



City of Santa Clara

Revised Meeting Agenda

Council and Authorities Concurrent

Call and Notice of Special

Santa Clara Stadium Authority Meeting

Tuesday, December 7, 2021

4:30 PM

Virtual Meeting

4:30 PM Closed Session

6:00 PM Open Session

****REVISION: Added Closed Session Item 21-1714****

Pursuant to California Government Code Section 54953(e) and City of Santa Clara Resolution 21-9023, the City Council meeting will be held by teleconference only. No physical location will be available for this meeting; however, the City of Santa Clara continues to have methods for the public to participate remotely:

- Via Zoom:

- o <https://santaclaraca.zoom.us/j/99706759306>

Meeting ID: 997-0675-9306 or

- o Phone: 1(669) 900-6833

- Via the City's eComment (now available during the meeting)

- Via email to PublicComment@santaclaraca.gov

As always, the public may view the meetings on SantaClaraCA.gov, Santa Clara City Television (Comcast cable channel 15 or AT&T U-verse channel 99), or the livestream on the City's YouTube channel or Facebook page.

NOTICE IS HEREBY GIVEN that, pursuant to the provisions of California Government Code §54956 ("The Brown Act") and Section 708 of the Santa Clara City Charter, the Chair calls for a Special Meeting of the Governing Board of the Stadium Authority, to commence and convene on December 7, 2021, at 4:30 PM for a Special Meeting to be held virtually via zoom, to consider the following matter(s) and to potentially take action with respect to them.

4:30 PM CLOSED SESSION

Call to Order

Roll Call

Public Comment

The public may provide comments regarding the Closed Session item(s) just prior to the Council beginning the Closed Session. Closed Sessions are not open to the public.

- 1.A 21-1631** [Conference with Labor Negotiators \(CC\)](#)
[Pursuant to Gov. Code § 54957.6](#)
[City representative: Deanna J. Santana, City Manager \(or designee\)](#)
[Employee Organization\(s\):](#)
[Unit #1-Santa Clara Firefighters Association, IAFF, Local 1171](#)
[Unit #2-Santa Clara Police Officer's Association](#)
[Unit #3-IBEW Local 1245 \(International Brotherhood of Electrical Workers\)](#)
[Unit #4-City of Santa Clara Professional Engineers](#)
[Units #5, 7 & 8-City of Santa Clara Employees Association](#)
[Unit #6-AFSCME Local 101 \(American Federation of State, County and Municipal Employees\)](#)
[Unit #9-Miscellaneous Unclassified Management Employees](#)
[Unit #9A-Unclassified Police Management Employees](#)
[Unit #9B-Unclassified Fire Management Employees](#)
[Unit #10-PSNSEA \(Public Safety Non-Sworn Employees Association\)](#)
- 1.B 21-1671** [Public Employee Appointment \(Gov. Code §§ 54957, 54954.5, subd. \(e\).\)](#)
[Title: Interim City Attorney](#)
- 1.C 21-1684** [Public Employee Appointment \(Gov. Code §§ 54957, 54954.5, subd. \(e\).\)](#)
[Title: Executive Recruiter for City Attorney](#)
- 1.D 21-1714** [Conference with Legal Counsel-Existing Litigation \(CC\)](#)
[Pursuant to Gov. Code § 54956.9\(d\)\(1\)](#)
[Omar Gomez v. City of Santa Clara, et al., United States District Court, Northern District of California Case No. 5:19-cv-05266-LHK](#)

Convene to Closed Session

6:00 PM COUNCIL REGULAR AND SPECIAL STADIUM AUTHORITY MEETING

**Open Session is to begin at 6:00 PM or shortly thereafter*

Pledge of Allegiance and Statement of Values

REPORTS OF ACTION TAKEN IN CLOSED SESSION MATTERS

CONTINUANCES/EXCEPTIONS/RECONSIDERATIONS

SPECIAL ORDER OF BUSINESS

- 2.A 21-1664** [Santa Clara Valley Water District Presentation - \(Valley Water\) Update on the Purified Water Project](#)

Recommendation: Receive information on the Santa Clara Valley Water District (Valley Water) Purified Water Project and Note and File.

- 2.B 21-1689** [Action on the Task Force on Diversity, Equity, and Inclusion's Recommendation on the Observance of Indigenous Peoples' Day](#)

Recommendation: Alternative 1: Accept the Task Force on Diversity, Equity, and Inclusion's recommendation to observe Indigenous Peoples' Day on the 2nd Monday of October instead of Columbus Day and direct the City Manager to take actions necessary to designate Indigenous Peoples' Day as a City-recognized holiday.

STUDY SESSION

- 3. 21-1114** [Patrick Henry Drive Specific Plan Study Session](#)

CONSENT CALENDAR

[Items listed on the CONSENT CALENDAR are considered routine and will be adopted by one motion. There will be no separate discussion of the items on the CONSENT CALENDAR unless discussion is requested by a member of the Council, staff, or public. If so requested, that item will be removed from the CONSENT CALENDAR and considered under CONSENT ITEMS PULLED FOR DISCUSSION.]

- 4.A 21-24** [Board, Commissions and Committee Minutes](#)

Recommendation: Note and file the Minutes of:
Board of Library Trustees - October 4, 2021
Parks & Recreation Commission - October 19, 2021
Downtown Community Task Force - March 18, 2021
Downtown Community Task Force - March 31, 2021
Downtown Community Task Force - April 15, 2021
Planning Commission - October 27, 2021
Senior Advisory Commission - September 27, 2021
Senior Advisory Commission - October 25, 2021

4.B 21-1457 [Action on Monthly Financial Status and Investment Report for September 2021](#)

Recommendation: Note and file the Monthly Financial Status and Investment Reports for September 2021 as Presented.

4.C 21-1075 [Preparation of the Santa Clara Station Area Plan and Related Budget Amendment](#)

Recommendation: 1. Accept and approve the \$400,000 in grant funding from the MTC for the preparation of the Santa Clara Area Plan; and
2. Consistent with City Charter Section 1305, “*At any meeting after the adoption of the budget, the City Council may amend or supplement the budget by motion adopted by the **affirmative votes of at least five members** so as to authorize the transfer of unused balances appropriated for one purpose to another purpose, or to appropriate available revenue not included in the budget,*” approve the related FY 2021/22 budget amendment in the Engineering Operating Grant Trust Fund to recognize grant revenue in the amount of \$400,000 and establish a Santa Clara Station Area Plan appropriation in the amount of \$400,000 (**five affirmative Council votes required to appropriate additional revenue**).

4.D 21-1456 [Action on the Santa Clara Convention Center FY 2021/22 1st Quarter Financial Status Report](#)

Recommendation: Note and file the Santa Clara Convention Center Financial Status Report for the 1st Quarter ending September 30, 2021, as submitted by Spectra.

4.E 21-1139 [Action on Award of Purchase Orders with Guerra Construction Group and SpenCon Construction for As-Needed Asphalt and Concrete Repair and Replacement Services](#)

- Recommendation:**
1. Authorize the City Manager to execute purchase orders with Guerra Construction Group in the amount of \$316,606 and SpenCon Construction in the amount of \$57,302 to provide as-needed asphalt and concrete repair and replacement services for a one-year term starting on January 1, 2022 and ending on December 31, 2022;
 2. Authorize the City Manager to execute change orders to increase aggregate compensation in the event demand for services exceeds the Department's forecast, not to exceed an aggregate amount of \$900,000 and subject to the appropriation of funds; and
 3. Authorize the City Manager to adjust compensation amounts between the two vendors during the term, provided the aggregate compensation does not exceed \$900,000.

4.F 21-1479 [Action on Historic Preservation Agreement \(Mills Act Contract\) for 1390 Madison Street](#)

- Recommendation:** Authorize the City Manager to execute a Historic Preservation Agreement (Mills Act Contract) including a 10-Year Restoration and Maintenance Plan for the property at 1390 Madison Street with property owner Giacomo Russo.

4.G 21-1471 [Urgency Declaration and Action to Approve Expenditures and Ratify an Agreement with SAK Construction, LLC for the Sanitary Sewer Repair Project on Lafayette Street North of Calle Del Mundo](#)

Recommendation: Deem the Sanitary Sewer Repair Project at UPRR and Lafayette Street North of Calle Del Mundo an urgent necessity under section 1310 of the City Charter, because the pipelines serve as the primary conveyances of wastewater from the City to the Regional Wastewater Facility and a failure in either pipeline would pose severe public health consequences and a threat to safety of residents and property, and ratify the agreement with SAK Construction, LLC in the amount of \$393,300 plus 15% contingency in the amount of \$59,000 for a total not-to-exceed amount of \$452,300.

4.H 21-1556 [Action on an Agreement with The Lew Edwards Group for Voter Research, Strategic Consulting, and Community Outreach Services Related to Potential Revenue Measures for the November 2022 Ballot and Related Budget Amendment](#)

- Recommendation:**
1. Authorize the City Manager to execute an agreement with The Lew Edwards Group to provide voter research, strategic consulting, and community outreach services, with maximum compensation not-to-exceed \$217,700, subject to the appropriation of funds;
 2. Authorize the City Manager to execute amendments to the Agreement with The Lew Edwards Group for additional related services that may be required, subject to the appropriation of funds; and
 3. Consistent with City Charter Section 1305, *"At any meeting after the adoption of the budget, the City Council may amend or supplement the budget by motion adopted by the **affirmative votes of at least five members** so as to authorize the transfer of unused balances appropriated for one purpose to another purpose, or to appropriate available revenue not included in the budget,"* approve the FY 2021/22 budget amendment in the General Fund to allocate funds from the Budget Stabilization Reserve to the Finance Department appropriation in the amount of \$217,700 (**five affirmative Council votes required for the use of unused balances**).

4.I 21-838 Action Authorizing the City Manager to Execute an Agreement with ADT Commercial, LLC to Upgrade the Existing Fire Panel and System at the Central Park Library and Related Budget Amendment

- Recommendation:**
1. Authorize the City Manager to execute an Agreement with ADT Commercial, LLC to upgrade the fire system inclusive of all labor, hardware and components, for a not-to-exceed amount of \$139,503 that includes a 20% contingency of the final negotiated not-to-exceed amount to cover any unanticipated costs that may result due to changes in final configuration or issues encountered during the implementation phase; and
 2. Consistent with City Charter Section 1305, *“At any meeting after the adoption of the budget, the City Council may amend or supplement the budget by motion adopted by the affirmative votes of at least five members so as to authorize the transfer of unused balances appropriated for one purpose to another purpose, or to appropriate available revenue not included in the budget,”* approve the FY 2021/22 budget amendment in the Library Department Capital Fund to decrease the Public Spaces capital project appropriation by \$140,000 and establish a new Central Library Fire Panel Upgrade Capital Project appropriation in the amount of \$140,000 **(five affirmative Council votes required for the use of unused balances)**.

4.J 21-1484 [Action on Amendment No. 1 for the Agreement with Accela, Inc. for Land Management Software and Related Budget Amendment](#)

- Recommendation:**
1. Authorize the City Manager to execute Amendment No. 1 to the Agreement and order documents with Accela, Inc. to purchase additional software licenses for Land Management Software and increase the maximum compensation by \$1,420,640 for a total maximum contract compensation of \$2,639,300, subject to the appropriation of funds; and
 2. Consistent with City Charter Section 1305, "*At any meeting after the adoption of the budget, the City Council may amend or supplement the budget by motion adopted by the **affirmative votes of at least five members** so as to authorize the transfer of unused balances appropriated for one purpose to another purpose, or to appropriate available revenue not included in the budget,*" approve a FY 2021/22 budget amendment in the General Fund to increase the Non-Departmental Citywide Programs Budget by \$48,197 and decrease the technology fee reserve by \$48,197 (**five affirmative Council votes required for use of unused balances**).

4.K 21-1506 [Action on Amendment No. 1 to the Agreement with Cascadia Consulting Group, Inc. to Assist the City in updating the Climate Action Plan and Preparation of the Related Environment Documents and Related Budget Amendment](#)

Recommendation: 1. Authorize the City Manager to execute Amendment No. 1 to the Agreement for Services with Cascadia Consulting Group, Inc., to assist the City in updating the Climate Action Plan and preparation of the related environment documents and increase the maximum compensation by \$20,000 for a revised not to exceed amount of \$231,684; and

2. Consistent with City Charter Section 1305, *“At any meeting after the adoption of the budget, the City Council may amend or supplement the budget by motion adopted by the **affirmative votes of at least five members** so as to authorize the transfer of unused balances appropriated for one purpose to another purpose, or to appropriate available revenue not included in the budget,”* approve the related FY 2021/22 budget amendment in the General Fund to increase the Community Development Department appropriation by \$20,000 and decrease Advanced Planning Reserve by \$20,000. **(five affirmative Council votes required for the use of unused balances).**

4.L 21-1621 [Action on Amendment No. 2 to the Billboard Banking Agreement with Outfront Media, LLC to Allow a Banked Credit for the Removal of a Two-Sided Static Billboard Located at 4545 Stevens Creek Boulevard Until June 30, 2022](#)

Recommendation: Approve and authorize the City Manager to execute Amendment No. 2 to the Billboard Banking Agreement with Outfront Media, LLC to extend the termination date from December 31, 2021 to June 30, 2022.

4.M 21-999 [Action on a Resolution to Comply with the Surplus Land Act for Purposes for Participation in the One Bay Area Grant Program](#)

Recommendation: Adopt a Resolution to Comply with the Surplus Land Act for Purposes for Participation in the One Bay Area Grant Program.

4.N 21-1519 [Action to Adopt a Resolution Authorizing the City Manager to Negotiate and Execute a Consortium Agreement with the County of Santa Clara \(County\), that Authorizes the County to Submit Funding Applications to the State of California on the City's Behalf for the City's allocation of State Permanent Local Housing Allocation \(PLHA\) Program Funds, and Authorizes the County to Administer the Funds in Accordance with State Requirements and in Accordance with the Consortium Agreement](#)

Recommendation: Adopt a Resolution authorizing the City Manager to negotiate and execute a Consortium Agreement with the County of Santa Clara (County), that authorizes the County to submit funding applications to the State of California on the City's behalf for the City's allocation of State Permanent Local Housing Allocation (PLHA) program funds, and authorizes the County to administer the funds in accordance with State requirements and in accordance with the Consortium Agreement.

4.O 21-1569 [Action to Adopt Resolutions to Set the Regular Meeting Schedules and Dates for the Cultural Commission, Parks & Recreation Commission, Senior Advisory Commission, and Youth Commission for Calendar Year 2022](#)

Recommendation: Adopt the proposed resolutions to set each of the 2022 Calendar of Regular Meetings for the Cultural Commission, Youth Commission, Parks & Recreation Commission, and Senior Advisory Commission.

4.P 21-1555 [Actions to Approve the New Classification of Senior Electric Crew Foreperson; Reclassify 1.0 Underground Crew Leader to 1.0 Senior Electric Crew Foreperson; Approve Salary Adjustments to Plans Examiner and Senior Plans Examiner; and Approve the As-Needed Salary Plan](#)

- Recommendation:**
1. Approve the creation of Senior Electric Crew Foreperson (Job Code 551) and the Reclassification of 1.0 Underground Crew Leader (Job Code 887) position to the newly created classification of Senior Electric Crew Foreperson (Job Code 551);
 2. Approve salary adjustments for Plans Examiner (Job Code 630) and Senior Plans Examiner (Job Code 730);
 3. Approve salary adjustments for various As-Needed classifications in compliance with the Minimum Wage Ordinance; and
 4. Adopt a Resolution to approve the revised salary plans for various classified and as-needed positions to satisfy the requirements of California Code of Regulations Section 570.5 effective December 12, 2021.

4.Q 21-1581 [Action on 2021 Q3 Legislative Update](#)

Recommendation: Note and file the 2021 Q3 Legislative Update.

4.R 21-1605 [Informational Report Regarding Bi-Yearly Project Status Report of the GIS Services Program](#)

Recommendation: Note and file the Informational Report regarding the Bi-Yearly Project Status Report of the GIS Services Program.

- 4.S 21-1683** [Action on Resolution Authorizing the City Manager to Execute Agreements and Other Necessary Documents for Participation in the National Prescription Opiate Litigation Settlement; Action to Authorize the City Manager to Negotiate and Execute Future Agreement\(s\) with the State or County for Use of Settlement Proceeds Without Further Council Action](#)

Recommendation: 1. Adopt a Resolution Authorizing the City Manager to Execute Agreements and Other Necessary Documents for Participation in the National Prescription Opiate Litigation Settlement; and
2. Authorize the City Manager to Negotiate and Execute Future Agreement(s) with the State or County for Use of Settlement Proceeds Without Further Council Action.

- 4.T 21-1679** [Action to Waive Second Reading and Adopt Ordinance No. 2035 to add Chapter 8.26, Entitled Edible Food Recovery, to Implement Edible Food Recovery Programs and Require Certain Businesses to Arrange for the Donation of Edible Food That Would Otherwise Go to Waste](#)

Recommendation: Waive Second Reading and Adopt Ordinance No. 2035 to add Chapter 8.26, entitled Edible Food Recovery, to Implement Edible Food Recovery Programs and Require Certain Businesses to Arrange for the Donation of Edible Food That Would Otherwise Go to Waste.

- 4.U 21-1680** [Action to Waive Second Reading and Adopt Ordinance No. 2036 Amending Chapter 12.35 "Trees and Shrubs" of Title 12 Streets, Sidewalks and Public Places of the Code of the City of Santa Clara to Incorporate New Best Practices and Regulations to Preserve the Urban Forest](#)

Recommendation: Waive Second Reading and Adopt Ordinance No. 2036 amending Chapter 12.35, entitled "Trees and Shrubs" to incorporate new best practices and regulations to preserve the urban forest.

- 4.V 21-1681** [Action to Waive Second Reading and Adopt Ordinance No. 2037 to Amend Chapter 2.120, Entitled Boards and Commissions, to Create the City's Housing Commission and Establish the Powers, Functions, and Duties of the Commission](#)

Recommendation: Waive Second Reading and Adopt Ordinance No. 2037 to amend Chapter 2.120, entitled Boards and Commissions, to add the City's Housing Commission and establish the powers, functions, and duties of the commission with the Commission to begin activity after conclusion of the Ad Hoc Homelessness Taskforce.

- 4.W 21-1179** [Action to Waive First Reading and Introduce Ordinance for the Regulation of Shared Mobility Devices \(Bicycles and Motorized Scooters\), and Adopt a Resolution to Establish Shared Mobility Permit and Impound Fees](#)

Recommendation: Alternatives 1 and 2
1. Waive First Reading and Introduce an Ordinance establishing Chapter 10.35 of the Santa Clara Municipal Code instituting Shared Mobility Regulations; and
2. Adopt the Resolution establishing the Shared Mobility Permit and Impound Fees and integrate these fees into the Municipal Fee Schedule.

SANTA CLARA STADIUM AUTHORITY CONSENT CALENDAR

5.A 21-1637 [Action to Award Purchase Order to ECS Imaging, Inc. for Stadium Builder License Laserfiche Integration Support Services, Transact Office Supplies and Equipment Purchases, and Approve Expenses Incurred Between November 23-30, 2021](#)

- Recommendation:**
1. Authorize the Executive Director to award a retroactive purchase order to ECS Imaging, Inc., in an amount not to exceed \$10,238, for Laserfiche integration and support services for Docusign SBLs;
 2. Authorize the Executive Director to transact purchases for the office supplies and equipment described in the report, in an aggregate amount not to exceed \$4,988 plus any associated subsequent monthly service, tax, shipping, and environmental fees; and
 3. Approve the office supplies and equipment expenses detailed in Attachment 2 totaling \$2,647 plus any associated subsequent monthly service, tax, shipping and environmental fees that were incurred by Stadium Authority between November 23-30, 2021.

5.B 21-1126 [Action on the Santa Clara Stadium Authority Financial Status Report for Quarter Ending June 30, 2021](#)

- Recommendation:** Note and file the Santa Clara Stadium Authority Financial Status Report for the Quarter Ending June 30, 2021.

5.C Action on Request submitted by Stadium Manager for Retroactive Approval for Incurred Charges Related to the November 9-11, 2021 IMEX Conference

1. 21-1591 [Request from Stadium Manager for Retroactive Approval for Incurred Charges Related to the November 9-11, 2021 IMEX Conference](#)

2. 21-1592 [Report from the Stadium Authority Regarding Stadium Manager's Request for Retroactive Approval for Incurred Charges Related to the November 9-11, 2021 IMEX Conference](#)

Recommendation: Approve the Stadium Manager's retroactive request to incur charges up to \$2,030 to cover travel expenses, potential client entertainment, and reception fees, including the purchase of alcohol with public funds, for Stadium Manager employee(s) for the November 9-11, 2021 IMEX Conference in Las Vegas, NV.

PUBLIC PRESENTATIONS

[This item is reserved for persons to address the Council or authorities on any matter not on the agenda that is within the subject matter jurisdiction of the City or Authorities. The law does not permit action on, or extended discussion of, any item not on the agenda except under special circumstances. The governing body, or staff, may briefly respond to statements made or questions posed, and appropriate body may request staff to report back at a subsequent meeting. Although not required, please submit to the City Clerk your name and subject matter on the speaker card available in the Council Chambers.]

CONSENT ITEMS PULLED FOR DISCUSSION

PUBLIC HEARING/GENERAL BUSINESS

6. **Action on Approval of Various Board, Commissions and Committees Governance Items**

A. 21-1661 [Information and Update on the Ad Hoc Committee on the Apology Letter Relating to the City's California Voting Rights Act Litigation \(Deferred from November 9 and 16, 2021\)](#)

Recommendation: 1. Review expanded scope and provide direction on staff resources to support the committee; and
2. Review the provided history and background and provide feedback on what should be posted on the Open City Hall survey as a history.

B. 21-1662 [Action on Formalization of the Bicycle and Pedestrian Advisory Committee \(Deferred from November 9 and 16, 2021\)](#)

Recommendation: Alternatives 1, 3, 5, 8 and 9:

1. Modify BPAC membership eligibility to require that applicants must be at least 18 years of age and live or work in the City;
3. Reduce the number of BPAC members from the current maximum of nine members to seven members and phase in this change so no current member loses their position during the current term;
5. Modify how BPAC members are interviewed and appointed similar to other Boards and Commissions by having Council interview applicants and make selections;
8. Remove the requirement that a Councilmember chair the BPAC and allow the BPAC to select its own chair in July 2025 once all members of the BPAC are comprised of those who were interviewed by Council; and
9. Direct staff to bring an ordinance and revised BPAC Policy Guidelines formalizing the BPAC for Council consideration.

C. 21-1663 [Waive First Reading and take Action on the Introduction of Ordinance to Amend Chapter 2.120, Entitled Boards and Commissions, to Update Boards and Commission Members Qualifications \(Deferred from November 9 and 16, 2021\)](#)

Recommendation: Waive First Reading and Approve the Introduction of an Ordinance to amend Chapter 2.120, entitled Boards and Commissions, to update Boards and Commissions qualifications to be residents of the City instead of qualified electors.

7. 21-1147 [Update on Sustainability Program and Provide Feedback on 2022 Program Focus Areas](#)

Recommendation: Note and file the Update on Sustainability Program and Provide Feedback on 2022 Program Focus Areas.

8. 21-1138 [Public Hearing: Adoption of a Resolution Granting Non-Exclusive Franchise Agreements for Hauling of Industrial Refuse and Recyclables and Approval of Related Budget Amendment \(Five Affirmative Votes Required\)](#)

- Recommendation:**
1. Adopt a Resolution to Grant Non-Exclusive Franchise Agreements for Hauling of Industrial Refuse and Recyclables;
 2. Approve and Authorize the City Manager to Execute Non-Exclusive Franchise Agreements for Hauling of Industrial Refuse and Recyclables with 11 applicants; and
 3. Consistent with City Charter Section 1305, *“At any meeting after the adoption of the budget, the City Council may amend or supplement the budget by motion adopted by the **affirmative votes of at least five members** so as to authorize the transfer of unused balances appropriated for one purpose to another purpose, or to appropriate available revenue not included in the budget,”* approve the FY 2021/22 budget amendment in the Solid Waste Fund to recognize revenue in the amount of \$154,000 and increase the Materials, Services, and Supplies appropriation in the amount of \$154,000 (**five affirmative Council votes required to appropriate additional revenue**).

9. 21-1554 [Approve CalPERS' Annual Requirement of the 2022 Salary Plans for Classified and Unclassified Employees Pursuant to Current Labor Contracts base on Council's Former Approved Cost of Living Increases, Including the Classifications of City Manager, and Approval of a Second Amendment to the City Manager Employment Agreement to Memorialize the Past Two Years of 0% and 4.5% COLAs effective December 26, 2021](#)

Recommendation: 1. Adopt a Resolution to approve the administrative changes based on former Council action for the annual filing of salary plans for various classified and unclassified positions to satisfy the requirements of California Code of Regulations Section 570.5 effective December 26, 2021; and
2. Adopt a Resolution approving the Second Amendment to the City Manager's Employment Agreement by and between the City of Santa Clara and Deanna J. Santana to memorialize two years of 0% cost of living adjustment and to adjust the City Manager's base salary to \$468,673.97 effective December 26, 2021.

10. **WRITTEN PETITION (POLICY 030) SUBMITTED BY THE PUBLIC/COUNCIL**

- A. 21-1628 [Action on a Written Petition \(Council Policy 030\) Submitted by Jared Peters Requesting to Place an Agenda Item at a Future Council Meeting to Consider making a Policy Decision Regarding the City Assuming Responsibility of an Unstable and Dangerous Sound Wall in the Laurel Park East Neighborhood](#)

Recommendation: Staff makes no recommendation.

- B. 21-1690 [Action on a Written Petition \(Council Policy 030\) Submitted by Travis L. Flora Requesting to Place an Agenda Item at a Future Council Meeting to Consider Admonition or Censure of Councilmember Becker for his Retaliation Against a Member of the Public on at Least Two Separate Occasions During the Council and Authorities Concurrent Meeting on November 16, 2021](#)

Recommendation: Staff makes no recommendation.

- C. **21-1694** [Action on a Council Written Request \(Council Policy 030\) Submitted by Councilmember Jain Requesting to Place an Agenda Item at a Future Council Meeting to Consider a Neighborhood Stadium Relations Committee](#)

Recommendation: Staff makes no recommendation.

REPORTS OF MEMBERS AND SPECIAL COMMITTEES

CITY MANAGER/EXECUTIVE DIRECTOR REPORT

- 21-1505** [Update on City Council and Stadium Authority Staff Referrals](#)

- 21-1709** [Tentative Meeting Agenda Calendar \(TMAC\)](#)

ADJOURNMENT

The next regular scheduled meeting is on Tuesday, December 14, 2021.

MEETING DISCLOSURES

The time limit within which to commence any lawsuit or legal challenge to any quasi-adjudicative decision made by the City is governed by Section 1094.6 of the Code of Civil Procedure, unless a shorter limitation period is specified by any other provision. Under Section 1094.6, any lawsuit or legal challenge to any quasi-adjudicative decision made by the City must be filed no later than the 90th day following the date on which such decision becomes final. Any lawsuit or legal challenge, which is not filed within that 90-day period, will be barred. If a person wishes to challenge the nature of the above section in court, they may be limited to raising only those issues they or someone else raised at the meeting described in this notice, or in written correspondence delivered to the City of Santa Clara, at or prior to the meeting. In addition, judicial challenge may be limited or barred where the interested party has not sought and exhausted all available administrative remedies.

AB23 ANNOUNCEMENT: Members of the Santa Clara Stadium Authority, Sports and Open Space Authority and Housing Authority are entitled to receive \$30 for each attended meeting.

Note: The City Council and its associated Authorities meet as separate agencies but in a concurrent manner. Actions taken should be considered actions of only the identified policy body.

LEGEND: City Council (CC); Stadium Authority (SA); Sports and Open Space Authority (SOSA); Housing Authority (HA); Successor Agency to the City of Santa Clara Redevelopment Agency (SARDA); Bayshore North Project Enhancement Authority (BNPEA); Public Facilities Financing Corporation (PFFC)

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <<mailto:clerk@santaclaraca.gov>> or at the public information desk at any City of Santa Clara public library.

If a member of the public submits a speaker card for any agenda items, their name will appear in the Minutes. If no speaker card is submitted, the Minutes will reflect "Public Speaker."

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 ("ADA"), the City of Santa Clara will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities, and will ensure that all existing facilities will be made accessible to the maximum extent feasible. The City of Santa Clara will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities including those with speech, hearing, or vision impairments so they can participate equally in the City's programs, services, and activities. The City of Santa Clara will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all of its programs, services, and activities.

Agendas and other written materials distributed during a public meeting that are public record will be made available by the City in an appropriate alternative format. Contact the City Clerk's Office at 1 408-615-2220 with your request for an alternative format copy of the agenda or other written materials.

Individuals who require an auxiliary aid or service for effective communication, or any other disability-related modification of policies or procedures, or other accommodation, in order to participate in a program, service, or activity of the City of Santa Clara, should contact the City's ADA Coordinator at 408-615-3000 as soon as possible but no later than 48 hours before the scheduled event.



City of Santa Clara

1500 Warburton Avenue
Santa Clara, CA 95050
santaclaraca.gov
[@SantaClaraCity](https://twitter.com/SantaClaraCity)

Agenda Report

21-1631

Agenda Date: 12/7/2021

SUBJECT

Conference with Labor Negotiators (CC)

Pursuant to Gov. Code § 54957.6

City representative: Deanna J. Santana, City Manager (or designee)

Employee Organization(s):

Unit #1-Santa Clara Firefighters Association, IAFF, Local 1171

Unit #2-Santa Clara Police Officer's Association

Unit #3-IBEW Local 1245 (International Brotherhood of Electrical Workers)

Unit #4-City of Santa Clara Professional Engineers

Units #5, 7 & 8-City of Santa Clara Employees Association

Unit #6-AFSCME Local 101 (American Federation of State, County and Municipal Employees)

Unit #9-Miscellaneous Unclassified Management Employees

Unit #9A-Unclassified Police Management Employees

Unit #9B-Unclassified Fire Management Employees

Unit #10-PSNSEA (Public Safety Non-Sworn Employees Association)



City of Santa Clara

1500 Warburton Avenue
Santa Clara, CA 95050
santaclaraca.gov
@SantaClaraCity

Agenda Report

21-1671

Agenda Date: 12/7/2021

REPORT TO COUNCIL

SUBJECT

Public Employee Appointment pursuant to Government Code Section 54954, subd. (e)

Title: Interim City Attorney



City of Santa Clara

1500 Warburton Avenue
Santa Clara, CA 95050
santaclaraca.gov
@SantaClaraCity

Agenda Report

21-1684

Agenda Date: 12/7/2021

REPORT TO COUNCIL

SUBJECT

Public Employee Appointment pursuant to Government Code Section 54954, subd. (e)

Title: Executive Recruiter for City Attorney



City of Santa Clara

1500 Warburton Avenue
Santa Clara, CA 95050
santaclaraca.gov
[@SantaClaraCity](https://twitter.com/SantaClaraCity)

Agenda Report

21-1714

Agenda Date: 12/7/2021

SUBJECT

Conference with Legal Counsel-Existing Litigation (CC)

Pursuant to Gov. Code § 54956.9(d)(1)

Omar Gomez v. City of Santa Clara, et al., United States District Court, Northern District of California Case No. 5:19-cv-05266-LHK



Agenda Report

21-1664

Agenda Date: 12/7/2021

REPORT TO COUNCIL

SUBJECT

Santa Clara Valley Water District Presentation - (Valley Water) Update on the Purified Water Project

COUNCIL PILLAR

Enhance Community Engagement and Transparency and Promote Sustainability and Environmental Protection

BACKGROUND

Valley Water is working to implement the Purified Water Project (proposed Project) which includes the construction of a new advanced water purification facility (AWPF), water conveyance pipelines to the existing Los Gatos Recharge System complex located in the City of Campbell, lateral pipelines, and associated facilities. Valley Water is working on two proposed locations for the AWPF: either at the existing Silicon Valley Advanced Water Purification Center on Zanker Road at the San José/Santa Clara Regional Wastewater Facility in San José or at the Former Los Altos Treatment Plant (FLATP) in Palo Alto. It is the City's understanding that Valley Water's Recycled Water Committee will consider a recommendation to focus resources on finalizing agreements with the City of Palo Alto in order to proceed with releasing the Request for Proposal (RFP) for the FLATP location, while continuing discussions with the Cities of San José and Santa Clara for a potential future purified project.

The conveyance pipeline will traverse through several miles in the City of Santa Clara regardless of the location of the AWPF. The proposed Project would use advanced water purification processes, including reverse osmosis (RO) treatment and would generate purified water for ground water recharge.

The purpose of the proposed Project is to establish greater water supply reliability for Santa Clara County and to help ensure continued groundwater sustainability. The proposed Project's objectives to meet this purpose are as follows:

- Support Valley Water's water supply reliability goals, including the provision of at least 10% of all water supplies through recycled water
- Develop the use of purified water, consistent with Valley Water's adopted Water Supply Master Plan 2040.
- Implement a potable reuse supply project that provides 10 million gallons per day (MGD) to 12.5 MGD production capacity for an annual yield of approximately 11,200 acre-feet per year (AFY) of sustainable purified water supply for long-term/future demands.

Valley Water is implementing this project using a design-build-finance-operate-maintain (DBFOM) delivery method, also referred to as a public private partnership (P3). The proposed Project will require extensive coordination with City staff throughout the planning, design, and construction phases as well as outreach to Santa Clara residents. Valley Water and the City are currently working on a reimbursement agreement to cover the costs of City staff time spent on the proposed Project.

Valley Water, acting as lead agency for the proposed Project, has determined that an Environmental Impact Report (EIR) is required to satisfy the requirements of CEQA. The draft EIR will evaluate the proposed Project's environmental conditions, range of alternatives, potential environmental impacts associated with the proposed Project implementation, and provide mitigation measures.

Valley Water's procurement process is ongoing. A Request for Qualification (RFQ) was released and eight statements of qualifications were submitted. A Request for Proposal (RFP) and the draft EIR will be released in the winter. A tentative timeline is as follows:

- Selection and contract award: 2022
- Design: 2022 - 2024
- Construction: 2024-2028

FISCAL IMPACT

There was no fiscal impact in preparing this report.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <<mailto:clerk@santaclaraca.gov>> or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

Receive information on the Santa Clara Valley Water District (Valley Water) Purified Water Project and Note and File.

Reviewed by: Gary Welling, Director of Water and Sewer Utilities

Reviewed by: Craig Mobeck, Director of Public Works

Approved by: Deanna J. Santana, City Manager



Agenda Report

21-1689

Agenda Date: 12/7/2021

REPORT TO COUNCIL

SUBJECT

Action on the Task Force on Diversity, Equity, and Inclusion's Recommendation on the Observance of Indigenous Peoples' Day

COUNCIL PILLAR

Enhance Community Engagement and Transparency

BACKGROUND

In recent years, the City of Santa Clara (City) has received several resident inquiries regarding the City's observance of Columbus Day, most of which have urged the City Council (Council) to observe Indigenous Peoples' Day instead of Columbus Day. In an effort to inform the decision-making process, the Task Force on Diversity, Equity and Inclusion (Task Force) was asked to conduct a review of this issue and submit a recommendation to the full Council.

Consistent with the Task Force's mission statement to involve the community when developing recommendations for changes in government policies, structures, services, and culture that negatively impact or do not fully benefit historically disenfranchised communities, the Task Force worked with staff to develop a community survey to gather public input on the City's observance of Columbus Day and Indigenous Peoples' Day.

At its October 29, 2020 Task Force meeting, the Task Force voted to form a subcommittee ("Considerations of Historical Recognitions Subcommittee") to work with City staff to conduct research related to the renaming of Columbus Day, develop a community survey that respectfully considered the historical significance of Columbus Day and Indigenous Peoples' Day, and identify methods for engaging the public.

At the November 9, 2020 Task Force meeting, former Chair Darius Brown reported that the subcommittee would be reaching out to Native American organizations in Santa Clara County for feedback on the draft survey. Staff presented the draft survey to the Task Force for input at their February 25, 2021 meeting. At the April 12, 2021 Task Force meeting, the Task Force approved the Observance of Columbus Day and Indigenous Peoples' Day survey and directed staff to move forward with the survey as well as translate the survey in the languages provided by the City before its release.

The Observance of Columbus Day and Indigenous Peoples' Day survey was conducted from October 21 through November 12, 2021. The public had the option of participating in the survey by taking the survey online on the Task Force's page: www.SantaClaraCA.gov/EquityTaskForce <<http://www.SantaClaraCA.gov/EquityTaskForce>>, completing a hard-copy survey, which was made available at the Senior Center, Central Park Library, Northside Branch Library, and

Mission Branch Library, or by emailing their comments to the Task Force directly at EquityTaskForce@SantaClaraCA.gov <<mailto:EquityTaskForce@SantaClaraCA.gov>>. The survey was promoted via the City's communications channels (GovDelivery, Facebook, Twitter, Instagram, and NextDoor), and was made available in English, Spanish, Vietnamese, Chinese, Japanese, Korean, Portuguese, Hindi, and Tagalog.

Staff is bringing forward the Task Force's recommendation made at their November 22, 2021 meeting to Council for their consideration, as discussed below.

DISCUSSION

At the November 22, 2021 Task Force special meeting, staff reported on the results of the Observance of Columbus Day and Indigenous Peoples' Day survey. The report (RTC 21-1668), along with responses collected, is included with this report as Attachment 1.

The City received a total of 815 responses representing 40.75 hours of public comment. The table below summarizes all responses received.

| Response to "Please select your position on the observance of Columbus Day and Indigenous Peoples' Day." | Responses Received | Total # of Responses | Percentage |
|--|--------------------|----------------------|------------|
| Maintain Status Quo: Observe Columbus Day on the 2 nd Monday of October | 142 | 815 | 17% |
| Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2 nd Monday of October | 438 | 815 | 54% |
| Observe both Columbus Day and Indigenous Peoples' Day on the 2 nd Monday of October or on different days. | 101 | 815 | 12% |
| Observe Columbus Day on the 2 nd Monday of October and observe Native American Heritage Day on the 4 th Friday of September | 134 | 815 | 16% |

After discussing the results of the survey, the Task Force unanimously voted to recommend the observance of Indigenous Peoples' Day on the 2nd Monday of October instead of Columbus Day. As part of their motion, the Task Force also requested that Council refer the messaging of the renaming of Columbus Day to the Task Force as well as a request that the Task Force work with the Cultural Commission to develop recommendations to further promote and celebrate the cultural heritage of Native Americans, Italian Americans, and all cultures within the City

If the Council accepts the Task Force's recommendation on the observance of Indigenous Peoples' Day on the 2nd Monday of October, a variety of actions will be necessary to designate Indigenous Peoples' Day as a City-recognized holiday including but not limited to:

- Draft an ordinance stating that the City will determine its holidays in accordance with state law and applicable labor agreements;
- Modify labor agreements to reflect the holiday designation of Indigenous Peoples' Day;
- Amend the most current Personnel and Salary Resolution (Attachment 2) to replace Columbus Day with Indigenous Peoples' Day;
- Replace Columbus Day with Indigenous Peoples' Day on the City calendar.

ENVIRONMENTAL IMPACT

The action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15378(b)(5) in that it is a

governmental organizational or administrative activity that will not result in direct or indirect changes in the environment.

FISCAL IMPACT

There is no fiscal impact associated with the preparation of this report.

COORDINATION

This report was coordinated with the City Attorney's Office.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov or at the public information desk at any City of Santa Clara public library.

ALTERNATIVES

1. Accept the Task Force on Diversity, Equity, and Inclusion's recommendation to observe Indigenous Peoples' Day on the 2nd Monday of October instead of Columbus Day and direct the City Manager to take actions necessary to designate Indigenous Peoples' Day as a City-recognized holiday.
2. Any other alternative as approved by Council.

RECOMMENDATION

Alternative 1: Accept the Task Force on Diversity, Equity, and Inclusion's recommendation to observe Indigenous Peoples' Day on the 2nd Monday of October instead of Columbus Day and direct the City Manager to take actions necessary to designate Indigenous Peoples' Day as a City-recognized holiday.

Reviewed by: Genevieve Yip, Management Analyst

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. RTC 21-1668
2. Personnel and Salary Resolution (Resolution No. 18-8498)



Agenda Report

21-1668

Agenda Date: 11/22/2021

REPORT TO TASK FORCE ON DIVERSITY, EQUITY, AND INCLUSION

SUBJECT

Discussion and Possible Action on Observance of Columbus Day and Indigenous Peoples' Day Survey Responses

BACKGROUND

At the October 29, 2020 meeting of the Task Force on Diversity, Equity, and Inclusion (Task Force), the Task Force voted to form a subcommittee ("Considerations of Historical Recognitions Subcommittee") to work with City staff on research for the renaming of Columbus Day, the development of questions, and methods of engaging the public.

At the November 9, 2020 Task Force meeting, Chair Brown reported that the subcommittee had worked with staff to develop a survey that respectfully considers the historical significance of Columbus Day and Indigenous Peoples' Day and that the subcommittee would be reaching out to Native American organizations in Santa Clara County for feedback.

Staff presented the draft survey to the Task Force for input at their February 25, 2021 meeting. At the April 12, 2021 Task Force meeting, the Task Force approved the Observance of Columbus Day and Indigenous Peoples' Day survey (Attachment 1) and directed staff to move forward with the survey as well as translate the survey in the languages provided by the City before its release.

The Observance of Columbus Day and Indigenous Peoples' Day survey was live from October 21, 2021 through November 12, 2021. The survey was promoted via the City's communications channels (GovDelivery, Facebook, Twitter, Instagram, and NextDoor), and was made available in English, Spanish, Vietnamese, Chinese, Japanese, Korean, Portuguese, Hindi, and Tagalog. The public had the option to participate in the survey by accessing the survey online on the Task Force's page: www.SantaClaraCA.gov/EquityTaskForce <<http://www.SantaClaraCA.gov/EquityTaskForce>>, completing a hard-copy survey, which were available at the Senior Center, Central Park Library, Northside Branch Library, and Mission Branch Library, or by emailing their comments directly to the Task Force at EquityTaskForce@SantaClaraCA.gov <<mailto:EquityTaskForce@SantaClaraCA.gov>>.

DISCUSSION

Staff is bringing forward the survey responses received from October 21, 2021 through November 12, 2021, for the Task Force's consideration. The Observance of Columbus Day and Indigenous Peoples' Day survey has received a total of 815 responses. The raw data of collected survey responses is included with this report as Attachment 2. The hard-copy survey responses received at the City's libraries and Senior Center are included with this report as Attachment 3. Comments with positions on the survey are included with this report as

Attachment 4. The table below summarizes all responses received.

| Response to "Please select your position on the observance of Columbus Day and Indigenous Peoples' Day." | Responses Received | Total # of Responses | Percentage |
|--|--------------------|----------------------|------------|
| Maintain Status Quo: Observe Columbus Day on the 2 nd Monday of October | 142 | 815 | 17% |
| Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2 nd Monday of October | 438 | 815 | 54% |
| Observe both Columbus Day and Indigenous Peoples' Day on the 2 nd Monday of October or on different days. | 101 | 815 | 12% |
| Observe Columbus Day on the 2 nd Monday of October and observe Native American Heritage Day on the 4 th Friday of September | 134 | 815 | 16% |

ENVIRONMENTAL REVIEW

The action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378(b)(5) in that it is a governmental organizational or administrative activity that will not result in direct or indirect changes in the environment.

FISCAL IMPACT

There is no fiscal impact other than staff time.

PUBLIC CONTACT

Public contact was made by posting the Task Force on Diversity, Equity, and Inclusion agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <<mailto:clerk@santaclaraca.gov>> or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

Review Observance of Columbus Day and Indigenous Peoples' Day Survey responses for possible action.

Reviewed by: Genevieve Yip, Staff Analyst

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Observance of Columbus Day and Indigenous Peoples' Day Survey
2. Raw Data of Collected Survey Responses
3. Hard Copies of Collected Survey Responses
4. Email Comments Received on Survey



**City of
Santa Clara**
The Center of What's Possible

Observance of Columbus Day and Indigenous Peoples' Day Survey

In recent years, the City of Santa Clara (City) has received several resident inquiries regarding the City's observance of Columbus Day, most of which have urged the City Council to rename Columbus Day to Indigenous Peoples' Day. Over the past several years, states and cities have started to acknowledge and substitute Columbus Day with Indigenous Peoples' Day. This historical recognition across local jurisdictions is a collaborative effort to provide more representation of local and state history.

Columbus Day is a federal holiday that commemorates Christopher Columbus's landing in the Americas on October 12, 1492, and celebrates Italian-American culture and heritage. There has been controversy around the holiday due to Columbus' arrival to North America, which ushered in an era of European conquest and death of Native American people. With his arrival came violence, slavery, forced assimilation and conversion of Native American people to Christianity. It also introduced a host of new diseases that had consequential and long-term effects on Native American people.

The name Indigenous Peoples' Day honors the loss, legacy, and culture of those affected by Columbus' arrival and subsequent American colonization. This name still reflects on the same historical impact of the European Age of Discovery, but with the Native American people at the center of the narrative.

At the October 15, 2020 Task Force on Diversity, Equity, and Inclusion (Task Force) meeting, the Task Force discussed the renaming of Columbus Day. The Task Force unanimously approved accepting the Mayor and Council Offices' referral to bring a recommendation to the City Council on the City's observance of the Columbus Day holiday.

This survey is intended to seek outreach from the community. The survey results are for research purposes only and will be forwarded to the Task Force for consideration when making a recommendation to the City Council.

1. Please select your position on the observance of Columbus Day and Indigenous Peoples' Day.


Your Position:

- ☐ Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October
- ☐ Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October
- ☐ Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days
- ☐ Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September

2. Please provide your input on the observance of Columbus Day and Indigenous Peoples' Day.

Public comments can be submitted below:

This content is neither created nor endorsed by Microsoft. The data you submit will be sent to the form owner.

 Microsoft Forms

Observance of Columbus Day and Indigenous Peoples' Day Survey

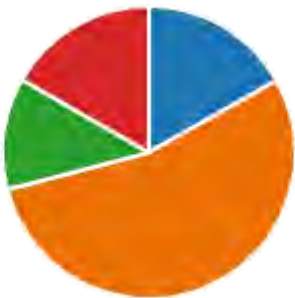
788 Responses

12:45 Average time to complete

Closed Status

1. Please select your position on the observance of Columbus Day and Indigenous Peoples' Day.

- Maintain Status Quo: Observe... 133
- Observe Indigenous Peoples' ... 425
- Observe both Columbus Day ... 98
- Observe Columbus Day on th... 132



2. Please provide your input on the observance of Columbus Day and Indigenous Peoples' Day.

381 Responses

Latest Responses

"Christopher Columbus treated and ordered others to treat in..

"Observe Indigenous Peoples' Day instead of Columbus Day. "

"We can't eliminate every holiday, statue or other memorabi...

| ID | Start time | Completion time | Email | Name | Please select your position on the observance of Columbus Day and Indigenous Peoples' Day. | Please provide your input on the observance of Columbus Day and Indigenous Peoples' Day. |
|----|-------------------|-------------------|-----------|------|--|--|
| 1 | 10/22/21 15:48:07 | 10/22/21 15:48:29 | anonymous | | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 2 | 10/22/21 15:48:18 | 10/22/21 15:48:35 | anonymous | | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 3 | 10/22/21 15:48:17 | 10/22/21 15:48:40 | anonymous | | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | No more Columbus Day! |
| 4 | 10/22/21 15:48:21 | 10/22/21 15:48:53 | anonymous | | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 5 | 10/22/21 15:48:54 | 10/22/21 15:49:12 | anonymous | | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 6 | 10/22/21 15:49:08 | 10/22/21 15:49:33 | anonymous | | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 7 | 10/22/21 15:48:47 | 10/22/21 15:49:41 | anonymous | | Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days. | |
| 8 | 10/22/21 15:48:32 | 10/22/21 15:49:56 | anonymous | | Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days. | |
| 9 | 10/22/21 15:49:35 | 10/22/21 15:49:56 | anonymous | | Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October | |
| 10 | 10/22/21 15:49:41 | 10/22/21 15:49:58 | anonymous | | Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September | |
| 11 | 10/22/21 15:49:46 | 10/22/21 15:50:13 | anonymous | | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 12 | 10/22/21 15:49:41 | 10/22/21 15:50:14 | anonymous | | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | We know so we do better! |
| 13 | 10/22/21 15:49:40 | 10/22/21 15:50:20 | anonymous | | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 14 | 10/22/21 15:49:33 | 10/22/21 15:50:22 | anonymous | | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 15 | 10/22/21 15:50:22 | 10/22/21 15:50:29 | anonymous | | Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days. | |
| 16 | 10/22/21 15:50:05 | 10/22/21 15:50:29 | anonymous | | Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October | |
| 17 | 10/22/21 15:49:21 | 10/22/21 15:50:37 | anonymous | | Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days. | Government should spend more time on items like homelessness. |

| | | | | |
|----|-------------------|-----------------------------|--|--|
| 18 | 10/22/21 15:50:11 | 10/22/21 15:50:38 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 19 | 10/22/21 15:50:27 | 10/22/21 15:50:49 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | NA |
| 20 | 10/22/21 15:50:21 | 10/22/21 15:50:57 anonymous | Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October | |
| 21 | 10/22/21 15:50:24 | 10/22/21 15:50:58 anonymous | Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September | |
| 22 | 10/22/21 15:50:23 | 10/22/21 15:50:59 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 23 | 10/22/21 15:49:13 | 10/22/21 15:51:12 anonymous | Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October | Let's no destroy all of our past |
| 24 | 10/22/21 15:50:17 | 10/22/21 15:51:15 anonymous | Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September | |
| 25 | 10/22/21 15:49:40 | 10/22/21 15:51:24 anonymous | Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October | Preserve our culture and maintain status quo, by renaming anything and everything we are only allowing more division and injustice. |
| 26 | 10/22/21 15:50:25 | 10/22/21 15:51:27 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 27 | 10/22/21 15:51:12 | 10/22/21 15:51:41 anonymous | Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October | |
| 28 | 10/22/21 15:51:06 | 10/22/21 15:51:49 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 29 | 10/22/21 15:50:40 | 10/22/21 15:51:57 anonymous | Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days. | |
| 30 | 10/22/21 15:50:56 | 10/22/21 15:52:11 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | Columbus does not deserve the honor that comes with the day. The suffrage of Native Americans is what should be at the forefront. |
| 31 | 10/22/21 15:49:13 | 10/22/21 15:52:12 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | I think it's a fantastic idea to substitute Columbus Day for Indigenous People's Day. I'm sure it will make Columbus posthumously upset, and anything that can posthumously upset Columbus is a win in my book. |
| 32 | 10/22/21 15:49:07 | 10/22/21 15:52:16 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | Columbus was just one of many explorers to run into North America over the centuries. It's time to retire his sole recognition and replace it by honoring those who were here long long before Europeans. |
| 33 | 10/22/21 15:50:05 | 10/22/21 15:52:22 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | Christopher Columbus was a genocidal maniac who ruthlessly murdered, raped and sold humans. We should not observe a day by his name, but rather use the time to honor the indigenous people of the land who literally saved him. Its also worth noting that Columbus's contemporaries thought he was a moron who was terrible at math. |

| | | | | |
|----|-------------------|-----------------------------|--|---|
| 34 | 10/22/21 15:51:57 | 10/22/21 15:52:26 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 35 | 10/22/21 15:51:32 | 10/22/21 15:52:41 anonymous | Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October | Christopher Columbus is an important part of our country's history - the holiday should remain. |
| 36 | 10/22/21 15:53:13 | 10/22/21 15:53:37 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 37 | 10/22/21 15:52:40 | 10/22/21 15:53:41 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 38 | 10/22/21 15:50:55 | 10/22/21 15:53:46 anonymous | Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September | Enough virtue-signaling and political posturing. Renaming a holiday won't improve racial justice. Rather, it's just a symbolic gesture, along the line of talking and no actions. I'd rather see real actions and results in virtually everything career politicians say they'll do than empty gestures like kneeling, announcing preferred pronouns (which somehow confirm the fact that 99.9% of your connections are heterosexual), and renaming holidays. |
| 39 | 10/22/21 15:53:02 | 10/22/21 15:53:47 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 40 | 10/22/21 15:53:13 | 10/22/21 15:53:48 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 41 | 10/22/21 15:52:31 | 10/22/21 15:53:49 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 42 | 10/22/21 15:48:32 | 10/22/21 15:53:58 anonymous | Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October | Enough of cancel culture already. This vicious circle has to stop before we ruin ourselves as a nation. |
| 43 | 10/22/21 15:54:02 | 10/22/21 15:54:27 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 44 | 10/22/21 15:52:41 | 10/22/21 15:54:28 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | Native Americans were here first. We cannot celebrate a man who made false claims, we would be setting a bad example for future generations. |
| 45 | 10/22/21 15:54:13 | 10/22/21 15:54:46 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 46 | 10/22/21 15:53:26 | 10/22/21 15:54:54 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 47 | 10/22/21 15:54:06 | 10/22/21 15:55:01 anonymous | Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September | |
| 48 | 10/22/21 15:54:35 | 10/22/21 15:55:12 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |

| | | | | |
|----|-------------------|-----------------------------|--|---|
| 49 | 10/22/21 15:54:38 | 10/22/21 15:55:12 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 50 | 10/22/21 15:54:36 | 10/22/21 15:55:17 anonymous | Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October | |
| 51 | 10/22/21 15:55:08 | 10/22/21 15:55:52 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 52 | 10/22/21 15:55:28 | 10/22/21 15:55:55 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 53 | 10/22/21 15:53:02 | 10/22/21 15:55:57 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | I favor renaming Columbus Day Native American Heritage Day |
| 54 | 10/22/21 15:49:44 | 10/22/21 15:56:04 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 55 | 10/22/21 15:54:22 | 10/22/21 15:56:05 anonymous | Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September | |
| 56 | 10/22/21 15:55:01 | 10/22/21 15:56:19 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 57 | 10/22/21 15:55:04 | 10/22/21 15:56:23 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | Yes, please we need to celebrate Indigenous Peoples' Day instead of Columbus Day. |
| 58 | 10/22/21 15:56:11 | 10/22/21 15:56:29 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 59 | 10/22/21 15:56:26 | 10/22/21 15:56:42 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 60 | 10/22/21 15:56:00 | 10/22/21 15:56:52 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | We should be working to lift the narrative of those who have been marginalized |
| 61 | 10/22/21 15:56:24 | 10/22/21 15:56:59 anonymous | Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September | |
| 62 | 10/22/21 15:49:35 | 10/22/21 15:57:00 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | I'm glad you're considering this. After listening to the Oct. 5 First Name Basis Podcast episode called The Untold Story of Christopher Columbus, and researching him further, I definitely don't think he should be honored. I am of Italian decent, and feel like we can find plenty of other ways to honor the good parts of our heritage. It's not that hard. Look at the way people of German descent celebrate with Oktoberfests. |
| 63 | 10/22/21 15:56:05 | 10/22/21 15:57:07 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |

| | | | | |
|----|-------------------|-----------------------------|--|---|
| 64 | 10/22/21 15:55:25 | 10/22/21 15:57:13 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | Columbus should not be celebrated. Indigenous people are the land owners and we must include them in the conversation as leading this conversation. |
| 65 | 10/22/21 15:57:03 | 10/22/21 15:57:57 anonymous | Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September | Both are important and worthy of honoring for how else do we learn from our past |
| 66 | 10/22/21 15:56:28 | 10/22/21 15:58:04 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | Columbus was a pirate and a looter his name should not be honored |
| 67 | 10/22/21 15:49:43 | 10/22/21 15:58:11 anonymous | Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September | Columbus landed in America and is recognized for that. The indigenous people were already here. Though some of the history is unfortunate and even violent and unfair, it is what it is. You can not CHANGE history for future generations. You must recognize the Holocaust, WWI, WWII as they are = TRUE HISTORY! Not a softened version. So I vote for both days in Oct and Sept. I vote for the TRUTH! We must carry the TRUTH forward. |
| 68 | 10/22/21 15:56:19 | 10/22/21 15:58:24 anonymous | Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days. | I think Columbus Day is a legitimate holiday. He connected Europe and North America. I am not against Indigenous People's day on any other day but see no reason to select 4th Friday in September |
| 69 | 10/22/21 15:56:08 | 10/22/21 15:58:26 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 70 | 10/22/21 15:57:38 | 10/22/21 15:58:28 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 71 | 10/22/21 15:56:29 | 10/22/21 15:58:33 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | It would very appropriate the name that on the indigenous people who was exploited/killed by so many non-original people. At the least this is the something we can do them. |
| 72 | 10/22/21 15:58:18 | 10/22/21 15:58:49 anonymous | Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September | |
| 73 | 10/22/21 15:53:01 | 10/22/21 15:58:51 anonymous | Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days. | We should honor Indigenous people on a different day. Actually, it was Leif Erickson who came to America long before Columbus. Leif Erickson day should be observed as well. |
| 74 | 10/22/21 15:58:15 | 10/22/21 15:58:52 anonymous | Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September | |
| 75 | 10/22/21 15:58:40 | 10/22/21 15:59:04 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 76 | 10/22/21 15:57:35 | 10/22/21 15:59:10 anonymous | Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September | |
| 77 | 10/22/21 15:59:02 | 10/22/21 15:59:28 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 78 | 10/22/21 15:57:36 | 10/22/21 15:59:41 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |

| | | | | |
|----|-------------------|-----------------------------|--|---|
| 79 | 10/22/21 15:58:49 | 10/22/21 15:59:42 anonymous | Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October | |
| 80 | 10/22/21 15:59:12 | 10/22/21 15:59:51 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 81 | 10/22/21 15:51:30 | 10/22/21 16:00:03 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | Columbus was a horrible person. Disgraceful to continue to observe Columbus Day. Don't continue to observe a day for a murderer. |
| 82 | 10/22/21 15:59:13 | 10/22/21 16:00:04 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 83 | 10/22/21 15:59:45 | 10/22/21 16:00:09 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 84 | 10/22/21 15:58:59 | 10/22/21 16:00:12 anonymous | Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September | I strongly believe that both have their own values and to maintain the dignity of both we should observe two different holidays. |
| 85 | 10/22/21 15:56:39 | 10/22/21 16:00:15 anonymous | Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October | |
| 86 | 10/22/21 15:59:47 | 10/22/21 16:00:42 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | Columbus should not be celebrated. |
| 87 | 10/22/21 15:54:59 | 10/22/21 16:00:42 anonymous | Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days. | Prefer to use both names but if I had to pick just one, I'd go with Indigenous Peoples' Day. I was unaware of the existence of a Native American Heritage Day. |
| 88 | 10/22/21 15:49:25 | 10/22/21 16:00:48 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | I believe that the tides are turning in terms of how the American people, or in this case, people of Santa Clara, view how the history of America should be represented. No longer are statues of slave owners in public parks being tolerated by the local citizens, and the horrors of the past are no longer being glossed over, but exposed and discussed in public schools. To continue celebrating Columbus Day, I believe, would be to aid in the stagnation of progress. The act of replacing Columbus Day with Indigenous Peoples' Day is, in and of itself, acknowledging the history of this date and its significance to American history while also giving recognition and respect to those who suffered at the hands of ignorant, racist colonizers, like Columbus. It's high time we stop praising the actions of terrorists like Columbus and begin to truly appreciate the people who's rich culture and way of life we have been ignoring for far too long. |
| 89 | 10/22/21 16:00:43 | 10/22/21 16:00:56 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 90 | 10/22/21 15:58:35 | 10/22/21 16:01:35 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | The state of CA has already started officially observing it as Indigenous Peoples' Day, we should catch up with the times. |

| | | | | |
|-----|-------------------|-----------------------------|--|---|
| 91 | 10/22/21 16:00:42 | 10/22/21 16:01:41 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 92 | 10/22/21 16:00:57 | 10/22/21 16:01:42 anonymous | Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days. | |
| 93 | 10/22/21 15:51:34 | 10/22/21 16:01:44 anonymous | Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October | If you truly want to know what people think about Columbus Day, the people polled should be those who are of Italian-American heritage and Native American Indian heritage. I fall under both categories. I am Italian and I am Native American Indian. I am opposed to using the name indigenous people. |
| 94 | 10/22/21 16:01:00 | 10/22/21 16:02:03 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | Columbus exploited indigenous people. He should NOT be honored with a holiday. |
| 95 | 10/22/21 15:59:25 | 10/22/21 16:02:07 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 96 | 10/22/21 15:56:55 | 10/22/21 16:02:19 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | American history needs to be corrected to accurately show how our history happened. Not to continue the "white-washed" narrative that has been shown in the past. If the current US President can observe Indigenous Peoples' Day then is should be observed annually from this point forward. |
| 97 | 10/22/21 15:58:53 | 10/22/21 16:02:21 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 98 | 10/22/21 16:01:08 | 10/22/21 16:02:36 anonymous | Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days. | |
| 99 | 10/22/21 16:00:51 | 10/22/21 16:02:55 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 100 | 10/22/21 16:00:59 | 10/22/21 16:03:10 anonymous | Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October | |
| 101 | 10/22/21 16:02:48 | 10/22/21 16:03:12 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 102 | 10/22/21 15:50:01 | 10/22/21 16:03:49 anonymous | Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days. | Thank you for considering this issue. I have suggested the third position as we do not need to discard a particular interpretation of history and discount the legacy of one section of our society in order to celebrate another. |
| 103 | 10/22/21 16:03:45 | 10/22/21 16:04:35 anonymous | Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days. | |
| 104 | 10/22/21 16:03:37 | 10/22/21 16:04:44 anonymous | Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September | |
| 105 | 10/22/21 15:59:35 | 10/22/21 16:04:47 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | We should be celebrating and supporting the Native People of this land instead of honoring an individual who brought destruction and pain. |

| | | | | |
|-----|-------------------|-----------------------------|--|--|
| 106 | 10/22/21 16:04:48 | 10/22/21 16:05:11 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 107 | 10/22/21 16:02:18 | 10/22/21 16:05:17 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 108 | 10/22/21 15:57:54 | 10/22/21 16:05:20 anonymous | Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days. | I would like to see both narratives acknowledged together. It doesn't have to be one or the other: both narratives contain elements to celebrate and to grieve. How about naming the holiday "Early Americas Day" or something like that and using the occasion to remember that era in America's history as it actually transpired? |
| 109 | 10/22/21 16:05:03 | 10/22/21 16:05:34 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 110 | 10/22/21 16:06:07 | 10/22/21 16:06:31 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 111 | 10/22/21 16:05:03 | 10/22/21 16:06:35 anonymous | Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September | |
| 112 | 10/22/21 16:04:55 | 10/22/21 16:06:42 anonymous | Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September | Columbus Day also celebrates the contributions of Italians. Let us not forget any of the groups of people who have made America what it is. |
| 113 | 10/22/21 16:04:54 | 10/22/21 16:06:47 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 114 | 10/22/21 16:06:19 | 10/22/21 16:06:54 anonymous | Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October | |
| 115 | 10/22/21 16:06:02 | 10/22/21 16:06:54 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | No need to celebrate Columbus. |
| 116 | 10/22/21 16:05:42 | 10/22/21 16:06:58 anonymous | Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days. | |
| 117 | 10/22/21 16:06:56 | 10/22/21 16:07:15 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 118 | 10/22/21 16:06:54 | 10/22/21 16:07:35 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | Columbus was a bad man |

| | | | | |
|-----|-------------------|-----------------------------|--|--|
| 119 | 10/22/21 15:49:25 | 10/22/21 16:07:37 anonymous | Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September | History, whether it recalls good or bad occurrences or outcomes, must be remembered. I don't believe it is a zero-sum game where one story is declared bad and the other declared good and one side is silenced. All stories must be heard so that people can learn from previous actions. Yes, Columbus Day marks the discovery of the Americas which is essential to the story of the United States. On the other hand, the suffering of Native Americans must brought to the foreground. The stories of the suffering and condition of Native Americans from those early days to the present time must be told with facts, wisdom, and compassion. We must keep Columbus Day as a historical landmark but we must balance that commemoration by adding a Native American Heritage Day to press the stories and honor the original peoples of the Americas. |
| 120 | 10/22/21 16:07:22 | 10/22/21 16:07:59 anonymous | Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October | |
| 121 | 10/22/21 16:02:48 | 10/22/21 16:08:03 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | <p>As a community, we cannot but agree that the arrival of Columbus initiated and lead to the mass genocide of Native Americans. Celebrating the arrival of colonialists in America - is a sin we have to stop committing as a nation. We have to accept history for it is, apologize for the atrocities committed on millions and begin the process of healing. Our children are watching - it is the hard thing we do as as thinking and feeling adults will the set the stage of how we will be treated by our fellow beings. The future is for ours to enjoy if only we take responsibility of the past and move towards setting things right.</p> <p>1. Columbus day is not an occasion to be celebrated. 2. Indigenous people's day has to be celebrated with reverence - everything we enjoy on this soil is the work of many generations of Native Americals who have only suffered so far.</p> |
| 122 | 10/22/21 16:07:28 | 10/22/21 16:08:04 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 123 | 10/22/21 16:08:06 | 10/22/21 16:08:13 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 124 | 10/22/21 16:06:10 | 10/22/21 16:08:14 anonymous | Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days. | We can't run away from historical realities. We can't ignore Columbus, if only to remember the impact it had and still has. I guess the Columbus Day emphasis should change to one of being a story of not about supremacy or overlordship but a cautionary tale... |
| 125 | 10/22/21 16:07:38 | 10/22/21 16:08:24 anonymous | Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days. | |

| | | | | |
|-----|-------------------|-----------------------------|--|---|
| 126 | 10/22/21 16:01:12 | 10/22/21 16:09:01 anonymous | Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September | I think both days are significant and need to be recognized. |
| 127 | 10/22/21 16:06:43 | 10/22/21 16:09:20 anonymous | Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September | |
| 128 | 10/22/21 16:09:23 | 10/22/21 16:09:27 anonymous | Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September | |
| 129 | 10/22/21 16:09:30 | 10/22/21 16:09:34 anonymous | Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September | |
| 130 | 10/22/21 16:09:36 | 10/22/21 16:09:39 anonymous | Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September | |
| 131 | 10/22/21 16:09:40 | 10/22/21 16:09:45 anonymous | Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September | |
| 132 | 10/22/21 15:59:03 | 10/22/21 16:10:22 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | Thank you for bringing this conversation to the city. It's hard to reconcile being an inclusive city, yet still observing Columbus Day. I hope the taskforce is able to urge the City to make this change. |
| 133 | 10/22/21 16:08:56 | 10/22/21 16:10:36 anonymous | Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September | |
| 134 | 10/22/21 16:01:45 | 10/22/21 16:11:03 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | It's time to show diversity in our history. It is important to know and recognize other perspectives in history. |
| 135 | 10/22/21 16:10:25 | 10/22/21 16:11:22 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | Columbus did little worthwhile of celebrating. Italian American heritage can be celebrated in other more meaningful and community-involved ways. |
| 136 | 10/22/21 15:50:19 | 10/22/21 16:11:39 anonymous | Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October | We also need to rename Columbus, Ohio, the University of Columbia, the Columbia River, and the dozens of US cities named Columbus or Columbia. Washington had slaves, so we should also rename Washington D.C., Washington State, all the schools named after him, and remove him from Mount Rushmore. Let's be consistent. |
| 137 | 10/22/21 16:08:47 | 10/22/21 16:11:49 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | First nations deserves to be recognized. Recognizing their presence, history, and pain is important to recognize and reflect the Nation's identity as a nation of immigrants. |
| 138 | 10/22/21 16:10:31 | 10/22/21 16:11:54 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | As an Italian I have celebrated Columbus Day for decades, but knowing his impact on the Indigenous people of the Continents I cannot abide by a holiday venerating him, no matter how much it helped bring my people together in the past. |
| 139 | 10/22/21 15:58:11 | 10/22/21 16:12:45 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | Celebrating Columbus is offensive. |

| | | | | |
|-----|-------------------|-----------------------------|--|---|
| 140 | 10/22/21 16:05:13 | 10/22/21 16:12:52 anonymous | Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October | <p>I would like to see more public awareness of how Native Americans helped modern America. For example, more education on farming techniques that were taught. Also, more education about annoculations. Apparently that came from Native people.</p> <p>I do not feel we should celebrate Indigenous People's Day instead of Columbus Day and people's expression of anti-colonialism is disturbing to me. Europeans shared their culture and technology. Power shifts happen all throughout history. At some point this land was going to be used by others. People are still immigrating here today.</p> <p>Overall, why are we celebrating them? Because they where here first? Doesn't sound like a good reason to me. What did they do? Who where their scientist? How did they make progress? That's what I want to know and celebrate.</p> |
| 141 | 10/22/21 16:04:13 | 10/22/21 16:13:20 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | <p>I feel we should no longer glorify/celebrate any of those that enslaved or murdered innocent people, etc., specifically Christopher Columbus.</p> <p>We should instead have it Indigenous People's Day.</p> <p>Be rid of anything else.</p> <p>Thank you.</p> |
| 142 | 10/22/21 16:12:32 | 10/22/21 16:13:47 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | I don't see any place in a just future for celebrating the acts of Columbus. |
| 143 | 10/22/21 16:13:31 | 10/22/21 16:13:59 anonymous | Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September | |
| 144 | 10/22/21 16:14:48 | 10/22/21 16:15:10 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 145 | 10/22/21 16:06:29 | 10/22/21 16:15:11 anonymous | Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September | <p>I think that there has been a surge in education and awareness around the true impact of Christopher Columbus' arrival into the Americas. The day has brought attention and light to the facts; he was a leader who lead the murder, rape, and enslavement of local communities. The Americas, as a whole, were never the same once he stepped foot on the shores of the Bahamas. This day should remain in our consciousness, not to celebrate, but to acknowledge.</p> <p>We should also be deliberate and honor Indigenous People. Hopefully a Native American Heritage Day will bring the legacies of their ancestors to the forefront of our generation.</p> |
| 146 | 10/22/21 16:12:31 | 10/22/21 16:15:25 anonymous | Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October | It's a celebration of Italian Heritage....., like so many others that get their day & month |
| 147 | 10/22/21 16:15:25 | 10/22/21 16:16:12 anonymous | Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days. | No need to change. |

| | | | | |
|-----|-------------------|-----------------------------|--|---|
| 148 | 10/22/21 16:15:54 | 10/22/21 16:16:19 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 149 | 10/22/21 15:58:42 | 10/22/21 16:16:28 anonymous | Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October | Please share number or percentage of people asking for this change. Every historical event has brought some negatives, along with positive effects. So, are you going to rename all historic events? People of other races are also not native to Americas. So, please introduce a survey on stopping celebration/recognition of all non-native events in Americas. |
| 150 | 10/22/21 16:09:20 | 10/22/21 16:16:34 anonymous | Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October | We are a country whose foundations began with the landing of Columbus in 1492, despite some of the problems that caused. It should not be changed to reflect something else altogether. If you want to recognize or acknowledge other heritages, that's fine, but please don't mess with this country's special days. Most of us don't even get these days off as paid holidays anyway. |
| 151 | 10/22/21 15:57:06 | 10/22/21 16:16:54 anonymous | Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days. | I am not a big fan of Columbus Day being observed as a U.S. holiday since Christopher Columbus never even set foot in U.S. territory but since it's a tradition to celebrate, and to be inclusive I think it's best to celebrate both. I don't think there should be a new holiday to celebrate indigenous people however (and I have part indigenous blood) as we already have a lot of ethnic holidays. The ethnic recognition gets out of control and I think it becomes divisive. |
| 152 | 10/22/21 16:14:02 | 10/22/21 16:17:01 anonymous | Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October | Can we stop with re-writing history, and instead value history as a tool to learn from? In the history of mankind, I don't believe there has ever been a (wo)man without any flaw at all, so let's please just look at this as history and not some condemnation of a person, or group of people. |
| 153 | 10/22/21 16:09:32 | 10/22/21 16:17:04 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | First, it has been definitively proven that the Vikings were in North America in 1021, so Columbus didn't truly "discover" North America. Second, the Native Americans were here long before Europeans and others and had advanced cultures and should be recognized. Third, it is past time we recognized the genocide the Europeans executed against the Native Americans. |
| 154 | 10/22/21 16:16:51 | 10/22/21 16:17:10 anonymous | Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October | |
| 155 | 10/22/21 16:15:45 | 10/22/21 16:17:11 anonymous | Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September | there should be an option 5: Observe Indigenous Peoples' Day instead of Columbus Day on the 2nd Monday of October AND and observe Native American Heritage Day on the 4th Friday of September |
| 156 | 10/22/21 16:08:56 | 10/22/21 16:17:53 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 157 | 10/22/21 16:15:25 | 10/22/21 16:17:57 anonymous | Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September | Both days deserve to be honored on separate days. |

| | | | | |
|-----|-------------------|-----------------------------|--|---|
| 158 | 10/22/21 16:14:45 | 10/22/21 16:18:05 anonymous | Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September | It is I put to reflect on the customs of the time. Let's keep Columbus as a figure of history and remember indigenous people and their accomplishments separately. Don't make them a substitute for something else. |
| 159 | 10/22/21 16:16:52 | 10/22/21 16:18:18 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | Indigenous Peoples' Day would be more appropriate |
| 160 | 10/22/21 16:18:30 | 10/22/21 16:19:02 anonymous | Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days. | Celebrate both |
| 161 | 10/22/21 16:07:20 | 10/22/21 16:19:17 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | It doesn't make sense to recognize one European heritage over others as an actual public holiday, but it is more than appropriate to recognize the first peoples of this land and seek to better understand and learn from the complex historical interactions of cultures that led to where we all are today. There can certainly be other non-holiday recognitions and celebrations of whatever heritage groups want to share their respectful and inclusive cultures and histories with the community, but it is long overdue to prioritize the public holiday to better align with an important and relevant reason for acknowledgment and reflection, and Indigenous Peoples' Day is an appropriate option for that. |
| 162 | 10/22/21 16:18:50 | 10/22/21 16:19:37 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 163 | 10/22/21 16:14:46 | 10/22/21 16:20:16 anonymous | Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days. | Don't discard your history. People without history are people without a future. Native American Heritage name is a also a good name. And need to think how to include Vikings. |
| 164 | 10/22/21 16:19:25 | 10/22/21 16:20:58 anonymous | Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days. | |
| 165 | 10/22/21 16:19:09 | 10/22/21 16:20:59 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 166 | 10/22/21 16:19:40 | 10/22/21 16:21:24 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | It's time to honor the native people of our area and move away from honoring Columbus. |
| 167 | 10/22/21 16:19:03 | 10/22/21 16:21:27 anonymous | Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October | |
| 168 | 10/22/21 16:21:14 | 10/22/21 16:21:32 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 169 | 10/22/21 16:20:52 | 10/22/21 16:21:54 anonymous | Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October | |
| 170 | 10/22/21 16:21:39 | 10/22/21 16:21:58 anonymous | Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October | |
| 171 | 10/22/21 16:21:12 | 10/22/21 16:22:17 anonymous | Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September | |

| | | | | |
|-----|-------------------|-----------------------------|--|---|
| 172 | 10/22/21 16:22:16 | 10/22/21 16:23:01 anonymous | Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days. | Both the names seem appropriate. |
| 173 | 10/22/21 16:21:57 | 10/22/21 16:23:37 anonymous | Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October | Leave it alone for the sake of history, the children, and common sense |
| 174 | 10/22/21 16:23:34 | 10/22/21 16:23:44 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 175 | 10/22/21 16:21:54 | 10/22/21 16:23:47 anonymous | Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September | Please do not sully the great contributions of Italian-Americans to this great Nation! |
| 176 | 10/22/21 16:23:42 | 10/22/21 16:23:55 anonymous | Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October | |
| 177 | 10/22/21 16:23:52 | 10/22/21 16:24:08 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 178 | 10/22/21 16:23:54 | 10/22/21 16:24:19 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 179 | 10/22/21 15:59:06 | 10/22/21 16:24:22 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | I am appalled that the City of Santa Clara feels the need to send out a survey about this issue. It is no longer okay for us to pretend that Columbus was a great man who discovered the Americas. He was not and he did not. We can no longer perpetuate the myth that he discovered "America" or that his work was noble. Even in his own time he was thought of as a murderous tyrant. The atrocities brought by him are not in question: he gave women to his crew to rape and brutalize; he enslaved thousands on Hispaniola; settlers under his domain sold 9 and 10 year girls into sexual slavery. The continued celebration of the brutality and genocide of Native America peoples that began with Christopher Columbus is quite honestly, despicable. Do better Santa Clara! |
| 180 | 10/22/21 16:23:47 | 10/22/21 16:25:00 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | Columbus was a rapist who mistakenly stumbled on this country four hundred years after the vikings. Can we please stop honoring terrible men? |
| 181 | 10/22/21 16:20:41 | 10/22/21 16:25:03 anonymous | Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October | It's outrageous that there is even an option NOT to celebrate Columbus Day. America was possible due to Magna Carta Libertata AND Columbus. |
| 182 | 10/22/21 16:24:09 | 10/22/21 16:25:42 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 183 | 10/22/21 16:26:04 | 10/22/21 16:26:36 anonymous | Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days. | |
| 184 | 10/22/21 16:26:21 | 10/22/21 16:26:45 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | None |
| 185 | 10/22/21 16:26:16 | 10/22/21 16:26:49 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |

| | | | | |
|-----|-------------------|-----------------------------|--|---|
| 186 | 10/22/21 16:26:12 | 10/22/21 16:28:05 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | Get it done with so we can stop talking about it. Dump Columbus. |
| 187 | 10/22/21 16:28:23 | 10/22/21 16:28:39 anonymous | Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October | |
| 188 | 10/22/21 16:27:28 | 10/22/21 16:28:59 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 189 | 10/22/21 16:28:31 | 10/22/21 16:29:35 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 190 | 10/22/21 16:29:34 | 10/22/21 16:29:39 anonymous | Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October | |
| 191 | 10/22/21 16:29:52 | 10/22/21 16:29:57 anonymous | Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October | |
| 192 | 10/22/21 16:29:41 | 10/22/21 16:30:03 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 193 | 10/22/21 16:30:18 | 10/22/21 16:30:22 anonymous | Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October | |
| 194 | 10/22/21 16:29:16 | 10/22/21 16:31:57 anonymous | Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September | Columbus has gotten a bum rap on his treatment of indigenous people, but he was a fearless explorer, so keep his day. A second day to remember Native Americans is a fine idea. |
| 195 | 10/22/21 16:31:01 | 10/22/21 16:32:19 anonymous | Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days. | We can have cultural celebration and historical observance without erasing anything. |
| 196 | 10/22/21 16:32:05 | 10/22/21 16:33:00 anonymous | Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days. | |
| 197 | 10/22/21 16:32:30 | 10/22/21 16:33:13 anonymous | Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October | |

| | | | | |
|-----|-------------------|-----------------------------|--|---|
| 198 | 10/22/21 15:53:20 | 10/22/21 16:33:42 anonymous | Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days. | <p>It would be inappropriate to honor many of the things Columbus, and especially those that followed him, did following the discovery of the "New World" but it is interesting to imagine what the world would have been like had no European crossed the Atlantic. Most of North America would be populated by people living like cavemen. Large areas of what is now called Latin America would have been ruled by a few groups whose practices of human sacrifices and absolute conquest of neighbors would now be considered evil. Europe would have been much poorer, warlike against each other, and possibly much more vicious in obtaining slaves from Africa.</p> <p>North and South America today are far from perfect but, as a direct result of the actions of Columbus, it has led the world in economic growth, medical and scientific advancement, and a willingness to advance thoughts like "What did the Europeans do wrong" in creating our current home.</p> <p>Like most things in life, a broad, honest analysis of controversy requires subtlety. Columbus was vital for creating both the good and bad things of our society. A day honoring the good with a look at the bad is appropriate. Indigenous Peoples Day would inevitably be looked as a day to honor the people living here before</p> |
| 199 | 10/22/21 16:32:23 | 10/22/21 16:33:43 anonymous | Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October | |
| 200 | 10/22/21 16:33:13 | 10/22/21 16:33:45 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 201 | 10/22/21 16:09:54 | 10/22/21 16:34:01 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 202 | 10/22/21 16:32:16 | 10/22/21 16:34:09 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 203 | 10/22/21 15:52:26 | 10/22/21 16:34:25 anonymous | Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days. | <p>Alternatively, move Columbus Day to October 12, and observe Native American People's Day on the 2nd Monday of October. The October 12 observance would reflect a more accurate historical emphasis on the true anniversary of Columbus' landing. A floating holiday for Native Americans, either in late September or early October, would reflect the fact that the arrival of Europeans had more effect than can be attributed to a single historical date.</p> <p>Finally, I doubt that violence and slavery were introduced to Native Americans by Columbus - increased, admittedly, but not introduced. Archeological finds and records demonstrate that violence, wars, genocide, and slavery existed in the Americas well before 1492.</p> |

| | | | | |
|-----|-------------------|-----------------------------|--|--|
| 204 | 10/22/21 16:30:28 | 10/22/21 16:36:47 anonymous | Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September | Both days are history we need to respect. Both events have positive and negative impacts on the area. Please don't eliminate Columbus holiday to have true inclusiveness of this country. Thanks. |
| 205 | 10/22/21 16:36:28 | 10/22/21 16:37:02 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 206 | 10/22/21 16:35:20 | 10/22/21 16:37:04 anonymous | Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days. | If you want balance, have both, on the same day. |
| 207 | 10/22/21 16:33:26 | 10/22/21 16:37:15 anonymous | Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October | Please do not attempt to cancel history. No ethnicity is without fault and all have had their share of shortcomings. |
| 208 | 10/22/21 16:26:25 | 10/22/21 16:37:33 anonymous | Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September | I love that we're evolving as a society to be inclusive and culturally sensitive and I think adding Indigenous Peoples' Day would assist in that evolution of sensitivity and awareness. In addition, keeping Columbus Day will allow us to have conversations about our history, hopefully with honesty about the way Columbus treated the people he found when arriving in North America. It is an opportunity to honor our evolution as a society to be more sensitive and inclusive, and to acknowledge the ugly and unpleasant parts. When we know better, we do better. And in the words of George Santayana, "Those who cannot remember the past are condemned to repeat it." |
| 209 | 10/22/21 16:27:52 | 10/22/21 16:37:38 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | We have to start being more honest about the history of this country and how we got to where we are if we are to build a better future for our children. We cannot continue to tell the same neutered stories about our history and expect the wrongs of the past to just go away because we are ignoring them. With all that has been done to indigenous peoples not only in our country but around the world, renaming this day is literally the least we can do. |
| 210 | 10/22/21 16:35:05 | 10/22/21 16:37:57 anonymous | Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September | It is important to preserve the history of the past to help us understand the present and improve the future. |
| 211 | 10/22/21 16:36:33 | 10/22/21 16:38:02 anonymous | Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September | This country has lost its mind, leave the holidays as they are |
| 212 | 10/22/21 16:17:11 | 10/22/21 16:38:06 anonymous | Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days. | |
| 213 | 10/22/21 16:37:16 | 10/22/21 16:38:31 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |

| | | | | |
|-----|-------------------|-----------------------------|--|--|
| 214 | 10/22/21 16:28:38 | 10/22/21 16:38:56 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | There is little to celebrate about Columbus because he did not "discover" the Americas, as there were already people on the continent. His behavior and the behavior of many who followed had catastrophic consequences: hundreds of thousands of Natives died, lost their land, were treated horribly and many still struggle today because of the scars of the past. A nationwide Indigenous People's Day would be a respectful way to celebrate the memory of those who suffered and still suffer. |
| 215 | 10/22/21 16:38:19 | 10/22/21 16:39:18 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 216 | 10/22/21 16:38:15 | 10/22/21 16:39:48 anonymous | Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September | |
| 217 | 10/22/21 16:37:28 | 10/22/21 16:39:57 anonymous | Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September | I think it in our history that this happened with Columbus finding America. In addition, if Native Americans would like a holiday that would be wonderful for them. STOP the cancel culture and start being responsible adults! |
| 218 | 10/22/21 16:39:21 | 10/22/21 16:40:15 anonymous | Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days. | |
| 219 | 10/22/21 16:36:16 | 10/22/21 16:41:21 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | I completely agree with the shift in the narrative to focus on Native Americans. However, I suspect that the word "indigenous" is an unfamiliar word to many people, who may not be able to pronounce or spell it. Can't we just call it "Native American Day"? |
| 220 | 10/22/21 16:40:29 | 10/22/21 16:41:22 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 221 | 10/22/21 16:36:36 | 10/22/21 16:41:31 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | We should recognize the indigenous people who lived on this land, the original owners. We should have more info about native Americans and their history. Columbus was a conqueror for Spain not a hero. |
| 222 | 10/22/21 16:41:06 | 10/22/21 16:41:41 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 223 | 10/22/21 16:38:42 | 10/22/21 16:41:57 anonymous | Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October | Actually the Vikings discovered North America . Every race , color and creed has blemishes on its past , rather than obliterate it , leave it there to be discussed ,for better or bad it is part of this nations history . |
| 224 | 10/22/21 16:40:53 | 10/22/21 16:42:48 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 225 | 10/22/21 16:39:29 | 10/22/21 16:42:53 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | We should not be celebrating someone who did not actually discover America, didn't even touch what is now the U.S and was tried for treason when he got back to Spain. As Californians we should be leaving about indigenous people who lived here and about their culture and have a day remembering how mission culture devastated these people's lives |

| | | | | |
|-----|-------------------|-----------------------------|--|---|
| 226 | 10/22/21 16:37:27 | 10/22/21 16:43:01 anonymous | Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October | I don't see the need for any observance day/holiday. It is marked in history, but does not require anything more. Besides whatever is chosen now will not be appropriate in another 200 years. |
| 227 | 10/22/21 16:42:40 | 10/22/21 16:43:03 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 228 | 10/22/21 16:41:53 | 10/22/21 16:43:14 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 229 | 10/22/21 16:42:25 | 10/22/21 16:43:24 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | rename |
| 230 | 10/22/21 16:39:32 | 10/22/21 16:43:29 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | Columbus ought not to have any holiday, certainly not one supported by our government. Our city deserves to honor those who are honorable. Italian-Americans or any other immigrant community can hold their own celebration of their choice without making it a governmental affair. |
| 231 | 10/22/21 16:28:51 | 10/22/21 16:43:32 anonymous | Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October | Never thought it should be a national holiday but Columbus' accomplishments should be remembered.. |
| 232 | 10/22/21 16:37:02 | 10/22/21 16:43:42 anonymous | Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September | Why not eliminate both holidays? IMHO advocates for one holiday are not in favor of the other, so give neither side reason to be divisive. |
| 233 | 10/22/21 16:42:17 | 10/22/21 16:44:24 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 234 | 10/22/21 16:43:07 | 10/22/21 16:44:43 anonymous | Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October | |
| 235 | 10/22/21 16:43:53 | 10/22/21 16:45:17 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | Need to recognize the people who lived here. |
| 236 | 10/22/21 16:43:04 | 10/22/21 16:45:59 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | Separate the two events. |
| 237 | 10/22/21 16:38:12 | 10/22/21 16:46:02 anonymous | Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September | |
| 238 | 10/22/21 16:40:33 | 10/22/21 16:46:58 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | It is time to stop honoring and teaching about Christopher Columbus as a hero who discovered America. Definitely a slap in the face for Native Americans. |
| 239 | 10/22/21 16:46:23 | 10/22/21 16:47:23 anonymous | Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October | |
| 240 | 10/22/21 16:22:17 | 10/22/21 16:48:29 anonymous | Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September | I feel there should be two separate days of observance. For whatever faults Columbus had he did "discover" America. He should not be held responsible for the history that followed. He was only one man. I'm fine with an Indigenous Peoples' Day but I think Native Americans would be better served by improving their living conditions through better education, job opportunities, and health care. |

| | | | | |
|-----|-------------------|-----------------------------|--|---|
| 241 | 10/22/21 16:39:09 | 10/22/21 16:49:18 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | Columbus did great things, he discovered America. But the greatness of America does not just belong to him, it belongs to all of it's people, of all time; to everyone who calls it home. |
| 242 | 10/22/21 16:47:13 | 10/22/21 16:49:56 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | A federal holiday to honor indigenous peoples day is only right. It's just one day while other ethnic groups have an entire month for awareness. |
| 243 | 10/22/21 16:47:56 | 10/22/21 16:49:58 anonymous | Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October | |
| 244 | 10/22/21 16:49:44 | 10/22/21 16:50:11 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 245 | 10/22/21 16:49:17 | 10/22/21 16:50:37 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 246 | 10/22/21 16:49:07 | 10/22/21 16:50:51 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 247 | 10/22/21 16:49:33 | 10/22/21 16:51:12 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 248 | 10/22/21 16:51:16 | 10/22/21 16:51:31 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 249 | 10/22/21 16:44:34 | 10/22/21 16:51:40 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | Choosing to observe both Columbus Day and Indigenous Peoples' Day is false equity. Doing so sends the message that although Columbus, as you put it, began centuries of "violence, slavery, forced assimilation and conversion..." his "accomplishment" (which, let's be real, was a mistaken stroke of luck) should be honored as much as we honor his victims. This sort of half measure is insulting; we should fully honor Indigenous people, not force them to share space with the trauma done to them. |
| 250 | 10/22/21 16:51:26 | 10/22/21 16:51:52 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 251 | 10/22/21 16:52:30 | 10/22/21 16:53:16 anonymous | Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October | |
| 252 | 10/22/21 16:51:39 | 10/22/21 16:54:08 anonymous | Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September | |
| 253 | 10/22/21 16:55:04 | 10/22/21 16:56:28 anonymous | Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days. | Though I agree that we should honor Native American history, We should not erase our own history. |
| 254 | 10/22/21 16:52:34 | 10/22/21 16:56:31 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |

| | | | | |
|-----|-------------------|-----------------------------|--|---|
| 255 | 10/22/21 16:48:27 | 10/22/21 16:57:04 anonymous | Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days. | <p>Change the name to "Indigenous Peoples and Immigrants Day". That addresses everybody in my view and lets us keep a paid holiday for our collective-bargaining agreement city workers.</p> <p>I've read several essays on how Columbus Day was promoted by Italians to help them become "white" on a level with the WASPs in light of the Sacco & Vanzetti trial and the even longer streak against Papal influence that Italians, Irish and other Catholics threatened in the minds of many. Well, for what it's worth, that's been pretty much achieved. I don't see the "dago" and "wop" jokebooks I used to read as a kid in the 70s for sale any more (along with those regarding Polish and Africans). For our Italian-American neighbors we can honor them as we do our Chinese-American, Irish-American and other ethnics with the occasional proclamation.</p> |
| 256 | 10/22/21 16:56:22 | 10/22/21 16:57:57 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | Celebrating Columbus Day feels akin to celebrating Indigenous genocide. It has no place in the modern day and should be replaced with Indigenous Peoples' Day. |
| 257 | 10/22/21 16:56:26 | 10/22/21 16:58:10 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | Celebrating original Americans-Indigenous People is the best way to honor the land, it's original people and immigrated people. |
| 258 | 10/22/21 16:57:45 | 10/22/21 16:58:15 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 259 | 10/22/21 16:56:38 | 10/22/21 16:59:05 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | Cancel the holiday all together. |
| 260 | 10/22/21 16:50:07 | 10/22/21 17:00:01 anonymous | Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September | |
| 261 | 10/22/21 16:58:52 | 10/22/21 17:00:01 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | I'm part Italian and I support changing the name. Columbus did a lot of bad. And I'm thinking it probably outweighs any good he did. |
| 262 | 10/22/21 16:56:49 | 10/22/21 17:00:12 anonymous | Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days. | We are all people of different backgrounds but can come together and share and celebrate on the same day as a United people |
| 263 | 10/22/21 16:59:33 | 10/22/21 17:00:24 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 264 | 10/22/21 16:59:46 | 10/22/21 17:01:04 anonymous | Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October | don't change!! |
| 265 | 10/22/21 16:59:37 | 10/22/21 17:01:42 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | It's time to make amends and stop celebrating colonizers. |

| | | | | |
|-----|-------------------|-----------------------------|--|---|
| 266 | 10/22/21 16:43:45 | 10/22/21 17:02:31 anonymous | Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October | <p>Columbus discovered America. We helped Europe defeat the Germans in WWI and WWII. We were the 1st on the Moon. We invented semiconductors. Etc, etc, etc. To the victors go the spoils, I don't care if it is not politically correct. We also wiped out the Aztecs too. So let's not have a holiday to celebrate that too.</p> <p>Let's also not have a holiday for Biden f*cking up the Afghanistan withdrawal too.</p> <p>Please *read* this. It's not as black and white as you think:</p> <p>https://www.usatoday.com/story/opinion/2017/10/09/christopher-columbus-xx-my-ancestor-wasnt-evil-column/744333001/</p> |
| 267 | 10/22/21 16:51:49 | 10/22/21 17:04:02 anonymous | Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October | To blame Columbus for things that occurred years after he arrived in America makes very little sense. Using that thinking Friz Haber, the Jewish chemist that created Zyklon B which was the gas used in the Holocaust, should be blamed for all the deaths |
| 268 | 10/22/21 16:56:28 | 10/22/21 17:04:08 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | I feel strongly that Columbus Day needs to be replaced with Indigenous Peoples' Day to honor the loss, legacy, and culture of those affected by Columbus' arrival and subsequent American colonization as you have pointed out above. Thank you for seeking input from residents. |
| 269 | 10/22/21 16:21:54 | 10/22/21 17:04:29 anonymous | Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September | <p>It is pretty ironic that people are upset with Columbus. As you say "There has been controversy around the holiday due to Columbus' arrival to North America, which ushered in an era of European conquest and death of Native American people. With his arrival came violence, slavery, forced assimilation and conversion of Native American people to Christianity. It also introduced a host of new diseases that had consequential and long-term effects on Native American people." Columbus never landed on our continent -- he landed in the islands in the Carribean!!!! He nor the people on his ships ever touched foot in what is now the United States of America!!! In fact, "The Norse had colonized North America around 500 years before Columbus, with some degree of contact with Europe being maintained until about 1410" (Wikipedia).</p> <p>I think we need to stop blaming Columbus for something he did not directly do!</p> <p>So we can keep the tradition that Columbus discovered America -- and celebrate it on the 2nd Monday of October -- although I remember celebrating it on the actual date of Oct 12th!!!</p> <p>And if the Native Americans desire to have a special day to celebrate their</p> |

| | | | | |
|-----|-------------------|-----------------------------|--|---|
| 270 | 10/22/21 16:49:12 | 10/22/21 17:04:36 anonymous | Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September | Columbus Day has history. It is to celebrate the founding of the new country. No one celebrates the death of the native people or all of the bad things that happened in the early years of this country and you cannot erase what happened by changing the name of a holiday. |
| 271 | 10/22/21 17:04:04 | 10/22/21 17:05:35 anonymous | Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October | |
| 272 | 10/22/21 17:05:49 | 10/22/21 17:06:33 anonymous | Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days. | |
| 273 | 10/22/21 17:07:24 | 10/22/21 17:07:37 anonymous | Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days. | |
| 274 | 10/22/21 17:06:39 | 10/22/21 17:09:50 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | Columbus didn't even "find" the United States, plus he started a massive genocide that continues today and over looks the importance of accepting the culture of Native Americans. Is he important to learn about in school yes but he is part of the "white washed" history that needs to be re-evaluated. |
| 275 | 10/22/21 17:08:19 | 10/22/21 17:11:24 anonymous | Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October | |
| 276 | 10/22/21 17:10:49 | 10/22/21 17:11:43 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 277 | 10/22/21 17:11:22 | 10/22/21 17:12:06 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | It's the morally correct thing to do. |
| 278 | 10/22/21 17:02:32 | 10/22/21 17:12:41 anonymous | Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October | Just an attempt to erase our history, not to promote equality! The roots of this movement are vicious and racist, not the American ideal of "one nation under God, with liberty and justice for all!" |
| 279 | 10/22/21 17:12:31 | 10/22/21 17:13:48 anonymous | Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September | Both are important to some people, so why not honor both? |
| 280 | 10/22/21 17:13:48 | 10/22/21 17:14:44 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 281 | 10/22/21 17:15:00 | 10/22/21 17:16:08 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | It is recognized by the County as such. |
| 282 | 10/22/21 17:15:36 | 10/22/21 17:16:36 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 283 | 10/22/21 17:14:47 | 10/22/21 17:18:02 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 284 | 10/22/21 17:20:04 | 10/22/21 17:20:41 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 285 | 10/22/21 17:21:20 | 10/22/21 17:22:31 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | Columbus was a colonizer who did more harm than good. The least we can do to honor the original owners of this land is rename the holiday. |

| | | | | | |
|-----|-------------------|-------------------|-----------|--|--|
| 286 | 10/22/21 17:22:44 | 10/22/21 17:23:27 | anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 287 | 10/22/21 16:59:23 | 10/22/21 17:23:52 | anonymous | Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October | America celebrates "Columbus day" Period! Santa Clara is becoming a "Woke" City, trying to placate to a minority that needs to be stamped out now, before we lose our Country. Wake up..."enough is enough". Please save our City from Progressive nonsense. Next will be the removal of the missionary building in the center of the city seal. |
| 288 | 10/22/21 17:24:51 | 10/22/21 17:25:44 | anonymous | Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September | |
| 289 | 10/22/21 17:23:24 | 10/22/21 17:25:53 | anonymous | Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October | Change Columbus Day to Italian Heritage Day instead. |
| 290 | 10/22/21 17:24:34 | 10/22/21 17:26:00 | anonymous | Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days. | |
| 291 | 10/22/21 17:16:03 | 10/22/21 17:26:48 | anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | Mass murder and genocide of indigenous people should not be celebrated. The State of California has already changed the name of the holiday to Indigenous People's Day. We should be celebrating the original habitants of this land. |
| 292 | 10/22/21 17:26:04 | 10/22/21 17:27:05 | anonymous | Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days. | |
| 293 | 10/22/21 17:27:40 | 10/22/21 17:28:01 | anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 294 | 10/22/21 17:02:35 | 10/22/21 17:29:04 | anonymous | Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September | Keep Columbus day, and schedule whatever else on some other day. Columbus accomplished a significant achievement in the history of this country. Should we abolish Veterans day because of all the people who died because of our military? Did the indigenous people never cause other indigenous people to die? Should we condemn the Chinese people because they brought Covid to our country and caused millions to die? |
| 295 | 10/22/21 17:29:02 | 10/22/21 17:29:31 | anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 296 | 10/22/21 17:30:24 | 10/22/21 17:33:03 | anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | It is time for all people and all stories to be respected, heard and honored. |
| 297 | 10/22/21 17:30:19 | 10/22/21 17:33:13 | anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | I'm glad to see that the task force is considering eliminating Columbus Day. We should not continue to honor someone who conquered others, and who wrongly named them Indians because he didn't know where he was. |

| | | | | |
|-----|-------------------|-----------------------------|--|--|
| 298 | 10/22/21 17:30:54 | 10/22/21 17:34:57 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | Why is Columbus being celebrated? For what? We know he didn't discover the Americas as there were other people living here. Columbus is only celebrated as a white man who led to the arrival of other white people who exploited the Native people of this land. Continuing to celebrate Columbus Day is saying that the country/city will continue to uphold white supremacy which is the foundation of racism and racial inequality. California has a rich history of indigenous people that should be celebrated and shared. |
| 299 | 10/22/21 17:29:45 | 10/22/21 17:37:56 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | There is convincing evidence that Vikings discovered North America "Evidence for European presence in the Americas in AD 1021" (Nature 10/20/21). Columbus was a man of his time. He did however inflict pain, suffering, and death on the indigenous populations he encountered. |
| 300 | 10/22/21 17:37:08 | 10/22/21 17:40:43 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | Columbus day only serves to celebrate the colonization of POC. I am not an Indigenous person but as a POC who did grow up in a country that was colonized multiple times, by multiple countries, before immigrating here, the celebration of the holiday only serves to remind me that colonization continues to be glorified in our current world. Change the focus back on the people whom we have harmed and continue to do so - celebrate Indigenous Peoples' Day and celebrate it in a way they want to be recognized. |
| 301 | 10/22/21 17:33:52 | 10/22/21 17:42:01 anonymous | Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October | People need to STOP trying to "cancel" our history and how we arrived at where we are today. You can not erase the fact that Christopher Columbus arrived in the Americas on October 12th 1492. |
| 302 | 10/22/21 17:42:18 | 10/22/21 17:42:52 anonymous | Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September | |
| 303 | 10/22/21 17:41:44 | 10/22/21 17:44:07 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 304 | 10/22/21 17:26:05 | 10/22/21 17:45:48 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | He started the rape, enslavement and murder of indigenous peoples in the Americas, why should we celebrate him. |
| 305 | 10/22/21 17:29:32 | 10/22/21 17:46:53 anonymous | Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September | Both need their deserved recognition on separate days. Rather than re-writing American history we can ADD to American history by giving the Native Americans the dignity and respect they deserve. Celebrate the spirit of exploration on Columbus Day and On Native American Heritage Day the many contributions (ecology, foods, products, etc.) that are now part of our American way of life. Let's focus on the positive . . . isn't that what the word "celebration" means? |
| 306 | 10/22/21 17:45:10 | 10/22/21 17:46:54 anonymous | Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days. | makes sense to honor both Columbus and the indigenous people - hopefully an acknowledgement on the same day allows us to reflect on both Columbus' legacy as well as the loss of native culture |

| | | | | |
|-----|-------------------|-----------------------------|--|--|
| 307 | 10/22/21 17:47:24 | 10/22/21 17:48:08 anonymous | Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October | |
| 308 | 10/22/21 17:50:13 | 10/22/21 17:50:29 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 309 | 10/22/21 17:48:13 | 10/22/21 17:50:41 anonymous | Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September | OMGoodness, do people really have nothing better to do than change our entire history? It IS our history, it doesn't matter if it was wonderful or horrible, its OUR HISTORY! By changing names of schools and taking away statues it doesn't change anything, we need to learn from it and move on! Patti Bell, Santa Clara |
| 310 | 10/22/21 17:45:30 | 10/22/21 17:50:55 anonymous | Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days. | Both should be observed. Poor taste to cancel Italian heritage observance. Holding historical figures to 21st century standards is crazy |
| 311 | 10/22/21 17:50:16 | 10/22/21 17:51:15 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 312 | 10/22/21 17:46:12 | 10/22/21 17:51:24 anonymous | Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September | <p>Columbus Day is a day of pride for Italian American residents of Santa Clara. The removal of Columbus Day is an erasure of the Italian American experience and struggle. Italian Americans have been in the United States since the Revolution, fought in the Civil War, were among the most represented groups in World War II and the Vietnam War and were "made American" through their connection to Christopher Columbus's brave exploration of the Atlantic.</p> <p>Native Americans have been a part of the American continent since the Ice Age. Their contributions to our shared story began before the United States and live on through their heroic service in our armed forces and as valued members of our shared community. It would be great to recognize their heritage in Santa Clara and beyond.</p> <p>But, not at the expense of the Italian American experience.</p> <p>I implore you to recognize the heritage, contributions and patriotism of both groups as values members of the American family.</p> |
| 313 | 10/22/21 17:51:55 | 10/22/21 17:52:34 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 314 | 10/22/21 17:54:18 | 10/22/21 17:54:51 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 315 | 10/22/21 17:47:02 | 10/22/21 17:54:55 anonymous | Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September | Columbus set out for North America in the age of discovery and exploration. He did not have an ulterior motive of wiping out the indigenous people inhabiting the continent. He should be celebrated for his courage and skill in navigating the ocean and suffering hardships in the days of early exploration. |

| | | | | |
|-----|-------------------|-----------------------------|--|---|
| 316 | 10/22/21 17:52:15 | 10/22/21 17:56:31 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | Given the brutal history of Columbus, we should not have any day honouring him. I am conflicted on replacing it with indigenous peoples day and prefer to celebrate a different day that matters to them. To summarize No Columbus day Indigenous peoples day on a day important in their history and culture. |
| 317 | 10/22/21 17:53:34 | 10/22/21 17:56:32 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 318 | 10/22/21 16:45:51 | 10/22/21 17:58:19 anonymous | Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October | Many who study history understand why Columbus had to sail. He did so because the land route to Asia had been closed to Europeans since the fall of Constantinople in 1453. People who want to rename this holiday, know very little about accurate history. |
| 319 | 10/22/21 17:58:07 | 10/22/21 17:58:26 anonymous | Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October | |
| 320 | 10/22/21 18:02:12 | 10/22/21 18:03:06 anonymous | Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September | |
| 321 | 10/22/21 18:02:15 | 10/22/21 18:03:24 anonymous | Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October | |
| 322 | 10/22/21 17:54:27 | 10/22/21 18:04:15 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | I think it is insensitive to continue to give significant importance to the act of Columbus landing in the Caribbean in 1492 given the significant destruction of native American culture following his arrival. We need to recognize that these individuals were colonists and settlers whose aim was not only exploration. At the same I recognize that there may be value in celebrating Italian American heritage although I am not sure if it needs to be federal holiday given that there are other cultures in the US that would also be deserving of such a celebration. Renaming Columbus day as indigenous peoples day provides a chance to have a dialog about our past and to discuss future reparations. |
| 323 | 10/22/21 18:03:55 | 10/22/21 18:04:20 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 324 | 10/22/21 18:03:49 | 10/22/21 18:04:40 anonymous | Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October | |
| 325 | 10/22/21 18:02:57 | 10/22/21 18:06:03 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | Celebrating Columbus never made sense to me, even as a kid. |
| 326 | 10/22/21 17:57:34 | 10/22/21 18:06:59 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | To celebrate Columbus Day would be to celebrate a legacy of genocide. I understand some would rather interpret the holiday as Italian-American pride, but there are several ways the city could celebrate Italian-Americans and their culture without hurting/disregarding Indigenous people who are still suffering the effects of cultural erasure, colonization, and the government's negligence. We need to forget Columbus Day and honor Indigenous People's Day instead. |

| | | | | |
|-----|-------------------|-----------------------------|--|--|
| 327 | 10/22/21 18:03:28 | 10/22/21 18:07:13 anonymous | Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September | Indigenous people maintain an important part of the history of this land. Columbus had an important impact on world history. This need no be an either/or issue. Both can be properly observed. |
| 328 | 10/22/21 18:07:52 | 10/22/21 18:09:01 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 329 | 10/22/21 18:07:50 | 10/22/21 18:09:11 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 330 | 10/22/21 18:08:17 | 10/22/21 18:09:29 anonymous | Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days. | |
| 331 | 10/22/21 18:04:14 | 10/22/21 18:11:40 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | Renaming this holiday here is WAY overdue. I feel strongly that refocusing the honor of a holiday on the native peoples who were here first and have always been true stewards of the land, is the right thing to do. To keep Columbus Day in any form would show a biased leaning in our historically white European colonized community. |
| 332 | 10/22/21 18:11:16 | 10/22/21 18:11:56 anonymous | Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October | I believe the Norse were here first |
| 333 | 10/22/21 18:12:22 | 10/22/21 18:13:08 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | I'm Italian and even I know that Columbus was an asshole. |
| 334 | 10/22/21 18:11:42 | 10/22/21 18:14:09 anonymous | Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days. | There are many more important issues for the city of Santa Clara to tackle than to spend resource on renaming or changing things or holidays. |
| 335 | 10/22/21 18:10:15 | 10/22/21 18:14:10 anonymous | Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days. | CANCEL AND RENAME EVERYTHING!!! HOW ABOUT REMOVING THE STATUE IN THE POND BECAUSE ITS OFFENSIVE TO NON-CHRISTIAN PEOPLE? WHEN DO WE RENAME THE CITY? I'M SURE "SAINT CLAIRE OF ASSISI" IS DEMORALIZING OR INSULTING TO NON-CHRISTIAN PEOPLE OF A WIDE VARIETY OF ETHNICITY. STOP THE MADNESS, THIS IS INSANITY AT ITS WORST. |
| 336 | 10/22/21 18:16:25 | 10/22/21 18:17:01 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 337 | 10/22/21 18:16:47 | 10/22/21 18:17:44 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | Columbus Day is damaging to indigenous peoples' cultures and namesake. |
| 338 | 10/22/21 18:17:31 | 10/22/21 18:18:30 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 339 | 10/22/21 18:14:04 | 10/22/21 18:20:34 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | Columbus never stepped foot in North America. Instead, he massacred Indigenous people in the Caribbean and became a slave trader. Why should we honor that behavior? |
| 340 | 10/22/21 18:14:03 | 10/22/21 18:21:19 anonymous | Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October | |

| | | | | |
|-----|-------------------|-----------------------------|--|---|
| 341 | 10/22/21 18:17:00 | 10/22/21 18:22:08 anonymous | Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September | We should stop demonizing Columbus, and also give Native Americans their day. |
| 342 | 10/22/21 18:20:45 | 10/22/21 18:22:09 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 343 | 10/22/21 18:22:16 | 10/22/21 18:22:28 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 344 | 10/22/21 18:21:56 | 10/22/21 18:23:27 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | Make sure that it maintains its status as a Federal Holiday, or have local enforcement of this as a protected holiday that businesses must observe! |
| 345 | 10/22/21 18:21:15 | 10/22/21 18:24:58 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 346 | 10/22/21 18:25:25 | 10/22/21 18:27:21 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 347 | 10/22/21 18:25:03 | 10/22/21 18:27:54 anonymous | Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days. | Columbus is recognized by Italians as an icon. Our city has deep Italian roots. We should not deny them their day. We also need to honor Indigenous People. Give them a day too but make it separate from Columbus Day. We need to include all. |
| 348 | 10/22/21 18:24:40 | 10/22/21 18:28:39 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | Changing the name of this holiday to Indigenous Peoples Day is the very least that could be done to recognize the actual people who discovered this land. |
| 349 | 10/22/21 18:27:59 | 10/22/21 18:28:43 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | I prefer to only observe indigenous peoples day |
| 350 | 10/22/21 18:28:32 | 10/22/21 18:29:58 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | We should be remembering the lives and cultures lost due to our colonization rather than celebrating those who caused mass genocide against those lives. |
| 351 | 10/22/21 18:29:25 | 10/22/21 18:30:19 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 352 | 10/22/21 18:31:48 | 10/22/21 18:32:14 anonymous | Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October | |
| 353 | 10/22/21 18:33:33 | 10/22/21 18:34:55 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 354 | 10/22/21 18:33:45 | 10/22/21 18:36:08 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | It is long overdue to recognize the contributions of the indigenous people of this area and North America in general with a holiday. It is equally as long overdue to recognize Christopher Columbus through an objective historical lens, rather than rose colored lenses, for what his arrival the New World brought, colonialism and ethnic cleansing, and dispose of the holiday. |
| 355 | 10/22/21 18:35:48 | 10/22/21 18:36:27 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |

| | | | | |
|-----|-------------------|-----------------------------|--|--|
| 356 | 10/22/21 18:35:22 | 10/22/21 18:38:16 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | Columbus is nothing to celebrate and reflects our racist past. Better to honor those who were already here and who have suffered from it ever since. |
| 357 | 10/22/21 18:34:49 | 10/22/21 18:38:27 anonymous | Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September | Columbus was a brave explorer in his day, breaking the boundary of belief of what was possible. He did not bring violence to the native people, that was here already. He did not bring conquering and territory takeover here, that was here already. |
| 358 | 10/22/21 18:40:00 | 10/22/21 18:40:32 anonymous | Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September | |
| 359 | 10/22/21 18:38:44 | 10/22/21 18:41:06 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | Anyone favoring or trying to celebrate Columbus in a positive light should read "Columbus and Other Cannibals: The Wetiko Disease of Exploitation, Imperialism, and Terrorism" by Jack D. Forbes |
| 360 | 10/22/21 18:41:04 | 10/22/21 18:41:43 anonymous | Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September | |
| 361 | 10/22/21 18:40:49 | 10/22/21 18:42:08 anonymous | Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days. | |
| 362 | 10/22/21 18:43:12 | 10/22/21 18:44:51 anonymous | Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October | |
| 363 | 10/22/21 18:44:57 | 10/22/21 18:45:02 anonymous | Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September | |
| 364 | 10/22/21 18:45:44 | 10/22/21 18:47:00 anonymous | Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October | |
| 365 | 10/22/21 18:46:54 | 10/22/21 18:47:25 anonymous | Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days. | |
| 366 | 10/22/21 18:45:28 | 10/22/21 18:47:36 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | I think we should observe Indigenous Peoples' Day on a day chosen by the Indigenous People - and completely disregard Columbus Day. |
| 367 | 10/22/21 18:42:16 | 10/22/21 18:48:26 anonymous | Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days. | Observe Indigenous People's Day and Italian American Heritage Day on the same day in October. Columbus Day came to be observed in a large part to recognize the contribution of Italians in America after the lynching of Sicilians in Louisiana. Columbus Day resonates with many Italian Americans as a time to celebrate their culture. |
| 368 | 10/22/21 18:47:13 | 10/22/21 18:49:05 anonymous | Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September | Keep the days separate. |
| 369 | 10/22/21 18:52:26 | 10/22/21 18:53:09 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 370 | 10/22/21 18:51:48 | 10/22/21 18:53:45 anonymous | Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October | |

| | | | | |
|-----|-------------------|-----------------------------|--|---|
| 371 | 10/22/21 18:41:38 | 10/22/21 18:54:54 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | Renaming the holiday I think it is the right to do for indigenous people trying to keep their native culture from disappearing. The bay area has sooo many cultures. Maybe we should have a "celebrate culture" day so everyone can feel good about themselves? But I think there is something special about the local, indigenous culture that makes a place special and unique. |
| 372 | 10/22/21 18:51:33 | 10/22/21 18:54:54 anonymous | Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October | for one thing, most of the people who want I day are in fact descended from the nation or nations C represented. The indignity they claim to feel is hypocritical. |
| 373 | 10/22/21 18:33:22 | 10/22/21 18:54:58 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 374 | 10/22/21 18:57:35 | 10/22/21 18:58:36 anonymous | Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October | Keep history history. Stop trying to cancel everything and stop feeding into this craziness!!! |
| 375 | 10/22/21 18:59:41 | 10/22/21 19:00:50 anonymous | Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October | |
| 376 | 10/22/21 19:02:18 | 10/22/21 19:05:32 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | I think it's inappropriate and immoral to celebrate and honor a European colonizer--that is, Columbus--who helped bring about the oppression and near-extinction of indigenous peoples whose land this was first. Columbus and other later European imperialists stole indigenous people's lands and tried to suppress their cultures, traditions, spiritual beliefs, etc. I think it would be much more appropriate, ethical, and just to rename the holiday as "Indigenous People's Day." |
| 377 | 10/22/21 19:03:19 | 10/22/21 19:05:37 anonymous | Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days. | |
| 378 | 10/22/21 19:04:13 | 10/22/21 19:05:59 anonymous | Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October | What is the matter with people, trying to cancel everyone. Columbus wasn't perfect. No one is. Let's learn from our mistakes so we don't repeat them. I am tired of all this crap! |
| 379 | 10/22/21 19:04:44 | 10/22/21 19:06:42 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | Time for this rather fraudulent holiday to be removed, That said, no one from any of the Ohlone, Miwok, Pomo or Hupa peoples call them selves ANYTHING but Indian. |
| 380 | 10/22/21 19:07:06 | 10/22/21 19:07:25 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 381 | 10/22/21 19:08:23 | 10/22/21 19:09:52 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 382 | 10/22/21 19:09:21 | 10/22/21 19:10:09 anonymous | Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September | |
| 383 | 10/22/21 19:11:03 | 10/22/21 19:11:18 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |

| | | | | |
|-----|-------------------|-----------------------------|--|--|
| 384 | 10/22/21 19:10:11 | 10/22/21 19:11:18 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 385 | 10/22/21 19:04:35 | 10/22/21 19:14:40 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | Wow! I can elaborate on this matter plenty. Rather I will be concise. As a daughter of immigrants, whose lived here her entire life and who has read plenty on the arrival of Christopher Columbus and how he and his people attempted to erase the indigenous tribes who were present at that time, their culture, their history and impose their beliefs and conquer the land that was already fruitful in so many ways. I believe it is awful to have a day that celebrates someone who actually was part of the destruction of indigenous tribes and should not be commemorated. |
| 386 | 10/22/21 19:10:00 | 10/22/21 19:15:39 anonymous | Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October | I am an immigrant to America, arriving here in 1999. I have read up on the history of the United States and find that it is not much different than many other counties (including the one I came from) in terms of various wars/battles/etc taking place over the years. I'm not in favor of trying to revise history and accommodating all sorts of "new traditions", I would like to respect the traditions of where I now find myself as it is a great country. I am not offended at all by Columbus Day, and would like to keep the status quo. |
| 387 | 10/22/21 19:15:34 | 10/22/21 19:16:22 anonymous | Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days. | |
| 388 | 10/22/21 19:15:02 | 10/22/21 19:18:03 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | Columbus was a colonizer and murdered, raped and pillaged from our First Nation peoples. As a Native Hawaiian, this day needs to be renamed Indigenous Peoples Day. |
| 389 | 10/22/21 19:15:35 | 10/22/21 19:19:00 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 390 | 10/22/21 19:13:37 | 10/22/21 19:19:21 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | Is there some way of celebrating Italian culture & heritage WITHOUT naming it or relating it to Columbus? Better yet, some sort of multi cultural day where ALL cultures in this melting pot could be celebrated? Where different culture foods and art & dance are celebrated? I'd LOVE that kind of celebration! |
| 391 | 10/22/21 19:13:52 | 10/22/21 19:19:45 anonymous | Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September | This is our history. We cannot change it and we learn from it. Destroying what made the U.S. the country it is today is wrong. If we want to honor the people who were here when Columbus arrived then a separate holiday is fine but quit destroying our history -- WE LEARN FROM IT. There is way too much POLITICAL CORRECTNESS these days. |
| 392 | 10/22/21 19:20:31 | 10/22/21 19:21:53 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 393 | 10/22/21 19:23:38 | 10/22/21 19:24:20 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |

| | | | | |
|-----|-------------------|-----------------------------|--|---|
| 394 | 10/22/21 18:37:53 | 10/22/21 19:27:45 anonymous | Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September | |
| 395 | 10/22/21 19:26:30 | 10/22/21 19:27:52 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | Columbus does not need to be honored. |
| 396 | 10/22/21 19:26:24 | 10/22/21 19:31:29 anonymous | Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September | respect the history while we pay respect to the people. We should not modify history to suite our taste change. |
| 397 | 10/22/21 18:53:34 | 10/22/21 19:31:41 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | History shapes our present realities. History has been distorted to glorify the Columbus myths that led to the immiseration and decimation of indigenous people. Recognizing Columbus Day has no legitimacy. It exacerbates the historical trauma that native peoples face and is a missed opportunity for the rest of us to learn from the past and make connections to the present. |
| 398 | 10/22/21 19:34:40 | 10/22/21 19:34:58 anonymous | Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September | |
| 399 | 10/22/21 19:36:23 | 10/22/21 19:37:48 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | Indigenous peoples' day is the right thing to do. |
| 400 | 10/22/21 19:42:10 | 10/22/21 19:43:31 anonymous | Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September | All is important to how we have gotten here, We should not erase history but learn from it. |
| 401 | 10/22/21 19:42:37 | 10/22/21 19:44:26 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | Given the history surrounding Columbus, we should not be honoring him, at all w/ a holiday. Instead, honoring indigenous people makes more sense. |
| 402 | 10/22/21 19:44:59 | 10/22/21 19:45:49 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 403 | 10/22/21 19:51:11 | 10/22/21 19:51:40 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 404 | 10/22/21 19:19:30 | 10/22/21 19:53:09 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 405 | 10/22/21 19:48:45 | 10/22/21 19:54:25 anonymous | Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September | Getting rid of Columbus Day erases his positive impact. Having only indigenous day paints Columbus as all evil. I think we can have both |
| 406 | 10/22/21 19:50:48 | 10/22/21 19:54:54 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | Replace Columbus Day with Indigenous Peoples Day |
| 407 | 10/22/21 19:47:48 | 10/22/21 19:56:49 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | Columbus Day has been observed for less than 100 years. Columbus was a kidnapping, murdering, rapist who sold 9 year old girls into sexual slavery. Celebrating his life is absurd. He did not "discover" America in any sense of the word. The Vikings had settlements here, so he wasn't even the first European. The many native American peoples have been here in many different civilizations and it's time to acknowledge how much was lost when the Spaniards and other colonists destroyed their civilization. |

| | | | | |
|-----|-------------------|-----------------------------|--|--|
| 408 | 10/22/21 19:56:19 | 10/22/21 19:57:16 anonymous | Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days. | |
| 409 | 10/22/21 19:54:44 | 10/22/21 19:59:46 anonymous | Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September | We need to remember both events.. |
| 410 | 10/22/21 20:04:54 | 10/22/21 20:05:23 anonymous | Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September | |
| 411 | 10/22/21 20:03:19 | 10/22/21 20:06:40 anonymous | Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September | No comment |
| 412 | 10/22/21 20:05:12 | 10/22/21 20:08:29 anonymous | Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days. | As an Italian American I feel that legacy should not be eliminated from memory especially in this area where so many Italians settled and contributed to the growth of the nation. |
| 413 | 10/22/21 20:08:34 | 10/22/21 20:08:58 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 414 | 10/22/21 20:09:05 | 10/22/21 20:10:11 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | It's long due to acknowledge native Americans and denounce the failed explorer Columbus |
| 415 | 10/22/21 20:09:32 | 10/22/21 20:10:22 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 416 | 10/22/21 20:09:46 | 10/22/21 20:12:55 anonymous | Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September | |
| 417 | 10/22/21 20:12:47 | 10/22/21 20:14:40 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 418 | 10/22/21 20:14:31 | 10/22/21 20:14:41 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 419 | 10/22/21 20:13:42 | 10/22/21 20:15:41 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 420 | 10/22/21 20:13:45 | 10/22/21 20:15:58 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 421 | 10/22/21 20:02:22 | 10/22/21 20:17:57 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | <p>Since scientists have now proven that the Vikings were in North America almost 500 years before Columbus, there is no reason why we should celebrate him anymore. If the City administration doesn't move to replace Columbus Day with Indigenous People's (or similar) Day, you are essentially supporting genocide and white supremacy.</p> <p>Source: https://www.reuters.com/lifestyle/science/goodbye-columbus-vikings-crossed-atlantic-1000-years-ago-2021-10-20/</p> |
| 422 | 10/22/21 20:25:01 | 10/22/21 20:27:55 anonymous | Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September | |

| | | | | |
|-----|-------------------|-----------------------------|--|--|
| 423 | 10/22/21 20:29:40 | 10/22/21 20:31:24 anonymous | Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September | |
| 424 | 10/22/21 20:09:44 | 10/22/21 20:32:41 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | I would suggest to call what is currently called Columbus Day as People's day (no more Columbus day; nor indigenous people day). All people would mean : native from the north, central and south America as well as people from all other continents. Either way, I would not like the city of Santa Clara observing (closed) on two days. Doesn't the city of Santa Clara has more holidays than other governmental institutions? |
| 425 | 10/22/21 20:08:34 | 10/22/21 20:48:19 anonymous | Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September | Columbus have been very much maligned (and so has Junipero Serra). The pendulum have swung way too far. Columbus made a huge contribution to our world today and that should be acknowledged. I agree that Indigenous people were mistreated badly by some conquistadores, British and American colonies , etc. and then laid blame on Columbus . |
| 426 | 10/22/21 20:46:11 | 10/22/21 20:48:24 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | Columbus should not continue to be observed given that he did not "discover" anything. He wasn't even the first non-indigenous group to land in the Americas. |
| 427 | 10/22/21 20:34:23 | 10/22/21 20:48:27 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | Okay. In the 1898 Supreme Court Case, Williams v. Mississippi, the Court gave lip service to the the Constitution's explicit words securing citizenship and equality for all, but then declared that there was "a field of permissible action" whereby bigotry and segregation might be allowed to simmer. In other words, if "everybody" goes along with it, we can just ignore the words of that pesky ole Constitution. (... and that hypocritical Declaration ...) Whether we have made much progress since then is still debated. Reassessing whom we honor is a small step. If we rein ourselves in and move closer to our professed ideals, it's a start. |
| 428 | 10/22/21 20:40:08 | 10/22/21 20:49:06 anonymous | Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September | Stop tinkering with history and pushing your anti-European BS. Slavery has been and IS world-wide and ALL races have been perpetrators. It is what it is...an ugly side of human nature but we need to learn from it, not sweep it under the rug |
| 429 | 10/22/21 20:48:38 | 10/22/21 20:50:01 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | Change name to Discovery Day to encompass both. |
| 430 | 10/22/21 20:49:40 | 10/22/21 20:50:32 anonymous | Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days. | |
| 431 | 10/22/21 20:53:35 | 10/22/21 21:00:10 anonymous | Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October | The people who are trying to change Columbus day in my opinion are bored. There lives are so empty they have make things up and accuse America of being a racist country. Get a life and leave us alone. |
| 432 | 10/22/21 21:02:04 | 10/22/21 21:05:07 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | Much of Santa Clara is on land that belongs to the Indigenous Peoples that once lived here. I hope we recognize that on the day. Columbus is remembered already in many names of places. |

| | | | | |
|-----|-------------------|-----------------------------|--|---|
| 433 | 10/22/21 21:03:23 | 10/22/21 21:05:09 anonymous | Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October | |
| 434 | 10/22/21 21:04:37 | 10/22/21 21:05:40 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 435 | 10/22/21 21:15:05 | 10/22/21 21:15:50 anonymous | Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October | |
| 436 | 10/22/21 21:20:31 | 10/22/21 21:21:00 anonymous | Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September | Its right they are both celebrated/remembered |
| 437 | 10/22/21 21:19:49 | 10/22/21 21:21:09 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | See answer to question #1. 😊 |
| 438 | 10/22/21 21:29:46 | 10/22/21 21:30:28 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 439 | 10/22/21 21:30:54 | 10/22/21 21:31:10 anonymous | Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October | |
| 440 | 10/22/21 21:30:05 | 10/22/21 21:31:45 anonymous | Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October | Are the results of the survey ever going to be made public? |
| 441 | 10/22/21 21:31:49 | 10/22/21 21:31:55 anonymous | Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October | |
| 442 | 10/22/21 21:31:58 | 10/22/21 21:33:32 anonymous | Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October | What kind of accuracy do you expect to get the same person can vote multiple times? |
| 443 | 10/22/21 21:32:45 | 10/22/21 21:34:12 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 444 | 10/22/21 21:29:29 | 10/22/21 21:36:34 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | Columbus was a cruel European conqueror and should have never been honored with a holiday. On the other hand, the first people to live on this continent in harmony with nature, and who were treated savagely by Europeans & U.S. citizens for centuries, deserve to be honored and listened to. (At the moment, the irony of many of them being arrested in DC on October 11th 2021 for protesting the climate-destroying, water & land polluting pipelines, is not lost on anyone paying attention.) |
| 445 | 10/22/21 21:36:37 | 10/22/21 21:37:00 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 446 | 10/22/21 21:46:40 | 10/22/21 21:47:20 anonymous | Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October | Columbus. Stop rewriting history |
| 447 | 10/22/21 21:57:00 | 10/22/21 21:59:06 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | I strongly support replacing Columbus Day, which celebrates a truly awful human being (much worse than some of his contemporaries) for "discovering" an already occupied land, with a day which acknowledges and honors the many peoples who lived here for generations and were forcefully supplanted by European colonists. |
| 448 | 10/22/21 21:59:55 | 10/22/21 22:00:07 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |

| | | | | |
|-----|-------------------|-----------------------------|--|--|
| 449 | 10/22/21 22:00:51 | 10/22/21 22:02:35 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | This is long overdue and I'm glad the conversation is taking place - definitely need to rid of honoring a person that has caused so much trauma to indigenous peoples. |
| 450 | 10/22/21 22:09:17 | 10/22/21 22:10:23 anonymous | Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October | You guys need to get a better jobs. Fix homelessness and crime before you start thinking of such useless shit. |
| 451 | 10/22/21 22:04:23 | 10/22/21 22:12:12 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | Celebrating Columbus day is like flying a Confederate flag. It disregards the historic oppression of certain groups of people. We need to change the paradigm. |
| 452 | 10/22/21 22:16:54 | 10/22/21 22:20:24 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | There are no "two sides" to colonization and dispossession |
| 453 | 10/22/21 22:12:11 | 10/22/21 22:20:35 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | Although Colombus discovered the Americas for Europeans, he was the oppressor that put Native Americans in the struggles they still face to say. The reservations, the Indian Removal Act can all be traced back to Colombus, just by common sense alone. |
| 454 | 10/22/21 22:22:34 | 10/22/21 22:25:33 anonymous | Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days. | |
| 455 | 10/22/21 22:29:58 | 10/22/21 22:30:09 anonymous | Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October | |
| 456 | 10/22/21 22:22:57 | 10/22/21 22:31:16 anonymous | Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days. | If you truly want to be inclusive (as opposed to using the word "inclusive" as a way to erase white people/history), then Santa Clara should observe both Columbus Day and Indigenous Peoples' Day. |
| 457 | 10/22/21 22:31:00 | 10/22/21 22:32:06 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 458 | 10/22/21 22:29:13 | 10/22/21 22:32:39 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | Columbus drove the slaughter and displacement of indigenous people. It's totally tone deaf and downright immoral to continue celebrating him. |
| 459 | 10/22/21 22:33:02 | 10/22/21 22:33:32 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 460 | 10/22/21 22:33:19 | 10/22/21 22:35:14 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 461 | 10/22/21 22:30:10 | 10/22/21 22:36:41 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | I don't see a reason to celebrate violence, slavery, forced assimilation and conversion, and colonization. It's no brainer. Change Columbus Day to Native People's Day. |
| 462 | 10/22/21 22:35:14 | 10/22/21 22:36:59 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | Columbus committed atrocities and is not a great man to celebrate. I definitely support no longer celebrating Columbus Day. I also think we could probably all use a day to reflect, learn, and celebrate the history and culture of the indigenous peoples of the Americas. |
| 463 | 10/22/21 22:37:42 | 10/22/21 22:38:54 anonymous | Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October | Leave it as is |
| 464 | 10/22/21 22:32:02 | 10/22/21 22:39:38 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | Columbus was looking for India. He only missed by 15,000 miles or so. Why celebrate this error? |

| | | | | |
|-----|-------------------|-----------------------------|--|--|
| 465 | 10/22/21 22:39:45 | 10/22/21 22:40:55 anonymous | Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days. | Keep both! |
| 466 | 10/22/21 23:00:07 | 10/22/21 23:00:48 anonymous | Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October | |
| 467 | 10/22/21 17:05:50 | 10/22/21 23:03:23 anonymous | Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days. | Columbus is part of the history that can't be erased. |
| 468 | 10/22/21 23:13:01 | 10/22/21 23:13:46 anonymous | Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October | |
| 469 | 10/22/21 23:13:58 | 10/22/21 23:14:05 anonymous | Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October | |
| 470 | 10/22/21 23:07:13 | 10/22/21 23:14:33 anonymous | Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days. | Both have significant history, remembrance, transitions, and lessons right now for our communities. Also to further a path for growth, community, and progress we want to assure opportunities for reflection, growth, and trust to be established. (These opportunities could include, for instance: time, comfort, familiarity, co-ownership/buy-in, accountability, inclusivity, etc) |
| 471 | 10/22/21 23:15:20 | 10/22/21 23:19:07 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | It's a good step in recognizing that Columbus did horrible things to the people on whose land he arrived upon. Why should we celebrate this? |
| 472 | 10/22/21 23:18:29 | 10/22/21 23:20:10 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 473 | 10/22/21 23:22:51 | 10/22/21 23:24:03 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | Columbus was a war criminal. Not currently into celebrating war criminals. |
| 474 | 10/22/21 23:24:30 | 10/22/21 23:25:51 anonymous | Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October | |
| 475 | 10/22/21 23:22:42 | 10/22/21 23:28:11 anonymous | Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days. | We can not change or re-write history, but we can learn from the past. We will not make the same mistakes our ancestors/forebearers did. We grew up with certain holidays, why confuse people by renaming them? |
| 476 | 10/22/21 23:28:39 | 10/22/21 23:29:39 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 477 | 10/22/21 23:25:22 | 10/22/21 23:33:01 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | Native Americans deserve to be the center of the narrative. |
| 478 | 10/22/21 23:29:55 | 10/22/21 23:34:32 anonymous | Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days. | I don't feel changing name of holiday is the answer. We change our attitude or opinion of things but we cannot change history. We forget our history „bad or wrong as it is, apt to repeat it |

| | | | | |
|-----|-------------------|-----------------------------|--|--|
| 479 | 10/22/21 23:33:00 | 10/22/21 23:37:27 anonymous | Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September | As an Italian-American, I've always been proud of my heritage (not to the exclusion of other people's heritage), and that Columbus discovered America, even tho, like a lot of things, this has been proved inaccurate. I'd like to see a celebration of the good things Italian Americans have brought to America. AND I'd like to see a celebration of Native Americans who have contributed much to this country - and an accurate history of how they have been treated. We need to make amends for how abysmally they were - AND ARE - treated. |
| 480 | 10/22/21 23:35:21 | 10/22/21 23:38:22 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | It's time to honor truth and history and center the voices of Native Californians who are speaking out against historical and ongoing practices of colonization. It's time to tackle Santa Clara's city motto, the history legacy of the mission, and actively give the land back to the peoples it was stolen from. Sincerely, a fellow colonizer |
| 481 | 10/22/21 23:38:05 | 10/22/21 23:41:02 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | Indigenous Peoples' Day only |
| 482 | 10/22/21 23:43:04 | 10/22/21 23:43:34 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 483 | 10/23/21 0:07:01 | 10/23/21 0:07:41 anonymous | Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October | Keep it as Columbus Day |
| 484 | 10/22/21 17:01:40 | 10/23/21 0:07:47 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 485 | 10/23/21 0:13:27 | 10/23/21 0:14:31 anonymous | Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days. | |
| 486 | 10/23/21 0:30:35 | 10/23/21 0:31:10 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 487 | 10/23/21 0:54:56 | 10/23/21 0:57:22 anonymous | Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days. | |
| 488 | 10/23/21 0:56:27 | 10/23/21 0:57:31 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | Don't celebrate Columbus day, he was an invader. |
| 489 | 10/23/21 1:02:52 | 10/23/21 1:09:44 anonymous | Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September | I think we should have both. We cannot ignore history by eliminating it. We need to acknowledge it and learn from it. So by observing both - on different days - we can learn from both. |
| 490 | 10/23/21 1:18:33 | 10/23/21 1:19:29 anonymous | Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September | |

| | | | | |
|-----|------------------|----------------------------|--|--|
| 491 | 10/23/21 2:49:34 | 10/23/21 2:54:25 anonymous | Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October | I'm latino and have of 40% indigenous blood. There's a lot of things that are more important and productive that tweaking or adding silly holidays, that is if you don't want to end like the poor countries in Latin America. Please use my tax money for something meaningful. |
| 492 | 10/23/21 2:53:42 | 10/23/21 2:55:31 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 493 | 10/23/21 3:51:22 | 10/23/21 3:52:34 anonymous | Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days. | |
| 494 | 10/23/21 4:36:19 | 10/23/21 4:38:58 anonymous | Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days. | |
| 495 | 10/23/21 5:04:00 | 10/23/21 5:04:50 anonymous | Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October | |
| 496 | 10/23/21 5:07:08 | 10/23/21 5:10:12 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | Columbus day was an absurd observance from the get-go, and should never have been a holiday. |
| 497 | 10/23/21 5:26:13 | 10/23/21 5:27:07 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 498 | 10/23/21 6:18:00 | 10/23/21 6:19:29 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 499 | 10/23/21 6:00:57 | 10/23/21 6:22:31 anonymous | Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days. | We need to acknowledge all sides of history and explain both the good and bad that come from historical events. |
| 500 | 10/23/21 6:29:51 | 10/23/21 6:30:33 anonymous | Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October | |
| 501 | 10/23/21 6:31:36 | 10/23/21 6:32:12 anonymous | Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September | |
| 502 | 10/23/21 6:47:12 | 10/23/21 6:50:30 anonymous | Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October | I disagree with turning the famous from history into villains |
| 503 | 10/23/21 6:51:37 | 10/23/21 6:52:39 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 504 | 10/23/21 7:02:28 | 10/23/21 7:02:55 anonymous | Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October | |

| | | | | |
|-----|-------------------|----------------------------|--|--|
| 505 | 10/23/21 7:05:35 | 10/23/21 7:14:20 anonymous | Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October | The concept of celebrating "Indigenous Peoples' Day" is odd to me. What are we celebrating? Who are we celebrating, e.g., Native Americans or just any Indigenous People from anywhere? The idea that we would simply swap Columbus for Indigenous People misses some fundamental points. No, Columbus wasn't the first to discover the continent, arguably not even the first to discover it by boat from Europe. However, he established the continent for colonization for Europe. And, while colonization has negative associations, it is also the only way that our country and others could have been established as they exist. This intentional effort to erase important historical contributions by people we judge harshly under today's lens of morality is a dangerous trend. Teach the good and the bad through the memory, rather than simply expunge it from our history. And, if you want to celebrate Native Americans, specifically, find a way to do so that makes more sense and doesn't seem to be such a trivial, half-hearted approach as simply exchanging names on a holiday. |
| 506 | 10/23/21 7:15:21 | 10/23/21 7:15:40 anonymous | Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October | |
| 507 | 10/23/21 7:20:02 | 10/23/21 7:21:00 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 508 | 10/23/21 7:28:20 | 10/23/21 7:35:14 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | As an African American. Person who is all too familiar with the horrors of abuse towards not just indigenous people but Africans brought her against their will. I can relate to their struggle which is brought to life more when history is corrected. As it should be. I can only hope it is also one step closer for African Americans and descendants of slaves to get the Reparations they are due for all the lynching, raping, killing, separation of families, racism/discrimination and free labor my people endured. |
| 509 | 10/23/21 7:34:34 | 10/23/21 7:35:51 anonymous | Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October | |
| 510 | 10/23/21 7:31:21 | 10/23/21 7:36:17 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 511 | 10/23/21 7:47:47 | 10/23/21 7:48:17 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 512 | 10/22/21 15:48:47 | 10/23/21 7:49:21 anonymous | Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days. | |
| 513 | 10/23/21 7:52:52 | 10/23/21 7:53:27 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |

| | | | | |
|-----|------------------|----------------------------|--|--|
| 514 | 10/23/21 7:44:58 | 10/23/21 7:53:29 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | It is inappropriate to celebrate a genocidal maniac. It is also silly to celebrate a navigator who discovered a new continent, yet who insisted he was in Asia. We owe a lot to the Indigenous People of North America and should use this day to communicate that fact to the people of Santa Clara. |
| 515 | 10/23/21 8:09:51 | 10/23/21 8:12:28 anonymous | Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September | |
| 516 | 10/23/21 8:17:27 | 10/23/21 8:19:29 anonymous | Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September | |
| 517 | 10/23/21 8:19:39 | 10/23/21 8:20:41 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 518 | 10/23/21 8:21:46 | 10/23/21 8:22:56 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 519 | 10/23/21 8:38:39 | 10/23/21 8:43:10 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | My opinion is, that the best people to answer this survey are the Native American Peoples themselves. Would it be a good idea to make a Native American festivity a federal holiday? What would represent October 12th to them? When did the Spanish empire touched them? Is this date the same for all of them? |
| 520 | 10/23/21 8:43:15 | 10/23/21 8:44:00 anonymous | Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days. | |
| 521 | 10/23/21 8:39:59 | 10/23/21 8:47:43 anonymous | Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September | <p>Proponents of Indigenous People's Day love to say, "This is not anti-Italian; It's anti-Columbus." But that is a lie. Are they calling to rename the day "Italian Heritage Day"? NO! They are demanding the day be taken completely away from Italian Americans and there is nothing more anti-Italian than this! This is NOT being inclusive. And anyone that votes in favor of eliminating our day of celebration is just as guilty of racism and discrimination as the people calling for it's removal, especially when they're not even calling to rename the day "Italian Heritage Day."</p> <p>Fact is scholars have proven that Christopher Columbus is accused of crimes committed by his political adversaries and actions of leaders that came after him. Historical research shows that Columbus advocated for the rights of Indigenous People and punished his own men when they committed crimes against the Natives. Time and again writings show that Columbus hoped to peacefully convert Native Americans to Christianity through teaching and not force. By Papal law, once people converted to Christianity they could not be enslaved so how could he possibly have intended to pursue slavery? Yet it seems the flames of uneducated radicalized mobs continue to dictate the course of this country as they</p> |
| 522 | 10/23/21 8:47:47 | 10/23/21 8:47:56 anonymous | Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September | |

| | | | | |
|-----|-------------------|-----------------------------|--|---|
| 523 | 10/23/21 8:48:32 | 10/23/21 8:48:43 anonymous | Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September | |
| 524 | 10/23/21 8:50:42 | 10/23/21 8:56:23 anonymous | Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September | History is a viewpoint. Not something we rewrite or disguise. Acknowledge both. |
| 525 | 10/23/21 8:58:26 | 10/23/21 8:59:35 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 526 | 10/23/21 9:06:38 | 10/23/21 9:09:02 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 527 | 10/23/21 9:09:48 | 10/23/21 9:10:52 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | It's time Santa Clara makes the decision to be on the right side of history. |
| 528 | 10/23/21 9:26:16 | 10/23/21 9:28:40 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | Columbus was not the first European to discover the Western Hemisphere. But, he was the first to pillage and destroy the lands of the Indigenous People. |
| 529 | 10/23/21 9:29:33 | 10/23/21 9:30:39 anonymous | Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days. | |
| 530 | 10/23/21 9:34:21 | 10/23/21 9:35:01 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 531 | 10/23/21 10:00:37 | 10/23/21 10:01:17 anonymous | Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September | |
| 532 | 10/23/21 10:01:51 | 10/23/21 10:02:25 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 533 | 10/23/21 10:01:55 | 10/23/21 10:04:50 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | recent research has unveiled that Columbus was NOT the first explorer to discover America, archaeology has proved that Vikings and even the Chinese have landed on our shores before Columbus. in essence, a holiday for Columbus is no longer relevant. a holiday that honors Native Americans is LONG LONG LONG overdue. |
| 534 | 10/23/21 10:02:50 | 10/23/21 10:05:16 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | I feel strongly that Native peoples are recognized. This day should be about remembering the people that were taken advantage of and forced away from their homes and their culture. |
| 535 | 10/23/21 10:03:01 | 10/23/21 10:05:47 anonymous | Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days. | I want to honor indigenous people, while celebrating the achievements of explorers like Columbus. Can we do both? |
| 536 | 10/23/21 10:05:53 | 10/23/21 10:06:20 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | Columbus sucks! |
| 537 | 10/23/21 10:03:27 | 10/23/21 10:06:46 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | Indigenous Peoples' Day is an inclusive name, whereas Columbus Day is an implicit celebration of genocide. I agree the name should be changed. |

| | | | | |
|-----|-------------------|-----------------------------|--|--|
| 538 | 10/23/21 10:03:53 | 10/23/21 10:07:13 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | Why would we want to celebrate someone who committed genocide and raped and pillaged many indigenous communities? And how can we celebrate indigenous and native people while also celebrating a man who tried to wipe them off their own land? You cannot celebrate both simultaneously and we shouldn't celebrate a horrible man. |
| 539 | 10/23/21 10:09:56 | 10/23/21 10:15:09 anonymous | Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days. | We need more holidays! And definitely need them on different days, here's the advantages of doing that. When we have more holidays, we will consume, that means we will spend money, we don't need stimulus checks that often but we definitely need more holidays, you guys will make Santa Clara county as the best county over USA without almost zero cost. Why not? |
| 540 | 10/23/21 10:12:50 | 10/23/21 10:18:39 anonymous | Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September | We should not ignore the fact that Columbus did come to North America. I see nothing wrong with having a celebration for Native American people but it should not eliminate Columbus. If you really want people to honor Native Americans give them their own/new date. Otherwise there will always be people that will not change and will reticulate and not observe. Start off fresh! |
| 541 | 10/23/21 10:09:48 | 10/23/21 10:22:24 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 542 | 10/23/21 10:23:01 | 10/23/21 10:24:39 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | Accepting the truth of our history and honoring those whose lives were stolen from has been long overdue . |
| 543 | 10/23/21 10:25:01 | 10/23/21 10:25:17 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 544 | 10/23/21 10:29:41 | 10/23/21 10:30:03 anonymous | Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October | |
| 545 | 10/23/21 10:46:14 | 10/23/21 10:49:05 anonymous | Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September | Without Columbus, America as we know it would not exist. All heritages, indigenous or other, should be preserved. America has a great non-ethnic heritage that we should all honor. |
| 546 | 10/23/21 11:10:39 | 10/23/21 11:10:52 anonymous | Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September | Both! |
| 547 | 10/23/21 11:15:59 | 10/23/21 11:20:20 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | You should get rid of BOTH, and in fact all holidays. Non-christians don't celebrate Christmas..... Yom Kipur is the most holy day of the Jewish culture, yet no holiday. We should have the first Monday of every month off as a "reflection day"..... people can reflect on anything they want. |
| 548 | 10/23/21 11:21:51 | 10/23/21 11:22:28 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | Columbus was a terrible person and should not be celebrated. |

| | | | | |
|-----|-------------------|-----------------------------|--|---|
| 549 | 10/23/21 11:27:01 | 10/23/21 11:30:52 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | I'm sure you've seen this take on Columbus by The Oatmeal comic author? https://theoatmeal.com/comics/columbus_day He was an awful person. He intentionally brought cruelty and destruction. Please, let's stop celebrating him. |
| 550 | 10/23/21 11:34:30 | 10/23/21 11:36:00 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 551 | 10/23/21 12:10:49 | 10/23/21 12:11:24 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 552 | 10/23/21 12:13:29 | 10/23/21 12:28:03 anonymous | Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October | History is factual. Redefining events of the past masquerades historic people. Columbus' voyage and three ship fleet began the expansion of the known world. We should acknowledge his courage and fortitude rather than attempting to hide it. While some wish to focus on historical faults, we should instead celebrate the great accomplishment. Acknowledge the courage of 15th century explorers who opened the creation of our western society. Our society with ideals unmatched in South America and socialist, marxist nations. |
| 553 | 10/23/21 12:31:11 | 10/23/21 12:32:08 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | Observe both Native American heritage day and indigenous peoples day |
| 554 | 10/23/21 12:59:46 | 10/23/21 13:01:08 anonymous | Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October | Next they'll want to remove Christ |
| 555 | 10/23/21 13:05:43 | 10/23/21 13:06:55 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 556 | 10/23/21 13:24:05 | 10/23/21 13:31:17 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | There's no reason to celebrate a man like Columbus. It's not just the actual colonization of the Americas that's a problem for me in regards to this specific issue, it's the fact that he was horrible even by standards of his own time. But if we do change to Indigenous Peoples' Day, which is what we "celebrate" in my home, we need something to ensure that it isn't all about the white man vs the indigenous man. A holiday should be something to celebrate, period. It needs to be inclusive as well, something for all Americans, even those from other countries (like myself), to celebrate. There are plenty of things within indigenous cultures that aren't sacred, they could be shared among the people of the US. |
| 557 | 10/23/21 13:41:38 | 10/23/21 13:42:07 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 558 | 10/23/21 13:47:59 | 10/23/21 13:48:35 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |

| | | | | |
|-----|-------------------|-----------------------------|--|---|
| 559 | 10/23/21 13:48:33 | 10/23/21 13:50:02 anonymous | Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September | |
| 560 | 10/23/21 14:07:03 | 10/23/21 14:08:07 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | Even if you wanted to honor the european that discovered america, we already have lots of proof that it wasnt columbus. Drop the columbus day entirely. |
| 561 | 10/23/21 14:15:53 | 10/23/21 14:17:41 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | Stop celebrating Columbus Day! |
| 562 | 10/23/21 12:00:57 | 10/23/21 14:19:58 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 563 | 10/23/21 14:27:49 | 10/23/21 14:33:26 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | Celebrating Columbus Day perpetuates the myth that he discovered an unknown, unpopulated continent. Not only were there many people already living here, but many European fleets fished off the Atlantic coast, Vikings had been here before, and a number of people from various other countries also visited or found the Americas. Let's have accurate history being told and taught. |
| 564 | 10/23/21 14:34:55 | 10/23/21 14:35:12 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 565 | 10/23/21 14:55:09 | 10/23/21 14:58:56 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | Another alternative is to observe both, but rename Columbus Day to Italian-American Heritage Day. Reframing the name of the day will both acknowledge the problematic history of Columbus while still honoring the contributions of the Italian-American community to the US. |
| 566 | 10/23/21 15:00:22 | 10/23/21 15:00:42 anonymous | Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October | |
| 567 | 10/23/21 15:15:57 | 10/23/21 15:16:26 anonymous | Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September | We are all Indigenous from somewhere! |
| 568 | 10/23/21 15:47:08 | 10/23/21 15:49:03 anonymous | Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September | |

| | | | | |
|-----|-------------------|-----------------------------|--|--|
| 569 | 10/23/21 15:29:35 | 10/23/21 15:53:00 anonymous | Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September | I do not see the need to eliminate Columbus Day from the calendar. Yes, the Native Americans were mistreated by some, but what is overlooked is the many who treated them kindly and with respect. The image of who Columbus was and what he did has been misrepresented. Also what is overlooked is the Native American tribes who were very cruel to other tribes or to the Europeans. Christianity is not spread by violence. Read about the North American martyrs who gave their lives in service to teaching and helping the Hurons and were massacred by the very tribes they tried to help. Violence unfortunately is a part of human history, no matter the country. All of us are to blame for this, regardless of our race or creed. I do not see Columbus Day as a day to celebrate those who mistreated the Native Americans. It is a day to remember an historical event in which the land of America was discovered and is the reason why many of us live here in our country today. To add another day to honor Native Americans is a fine thing to do but I don't see why Columbus has to be thrown aside to do this. |
| 570 | 10/23/21 16:02:20 | 10/23/21 16:03:19 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 571 | 10/23/21 16:03:25 | 10/23/21 16:20:48 anonymous | Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September | <p>The committee needs to recognize and embrace balanced perspectives. Columbus was a great man in many ways, and he had serious faults in other ways. We should continue to recognize him for the great things that he accomplished as well as continue to educate our community about the evil that was perpetuated against Native Americans, Africans, and Asians by Columbus, our leaders, and by our common citizens throughout our history. We can not condone nor allow the hate that has been recently espoused by certain radical elements in the name of making America great.</p> <p>The concepts of Columbus Day and Indigenous People's Day are unrelated and are not mutually exclusive.</p> |
| 572 | 10/23/21 16:32:44 | 10/23/21 16:34:43 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | Glad you are looking at this. |
| 573 | 10/23/21 16:41:21 | 10/23/21 16:42:06 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 574 | 10/23/21 16:47:45 | 10/23/21 16:49:59 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | Long overdue! |
| 575 | 10/23/21 17:13:24 | 10/23/21 17:13:53 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |

| | | | | |
|-----|-------------------|-----------------------------|--|--|
| 576 | 10/23/21 18:22:35 | 10/23/21 18:33:59 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | I am glad to see some official recognition of Indigenous Peoples. I hope that social support for their surviving descendants, languages, and cultures will improve and increase. Thank you. |
| 577 | 10/23/21 19:47:54 | 10/23/21 19:48:36 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 578 | 10/23/21 20:04:35 | 10/23/21 20:05:20 anonymous | Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September | |
| 579 | 10/23/21 20:00:02 | 10/23/21 20:06:24 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | Keeping both observances would feel even MORE offensive to me. It would be nice to find a way to honor Italian American heritage with the removal of Columbus day. Some recognition so that this isn't a loss but a refocusing. |
| 580 | 10/23/21 20:00:50 | 10/23/21 20:11:01 anonymous | Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October | Pick a day, other than October 2, to acknowledge Native American History from pre-history to the current era. |
| 581 | 10/23/21 20:20:37 | 10/23/21 20:25:08 anonymous | Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days. | If Columbus Day is disbanded so should Christmas, Thanksgiving, Memorial Day, and Fourth of July and any other day that celebrates American Heritage or holidays brought to that are celebrated due to the earliest immigrants to this country. The only day that should be celebrated is Indigenous People. |
| 582 | 10/23/21 20:25:29 | 10/23/21 20:26:39 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 583 | 10/23/21 20:31:24 | 10/23/21 20:33:13 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | Columbus didn't discover anything. Indigenous people were just fine before he arrived. |
| 584 | 10/23/21 21:07:16 | 10/23/21 21:07:34 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 585 | 10/23/21 19:50:11 | 10/23/21 21:24:35 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | I don't have an opinion on the date for Indigenous People's Day, but Columbus does not need a national holiday. |
| 586 | 10/23/21 21:31:06 | 10/23/21 21:31:46 anonymous | Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October | |
| 587 | 10/23/21 21:58:00 | 10/23/21 21:59:16 anonymous | Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October | Make an additional holiday, quit kneeling to the cancel culture mob and erasing history. |
| 588 | 10/23/21 21:59:36 | 10/23/21 21:59:43 anonymous | Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October | |
| 589 | 10/23/21 21:59:54 | 10/23/21 21:59:58 anonymous | Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October | |
| 590 | 10/23/21 22:59:25 | 10/23/21 23:08:29 anonymous | Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September | It is not a problem at all. It's like a visibility of work to prevent Twitter crying from several offended person. They find new way to be offended. Stop care about minor things that are not interesting to major population. Care about home prices, about ecology, about endangered species, about 2nd amendment, about forest fires, about water!, about crimes. Thank you. |

| | | | | |
|-----|-------------------|-----------------------------|--|---|
| 591 | 10/23/21 23:22:43 | 10/23/21 23:23:41 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 592 | 10/23/21 23:50:53 | 10/23/21 23:52:46 anonymous | Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October | |
| 593 | 10/24/21 7:17:11 | 10/24/21 7:18:25 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 594 | 10/24/21 7:30:15 | 10/24/21 7:31:22 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | Glenna Hall |
| 595 | 10/24/21 7:38:20 | 10/24/21 7:38:34 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 596 | 10/24/21 7:58:40 | 10/24/21 8:15:18 anonymous | Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September | We shouldn't forget the past but we should honor those who need to be remembered for what of today's views are have changed they should not be forgotten. |
| 597 | 10/24/21 8:27:48 | 10/24/21 8:29:19 anonymous | Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September | |
| 598 | 10/24/21 9:10:32 | 10/24/21 9:12:20 anonymous | Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days. | |
| 599 | 10/24/21 9:35:36 | 10/24/21 9:36:29 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 600 | 10/24/21 10:13:07 | 10/24/21 10:14:10 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 601 | 10/24/21 10:24:04 | 10/24/21 10:26:00 anonymous | Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days. | Columbus Day is important to Italian Americans and traditionalists, but leaves many others cold. Observing both Columbus Day and Indigenous Peoples Day on the same day allows everyone to choose the observation that is meaningful to them. |
| 602 | 10/24/21 10:37:03 | 10/24/21 10:38:49 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | Thank you for your awareness of cultural heritage and history. |
| 603 | 10/24/21 11:00:17 | 10/24/21 11:01:04 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 604 | 10/24/21 11:14:10 | 10/24/21 11:15:48 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | Columbus never set foot in 'America.' It's a stupid holiday. Please honor Native Americans--it's the least we can do! |
| 605 | 10/24/21 11:36:16 | 10/24/21 11:38:36 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 606 | 10/24/21 11:39:57 | 10/24/21 11:42:43 anonymous | Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October | Indigenous people already have August 9th, the day after Thanksgiving and the month of November to celebrate their great heritage. |

| | | | | |
|-----|-------------------|-----------------------------|--|--|
| 607 | 10/24/21 11:42:55 | 10/24/21 11:43:48 anonymous | Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September | |
| 608 | 10/24/21 11:47:30 | 10/24/21 11:51:49 anonymous | Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days. | I would like to see both observed on the SAME day, thus insuring the history of both are recorded and recognized. I am NOT in favor of erasing history.... |
| 609 | 10/24/21 11:50:19 | 10/24/21 11:53:37 anonymous | Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days. | We should not hide or dismiss history. We can observe and celebrate both on the same day. |
| 610 | 10/24/21 11:50:55 | 10/24/21 11:55:01 anonymous | Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September | Too much of American history good or bad is being erased. Leave the statues, history as it was and learn from it and do better. |
| 611 | 10/24/21 11:52:05 | 10/24/21 11:55:25 anonymous | Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days. | |
| 612 | 10/24/21 11:57:22 | 10/24/21 11:59:39 anonymous | Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September | |
| 613 | 10/24/21 13:05:15 | 10/24/21 13:05:50 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | Drop Columbus. |
| 614 | 10/24/21 12:52:50 | 10/24/21 13:09:56 anonymous | Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September | We should not be changing history just because a few individuals doesn't like what happened. President Franklin D. Roosevelt declared it a national holiday in 1939 and it should stay that way, if the individuals want an Indigenous Peoples Day go ahead and declare one but don't change history. Taking away Columbus Day is denying the Italian-American culture which has done so much for this nation and this valley. |
| 615 | 10/24/21 13:09:28 | 10/24/21 13:32:04 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | Let Columbus be celebrated as an explorer along with other explorers at some other date. Indigenous people deserve a day of recognition to realign history on the actual roles their ancestors were forced into, to share their culture, and to explain their current needs and struggles. |
| 616 | 10/24/21 13:26:05 | 10/24/21 13:32:47 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 617 | 10/24/21 13:49:14 | 10/24/21 13:49:28 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 618 | 10/24/21 13:55:44 | 10/24/21 14:02:00 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 619 | 10/22/21 23:06:51 | 10/24/21 14:02:07 anonymous | Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September | Celebrate both days |
| 620 | 10/24/21 14:45:28 | 10/24/21 14:46:19 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 621 | 10/24/21 15:09:47 | 10/24/21 15:10:08 anonymous | Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September | We already celebrate both, please keep it this way! |

| | | | | |
|-----|-------------------|-----------------------------|--|---|
| 622 | 10/24/21 15:22:43 | 10/24/21 15:24:11 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 623 | 10/24/21 15:24:22 | 10/24/21 15:25:57 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 624 | 10/24/21 15:28:48 | 10/24/21 15:31:41 anonymous | Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September | Let's keep both. |
| 625 | 10/24/21 15:32:44 | 10/24/21 15:33:13 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 626 | 10/24/21 15:54:03 | 10/24/21 15:55:29 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 627 | 10/24/21 16:15:18 | 10/24/21 16:20:40 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | Until reading this summary, I had never heard of Columbus Day as a celebration of Italian-American heritage. It has always been presented to me as focused on an individual man who came to North America (and not even the first European to do so, we now know). I can understand that if Italian-Americans saw it as a cultural day for them, they would feel its loss. But I don't think the majority public understands it as that sort of a celebration, and Indigenous Peoples' Day feels much more appropriate. |
| 628 | 10/24/21 16:37:07 | 10/24/21 16:40:33 anonymous | Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days. | Honor Indigenous People but never forget the history that brought us to the present day! |
| 629 | 10/24/21 17:19:23 | 10/24/21 17:23:51 anonymous | Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September | |
| 630 | 10/24/21 17:57:29 | 10/24/21 17:59:08 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | How is holiday is still a thing. He was a rapist and pedophile, who stumbled ass backwards in to one of the islands near America. |
| 631 | 10/24/21 18:17:01 | 10/24/21 18:18:57 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | I believe the suffering of the indigenous people far outweigh the contribution of Columbus, so it is more befitting to observe the indigenous peoples' day. |

| | | | | |
|-----|-------------------|-----------------------------|--|---|
| 632 | 10/24/21 18:12:36 | 10/24/21 18:51:05 anonymous | Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October | <p>To whom it may concern,</p> <p>Columbus Day is a celebration of exploration and discovery, the Renaissance, and immigration. These values are important to the City of Santa Clara as the seat of Silicon Valley. He is a great man, and great men are not without controversy, yet he is still relevant. His journey led to the discovery that made the United States, just the same as modern Silicon Valley laboratories endeavor to build the United States with technological discovery. His expedition was based on reasoned principles, using the best scientific evidence of his day. In our Santa Clara schools and businesses, we carry that Renaissance tradition of logic and reason to the 21st Century. Finally, nearly 40% of Santa Clara County residents are foreign-born; Columbus, an Italian explorer, represents their dreams of discovering a better future in a new world. Columbus is celebrated because he represents the values that make our city great and her sons and daughters, born here or adopted, successful. Let us keep Columbus Day, let us keep the Mission City, Santa Clara great!</p> <p>Regards, Resident</p> |
| 633 | 10/24/21 18:52:39 | 10/24/21 18:54:25 anonymous | Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October | Columbus is an important figure for Italians who have been persecuted as the "undesirable immigrant" for many years in a WASP America and we shouldn't get rid of this day in our nation's history just because it is no longer popular to recognize where some of us came from. |
| 634 | 10/24/21 19:34:06 | 10/24/21 19:37:17 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | Columbus day is unnecessary. He did not discover this land and I feel that it is time to acknowledge the original inhabitants of our area. |
| 635 | 10/24/21 19:46:05 | 10/24/21 19:46:44 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 636 | 10/24/21 19:53:34 | 10/24/21 19:53:49 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 637 | 10/24/21 20:02:57 | 10/24/21 20:14:48 anonymous | Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October | It is unfair to judge Columbus by today's standards. Why has he been celebrated for the past 500 years while only now recently coming under fire? Cities schools universities countries have been named after him. Slavery was common place in the day, the atrocities committed upon the indigenous people happened long after Columbus. What we are celebrating on Columbus Day is the arrival of western civilization to the Western Hemisphere. |
| 638 | 10/24/21 20:19:39 | 10/24/21 20:20:45 anonymous | Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September | |

| | | | | |
|-----|-------------------|-----------------------------|--|--|
| 639 | 10/24/21 20:31:24 | 10/24/21 20:35:18 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 640 | 10/24/21 20:52:47 | 10/24/21 20:58:59 anonymous | Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days. | We should preserve the Historical record, even though it may NOT be good one. However, we should add to the Historical record, the contemporary corrections. |
| 641 | 10/24/21 21:20:13 | 10/24/21 21:23:03 anonymous | Maintain Status Quo; Observe Columbus Day on the 2nd Monday of October | Columbus Day should remain in observance due to his contributions and bravery to bring our cultures and civilization to the Americas. |
| 642 | 10/24/21 21:12:56 | 10/24/21 21:29:20 anonymous | Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September | Keeping Columbus Day is a reminder of the past that must be kept. Celebrating Native Americans is nice too. Adding a day to a celebrate more americans is American. Leaving out or cutting out anyone is Unamerican After all, think about it...history is filled with what ifs.... What if the Europeans did not come here. Who would have? What is Napoleon did not sell the Louisiana Territory? What kind of country would this be? How big or small would the US be and what language would be speaking? Let us not compare the civilizations of hundreds of years ago to today. People have moved away from the ideas of the past and have been looking to a future that is better for everyone. We don't even fight wars the same way anymore. Think about fighting our next war like we fought our revolutionary war. We would not even think that would be a possibility. We just don't even do things that way anymore. The world as a whole is more humane and more able to work through problems. But we must always be taught our history, so we can keep learning from the mistakes of the past to create a better future. |
| 643 | 10/24/21 22:05:24 | 10/24/21 22:09:28 anonymous | Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September | Columbus as a person does have a complicated history with negative elements, but Columbus Day is a holiday that has longed served as a significant milestone of America's acceptance of immigrants. In an era of rising nationalism, I believe it is more important than ever to maintain Columbus Day. |
| 644 | 10/24/21 22:10:37 | 10/24/21 22:20:19 anonymous | Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days. | The voyages of Christopher Columbus were a watershed moment in the history of human civilization. For centuries people from all walks of life found in them elements of virtue and human potential – an encounter between peoples with new possibilities beyond the horizon. In recent decades, facts have been pushed aside in an effort to recast Columbus as a villain and/or architect of violence and injustices. While Columbus was not perfect and some of the men accompanying him certainly committed abuses, it is neither fair nor intellectually honest to blame Columbus for such injustices nor any of the societal issues we face today. |
| 645 | 10/24/21 22:30:34 | 10/24/21 22:31:38 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |

| | | | | |
|-----|-------------------|-----------------------------|--|---|
| 646 | 10/24/21 22:34:48 | 10/24/21 22:35:04 anonymous | Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October | |
| 647 | 10/24/21 23:39:56 | 10/24/21 23:48:22 anonymous | Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October | We should continue to observe Columbus Day. Christopher Columbus was a man of entrepreneurial genius, a mariner without rival, a leader who had an indomitable spirit and is the architect of the modern world. |
| 648 | 10/24/21 23:58:12 | 10/25/21 0:06:06 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | The myth of Columbus day itself is offensive. It is high time we stopped lying to our children. Columbus himself didn't "discover" America, nor did he ever set foot in any of the land currently understood as the United States - he landed in and established a colony in Hispaniola on behalf of Spain. His treatment of the indigenous people of Hispaniola was horrifying and depraved. Nothing about the story has anything to do with American history, American pride, nor any wholesome qualities we might want to teach our children. |
| 649 | 10/25/21 5:33:00 | 10/25/21 5:43:23 anonymous | Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October | To connect Columbus, an explorer and Christian, with future European slave trade is silly. People have tried to make a connection that because he introduced Europe to the New World he is responsible for anything that occurred afterwards. What kind of logic is that? Do you know that the tribes had their own form of slavery before Columbus landed in the Americas? Should I ignore the fact that Columbus's discovery lead to settlement of Europeans who sought religious freedom? And that if the United States did not develop into a World Wide leader, we might all be in prisoned under a World Wide Nazi Germany. This is a crazy time we live in and radical people with not much need of history or facts are promoting the changes we see in society. Let's not make the misstate of being lead blindly by others because they shout louder. |
| 650 | 10/25/21 6:09:55 | 10/25/21 6:11:02 anonymous | Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October | You did not give an option to observe neither day? |
| 651 | 10/25/21 6:59:39 | 10/25/21 7:00:51 anonymous | Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September | |
| 652 | 10/25/21 8:21:26 | 10/25/21 8:22:43 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 653 | 10/25/21 9:21:54 | 10/25/21 9:22:19 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 654 | 10/25/21 9:34:18 | 10/25/21 9:37:41 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | Columbus neither discovered America nor brought anything of value to the land. Instead he brought violence, sickness and death to the indigenous peoples of this land. I agree that he should be remembered, but not as a hero or someone to be revered. Indigenous People's Day should not only replace Columbus Day, but it should make it clear that the empires of ancient Europe caused more grief than they did benefit around the world. |

| | | | | |
|-----|-------------------|-----------------------------|--|--|
| 655 | 10/25/21 9:36:37 | 10/25/21 9:37:58 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 656 | 10/25/21 9:41:26 | 10/25/21 9:44:52 anonymous | Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October | Keep Columbus Day observance as is. Indigenous People have a day in August (I believe it is August 9) for their heritage and the day after Thanksgiving is International Day of Indigenous People. |
| 657 | 10/25/21 10:21:23 | 10/25/21 10:23:16 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | Columbus wasn't the first white person to discover America--the Vikings probably were. Indigenous people contributed more to the formation of the United States than Columbus. |
| 658 | 10/25/21 10:14:25 | 10/25/21 10:23:26 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | I grew up in a US city school district that did not observe Columbus Day (in northern San Diego). I have no sentimental ties to the holiday, other than it is unexpected and inconvenient when govt and daycares are closed. We should and need to do more to recognize Native American heritage and history and the renaming of the holiday is one step toward that. While it was an impressive feat for Columbus to cross the Atlantic with limited technology, the conquest afterward and decimation of Native American populations, language and culture was an irreplaceable loss. It has never made sense to me why we celebrate Columbus day since Columbus was not American. I'm not sure that Indigenous Peoples' Day is the right name to convey honor, but it is acceptable and since the federal government and other jurisdictions have chosen that name, it's probably best to keep it standardized. |
| 659 | 10/25/21 10:27:16 | 10/25/21 10:32:00 anonymous | Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September | |
| 660 | 10/25/21 10:44:56 | 10/25/21 10:45:52 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 661 | 10/25/21 11:00:30 | 10/25/21 11:01:46 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 662 | 10/25/21 11:48:41 | 10/25/21 11:51:32 anonymous | Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September | |
| 663 | 10/23/21 16:55:35 | 10/25/21 12:34:35 anonymous | Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days. | |
| 664 | 10/25/21 12:36:45 | 10/25/21 12:37:49 anonymous | Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October | |
| 665 | 10/25/21 13:57:45 | 10/25/21 13:59:52 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | Time do get rid of Columbus Day but would prefer to replace it with Indigenous Peoples' Day. Thx |
| 666 | 10/25/21 15:00:10 | 10/25/21 15:01:03 anonymous | Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September | |

| | | | | |
|-----|-------------------|-----------------------------|--|--|
| 667 | 10/25/21 15:01:28 | 10/25/21 15:02:59 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | Columbus Day is an antiquated holiday that celebrates a man who is responsible for the genocide of native people throughout the Americas. Continuing the practice of honoring this man perpetuates white supremacy. |
| 668 | 10/25/21 15:47:02 | 10/25/21 15:49:50 anonymous | Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September | |
| 669 | 10/25/21 15:50:09 | 10/25/21 15:51:47 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 670 | 10/25/21 16:28:38 | 10/25/21 16:31:55 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 671 | 10/25/21 16:32:55 | 10/25/21 16:33:21 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 672 | 10/25/21 16:37:58 | 10/25/21 16:38:28 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 673 | 10/25/21 16:56:50 | 10/25/21 16:58:23 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | In no way should we be using the name of or honoring Columbus. Period. |
| 674 | 10/25/21 17:16:27 | 10/25/21 17:19:00 anonymous | Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October | Columbus Day, celebrate holiday as is part of our history and heritage. |
| 675 | 10/25/21 18:12:42 | 10/25/21 18:12:59 anonymous | Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October | |
| 676 | 10/25/21 18:24:22 | 10/25/21 18:29:52 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | The indigenous people their own day and new generations needs to acknowledge what truly happened. |
| 677 | 10/25/21 19:03:35 | 10/25/21 19:05:41 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | It's time to move forward and let go of Columbus. day. We need to show our kids and future generations he was not the historic figure to observe and name a Holiday after. Why not recognize, our true founding people of this nation!! |
| 678 | 10/25/21 19:57:08 | 10/25/21 19:58:21 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 679 | 10/25/21 20:37:10 | 10/25/21 20:39:11 anonymous | Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days. | |
| 680 | 10/25/21 21:31:47 | 10/25/21 21:33:58 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 681 | 10/25/21 20:09:47 | 10/25/21 22:06:25 anonymous | Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October | Columbus Day is set in the history of this republic. It should remain so. We are not responsible today for what our forefathers did 400+ years ago. There are already numerous monuments to Native Americans all across the country. Enough is enough. |
| 682 | 10/25/21 22:23:40 | 10/25/21 22:24:24 anonymous | Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October | |

| | | | | |
|-----|-------------------|-----------------------------|--|---|
| 683 | 10/25/21 22:05:09 | 10/25/21 22:43:20 anonymous | Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October | <p>I support keeping the Columbus Day holiday and maintaining the name.</p> <p>Firstly, Columbus Day is still a cultural touchpoint for Italian-Americans, who emphasized the holiday in the 1890s as a response to anti-Italian sentiment, discrimination, and lynchings taking place in the U.S. Early 20th-century opponents to Columbus Day also opposed it on harsh anti-immigration and anti-Catholic grounds. As the holiday today, Columbus Day can be a positive occasion to celebrate immigrants, their cultures, and their contributions, and combat xenophobia. It also helps mark the important cultural and economic contributions Italian-Americans have made to Santa Clara's and Santa Clara County's histories, as my own ancestors did.</p> <p>Secondly, naming it Columbus Day more accurately pinpoints the actual historical event, i.e. that of Columbus' voyage sighting the North American continent, which is one of the most significant moments in written history. This changed the fate of all humanity, for better or worse. Such a world-altering event is worth acknowledging, even if we take measures to avoid an outright celebration given the subsequent death and misfortune that befell Native American populations in the following decades.</p> |
| 684 | 10/26/21 0:02:10 | 10/26/21 0:04:24 anonymous | Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days. | |
| 685 | 10/26/21 5:59:55 | 10/26/21 6:03:31 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 686 | 10/26/21 10:08:25 | 10/26/21 10:19:49 anonymous | Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September | If you research the actual history of Columbus, aggressive actions were not done at his hand, nor at his command. Let's stop re-writing history so the next generation will still have an American legacy. Thank you. |
| 687 | 10/26/21 10:21:16 | 10/26/21 10:23:36 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | I've recently heard about how Columbus was considered brutal and dishonorable even in his own time, which makes me even more sure his name should not be commemorated. |
| 688 | 10/26/21 10:26:58 | 10/26/21 10:27:57 anonymous | Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October | ENOUGH CATERING TO SPECIAL INTERESTS! |
| 689 | 10/26/21 10:45:22 | 10/26/21 10:45:57 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 690 | 10/26/21 12:31:07 | 10/26/21 12:31:26 anonymous | Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October | |
| 691 | 10/26/21 12:58:33 | 10/26/21 13:00:27 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 692 | 10/26/21 14:13:33 | 10/26/21 14:14:00 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |

| | | | | |
|-----|-------------------|-----------------------------|--|---|
| 693 | 10/26/21 16:27:42 | 10/26/21 16:29:20 anonymous | Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October | |
| 694 | 10/26/21 17:30:18 | 10/26/21 17:30:57 anonymous | Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days. | |
| 695 | 10/26/21 17:52:00 | 10/26/21 18:00:05 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | I believe we need to be more sensitive of the history that native peoples have endured over time, at the hands of the Europeans as well as the American settlers. I can see how it must feel hurtful to celebrate Columbus and all that came afterwards in California with the arrival of the Spanish and the establishment of the missions. |
| 696 | 10/26/21 17:47:26 | 10/26/21 18:00:12 anonymous | Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days. | interesting that all impacts listed are negative and stated as absolutes*. the polarization and incapacity to hold multiple understandings together at one time, speaks to further incomplete and disrespectful treatment of people, places and times. further this narrative until it is the dominant one. then there will be... peace? understanding? love? *"With his arrival came violence, slavery, forced assimilation and conversion of Native American people to Christianity. It also introduced a host of new diseases that had consequential and long-term effects on Native American people." remember no good ever came from "x"...be sure to fear them...hate them... we are so different and better than them... |
| 697 | 10/26/21 19:13:28 | 10/26/21 19:15:26 anonymous | Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September | |
| 698 | 10/26/21 21:28:40 | 10/26/21 21:33:45 anonymous | Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September | Indigenous Peoples' Day victimizes Native Americans. Native Americans should be honored not victimized! |
| 699 | 10/26/21 21:50:55 | 10/26/21 21:53:44 anonymous | Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October | Keep Columbus Day! We don't need any more holidays. Public servants have too many days off as is. |
| 700 | 10/26/21 23:07:18 | 10/26/21 23:15:29 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | It is absolutely the right thing to do and we have to change with the times. This renaming is in no way negative towards the great Italian Americans or anyone else. |
| 701 | 10/27/21 4:44:02 | 10/27/21 4:52:28 anonymous | Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days. | There are usually many sides to a particular event and all carry significant meanings. I think all sides deserve recognition. By observing both holidays on the same day we can talk/discuss/teach all of them together and provide youngsters a well rounded view to the event. |
| 702 | 10/27/21 7:58:24 | 10/27/21 8:01:37 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 703 | 10/27/21 10:02:31 | 10/27/21 10:03:10 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 704 | 10/27/21 10:41:55 | 10/27/21 10:42:35 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |

| | | | | |
|-----|-------------------|-----------------------------|--|---|
| 705 | 10/27/21 11:24:14 | 10/27/21 11:24:34 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 706 | 10/27/21 11:24:17 | 10/27/21 11:27:03 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | Christopher Columbus is a false hero. His so-called discovery led only to the destruction of land and native peoples. Its time we call a spade a spade and stop honoring men of destruction. |
| 707 | 10/27/21 14:35:29 | 10/27/21 14:35:57 anonymous | Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days. | |
| 708 | 10/27/21 23:17:50 | 10/27/21 23:19:01 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | Columbus was a rapist. Indigenous people deserve more and they deserve this holiday |
| 709 | 10/28/21 7:57:39 | 10/28/21 7:57:59 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 710 | 10/28/21 8:57:47 | 10/28/21 8:58:29 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 711 | 10/28/21 11:56:57 | 10/28/21 11:58:12 anonymous | Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days. | When we celebrate Columbus day, it's about celebrating how Columbus conquered the native people that used to live here. (which I think is bad.) But I think we should also celebrate the native people too. If you're wondering why, it's because in some stories of Columbus, he was nice to the native people at first then a hero at the end. But I think he was mean to them all the way through. So we should celebrate the native people and give them a voice so they can tell us what really happened. Also, studying how the native people used to live can help with the earth's climate change problem. I think it could help because the native people always lived in balanced with nature and never destroyed any habitat when they made their home, unlike the spaniards. Another thing is that looking at the story on both sides might help with discovering what really happened. So why are we celebrating someone who said he "discovered" a place when it was already discovered? We should also celebrate the people who really is the founders of this place and this land's ancestor. |

| | | | | |
|-----|-------------------|-----------------------------|--|---|
| 712 | 10/28/21 11:59:46 | 10/28/21 12:01:42 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | <p>Hi! My name is Srijanani Thathachari from Sutter elementary school. Do you like Columbus or the native Americans? I am on the side of the Indigenous people, and I think Columbus Day should be named after them, to Indigenous peoples' day. Here's why.</p> <p>First of all, the fact that Columbus forced the Americans into slavery was not cool, so a holiday shouldn't be named after him. The natives weren't as good fighters, so they were controlled more easily. What would you do if you were threatened by a gun or a sword, and you only had a bow and arrow? That was the case with the Native Americans. And the land wasn't Columbus' right town, so what was he doing there? So you don't name a holiday after a thief, do you?</p> <p>Second, the holiday should be named after what happened, not the cause. If the holiday stays Columbus day, then every person will celebrate the evil guy, the robber. If it is called indigenous peoples' day, more people will know about what happened.</p> <p>And finally, Columbus did all the bad stuff, so why should we celebrate a holiday after him? Columbus separated the children of the tribe from their parents, who they depended on the most. Kids need their parents. The natives did everything well, so the holiday should be named after them</p> |
| 713 | 10/28/21 16:59:56 | 10/28/21 17:00:08 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 714 | 10/28/21 17:21:59 | 10/28/21 17:25:09 anonymous | Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September | Both are important and should be recognized. Native American is an easier term for children to learn, rather than Indigenous Peoples. Also Indigenous Peoples is way too broad. |
| 715 | 10/29/21 12:03:08 | 10/29/21 12:03:52 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 716 | 10/30/21 11:15:23 | 10/30/21 11:16:34 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 717 | 10/30/21 12:18:28 | 10/30/21 12:22:17 anonymous | Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days. | Please see my comment sent by email. |
| 718 | 10/30/21 22:13:27 | 10/30/21 22:16:09 anonymous | Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September | |
| 719 | 10/31/21 16:18:56 | 10/31/21 16:26:17 anonymous | Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October | American and California people picked Columbus Day, let the Indigenous people pick their favorite day to observe. |
| 720 | 10/31/21 23:28:16 | 10/31/21 23:30:02 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | Columbus committed many many atrocities on the Native Americans. Also he did not discover America, the Vikings did. |
| 721 | 11/1/21 8:29:18 | 11/1/21 8:30:00 anonymous | Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October | |

| | | | | |
|-----|-----------------|---------------------------|--|---|
| 722 | 11/1/21 8:43:54 | 11/1/21 9:40:28 anonymous | Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September | Columbus Day is a federal holiday in the United States. The City of Santa Clara has no business changing it or "renaming" it. Christopher Columbus' voyage in 1492 was an amazing accomplishment in its time that should be celebrated. Every city and state in our country should study history and carefully review it's own treatment of the native peoples, both past and present. This review will find no trace of Columbus. Columbus never even set foot on the mainland of North America. He should not be held up as a scapegoat for everything bad that has happened throughout the history of the United States. Native peoples have a right to have their story told with accuracy, honesty, and integrity. Native peoples can and should have holidays, but that does not need to involve erasing, replacing, or "canceling" of all other significant historical figures and events. |
| 723 | 11/1/21 9:40:38 | 11/1/21 9:41:41 anonymous | Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October | I'm in room 18 in Sutter. We are learning about native peoples'. This is the perfect time to write this opinion. To rename Columbus day is wrong! Because it means "Native Peoples' Day" it just sounds wrong. Another thing is the celebration is for Columbus's hard trip, not native peoples'. Also, it'll make no sense to call "Native Peoples' Day" when you celebrate Columbus. That is why don't rename Columbus Day. |
| 724 | 11/1/21 9:42:18 | 11/1/21 9:43:20 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | I am in the 4th grade at Sutter School and I am 9 years old. My name is Eric Drut. This is a school project for if we should change the name of Columbus day to Indigenous peoples day or keep Columbus day or both of the holidays on the same day or both holidays different days. But I think we should change Columbus day to Indigenous peoples day because don't you think it's kind to invade a once peaceful land to now enslaved land. So why should we name it Columbus day because all he brought was destruction so we shouldn't name it to Columbus day why do people want to name something after A MURDER?! He's not even a famous celebrity. So that's what I think. |
| 725 | 11/1/21 9:43:01 | 11/1/21 9:43:34 anonymous | Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days. | I am going to put Columbus and Indigenous people day in separate days.First of all,If I put these holidays in the same day,we will only have 1 day of fun a year.Second,we won't have time to work if we put these holidays in the same day.Lastly,we might not get to eat our favorite homemade foods if we put those holidays in the same day.These are the reasons why I would put these holidays in the same day. By:Curtis Chiang 10/28/21 |

| | | | | |
|-----|-----------------|---------------------------|--|--|
| 726 | 11/1/21 9:48:47 | 11/1/21 9:49:03 anonymous | Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days. | <p>I'm Arjun from Sutter Elementary, Room 18. We are studying Columbus's voyage to Hades and the spaniards' encounter with the native americans. So, in my opinion Columbus day and Indigenous People's day should be on the same day.</p> <p>So Columbus went to Hades and was the first person to tell about a new land no modern people knew about. That was a huge success for his genoan culture and heritage. Also Like I said, no modern people knew about this place and most of us are refugees if he didn't discover that new land people wouldn't have found America, and therefore we wouldn't be here. Remember it was a long voyage and he and his crew went through some work to get to hades.</p> <p>The Indigenous people were killed and enslaved and you have to respect that. It would be a great learning experience to know about the natives' ancient ways. Also they took care of the land and made it perfect; the land that we live on now and we have to give them their fair share in a holiday.</p> <p>So they both should be on the same day and celebrated on two sides: to honor the dead, and to honor the voyage.</p> |
| 727 | 11/1/21 9:54:34 | 11/1/21 9:56:36 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | <p>A part of our work in room 18 at Sutter Elementary is shaped by California State History Social-Science standard 4.2, which states that "Students describe the social, political, cultural, and economic life and interactions among people in California from the pre-Columbian societies to the Spanish mission and Mexican rancho periods." In my opinion, as both an educator and a resident of Santa Clara, our class is in a good place to comment on the proposed renaming of Columbus Day to Indigenous Peoples' Day.</p> <p>Our class is currently learning how Columbus's explorations set the precedent for future contact between European colonizers and the Native Americans, leading to their dispossession, depopulation, and forced assimilation. Legal holidays are intended to honor and memorialize the people, and the work, of those commemorated. Columbus is not worthy of this distinction.</p> <p>As far as honoring him for his "Italian-American" ancestry, Italy's inception as a country dates to the late 1800's, a few hundred years after Columbus's voyages. Also, since Columbus never realized where his explorations actually took him, he himself couldn't have identified as "American." Even if the holiday description was altered to include "Genoan" heritage and culture, what's the special significance of this</p> |
| 728 | 11/1/21 9:53:40 | 11/1/21 9:56:39 anonymous | Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October | <p>Either leave it the way it is or observe the other holiday the 4th friday of September.</p> |

| | | | | |
|-----|-----------------|----------------------------|--|---|
| 729 | 11/1/21 9:57:48 | 11/1/21 9:59:02 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | <p>Why I think we should rename Christopher Columbus day To Indigenous peoples day</p> <p>Hi. I'm in Mrs. Fararjeh's class, 4th grade, Sutter elementary school, Santa Clara California. We have been learning about Spanish explorers like Christopher Columbus' arrival to the Americas. Then it hit me. Why did we name a holiday after this terrible, filthy, glory-hungry leader?!?!?! So I came up with a list of reasons why we should rename Columbus day it indigenous peoples' day.</p> <p>Columbus isn't even from Italy!!!! He's from Genoa. This holiday was even made Italian culture. Italy wasn't even a thing back then cuz it was called ROME. So that is weird.</p> <p>He did a lot of things that harmed that Native Americans. He made them into slaves. Changed their culture. And even forced them into Christianity!!!!!! If you ask me, that is rude.</p> <p>He wasn't even the first person to arrive in the Americas!!!!!! Leif Erikson was the first European to arrive in the Americas - same day</p> |
| 730 | 11/1/21 9:57:39 | 11/1/21 10:00:06 anonymous | Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days. | <p>Both holidays - same day</p> <p>First, october 2020 people like to celebrate both holidays on the same day. Then, they say it is a special day for them to celebrate different. But a little the same. Last, some people can't or don't celebrate on Both holidays - on the same day.</p> |
| 731 | 11/1/21 9:59:24 | 11/1/21 10:00:14 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | <p>Renaming Columbus Day</p> <p>I am a 4th grader who goes to Sutter Elementary. In my class room 18 we are learning about native Americans and how Europeans invaded their land. When Christopher Columbus came to the Americas he brought destruction with him. Why should we celebrate a holiday in his name? We should rename Columbus day to Indigenous peoples day. A lot of people think of Columbus day as the day the Americas were discovered, but it isn't. The natives were here long before Columbus sailed. Columbus didn't even land in North America either. He landed on modern day Haiti.</p> <p>Another reason we should rename Columbus day to Indigenous peoples day is when Columbus came to the Americas he killed many people. The only thing he wanted was to take over the land. He also made way for the Spainyards to offset the balance in native american culture.</p> <p>Finally Indigenous peoples day celebrates native american culture and peace while Columbus brought death and destruction. Native Americans loved the land and animals so I think instead of celebrating Columbus day we should celebrate Indigenous people's day. Indigenous people's day will celebrate native american culture instead of celebrating Columbus day.</p> |

| | | | | |
|-----|------------------|----------------------------|--|--|
| 732 | 11/1/21 10:01:21 | 11/1/21 10:05:37 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | Columbus Day is an antiquated observation of European conquest. No need for it |
| 733 | 11/1/21 10:07:43 | 11/1/21 10:10:14 anonymous | Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October | We cannot continue to try and re-write history, good or bad. We have to learn from our mistakes, not eliminate them from the history books and pretend like it didn't happen. |
| 734 | 11/1/21 10:21:01 | 11/1/21 10:22:41 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 735 | 11/1/21 10:22:43 | 11/1/21 10:22:50 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 736 | 11/1/21 10:28:55 | 11/1/21 10:32:24 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | Please consider ways to honor, educate, and celebrate the presence. History, and culture of the Ohlone peoples who lived in the Santa Clara region prior to the arrival of the Europeans. Thank you. |
| 737 | 11/1/21 10:36:31 | 11/1/21 10:40:34 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 738 | 11/1/21 10:28:13 | 11/1/21 10:41:09 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | <p>As a resident of the City of Santa Clara, I strongly support renaming Columbus Day to Indigenous Peoples' Day.</p> <p>In terms of the options provided, I disagree with observing both Columbus Day and Indigenous People's Day. I think it subverts the whole point of this exercise. I believe that Christopher Columbus is not someone to actively celebrate and we should focus on honoring the loss, legacy, and culture of Indigenous People affected. I believe this is the first step towards that goal.</p> <p>If celebrating Italian-American culture and heritage is a concern, I'm sure there are many other people and events who are more deserving of celebration.</p> |
| 739 | 11/1/21 10:57:25 | 11/1/21 10:59:41 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 740 | 11/1/21 11:32:34 | 11/1/21 11:32:58 anonymous | Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days. | |
| 741 | 11/1/21 11:37:18 | 11/1/21 11:38:22 anonymous | Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September | |
| 742 | 11/1/21 11:49:15 | 11/1/21 11:50:16 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 743 | 11/1/21 12:06:32 | 11/1/21 12:07:15 anonymous | Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September | |

| | | | | |
|-----|------------------|----------------------------|--|--|
| 744 | 11/1/21 11:56:24 | 11/1/21 12:12:32 anonymous | Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October | <p>I am a resident of Santa Clara. I am strongly opposed to the efforts being made to cancel/replace Columbus Day, a recognized Federal holiday and all around major event in history - because of subsequent bad acts of other people or some ridiculous sense of superior morality.</p> <p>It's the height of insanity to rewrite history such that somehow Christopher Columbus should be blamed for subsequent crimes against indigenous peoples. And if by some means, Columbus or his associates were imperfect in some ways, perhaps the City Council - instead of being quick to burn Columbus in effigy - should do some introspection of their own faults. Imposing our 21st century morality as an end-all be-all to the people of 500 years ago should be done with care, especially as today's morality is obviously flawed in some respects as well (refer to the 2000 abortions per day done by our 'civilized' society).</p> <p>Many actions taken by Europeans against native peoples were of course horrific and terrible. Indeed, much of humanity (both native people and Europeans alike) has a history of bloodshed. We should do what we can to prevent such things from happening again and punish those at fault. But to engage in historically</p> |
| 745 | 11/1/21 12:27:39 | 11/1/21 12:28:39 anonymous | Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September | |
| 746 | 11/1/21 12:33:47 | 11/1/21 12:34:15 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 747 | 11/1/21 12:45:11 | 11/1/21 12:46:20 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 748 | 11/1/21 12:52:21 | 11/1/21 12:52:40 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 749 | 11/1/21 12:58:11 | 11/1/21 12:59:31 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 750 | 11/1/21 13:47:08 | 11/1/21 13:48:11 anonymous | Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October | |
| 751 | 11/1/21 14:10:10 | 11/1/21 14:18:34 anonymous | Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September | |
| 752 | 11/1/21 14:26:19 | 11/1/21 14:28:50 anonymous | Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October | You didn't have a choice above to simply not observe either Columbus Day or Indigenous People's Day, which is what I prefer. Just drop both and stay out of any controversy. |
| 753 | 11/1/21 14:34:45 | 11/1/21 14:35:26 anonymous | Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September | |
| 754 | 11/1/21 15:08:12 | 11/1/21 15:10:30 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |

| | | | | |
|-----|------------------|----------------------------|--|---|
| 755 | 11/1/21 15:17:27 | 11/1/21 15:33:26 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 756 | 11/1/21 16:14:40 | 11/1/21 16:16:34 anonymous | Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days. | When we celebrate Columbus day, it's about celebrating how Columbus conquered the native people that used to live here. (which I think is bad.) But I think we should also celebrate the native people too. If you're wondering why, it's because in some stories of Columbus, he was nice to the native people at first then a hero at the end. But I think he was mean to them all the way through. So we should celebrate the native people and give them a voice so they can tell us what really happened. Also, studying how the native people used to live can help with the earth's climate change problem. I think it could help because the native people always lived in balanced with nature and never destroyed any habitat when they made their home, unlike the spaniards. Another thing is that looking at the story on both sides might help with discovering what really happened. So why are we celebrating someone who said he "discovered" a place when it was already discovered? We should also celebrate the people who really is the founders of this place and this land's ancestor. |
| 757 | 11/1/21 17:16:08 | 11/1/21 17:20:30 anonymous | Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September | While Columbus may have brought disease, he and his crew enslaved no one, assimilated no one, killed no one, and turned no one to Christianity without consent. Celebrating both Columbus and Indigenous People Day celebrates both cultures and does not write Italians out of history, which is offensive. |
| 758 | 11/1/21 18:45:05 | 11/1/21 18:45:21 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |

| | | | | |
|-----|------------------|----------------------------|--|--|
| 759 | 11/1/21 18:11:53 | 11/1/21 18:45:53 anonymous | Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days. | <p>You didn't put in observing Columbus and Indigenous Peoples' day together on the same day. Why not? Columbus, being a man of his times, was a great explorer without whom the New World as we know it and now live in it, would not exist. He also, being a man of his time, had a class and race based attitude towards people. Today he, like most people of his era, would be considered racist to the point of being evil. Should we deny the accomplishments of everyone from the renaissance? It was those, mostly Spanish, who followed Columbus that introduced diseases that substantially wiped out the indigenous population.</p> <p>Indigenous People, especially those north of Modern Mexico lived the life of hunter gather cavemen. They warred on each other. Those more advanced peoples in the south also warred on each other, had slaves and practiced human sacrifice. They could, by current standards, also be considered evil.</p> <p>If we decide that we like living in Santa Clara today and not like primitive hunter-gathers we should recognize the effect of Columbus. If we recognize that the European conquest devastated the Indigenous population it would be appropriate to include this in a combined day where all aspects of European conquest of the Americas and Indigenous Peoples Day is in keeping with who founded the Americas.</p> |
| 760 | 11/1/21 18:51:15 | 11/1/21 18:53:04 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 761 | 11/1/21 19:09:50 | 11/1/21 19:13:00 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | We should not observe Columbus for invading and butchering Native Americans. Indigenous People should be remembered as this was their land first. |
| 762 | 11/1/21 19:32:14 | 11/1/21 19:32:29 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 763 | 11/1/21 20:18:19 | 11/1/21 20:19:12 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 764 | 11/1/21 20:59:10 | 11/1/21 21:05:06 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |

| | | | | |
|-----|------------------|----------------------------|--|--|
| 765 | 11/1/21 21:37:30 | 11/1/21 21:38:00 anonymous | Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September | <p>Do you want Indigenous Peoples Day and Columbus Day on different Days If you do keep reading.</p> <p>Why we need Columbus Day. First,we should see and remember his point of view. Second ,Columbus Day has been here for so long,long enough you would have to give time if it was shared or gone and it would feel different. Last but not least, Columbus has taught us so much. That is why we need Columbus Day.</p> <p>Why I chose both holidays to be celebrated on different days. Both of them are unique and special in their own ways like us.They deserve to be celebrated.Also Columbus and the Native Americans have different perspectives.</p> <p>Why we should have Indigenios Peoples Day. We should honor their point of view too.We should try something new.Lastly they did many great things in this world.</p> <p>That is why I vote for the 4th option.</p> |
| 766 | 11/1/21 22:11:22 | 11/1/21 22:13:02 anonymous | Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days. | |
| 767 | 11/1/21 22:02:17 | 11/1/21 22:13:35 anonymous | Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September | |
| 768 | 11/2/21 7:03:32 | 11/2/21 7:03:38 anonymous | Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October | |
| 769 | 11/2/21 9:08:17 | 11/2/21 9:09:27 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | <p>I am in the 4th grade at Sutter School and I am 9 years old. My name is Eric Drut. This is a school project for if we should change the name of Columbus day to Indigenous peoples day or keep Columbus day or both of the holidays on the same day or both holidays different days. But I think we should change Columbus day to Indigenous peoples day because don't you think it's kind to invade a once peaceful land to now enslaved land. So why should we name it Columbus day because all he brought was destruction so we shouldn't name it to Columbus day why do people want to name something after A MURDER?! He's not even a famous celebrity. So that's what I think.</p> <p>THE END</p> |

| | | | | |
|-----|------------------|----------------------------|--|--|
| 773 | 11/2/21 9:39:06 | 11/2/21 9:39:13 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | Hello I am a 9 year old student in Sutter Elementary School. I am in 4th grade and I want to change Columbus Day to Indigenous Peoples' Day. Why? Well, because the Indigenous People have done many knowledgeable things that we've learned off of. Also, why make a holiday for someone who's done multiple destructive things? Are people out of their minds? These reasons confirm that we should change Columbus day to Indigenous peoples' day. |
| 774 | 11/2/21 10:05:43 | 11/2/21 10:16:55 anonymous | Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days. | Oct. 12 will always be Columbus Day to me. I had a son on that day. You can't forget history, despite consequences. |
| 775 | 11/2/21 16:28:16 | 11/2/21 16:28:37 anonymous | Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days. | In my school we are learning about Indigenous peoples and columbus in 4th grade its a survey and we have to pick what we would like to be a holiday like how I chose for both columbus day and indignous peoples day be a holiday because we can learn more about indignous peoples and columbus so we can have more stuff at school,and if we don't learn about columbus and indignous peoples then we won't know what they did. |
| 776 | 11/2/21 17:03:13 | 11/2/21 17:04:30 anonymous | Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days. | <p>Hello everybody, my name is Aryan and I am 9 years old and I go to Sutter Elementary and this is my opinion about Columboous day.</p> <p>I think that people can call it either name and it does not matter. The reason why I think this is because:</p> <p>1.People that have a Native-American heritage can call it Indigenes Peoples' Day and people that don't have an Native-American heritage can call it Columbus Day 2. I think that the state force is making a big deal out of something that is very small. It's just a name for Columbus day! It's not like you're trying to rename Martin Luther King Jr's holiday!! 3. Columbus is very important in a bad way: he let a path for Colonizers that went inland and killed and enslaved Native-Americans.4.Another reason why Columbus is bad is because he also killed and enslaved people in Haiti. 5.Despite all these reasons I'm pretty sure that other people have their own reasons why Columbus is good that is why I chose this answer.</p> <p>For these reasons, I think that you can call the holiday by either name and it doesn't matter. Thank you for listening!</p> |
| 777 | 11/2/21 17:37:31 | 11/2/21 17:38:19 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |

| | | | | |
|-----|-------------------|-----------------------------|--|---|
| 778 | 11/2/21 18:39:00 | 11/2/21 18:45:18 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | Although I do believe students should learn about Columbus's explorations just as they study other explorers, we need to honor those who were enslaved and decimated as a result of these explorations. We can't erase history but need to educate our youth on the consequences of history. |
| 779 | 11/3/21 1:49:32 | 11/3/21 1:49:57 anonymous | Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October | |
| 780 | 11/3/21 10:47:16 | 11/3/21 10:48:06 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 781 | 11/3/21 15:38:48 | 11/3/21 15:39:10 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |
| 782 | 11/4/21 7:31:16 | 11/4/21 7:32:34 anonymous | Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September | Hi, my name is Michael I'm 9 and a 4th-grade student at Sutter school ...I think to rename Columbus day to indigenous peoples day. Reason 1 is Columbus didn't even mean to go to us. Reason 2 he did not even know where he was going. Reason 3 he keep on begging to go but they said no and one day he got to but he didn't know what to do. 4th Reasons do not like him and that my opinion |
| 783 | 11/4/21 12:46:06 | 11/4/21 12:49:37 anonymous | Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October | We can't eliminate every holiday, statue or other memorabilia we don't agree with. We need to remember our past, sometimes to help us not make the same mistake |
| 784 | 11/4/21 14:35:36 | 11/4/21 14:37:23 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | Observe Indigenous Peoples' Day instead of Columbus Day. |
| 785 | 11/10/21 10:42:42 | 11/10/21 11:02:51 anonymous | Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October | |

| | | | | |
|-----|-------------------|-----------------------------|---|---|
| 786 | 11/10/21 19:14:52 | 11/10/21 19:45:57 anonymous | Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September | <p>Your introductory narrative that prefaces this survey is inherently flawed! Columbus never landed in North America on any of his four voyages. He also did not "usher in" the injustices or atrocities you refer to. Those occurred after Columbus' death in 1506 when the Spanish particularly and other Europeans later turned to colonial empire-building!</p> <p>Consequently, he is not the ogre he's purported to be! Any iniquities during his voyages, if any, occurred when he wasn't even present!! He was either in the interior negotiating with natives for food, water, and timber since his provisions were always shorted by royal officials, or working to establish trading posts. He was also constantly on the move searching for new lands and routes while under contract with the sovereigns, or back in Spain organizing another voyage. During his absences he appointed a commission to govern the settlements consisting of some settlers, the clergy, and his two brothers, but they were totally inept in controlling the avaricious and ambitious rogues amongst themselves. Hence chaos ensued.</p> <p>In cases where the settlers committed atrocities Columbus hung or whipped them, always insisting that they treat the natives with respect and offer them goods of value, or petitioning the sovereigns to issue orders to do the same. Moreover, he worked hard at maintaining cordial relations with the natives.</p> <p>It should also be noted that disease infection was not a one-sided affair! Europeans too contracted disease from the natives: hepatitis, encephalitis, tuberculosis, and a skin-lesion disease known as yaws, that when the pathogen entered a European's body, he contracted syphilis, which was spread throughout Europe in epidemic proportions upon the crews' returns during the first and second voyages!!!</p> <p>SO, EXONERATE COLUMBUS, and if you want to honor the aboriginal population, do it on a separate day because if you want to institutionalize diversity, equity, and inclusion in your city, then don't make a mockery of it by subtraction or substitution!!!!</p> <p>Lou Gallo National Consultant on Columbus Order Sons and Daughters of Italy in America</p> |
| 787 | 11/10/21 20:06:31 | 11/10/21 20:16:15 anonymous | Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October | Changing the name of Columbus Day is a pointless gesture that does nothing substantive to address American society's profound crimes Europeans inflicted on Native Americans by Europeans, and the ensuing structural injustices. |
| 788 | 11/13/21 20:01:48 | 11/13/21 20:11:22 anonymous | Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days. | Christopher Columbus treated and ordered others to treat indigenous people with respect and not enslave them. I think both should be celebrated together. We should focus the day on how Columbus and indigenous people worked together to try to bring people from different cultures together. |

1

https://forms.office.com/Pages/DesignPage.aspx?auth_pvr=OrgId&auth_upn=GYip%40Santaclaraca.gov&lang=en-US&origin=OfficeDotCom&ro... 1/1

| | | | | | Proporcione su opinión sobre la celebración del Día de Cristobal Colon y el Día de los Pueblos Indígenas. | Proporcione su opinión sobre la celebración del Día de Cristobal Colon y el Día de los Pueblos Indígenas. |
|----|------------------|------------------|-----------|------|---|---|
| ID | Start time | Completion time | Email | Name | | |
| 1 | 10/25/21 7:01:11 | 10/25/21 7:02:02 | anonymous | | Celebrar el Día de Cristobal Colon el 2do lunes de octubre y celebrar el Día de la Herencia Nativa Americana el 4to viernes de septiembre | |

Observance of Columbus Day Survey - Vietnamese

1 Responses 03:11 Average time to complete Closed Status

1. Vui lòng cho biết ý kiến của bạn về lễ kỷ niệm Ngày Columbus và Ngày của Người Bản Địa.

- Giữ nguyên như hiện tại: Kỷ ni... 1
- Kỷ niệm Ngày của Người Bản ... 0
- Kỷ niệm cả Ngày Columbus và... 0
- Kỷ niệm Ngày Columbus vào t... 0



2. Vui lòng cho biết ý kiến của bạn về lễ kỷ niệm Ngày Columbus và Ngày của Người Bản Địa.

1 Responses

Latest Responses

"Đây là lịch sử không thể thay thế hay xóa bỏ được.Không c...

| ID | Start time | Completion time | Email | Name | Vui lòng cho biết ý kiến của bạn về lễ kỷ niệm Ngày Columbus và Ngày của Người Bản Địa. | Vui lòng cho biết ý kiến của bạn về lễ kỷ niệm Ngày Columbus và Ngày của Người Bản Địa. |
|----|-------------------|-------------------|-----------|------|--|---|
| 1 | 10/22/21 17:37:20 | 10/22/21 17:40:31 | anonymous | | Giữ nguyên như hiện tại: Kỷ niệm Ngày Columbus vào thứ Hai của tuần thứ 2 trong tháng Mười | Đây là lịch sử không thể thay thế hay xoá bỏ được. Không còn lịch sử, không còn quốc gia. |

Observance of Columbus Day Survey – Chinese

多元化、公平和包容性工作组

纪念哥伦布日和土著居民日

2 Responses 04:11 Average time to complete Closed Status

1. 请您就纪念哥伦布日和土著居民日这一节日发表看法。

- 维持现状：在10月2日星期一... 1
- 在10月2日 星期一纪念土著居... 0
- * 在10月2日星期一或10月的其... 1
- 在10月2日星期一纪念哥伦布... 0



2. 请您就纪念哥伦布日和土著居民日这一节日发表看法

1
Responses

Latest Responses
"good"

| ID | Start time | Completion time | Email | Name | 请您就纪念哥伦布日和土著居民日这一节日发表看法。 | 请您就纪念哥伦布日和土著居民日这一节日发表看法 |
|----|-------------------|-------------------|-----------|------|-----------------------------------|-------------------------|
| 1 | 10/23/21 7:38:19 | 10/23/21 7:40:53 | anonymous | | *在10月2日星期一或10月的其他日子同时纪念哥伦布日和土著居民日 | |
| 2 | 10/25/21 10:21:09 | 10/25/21 10:26:57 | anonymous | | 维持现状：在10月2日星期一纪念哥伦布日 | good |

Observance of Columbus Day Survey - Korean 다양성.형평성.포용성 태스크포스 콜럼버스의 날 및 원주민의 날 기념 관련

3 Responses

01:29 Average time to complete

Closed Status

1. 콜럼버스의 날 및 원주민의 날을 기념하는 것과 관련된 의견을 제공해주시기 바랍니다.

- 현상 유지: 10월의 두 번째 월...

0
- 10월의 두 번째 월요일을 '콜럼...

3
- 10월의 두 번째 월요일을 '콜럼...

0
- 10월의 두 번째 월요일을 '콜럼...

0



2. 콜럼버스의 날 및 원주민의 날을 기념하는 것과 관련된 의견을 제공해주시기 바랍니다.

0

Responses

Latest Responses

| | | | | | 콜럼버스의 날 및 원주민의 날을 기념하는 것과 관련된 의견을 제공해주시기 바랍니다. | 콜럼버스의 날 및 원주민의 날을 기념하는 것과 관련된 의견을 제공해주시기 바랍니다. |
|----|-------------------|-------------------|-----------|------|--|--|
| ID | Start time | Completion time | Email | Name | | |
| 1 | 10/22/21 17:30:26 | 10/22/21 17:31:22 | anonymous | | 10월의 두 번째 월요일을 '콜럼버스의 날' 대신 '원주민의 날(또는 아메리카 원주민을 기념하는 다른 이름으로 된 날)'로 기념하고 싶다 | |
| 2 | 10/22/21 21:39:53 | 10/22/21 21:41:16 | anonymous | | 10월의 두 번째 월요일을 '콜럼버스의 날' 대신 '원주민의 날(또는 아메리카 원주민을 기념하는 다른 이름으로 된 날)'로 기념하고 싶다 | |
| 3 | 10/24/21 9:56:28 | 10/24/21 9:58:37 | anonymous | | 10월의 두 번째 월요일을 '콜럼버스의 날' 대신 '원주민의 날(또는 아메리카 원주민을 기념하는 다른 이름으로 된 날)'로 기념하고 싶다 | |

Observance of Columbus Day and Indigenous Peoples' Day Survey - Tagalog

1 Responses 00:39 Average time to complete Closed Status

1. Mangyaring ilagay ang iyong pananaw sa pagdiriwang ng Araw ni Columbus at Araw ng mga Katutubo.

- Panatilihin ang Status Quo: Ip... 0
- Ipagdiwang ang Araw ng mga... 0
- Ipagdiwang pareho ang Araw ... 0
- Ipagdiwang ang Araw ni Colu... 1



2. Mangyaring ilagay ang iyong pananaw sa pagdiriwang ng Araw ni Columbus at Araw ng mga Katutubo.

0 Responses

Latest Responses

| ID | Start time | Completion time | Email | Name | Mangyaring ilagay ang iyong pananaw sa pagdiriwang ng Araw ni Columbus at Araw ng mga Katutubo. | Mangyaring ilagay ang iyong pananaw sa pagdiriwang ng Araw ni Columbus at Araw ng mga Katutubo. |
|----|-------------------|-------------------|-----------|------|---|---|
| 1 | 10/22/21 16:26:45 | 10/22/21 16:27:24 | anonymous | | Ipagdiwang ang Araw ni Columbus sa ika-2 Lunes ng Oktubre at ipagdiwang ang Araw ng Pamana ng Katutubong Amerikano sa ika-4 na Biyernes ng Setyembre. | |

Observance of Columbus Day - Japanese

多様性・公平性・包括性に関するタスクフォース
祝日としての「コロンブスデー」と「先住民の日」

0 Responses 00:00 Average time to complete Closed Status



This form doesn't have any responses yet.

Try sharing it to more people, or use preview mode to enter your own response.

Powered by Microsoft Forms (<https://forms.office.com>) | Privacy and cookies (<https://go.microsoft.com/fwlink/?LinkId=521839>) | Terms of use (<https://go.microsoft.com/fwlink/?linkid=866263>)

Observance of Columbus Day and Indigenous Peoples' Day Survey - Hindi

0 Responses 00:00 Average time to complete Closed Status



This form doesn't have any responses yet.

Try sharing it to more people, or use preview mode to enter your own response.

Powered by Microsoft Forms (<https://forms.office.com>) | Privacy and cookies (<https://go.microsoft.com/fwlink/?LinkId=521839>) | Terms of use (<https://go.microsoft.com/fwlink/?linkid=866263>)

Observance of Columbus Day and Indigenous Peoples' Day Survey - Portuguese

0 Responses 00:00 Average time to complete Closed Status



This form doesn't have any responses yet.

Try sharing it to more people, or use preview mode to enter your own response.

Powered by Microsoft Forms (<https://forms.office.com>) | Privacy and cookies (<https://go.microsoft.com/fwlink/?LinkId=521839>) | Terms of use (<https://go.microsoft.com/fwlink/?linkid=866263>)



**City of
Santa Clara**
Two Centuries of What's Possible

Observance of Columbus Day and Indigenous Peoples' Day Survey

In recent years, the City of Santa Clara (City) has received several resident inquiries regarding the City's observance of Columbus Day, most of which have urged the City Council to rename Columbus Day to Indigenous Peoples' Day. Over the past several years, states and cities have started to acknowledge and substitute Columbus Day with Indigenous Peoples' Day. This historical recognition across local jurisdictions is a collaborative effort to provide more representation of local and state history.

Columbus Day is a federal holiday that commemorates Christopher Columbus's landing in the Americas on October 12, 1492, and celebrates Italian-American culture and heritage. There has been controversy around the holiday due to Columbus' arrival to North America, which ushered in an era of European conquest and death of Native American people. With his arrival came violence, slavery, forced assimilation and conversion of Native American people to Christianity. It also introduced a host of new diseases that had consequential and long-term effects on Native American people.

The name Indigenous Peoples' Day honors the loss, legacy, and culture of those affected by Columbus' arrival and subsequent American colonization. This name still reflects on the same historical impact of the European Age of Discovery, but with the Native American people at the center of the narrative.

At the October 15, 2020 Task Force on Diversity, Equity, and Inclusion (Task Force) meeting, the Task Force discussed the renaming of Columbus Day. The Task Force unanimously approved accepting the Mayor and Council Offices' referral to bring a recommendation to the City Council on the City's observance of the Columbus Day holiday.

This survey is intended to seek outreach from the community. The survey results are for research purposes only and will be forwarded to the Task Force for consideration when making a recommendation to the City Council.

1. Please select your position on the observance of Columbus Day and Indigenous Peoples' Day.

Your Position:



Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October

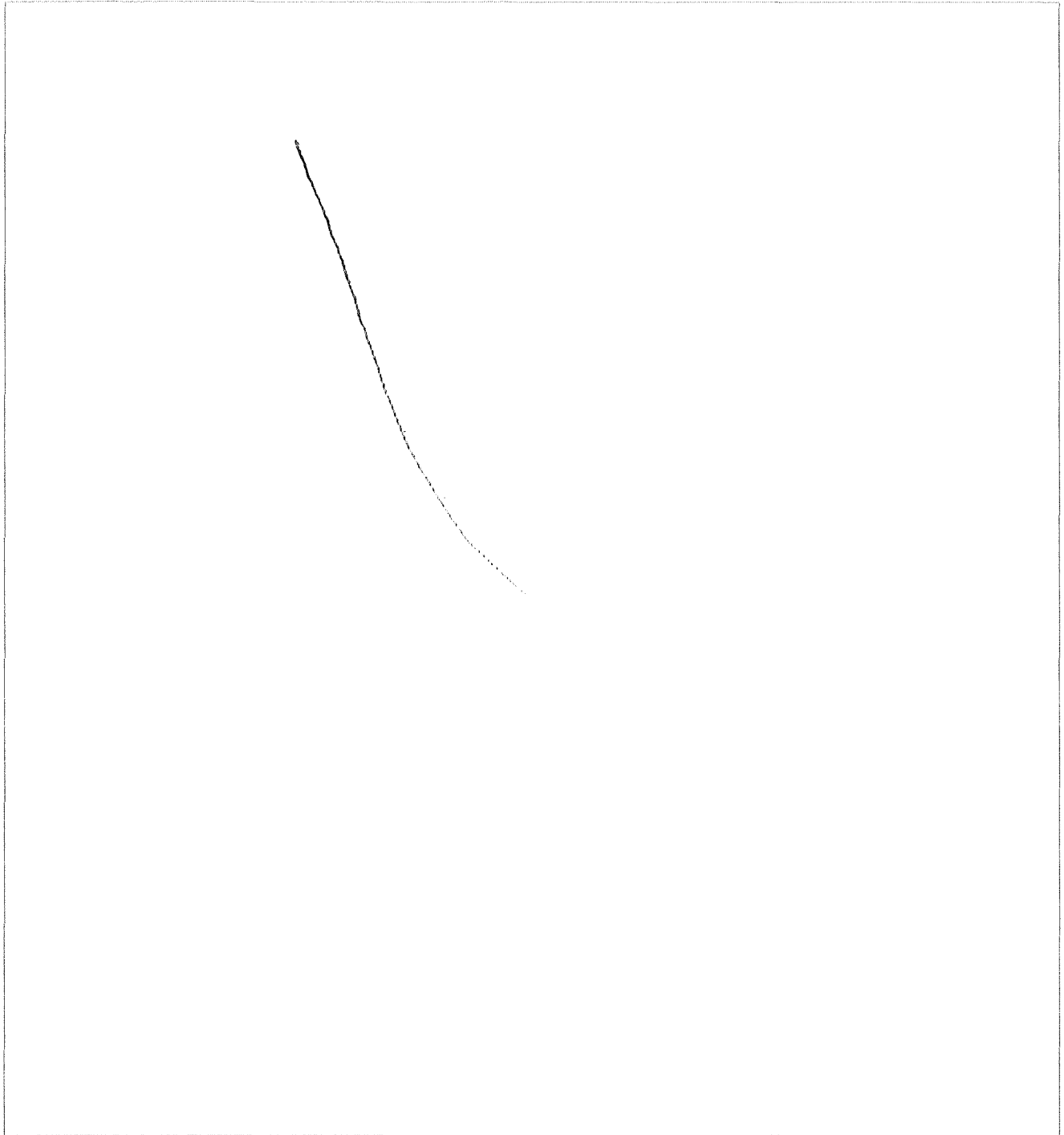
☐ Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October

☐ Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days


☐ Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September

2. Please provide your input on the observance of Columbus Day and Indigenous Peoples' Day.

Public comments can be submitted below:

A large, empty rectangular box with a thin black border, intended for users to submit their public comments. The box is currently empty, showing only a faint, curved line that might be a stray mark or a very light pencil stroke.

This content is neither created nor endorsed by Microsoft. The data you submit will be sent to the form owner.

 Microsoft Forms



Celebración del Día de Cristobal Colon y el Día de los Pueblos Indígenas

En los últimos años, la Ciudad de Santa Clara (Ciudad) ha recibido varias preguntas de residentes con respecto a la celebración del Día de Cristobal Colon en la Ciudad, la mayoría de las cuales han instado al Concejo Municipal a cambiar el nombre del Día de Cristobal Colon a Día de los Pueblos Indígenas. En los últimos años, los estados y las ciudades han comenzado a reconocer y sustituir el Día de Cristobal Colon por el Día de los Pueblos Indígenas. Este reconocimiento histórico en las jurisdicciones locales es un esfuerzo de colaboración para proporcionar una mayor representación de la historia local y estatal.

El Día de Cristobal Colon es un día feriado federal que conmemora el desembarco de Cristóbal Colón en las Américas el 12 de octubre de 1492 y celebra la cultura y el patrimonio italo-americano. Ha habido controversia en torno a la festividad debido a la llegada de Colón a América al Norte, que marcó el comienzo de una era de conquista Europea y muerte de los nativos americanos. Con su llegada vino la violencia, la esclavitud, la asimilación forzada y la conversión de los nativos americanos al cristianismo. También introdujo una serie de nuevas enfermedades que tuvieron consecuencias y efectos a largo plazo en los pueblos nativos americanos.

El nombre Día de los Pueblos Indígenas honra la pérdida, el legado y la cultura de los afectados por la llegada de Colón y la posterior colonización de los nativos americanos. Este nombre todavía refleja el mismo impacto histórico de la Era Europea de los Descubrimientos, pero con los nativos americanos en el centro de la narrativa.

En la reunión del Grupo de trabajo sobre diversidad, equidad e inclusión (Grupo de trabajo) del 15 de octubre de 2020, el Grupo de trabajo discutió el cambio de nombre del Día de Cristobal Colon. El Grupo de trabajo aprobó por unanimidad aceptar la remisión del Alcalde y las Oficinas del Concejo para presentar una recomendación al Concejo Municipal sobre la celebración del Día de Cristobal Colon en la Ciudad.

Esta encuesta tiene como objetivo buscar la participación de la comunidad. Los resultados de la encuesta son solo para fines de investigación y se enviarán al Grupo de trabajo para su consideración al hacer una recomendación al Concejo Municipal.

1. Proporcione su opinión sobre la celebración del Día de Cristobal Colon y el Día de los Pueblos Indígenas.

Su postura:

- ☐ Mantener el status quo: Celebrar el Día de Cristobal Colon el 2do lunes de octubre
- ☒ Celebrar el Día de los Pueblos Indígenas (o un nombre festivo alternativo que honre a los nativos americanos) en lugar del Día de Cristobal Colon el 2do lunes de octubre
- ☐ Celebrar tanto el Día de Cristobal Colon como el Día de los Pueblos Indígenas el 2do lunes de octubre o en días diferentes
- ☐ Celebrar el Día de Cristobal Colon el 2do lunes de octubre y celebrar el Día de la Herencia Nativa Americana el 4to viernes de septiembre



**City of
Santa Clara**
The Center of What's Possible

Observance of Columbus Day and Indigenous Peoples' Day Survey

In recent years, the City of Santa Clara (City) has received several resident inquiries regarding the City's observance of Columbus Day, most of which have urged the City Council to rename Columbus Day to Indigenous Peoples' Day. Over the past several years, states and cities have started to acknowledge and substitute Columbus Day with Indigenous Peoples' Day. This historical recognition across local jurisdictions is a collaborative effort to provide more representation of local and state history.

Columbus Day is a federal holiday that commemorates Christopher Columbus's landing in the Americas on October 12, 1492, and celebrates Italian-American culture and heritage. There has been controversy around the holiday due to Columbus' arrival to North America, which ushered in an era of European conquest and death of Native American people. With his arrival came violence, slavery, forced assimilation and conversion of Native American people to Christianity. It also introduced a host of new diseases that had consequential and long-term effects on Native American people.

The name Indigenous Peoples' Day honors the loss, legacy, and culture of those affected by Columbus' arrival and subsequent American colonization. This name still reflects on the same historical impact of the European Age of Discovery, but with the Native American people at the center of the narrative.

At the October 15, 2020 Task Force on Diversity, Equity, and Inclusion (Task Force) meeting, the Task Force discussed the renaming of Columbus Day. The Task Force unanimously approved accepting the Mayor and Council Offices' referral to bring a recommendation to the City Council on the City's observance of the Columbus Day holiday.

This survey is intended to seek outreach from the community. The survey results are for research purposes only and will be forwarded to the Task Force for consideration when making a recommendation to the City Council.

1. Please select your position on the observance of Columbus Day and Indigenous Peoples' Day.

Your Position:

- ☒ Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October
- ☐ Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October
- ☐ Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days
- ☐ Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September



**City of
Santa Clara**
The Center of What's Possible

Observance of Columbus Day and Indigenous Peoples' Day Survey

In recent years, the City of Santa Clara (City) has received several resident inquiries regarding the City's observance of Columbus Day, most of which have urged the City Council to rename Columbus Day to Indigenous Peoples' Day. Over the past several years, states and cities have started to acknowledge and substitute Columbus Day with Indigenous Peoples' Day. This historical recognition across local jurisdictions is a collaborative effort to provide more representation of local and state history.

Columbus Day is a federal holiday that commemorates Christopher Columbus's landing in the Americas on October 12, 1492, and celebrates Italian-American culture and heritage. There has been controversy around the holiday due to Columbus' arrival to North America, which ushered in an era of European conquest and death of Native American people. With his arrival came violence, slavery, forced assimilation and conversion of Native American people to Christianity. It also introduced a host of new diseases that had consequential and long-term effects on Native American people.

The name Indigenous Peoples' Day honors the loss, legacy, and culture of those affected by Columbus' arrival and subsequent American colonization. This name still reflects on the same historical impact of the European Age of Discovery, but with the Native American people at the center of the narrative.

At the October 15, 2020 Task Force on Diversity, Equity, and Inclusion (Task Force) meeting, the Task Force discussed the renaming of Columbus Day. The Task Force unanimously approved accepting the Mayor and Council Offices' referral to bring a recommendation to the City Council on the City's observance of the Columbus Day holiday.

This survey is intended to seek outreach from the community. The survey results are for research purposes only and will be forwarded to the Task Force for consideration when making a recommendation to the City Council.

1. Please select your position on the observance of Columbus Day and Indigenous Peoples' Day.

Your Position:


- ☐ Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October
- ☒ Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October
- ☐ Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days
- ☐ Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September

2. Please provide your input on the observance of Columbus Day and Indigenous Peoples' Day.

Public comments can be submitted below:

Let's celebrate Native Americans!

This content is neither created nor endorsed by Microsoft. The data you submit will be sent to the form owner.

 Microsoft Forms

2



**City of
Santa Clara**
The Center of What's Possible

Observance of Columbus Day and Indigenous Peoples' Day Survey

In recent years, the City of Santa Clara (City) has received several resident inquiries regarding the City's observance of Columbus Day, most of which have urged the City Council to rename Columbus Day to Indigenous Peoples' Day. Over the past several years, states and cities have started to acknowledge and substitute Columbus Day with Indigenous Peoples' Day. This historical recognition across local jurisdictions is a collaborative effort to provide more representation of local and state history.

Columbus Day is a federal holiday that commemorates Christopher Columbus's landing in the Americas on October 12, 1492, and celebrates Italian-American culture and heritage. There has been controversy around the holiday due to Columbus' arrival to North America, which ushered in an era of European conquest and death of Native American people. With his arrival came violence, slavery, forced assimilation and conversion of Native American people to Christianity. It also introduced a host of new diseases that had consequential and long-term effects on Native American people.

The name Indigenous Peoples' Day honors the loss, legacy, and culture of those affected by Columbus' arrival and subsequent American colonization. This name still reflects on the same historical impact of the European Age of Discovery, but with the Native American people at the center of the narrative.

At the October 15, 2020 Task Force on Diversity, Equity, and Inclusion (Task Force) meeting, the Task Force discussed the renaming of Columbus Day. The Task Force unanimously approved accepting the Mayor and Council Offices' referral to bring a recommendation to the City Council on the City's observance of the Columbus Day holiday.

This survey is intended to seek outreach from the community. The survey results are for research purposes only and will be forwarded to the Task Force for consideration when making a recommendation to the City Council.

1. Please select your position on the observance of Columbus Day and Indigenous Peoples' Day.

Your Position:

- ☐ Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October
- ☒ Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October
- ☐ Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days
- ☐ Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September



**City of
Santa Clara**
The Center of What's Possible

Observance of Columbus Day and Indigenous Peoples' Day Survey

In recent years, the City of Santa Clara (City) has received several resident inquiries regarding the City's observance of Columbus Day, most of which have urged the City Council to rename Columbus Day to Indigenous Peoples' Day. Over the past several years, states and cities have started to acknowledge and substitute Columbus Day with Indigenous Peoples' Day. This historical recognition across local jurisdictions is a collaborative effort to provide more representation of local and state history.

Columbus Day is a federal holiday that commemorates Christopher Columbus's landing in the Americas on October 12, 1492, and celebrates Italian-American culture and heritage. There has been controversy around the holiday due to Columbus' arrival to North America, which ushered in an era of European conquest and death of Native American people. With his arrival came violence, slavery, forced assimilation and conversion of Native American people to Christianity. It also introduced a host of new diseases that had consequential and long-term effects on Native American people.

The name Indigenous Peoples' Day honors the loss, legacy, and culture of those affected by Columbus' arrival and subsequent American colonization. This name still reflects on the same historical impact of the European Age of Discovery, but with the Native American people at the center of the narrative.

At the October 15, 2020 Task Force on Diversity, Equity, and Inclusion (Task Force) meeting, the Task Force discussed the renaming of Columbus Day. The Task Force unanimously approved accepting the Mayor and Council Offices' referral to bring a recommendation to the City Council on the City's observance of the Columbus Day holiday.

This survey is intended to seek outreach from the community. The survey results are for research purposes only and will be forwarded to the Task Force for consideration when making a recommendation to the City Council.

1. Please select your position on the observance of Columbus Day and Indigenous Peoples' Day.

Your Position:

- ☐ Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October
- ☒ Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October
- ☐ Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days
- ☐ Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September



Observance of Columbus Day and Indigenous Peoples' Day Survey

In recent years, the City of Santa Clara (City) has received several resident inquiries regarding the City's observance of Columbus Day, most of which have urged the City Council to rename Columbus Day to Indigenous Peoples' Day. Over the past several years, states and cities have started to acknowledge and substitute Columbus Day with Indigenous Peoples' Day. This historical recognition across local jurisdictions is a collaborative effort to provide more representation of local and state history.

Columbus Day is a federal holiday that commemorates Christopher Columbus's landing in the Americas on October 12, 1492, and celebrates Italian-American culture and heritage. There has been controversy around the holiday due to Columbus' arrival to North America, which ushered in an era of European conquest and death of Native American people. With his arrival came violence, slavery, forced assimilation and conversion of Native American people to Christianity. It also introduced a host of new diseases that had consequential and long-term effects on Native American people.

The name Indigenous Peoples' Day honors the loss, legacy, and culture of those affected by Columbus' arrival and subsequent American colonization. This name still reflects on the same historical impact of the European Age of Discovery, but with the Native American people at the center of the narrative.

At the October 15, 2020 Task Force on Diversity, Equity, and Inclusion (Task Force) meeting, the Task Force discussed the renaming of Columbus Day. The Task Force unanimously approved accepting the Mayor and Council Offices' referral to bring a recommendation to the City Council on the City's observance of the Columbus Day holiday.

This survey is intended to seek outreach from the community. The survey results are for research purposes only and will be forwarded to the Task Force for consideration when making a recommendation to the City Council.

1. Please select your position on the observance of Columbus Day and Indigenous Peoples' Day.

Your Position:

- ☐ Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October
- ☒ Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October
- ☐ Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days
- ☐ Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September



多元化、公平和包容性工作组

纪念哥伦布日和土著居民日

近年来，圣克拉拉市（城市）收到了多位市民对本市纪念哥伦布日这一活动所表达的关切。大部分市民期望市议会将哥伦布日更名为土著居民日。过去几年中，各州和各市均已开始表示认同哥伦布日并同意将其更名为土著居民日。这种跨越地方司法管辖区的历史认可行为是共同努力的结果，而且有利于更好地讲述各市和各州的历史。

哥伦布日属于联邦假日，主要是为了纪念克里斯托弗·哥伦布于1492年10月12日登陆美洲这一事迹，也表达对意大利裔美国人的文化和传统的庆祝。由于哥伦布抵达北美后，开启了欧洲征服美洲、美洲土著居民死亡的时代，因此人们对这个假期一直是众说纷纭。由于哥伦布的到来，导致了暴力、奴役、美洲土著居民被迫同化、皈依基督教，同时还带来了许多新的疾病，对美洲土著居民产生了重大而深远的影响。

土著居民日这个名字是为了纪念那些因哥伦布的到来和随后的美国殖民主义而受影响的人们，缅怀他们的损失、遗产和文化。更进一步来说，这个名字象征的历史影响与欧洲大发现时代这个名字一样，只不过前者以美洲土著居民为叙述的中心。

在2020年10月15日举行的多元化、公平和包容性工作组（特别工作组）会议上，特别工作组讨论了关于哥伦布日更名的事项。工作组特别工作组一致同意接受市长和市议会办公室的意见，决定向市议会提出本市在纪念哥伦布日假期这项活动方面的建议。

本次调查旨在寻求社区的外展服务。调查结果仅限于用做研究目的，并且将在向市议会提议时转交特别工作组以供参考。

1. 请您就纪念哥伦布日和土著居民日这一节日发表看法。

您的立场:



维持现状：在10月2日星期一纪念哥伦布日



在10月2日星期一纪念土著居民日（或纪念美洲土著居民的其他节日名称）而不是哥伦布日



在10月2日星期一或10月的其他日子同时纪念哥伦布日和土著居民日



在10月2日星期一纪念哥伦布日，并在9月4日星期五纪念美洲土著居民遗产日

2. 请您就纪念哥伦布日和土著居民日这一节日发表看法

选择“您的立场”后输入你的看法

上帝是美善的，土著居民认识上帝是一件很美的事。我以前在中国不信上帝，生活过得很没有盼望，我觉得能认识主耶稣是我一生的幸福。

信仰是无法被强迫的，除非他们从心里去真相信！

别诺虽然当时带来一些暴力、冲突，却是不很好。我更希望是柔和的方式。但别忘了，他们也为土著居民带来了繁荣、新技术等，所以，我希望大北部落能够“文和为善，为贵”。所以其实改不改名都不重要。

重要的是心灵彼此和谐、相爱。

This content is neither created nor endorsed by Microsoft. The data you submit will be sent to the form owner.

Microsoft Forms



Observance of Columbus Day and Indigenous Peoples' Day Survey

In recent years, the City of Santa Clara (City) has received several resident inquiries regarding the City's observance of Columbus Day, most of which have urged the City Council to rename Columbus Day to Indigenous Peoples' Day. Over the past several years, states and cities have started to acknowledge and substitute Columbus Day with Indigenous Peoples' Day. This historical recognition across local jurisdictions is a collaborative effort to provide more representation of local and state history.

Columbus Day is a federal holiday that commemorates Christopher Columbus's landing in the Americas on October 12, 1492, and celebrates Italian-American culture and heritage. There has been controversy around the holiday due to Columbus' arrival to North America, which ushered in an era of European conquest and death of Native American people. With his arrival came violence, slavery, forced assimilation and conversion of Native American people to Christianity. It also introduced a host of new diseases that had consequential and long-term effects on Native American people.

The name Indigenous Peoples' Day honors the loss, legacy, and culture of those affected by Columbus' arrival and subsequent American colonization. This name still reflects on the same historical impact of the European Age of Discovery, but with the Native American people at the center of the narrative.

At the October 15, 2020 Task Force on Diversity, Equity, and Inclusion (Task Force) meeting, the Task Force discussed the renaming of Columbus Day. The Task Force unanimously approved accepting the Mayor and Council Offices' referral to bring a recommendation to the City Council on the City's observance of the Columbus Day holiday.

This survey is intended to seek outreach from the community. The survey results are for research purposes only and will be forwarded to the Task Force for consideration when making a recommendation to the City Council.

1. Please select your position on the observance of Columbus Day and Indigenous Peoples' Day.

Your Position:

- ☐ Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October
- ☒ Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October
- ☐ Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days
- ☐ Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September



Observância do Dia de Colombo e do Dia dos Povos Indígenas

Nos últimos anos, a Cidade de Santa Clara (Cidade) recebeu diversos pedidos de informação de residentes relativamente à observância do Dia de Colombo por parte da Cidade, a maioria dos quais instou a Assembleia Municipal a alterar o nome Dia de Colombo para Dia dos Povos Indígenas. Ao longo dos últimos anos, estados e cidades começaram a reconhecer e a substituir o Dia de Colombo pelo Dia dos Povos Indígenas. Este reconhecimento histórico que atravessa jurisdições locais é um esforço colaborativo para proporcionar uma maior representação da história local e do estado.

O Dia de Colombo é um feriado federal que comemora o desembarque de Cristóvão Colombo nas Américas em 12 de Outubro de 1492 e celebra a cultura e património Italo-Americanos. Tem existido controvérsia relativamente ao feriado devido à chegada de Colombo à América do Norte, que marcou o início de uma era de conquista Europeia e morte de povos Nativos americanos. A sua chegada veio acompanhada de violência, escravidão, assimilação forçada e conversão do Povo Nativo americano ao Cristianismo. Essa chegada, também introduziu uma série de novas doenças que tiveram consequências e efeitos a longo prazo sobre os Povos Nativos Americanos.

O nome Dia dos Povos Indígenas honra a perda, o legado e a cultura dos afetados pela chegada de Colombo e a subsequente colonização americana. Este nome ainda reflete o mesmo impacto histórico da Era Europeia dos Descobrimentos, mas coloca o povo Nativo Americano no centro da narrativa.

Na reunião de 15 de outubro de 2020 da Equipa de Trabalho sobre Diversidade, Equidade e Inclusão (Equipa de Trabalho), a Equipa de Trabalho discutiu a alteração do nome do Dia de Colombo. A Equipa de Trabalho aprovou, unanimemente, a aceitação da consulta dos Gabinetes da Assembleia e do Presidente do Município para que seja apresentada uma recomendação à Assembleia Municipal relativamente à observância do feriado do Dia de Colombo por parte da Cidade.

O objetivo desta pesquisa é para obter a perspetiva da comunidade. Os resultados deste inquérito são apenas para fins de pesquisa e serão encaminhados para a Equipa de Trabalho para consideração aquando da recomendação à Assembleia Municipal.

1. Forneça a sua opinião relativamente à observância do Dia de Colombo e do Dia dos Povos Indígenas.

A Sua Posição:

- ☒ Manter o estado corrente: observar o Dia de Colombo na 2.ª segunda-feira de outubro
- ☒ Observar o Dia dos Povos Indígenas (ou um nome alternativo para o feriado que honre os Nativos Americanos) no lugar do Dia de Colombo, na 2.ª segunda-feira de outubro
- ☒ Observar o Dia de Colombo e o Dia dos Povos Indígenas na 2.ª segunda-feira de Outubro ou em dias diferentes.
- ☒ Observar o Dia de Colombo na 2.ª segunda-feira de Outubro e observar o Dia do Património dos Nativos Americanos na 4.ª sexta-feira de Setembro

2. Forneça a sua opinião relativamente à observância do Dia de Colombo e do Dia dos Povos Indígenas.

Insira um comentário opcional após selecionar "A Sua Posição"

Mudar o nome deste feriado que tem a possibilidade de ser desconhecido por muitos pode com certeza trazer a tona a história, cultura e fatos de um povo que realmente merece reconhecimento e respeito por tudo que ele suportou.

This content is neither created nor endorsed by Microsoft. The data you submit will be sent to the form owner.

 Microsoft Forms



Observance of Columbus Day and Indigenous Peoples' Day Survey

In recent years, the City of Santa Clara (City) has received several resident inquiries regarding the City's observance of Columbus Day, most of which have urged the City Council to rename Columbus Day to Indigenous Peoples' Day. Over the past several years, states and cities have started to acknowledge and substitute Columbus Day with Indigenous Peoples' Day. This historical recognition across local jurisdictions is a collaborative effort to provide more representation of local and state history.

Columbus Day is a federal holiday that commemorates Christopher Columbus's landing in the Americas on October 12, 1492, and celebrates Italian-American culture and heritage. There has been controversy around the holiday due to Columbus' arrival to North America, which ushered in an era of European conquest and death of Native American people. With his arrival came violence, slavery, forced assimilation and conversion of Native American people to Christianity. It also introduced a host of new diseases that had consequential and long-term effects on Native American people.

The name Indigenous Peoples' Day honors the loss, legacy, and culture of those affected by Columbus' arrival and subsequent American colonization. This name still reflects on the same historical impact of the European Age of Discovery, but with the Native American people at the center of the narrative.

At the October 15, 2020 Task Force on Diversity, Equity, and Inclusion (Task Force) meeting, the Task Force discussed the renaming of Columbus Day. The Task Force unanimously approved accepting the Mayor and Council Offices' referral to bring a recommendation to the City Council on the City's observance of the Columbus Day holiday.

This survey is intended to seek outreach from the community. The survey results are for research purposes only and will be forwarded to the Task Force for consideration when making a recommendation to the City Council.

1. Please select your position on the observance of Columbus Day and Indigenous Peoples' Day.

Your Position:


- ☐ Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October
- ☒ Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October
- ☐ Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days
- ☐ Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September

2. Please provide your input on the observance of Columbus Day and Indigenous Peoples' Day.

Public comments can be submitted below:

It's pretty clear what the right thing to do
is now and it's not keeping Columbus Day.
Thanks.

This content is neither created nor endorsed by Microsoft. The data you submit will be sent to the form owner.

 Microsoft Forms

2



**City of
Santa Clara**
The Center of What's Possible

Observance of Columbus Day and Indigenous Peoples' Day Survey

In recent years, the City of Santa Clara (City) has received several resident inquiries regarding the City's observance of Columbus Day, most of which have urged the City Council to rename Columbus Day to Indigenous Peoples' Day. Over the past several years, states and cities have started to acknowledge and substitute Columbus Day with Indigenous Peoples' Day. This historical recognition across local jurisdictions is a collaborative effort to provide more representation of local and state history.

Columbus Day is a federal holiday that commemorates Christopher Columbus's landing in the Americas on October 12, 1492, and celebrates Italian-American culture and heritage. There has been controversy around the holiday due to Columbus' arrival to North America, which ushered in an era of European conquest and death of Native American people. With his arrival came violence, slavery, forced assimilation and conversion of Native American people to Christianity. It also introduced a host of new diseases that had consequential and long-term effects on Native American people.

The name Indigenous Peoples' Day honors the loss, legacy, and culture of those affected by Columbus' arrival and subsequent American colonization. This name still reflects on the same historical impact of the European Age of Discovery, but with the Native American people at the center of the narrative.

At the October 15, 2020 Task Force on Diversity, Equity, and Inclusion (Task Force) meeting, the Task Force discussed the renaming of Columbus Day. The Task Force unanimously approved accepting the Mayor and Council Offices' referral to bring a recommendation to the City Council on the City's observance of the Columbus Day holiday.

This survey is intended to seek outreach from the community. The survey results are for research purposes only and will be forwarded to the Task Force for consideration when making a recommendation to the City Council.

1. Please select your position on the observance of Columbus Day and Indigenous Peoples' Day.

Your Position:


- ☐ Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October
- ☐ Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October
- ☒ Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days
- ☐ Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September

2. Please provide your input on the observance of Columbus Day and Indigenous Peoples' Day.

Public comments can be submitted below:

Should celebrate both

This content is neither created nor endorsed by Microsoft. The data you submit will be sent to the form owner.

 Microsoft Forms



Observance of Columbus Day and Indigenous Peoples' Day Survey

In recent years, the City of Santa Clara (City) has received several resident inquiries regarding the City's observance of Columbus Day, most of which have urged the City Council to rename Columbus Day to Indigenous Peoples' Day. Over the past several years, states and cities have started to acknowledge and substitute Columbus Day with Indigenous Peoples' Day. This historical recognition across local jurisdictions is a collaborative effort to provide more representation of local and state history.

Columbus Day is a federal holiday that commemorates Christopher Columbus's landing in the Americas on October 12, 1492, and celebrates Italian-American culture and heritage. There has been controversy around the holiday due to Columbus' arrival to North America, which ushered in an era of European conquest and death of Native American people. With his arrival came violence, slavery, forced assimilation and conversion of Native American people to Christianity. It also introduced a host of new diseases that had consequential and long-term effects on Native American people.

The name Indigenous Peoples' Day honors the loss, legacy, and culture of those affected by Columbus' arrival and subsequent American colonization. This name still reflects on the same historical impact of the European Age of Discovery, but with the Native American people at the center of the narrative.

At the October 15, 2020 Task Force on Diversity, Equity, and Inclusion (Task Force) meeting, the Task Force discussed the renaming of Columbus Day. The Task Force unanimously approved accepting the Mayor and Council Offices' referral to bring a recommendation to the City Council on the City's observance of the Columbus Day holiday.

This survey is intended to seek outreach from the community. The survey results are for research purposes only and will be forwarded to the Task Force for consideration when making a recommendation to the City Council.

1. Please select your position on the observance of Columbus Day and Indigenous Peoples' Day.

Your Position:

- ☐ Maintain Status Quo: Observe Columbus Day on the 2nd Monday of October
- ☒ Observe Indigenous Peoples' Day (or an alternate holiday name that honors Native Americans) instead of Columbus Day on the 2nd Monday of October
- ☐ Observe both Columbus Day and Indigenous Peoples' Day on the 2nd Monday of October or on different days
- ☐ Observe Columbus Day on the 2nd Monday of October and observe Native American Heritage Day on the 4th Friday of September

From: [Gene Pashby](#)
To: [Equity Task Force](#)
Subject: co9lumbus day
Date: Saturday, October 23, 2021 11:42:47 AM

LEAVE THE NAME AS IT IS. Gene Pashby

From: [Andrew Illiano](#)
 To: [Equity Task Force](#)
 Subject: In Support of Columbus Day
 Date: Saturday, October 23, 2021 9:01:05 AM

To the members of the Task Force on Diversity, Equity & Inclusion,

As an Italian-American I am all too aware of the unrelenting attacks Columbus Day undergoes yearly. While several books have been published by scholars either countering the attacks on Columbus (ex "Columbus and the Quest for Jerusalem" by Carol Delaney),or proving Howard Zinn wrong (ex: "Debunking Howard Zinn" By Mary Graber) and fact based websites have been created to educate the public (ex: KnowColumbus.org, ColumbusTheTruth.org), these attempts have done little to relent the attacks on Italian-Americans. Yes, I said attacks on Italian-Americans, not Columbus.

Italian-Americans observe Columbus Day as a celebration of their heritage and contributions made to this country. From the many Italian explorers that came after Columbus to map out the Americas, to Filippo Mazzei's inspirational words that helped shape our constitution, that "All men are by nature equally free and independent", to the works of Constantino Brumidi whose paintings beautify the Senate and House Chambers and the Capitol Building's rotunda, to the Piccirilli brothers who carved the "Seated Lincoln" in Lincoln Memorial, to Amadeo Giannini who found Bank of America, to Enrico Fermi who was the first to split the atom at Columbia University and lead the Manhattan Project, to Antonio Meucci the true inventor of the first telephone, and other contributions that are too countless to list in this letter, one thing is evident: Throughout history Italians have made great contributions to America and the world!

Proponents of Indigenous People's Day love to say, "This is not anti-Italian; It's anti-Columbus." But that is a lie. Are they calling to rename the day "Italian Heritage Day"? NO! They are demanding the day be taken completely away from Italian Americans and there is nothing more anti-Italian than this! This is NOT being inclusive. And anyone that votes in favor of eliminating our day of celebration is just as guilty of racism and discrimination as the people calling for it's removal, especially when they're not even calling to rename the day "Italian Heritage Day."

Fact is scholars have proven that Christopher Columbus is accused of crimes committed by his political adversaries and actions of leaders that came after him. Historical research shows that Columbus advocated for the rights of Indigenous People and punished his own men when they committed crimes against the Natives. Time and again writings show that Columbus hoped to peacefully convert Native Americans to Christianity through teaching and not force. By Papal law, once people converted to Christianity they could not be enslaved so how could he possibly have intended to pursue slavery? Yet it seems the flames of uneducated radicalized mobs continue to dictate the course of this country as they strong arm leaders to capitulate to their zealous screams and unjustly take this day of recognition away from Italian-Americans by slandering Christopher Columbus!

Notice when people attack Columbus they either never provide references or proof to their accusations, or they take quotes out of context to fulfill their false narratives. For your convenience I've included the below links to scholarly resources so you can continue your education on Christopher Columbus and see through the lies being perpetrated against the Italian-American community. Please do not turn your back to these truths! A vote for Columbus Day is a vote for education, a vote for truth, and a vote for the Italian-American Community.

Globally Indigenous People Day is recognized on August 9th. Native American Day is the fourth Friday of September. American Indian Heritage Day is the Friday after Thanksgiving. November is Native American Heritage Month. As Italian-Americans we ask only for ONE day to celebrate our heritage, culture and contributions. Are we not worthy of that?

Sincerely,

Andrew Illiano

Rediscovering Columbus: Evidence That Topples the Wall of Lies Around Him

<https://franoi.com/columbus/rediscovering-columbus/>

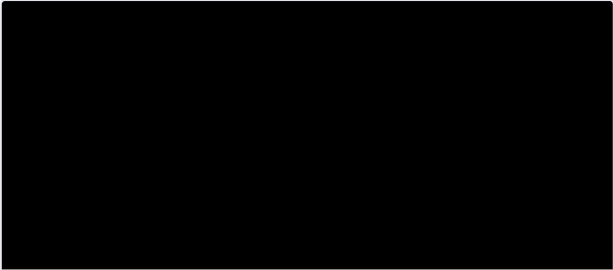
2. Debunking "Top 5 Atrocities Committed by Christopher Columbus"
<https://www.officialchristophercolumbus.com/2020/06/debunking-top-5-atrocities-committed-by.html>
3. Columbus: Fact vs Fiction: https://www.osia.org/wp-content/uploads/2017/05/Columbus05_factvsfiction.pdf
4. VIDEOS and Links: Courage and Conviction: <https://www.kofc.org/en/news-room/columbus/index.html#>
5. <http://www.truthaboutcolumbus.com/>
6. VIDEO: Columbus: Facts vs Fiction <https://www.youtube.com/watch?v=jVOcXLHj6kQ>
7. Columbus and the Quest for Jerusalem: https://www.amazon.com/Columbus-Quest-Jerusalem-Religion-Voyages/dp/1439102376/ref=sr_1_1?dchild=1&keywords=Columbus+and+the+Quest+for+Jerusalem&qid=1615916072&sr=8-1
1. If you don't have time to read the book here's an article on its research: <https://www.thecollegefix.com/columbus-not-villain-professor-says-explorer-seriously-maligned/>
8. VIDEO: Interviewing Stanford University professor Carol Delany <https://youtu.be/HzezYIARlcU?t=24>
9. Christopher Columbus The Hero: Defending Columbus From Modern Day Revisionism: https://www.amazon.com/Christopher-Columbus-Hero-Defending-Revisionism/dp/1548738123/ref=sr_1_4?dchild=1&keywords=christopher+columbus&qid=1615915539&sr=8-4
10. Exposing the lies of Christopher Columbus: <http://www.officialchristophercolumbus.com/>
11. Debunking Howard Zinn: https://www.amazon.com/Debunking-Howard-Zinn-Exposing-Generation/dp/1684511526/ref=sr_1_1?dchild=1&keywords=Debunking+Howard+Zinn&qid=1615917195&sr=8-1
12. "Debunking Zinn's Lies About Columbus" by Rich Disilvio: <http://www.columbusthetruth.org/Documents/DebunkingtheZinnMethodologyRich%20Disilvio.pdf>
13. A Realistic Historical Perspective on Christopher Columbus: [http://www.columbusthetruth.org/Documents/DebunkingtheZinnMethodologyRich%20Disilvio.pdf](#)

<http://www.columbusthetruth.org/Documents/ARealisticHistoricalPerspectiveonChristopherColumbusSteveByas.pdf>

14.

Resources that debunk the lies about Columbus: <https://knowcolumbus.org/resources/>

And many more... <http://www.columbusthetruth.org/links.htm>



**The True legacy of Christopher Columbus, Links
to other Christopher Colu...**

Order Sons and Daughters of Italy in America. The truth and real facts
about Christopher Columbus and not the li...

From: [Matthew Guarnieri](#)
To: [Equity Task Force](#)
Subject: Italian-American Defense League - Celebrate Columbus Day and Indigenous People's Day
Date: Wednesday, October 27, 2021 5:09:58 PM

Dear Members of the Santa Clara Equity Task Force:

Together we must stop systematic discrimination and bigotry against Italian Americans. Across this great Nation, never before has there been a movement by local, state, and now federal officials against people of one ethnic descent in the 21st century. I am founder of the Italian-American Defense League, member of the Italian American Alliance, son of an Italian orphan who sought a better life in the United States, and father concerned with preserving Italian-American heritage, history, and culture for future generations of Americans.

There is a problem today that is creating a false divide between Native Americans and Italian Americans - the elimination of Columbus Day. Let me start with a solution to this problem. Keep Columbus Day and designate Indigenous People's Day, a day worthy of recognition, to either August 9th (The International Day of the World's Indigenous Peoples), September 24th (Native American Day in California) or the Friday after Thanksgiving, a better fit based on historical context.

Replacing Columbus Day is contrary to a spirit of diversity, equity, and inclusion by excluding Italian Americans. Historical context shows Columbus Day was designated because of anti-Italianism and anti-Catholicism in the 19th and 20th centuries. Even today, many who oppose Columbus are anti-Catholic and ignorant of Italian-American history. Please understand that the majority of Italian Americans view the replacement of Columbus Day as discriminatory, biased, and divisive. A loud and vocal few are hijacking the agenda of Indigenous People, using it for their own political advancement.

In recent years, as I have revisited and researched Columbus Day, I have found:

- 1. Historically, people of Italian descent are proud to be included in a country that was founded as a result of Columbus's vision and perseverance as a navigator.**
- 2. Columbus Day is a day that created a national identity for Italians, something that they didn't have in their home country, and is an apology for discrimination against Italians at multiple times in American history.**
- 3. Modern-day scholars tell a very different story of Columbus based on primary sources and context rather than the twisted history of revisionists of the past 30 years.**

First, President Barack Obama, just as every president dating back to Benjamin Harrison, understood the significance of Columbus Day for people of Italian descent and all Americans. Here is President Obama's proclamation in 2011:

On October 12, 1492, Christopher Columbus and his crewmembers sighted land after an ambitious voyage across the Atlantic Ocean. The ideals that guided them to this land--courage, determination, and a thirst for discovery--have inspired countless Americans and led to some of our Nation's proudest accomplishments. Today, we renew our commitment to fostering the same spirit of innovation and exploration that will help future generations reach new horizons.

Ten weeks before his arrival in the Americas, Columbus and his crewmembers set sail from Spain in search of a westward route to Asia. Though their journey was daring, it did not yield the trade route they sought. Instead, it illuminated a continent then unknown to Europe, and established an unbreakable bond between two distant lands.

These explorers, and countless others that followed them, encountered indigenous peoples that had lived in the Western hemisphere for tens of thousands of years. On this day, we also remember the tragic hardships these communities endured. We honor their countless and ongoing contributions to our Nation, and we recommit to strengthening the tribal communities that continue to enrich the fabric of American life.

Columbus returned to the Americas three more times after his first historic voyage, and his journey has been followed by millions of immigrants, including our Nation's earliest settlers and Founders. Born in Genoa, Italy, Christopher Columbus was the first in a proud tradition of Italians to cross the Atlantic to our shores. Today, we recognize their indelible influence on our country and celebrate the remarkable ways Italian-Americans have shaped the American experience.

The excitement Christopher Columbus and his crewmembers experienced that October morning is felt every day by today's pioneers: entrepreneurs and inventors, researchers and engineers. On the anniversary of Christopher Columbus's voyage, we celebrate the pursuit of discovery as an essential element of the American character. Embracing this heritage and inspiring young people to set their own sails, our Nation will reach the shores of an ever brighter tomorrow.

In commemoration of Christopher Columbus's historic voyage 519 years ago, the Congress, by joint resolution of April 30, 1934, and modified in 1968 (36 U.S.C. 107), as amended, has requested the President proclaim the second Monday of October of each year as "Columbus Day." NOW, THEREFORE, I, BARACK OBAMA, President of the United States of America, do hereby proclaim October 10, 2011, as Columbus Day. I call upon the people of the United States to observe this day with appropriate ceremonies and activities. I also direct that the flag of the United States be displayed on all public buildings on the appointed day in honor of our diverse history and all who have contributed to shaping this Nation.

Historically, this shows that Columbus Day has been a bipartisan celebration of events leading to the founding of our Nation and the positive impact of Italian-Americans on our beloved country.

Second, as Americans we cannot forget the journey of all immigrant groups throughout history and their quests for justice, including Italians. August 23, 2021 was the anniversary of the execution of Nicolo Sacco and Bartolomeo Vanzetti for a murder they didn't commit in South Braintree, Massachusetts. The trial took place during a time of Italia-phobia and drew worldwide attention. The context for this trial is the 1920's, a time of resurgence of the KKK and The (anti) Immigration Act of 1924 which limited the immigration of Catholics, including Italians. That is also the time that people of Italian descent funded the erection of Christopher Columbus statues across America, because Columbus was an Italian and Catholic, in good faith with local governments. Essentially, eliminating Columbus Day is siding with white supremacists of the Twentieth Century, over poverty stricken Italian immigrants who never felt a national identity in their home country, but rallied behind becoming American.

In another example showing Columbus Day is tied to Italian-American heritage and history, President Benjamin Harrison issued a proclamation in 1892 after the March 14, 1891 lynching of 11 Italian Americans in New Orleans. This is the single largest lynching in U.S. history. Harrison recommended "to the people the observance in all their localities of the 400th anniversary of the discovery of America..." and described Columbus as "the pioneer of progress and enlightenment." Native Americans and Italian Americans marched during the first Columbus Day parade in New Orleans in the spirit of unity in stark contrast to the forces at be who are creating an artificial divide between the groups today.

Recently, the Italian Parliament passed a resolution to defend Christopher Columbus and Italy's special relationship with the United States, showing the holiday's significance to people of Italian descent. Eliminating Italian-American heritage and culture may diminish diplomatic relations between the two nations. The resolution commits the government:

- *to take action, on the political and diplomatic level, so that the Italian cultural heritage in the USA and the symbolic figure of that heritage embodied by Christopher Columbus may be safeguarded;*
- *to use all the communication tools available to the Government, to grant the enhancement, both at the level of bilateral Italy-US relations and at the multilateral level, of the real historical role of Christopher Columbus, an explorer moved by the noble sentiments of discovery, at the basis of the evolution of society and of the whole of humanity."*

This resolution shows that celebrating Columbus Day is meaningful to people of Italian descent from the past, today, and to future generations.

Third, if we cannot celebrate Columbus Day, then we cannot celebrate Indigenous People's Day either, because the Americas were not a Garden of Eden prior to Native American encounters with Europeans. Eastern Native American tribes fought in "mourning wars." Native Americans, "such as the Mahican, Cofitachequi, Susquehannock, Petun, Oneida, and Micmac retaliated for the deaths of relatives and clan members by taking captives or killing Indians from rival bands." One of the reasons for fighting was that these "blood feuds provided a steady source of captives for some Native Americans' ritual sacrifices." Furthermore, "engagements were usually one-sided affairs that ended with the taking of captives." For many captives, "the entire village assembled in the primary war chief's longhouse and began torturing the captive in a lengthy, highly ritualized ceremony. After the prisoner's death, the tribe concluded the ceremony by cooking and eating his remains." Lastly, "women, children, and skilled or especially attractive men were adopted into the family."

Like supporters of Christopher Columbus who do not celebrate the actions of Roldan, Bobadilla and Ovando, it is doubtful that today's Native Americans celebrate inhumane native practices of the past. Though the history is complex and shocking by today's standards, modern thinkers can agree that those inhumane Native American practices were acceptable at that time, and we should still celebrate Native American heritages today. Modern day revisionists use Columbus as a scapegoat for all sins of the past while failing to acknowledge human sacrifices of the Aztecs and cannibalism by the Caribes. Academically giving a "free pass" to some native groups, while demonizing Columbus for the sins of others, is unsound and unworthy of serious scholarship.

Rafael Ortiz, author of Christopher Columbus The Hero, is of Taino (Puerto Rican) descent and defends Columbus and Italian Americans. Ortiz counters every point against Columbus with context and citations. He states "I hope the media retract their false biographies and accusations on Columbus and correct their mistakes. I hope people will stop sharing false information in social media, without first double-checking the facts."

For the past thirty years, Columbus is being accused of crimes he didn't commit. Revisionists and activists fail to see themselves as committing another wave of anti-Italian and anti-Catholic discrimination. They only see using Columbus to achieve their own political agenda. In addition to Rafael Ortiz, researchers, historians, and anthropologists of the present and past support my claims, including: Carol Delaney, Mary Graber, and Samuel Eliot Morison. Delaney Ph.D., Harvard Divinity School, the University of Chicago, and Boston University, wrote "Columbus never killed any natives and continually admonished his men not to maraud, rape or plunder."

By today's standards, I condemn Captain Martin Alonso Pinzon, Francisco Roldan, and Francisco de Bobadilla for their sins and atrocities. However, as I learn more I am cautious of becoming guilty of presentism, viewing history

through today's lens and not in the context of the past. Today's revisionists must face the facts. It took the United States less than 100 years to rid the country of slavery, a human institution that was present in all cultures since the beginning of known history, a practice that Columbus never participated in.

Here are the words of Friar Bartolome de Las Casas, known as the defender of the Indians, "*But here is observable, that the desolation of these Isles and Provinces took beginning since the decease of the most serene Isabella, about the year 1504.*" Columbus had already returned from his fourth voyage by then. This shows that Las Casas believed that Columbus's actions during his four voyages were just and lawful. In life, Christopher Columbus was exonerated from false accusations by his political adversaries by the Spanish sovereigns, and today revisionists are putting Columbus on trial again, unjustly.

I am hoping to start a conversation with influential members of Native American groups to stand side by side with Italian Americans (and patriots) to celebrate multiculturalism and diversity, instead of destroying it. We have a great responsibility as today's Americans to create an environment of togetherness and truth for future generations.

I humbly ask that you share this letter with anyone open to a bipartisan and unifying solution that honors and respects both Native Americans and Italian Americans. I would welcome the opportunity to elaborate on any of my remarks.

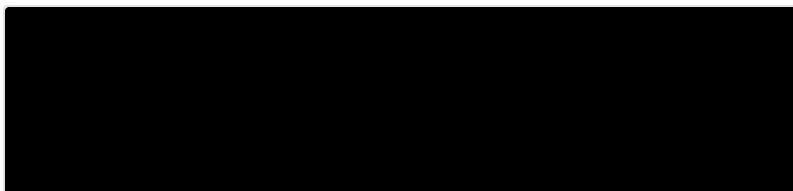
Matthew Guarnieri
Founder of IADL
Clinton, CT
iadlnow.org
iadlnow@yahoo.com
860-552-9597

References:

[U.S. Government Publishing Office](#)

U.S. Government Publishing Office

[Sacco and Vanzetti executed](#)



Sacco and Vanzetti executed

History.com Editors

Despite worldwide demonstrations in support of their innocence, Italian-born anarchists Nicola Sacco and Bartolo...

[Italian American Stereotypes In Media](#)



Italian American Stereotypes In Media

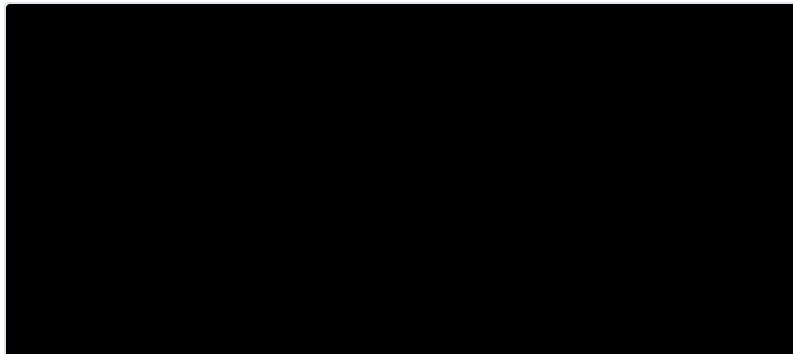
[The Grisly Story of One of America's Largest Lynching](#)

The Grisly Story of One of America's Largest Lynching

Erin Blakemore

Innocent Italian-Americans got caught in the crosshairs of a bigoted mob.

[In defense of Columbus](#)



In defense of Columbus

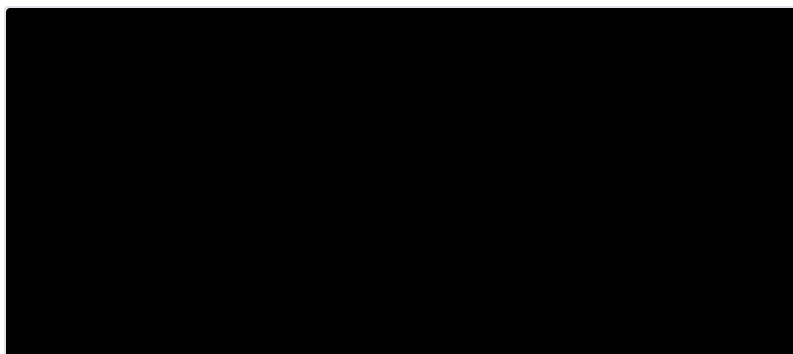
[Native American Warfare in the East: Mourning Wars | Encyclopedia.com](#)

Native American Warfare in the East: Mourning Wars | Encyclopedia.com

Native American Warfare in the East: Mourning Wars Sources Source for information on Native American Warfare in ...

http://www-personal.umich.edu/~twod/latam-s2010/read/las_casasb2032120321-8.pdf

[Columbus and the Quest for Jerusalem by Carol Delaney](#)



Columbus and the Quest for Jerusalem

"One of the 100 best books of the year." —The Times Literary Supplement Christopher Columbus is reevaluated as a...

[Christopher Columbus The Hero: Defending Columbus From Modern Day](#)

[Revisionism by Rafael Ortiz](#)



Christopher Columbus The Hero: Defending Columbus From Modern Day Revisi...

Christopher Columbus The Hero: Defending Columbus From Modern Day Revisionism

From: [alvaro reis](#)
To: [Equity Task Force](#)
Subject: Re Columbas dDAY
Date: Saturday, October 30, 2021 11:59:01 AM

People have moved from place to place from the beginning of time. Perhaps Columbas discovery of America (or perhaps it was the Vikings) was the beginning of bad times for our American Indians, but even they may have originally come from Asia via the Alaska. Movement, and exploration is what has created the modern world with all its warts and rough edges,

I suppose that nest we will be providing comments on, (should the City of Santa CLARA remove the statue of St. Clare)??

A. Reis

From: [KEVIN MCGUIRE](#)
To: [Equity Task Force](#)
Subject: Renaming Columbus day is disrespectful to Italians
Date: Saturday, October 23, 2021 8:25:46 AM

Christopher Columbus is important . He was from Genoa and our Italian-American folks in Santa Clara are proud of him. Do not let the historical revisionists rewrite his history. He was an important early finder of the new world. I don't buy the arguments for taking away his status. If you insist it should be by vote of the people. I am sick of the disrespect for the early settlers of our land taking their name off of schools and the like as was done for the Franciscan Padre Crespi in the East bay recently. These early pioneers operated a few hundred years ago and it was not with all the social knowledge that we have today. THE STANDARDS WERE DIFFERENT BACK THEN!. They did the best they knew how and accomplished much. I suggest you do not offend our Italian folks in Santa Clara by killing this important holiday.

From: [Baker, Mike](#)
To: [Equity Task Force](#)
Subject: Survey of Columbus Day in Santa Clara
Date: Monday, October 25, 2021 11:51:33 AM

To whom it may concern:

My various Apple platforms will not permit me to access your Survey because of security risks.

I am adamantly opposed to the elimination, or renaming, of the Columbus Day Holiday.

Best regards,

Mike Baker
Orthopaedic Innovations, Inc.
Sent from MacBookAir
408-460-4234

<https://ashishkhera.wistia.com/medias/kcsgg3buoj>
[3-in-1 SHAVER - RELIGN Corporation](#)

From: [Webmanager](#)
To: [Genevieve Yip](#); [Robyn Sahid](#)
Subject: FW: Public Survey on the Renaming of Columbus Day Holiday
Date: Sunday, October 24, 2021 9:40:17 AM

From: Nicholeen N-S <nicholeen@sbcglobal.net>
Sent: Saturday, October 23, 2021 3:14 PM
To: news@info.SantaClaraCA.gov
Subject: Re: Public Survey on the Renaming of Columbus Day Holiday

Personally, I think it's way past time to celebrate our First Peoples' kindness to strangers from afar, instead of their mistreatment by them.
Canada calls what the US is now naming Indigenous people what they Really are: First People...

On Fri, Oct 22, 2021 at 3:47 PM, City of Santa Clara
<news@info.SantaClaraCA.gov> wrote:

Having trouble viewing this email? [View it as a Web page.](#)

The City of Santa Clara - Stay Connected



Public Survey on the Renaming of Columbus Day Holiday in Santa Clara.

The Task Force on Diversity, Equity, and Inclusion has released a survey to gather input from the community on the observance of Columbus Day in the City of Santa Clara.

The survey is available in English, Spanish, Vietnamese, Chinese, Japanese, Korean, Portuguese, Hindi, and Tagalog.

To Access the Survey

Please visit SantaClaraCA.gov/EquityTaskForce.

To Email Your Comments

Comments can be submitted directly to EquityTaskForce@SantaClaraCA.gov.

Stay Connected with City of Santa Clara:



SUBSCRIBER SERVICES:

[Manage Subscriptions](#) | [Unsubscribe All](#) | [Help](#)

This email was sent to nicholeen@sbcglobal.net using GovDelivery Communications Cloud on behalf of:
City of Santa Clara · 1500 Warburton Avenue · Santa Clara, CA 95050

RESOLUTION NO. 18-8498

**A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA
TO ADOPT THE PERSONNEL AND SALARY RESOLUTION,
WHICH ESTABLISHES POLICIES AND PROCEDURES WITH
REFERENCE TO THE CLASSIFICATION AND COMPENSATION
OF POSITIONS, THE STANDARDIZATION OF ATTENDANCE AND
LEAVE REGULATIONS, AND RELATED MATTERS WITHIN THE
SANTA CLARA CITY SERVICE**

BE IT RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

WHEREAS, in April 1977, the City of Santa Clara, California ("City") adopted Resolution No. 3830, entitled "Personnel and Salary Resolution";

WHEREAS, on May 10, 1983, the City adopted Resolution No. 4652, amending the Personnel and Salary Resolution;

WHEREAS, on October 11, 1983, the City adopted Resolution No. 4707, amending the Section 29 of the Personnel and Salary Resolution regarding Insurance Benefits;

WHEREAS, on January 7, 1986, the City adopted Resolution No. 5033, amending Section 20 of the Personnel and Salary Resolution regarding Holidays;

WHEREAS, on March 22, 1994, the City adopted Resolution No. 5883, amending Section 31 of the Personnel and Salary Resolution to allow the City Manager to grant medical and personal leaves;

WHEREAS, on July 14, 2009, the City adopted Resolution No. 09-7650, to reflect current policies and procedures regarding the classification and compensation of positions, the standardization of attendance and leave regulations, and other matters; and

WHEREAS, the City has amended the Personnel and Salary Resolution to make certain revisions including, but not limited to, eliminating the control point salary structure, establishing a salary range for Unclassified Employees, and authorizing the City Manager to hire Classified and Unclassified employees above the entry level salary.

**NOW THEREFORE, BE IT FURTHER RESOLVED BY THE CITY OF SANTA CLARA AS
FOLLOWS:**

1. That the City hereby adopts the City of Santa Clara Personnel and Salary Resolution in its entirety as set forth in the attached Exhibit A.

2. Effective date. This resolution shall become effective immediately.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE 6th DAY OF MARCH, 2018, BY THE FOLLOWING VOTE:


AYES: COUNCILORS: Caserta, Davis, Kolstad, O'Neill, and Watanabe and Mayor Gillmor

NOES: COUNCILORS: None

ABSENT: COUNCILORS: Mahan

ABSTAINED: COUNCILORS: None

ATTEST:


JENNIFER YAMAGUMA
ACTING CITY CLERK
CITY OF SANTA CLARA

Attachments incorporated by reference:

1. Exhibit A – Personnel and Salary Resolution

I:\HUMAN RESOURCES\2018\Salary Reso Revision\18.0278 - Resolution.doc

CITY OF SANTA CLARA

**PERSONNEL AND SALARY
RESOLUTION**

INDEX

| | <u>Page</u> |
|---|-------------|
| Section 1. Short Title..... | 1 |
| Section 2. Scope of Application | 1 |
| Section 3. Definition of Terms..... | 1 |
| Section 4. The Classification Plan | 4 |
| Section 5. Amendment and Maintenance of Classification Plan | 6 |
| Section 6. Class Specifications..... | 7 |
| Section 7. Interpretation of Classification Specifications..... | 7 |
| Section 8. Qualifications of Employees..... | 8 |
| Section 9. Compensation Plan..... | 8 |
| Section 10. Application of Compensation Plan for Classified Positions | 9 |
| Section 11. Calculation of Anniversary Dates | 11 |
| Section 12. Hiring Above Step 1 | 13 |
| Section 13. Applicable Pay Rates Following a Change of Status | 13 |
| Section 14. Applicable Pay Rates Following Salary Range Increases and Decreases..... | 15 |
| Section 15. Salary on Reclassification of Positions | 15 |
| Section 16. Initial Adjustments to Compensation Plan..... | 16 |
| Section 17. Hours of Work..... | 16 |
| Section 18. Overtime | 16 |
| Section 19. Holidays | 17 |
| Section 20. Vacations | 18 |
| Section 21. Vacation/Sick Leave Conversion | 19 |
| Section 22. Sick Leave | 20 |
| Section 23. Bereavement Leave..... | 24 |
| Section 24. Military Leave..... | 25 |
| Section 25. Jury Duty..... | 26 |
| Section 26. Court Appearance as a Witness | 26 |
| Section 27. Uniform Allowance | 26 |
| Section 28. Insurance Benefits | 27 |
| Section 29. Retirement Benefits | 28 |

| | |
|---|----|
| Section 30. Leave of Absence Without Pay | 28 |
| Section 31. Right of Employee to Retain Position..... | 29 |
| Section 32. Temporary Changes in Work Schedules..... | 29 |

Section 1. Short Title

This Resolution shall be known as the "Personnel and Salary Resolution" and is a reenactment of Resolutions 636, 3144, 3830, and 4652.

Section 2. Scope of Application

The provisions of this Resolution shall apply to all City employees. However, where the context of any section or part thereof shows that it is applicable to the Classified Service alone, then such section or part thereof shall not apply to the Unclassified Service and vice-versa. Should this Resolution conflict with any of the provisions of a current Memorandum of Understanding between the City and any of the recognized bargaining units, the provisions of the Memorandum of Understanding shall apply.

Section 3. Definition of Terms

The words and terms defined in this section shall have the following meanings in this Resolution and in any other Resolution classifying and fixing the salaries and compensation or authorizing the employment of personnel in any department or office in the City of Santa Clara.

- (a) "Allocation" – the assignment of a single position to its proper classification in accordance with the nature and scope of duties performed and the authority and responsibilities exercised.
- (b) "Anniversary Date" - the first day worked on a regular basis with the City of Santa Clara (e.g., hire date).
- (c) "Appointing Authority" – the City Manager shall appoint and remove, subject to the Civil Service Provisions of the Charter, all officers and employees of the City, except as otherwise provided by the Charter or this Resolution, and except as he/she may authorize the head of a department or office to appoint and remove subordinates in such department or office.
- (d) "Classification (Class)" – a group of positions having duties, responsibilities, and authority sufficiently similar to permit a) grouping under a common title and b) the equitable application of common standards of selection, transfer, promotion, and compensation.

- (e) "Classified Service" – all positions in the City service with the exception of those specifically exempt from the Civil Service Rules and Regulations, per Article XI, Section 1101 of the City Charter.
- (f) "Compensation" – the salary, wage, allowances and all other forms of valuable consideration, earned by or paid to any employee by reason of service in any position, but does not include any allowances authorized and incurred as incident to employment.
- (g) "Consumer Price Index" – as defined by the United States Department of Labor, Bureau of Labor Statistics, and applied to the San Francisco-Oakland-San Jose Bay Area for urban wage earners and clerical workers.
- (h) "Continuous Service" – employment with the City without break or interruption. The provisions of Section 11(f) of this Resolution shall apply in computing continuous service for the purpose of this Resolution.
- (i) "Demotion" – a change in status of an employee from a position in one classification to a position of a lower classification with a lower maximum pay.
- (j) "Department Head" and "Division Head" – the manager of a Department or Division respectively, including Elective Officers as defined in the Administrative Code (Chapter 2 of "The Code of the City of Santa Clara, California").
- (k) "Employee", "Regular Employee" or "Incumbent" – a person legally occupying a position in the City service.
 - (1) "Full-Time Employees" – those employees whose position requires the total number of hours prescribed for normal employment in the classification or position. All positions shall be full-time unless otherwise designated or unless the compensation is fixed upon the basis of part-time work.
 - (2) "Part-Time Employees" – those employees in positions which are designated part-time or for which compensation is fixed on the basis of part-time work.

- (l) "Leave of Absence" – permission to be absent from duty without pay for a specified period and for a specified purpose, with the right to return before or at the expiration of the period.
- (m) "Position" – a job in a particular classification with a regularly assigned combination of specific duties and responsibilities.
- (n) "Promotion" – advancement from a position in one classification to a position in a higher classification with a higher maximum pay.
- (o) "Reclassification" or "Reallocation" – a reassignment or change in the allocation of an individual position to a more appropriate classification, whether new or existing, on the basis of material changes in the duties and responsibilities of the position.
- (p) "Salary" – base salary as indicated in the current Salary Range/Schedule for Unclassified Employees and Pay Rate Schedule for Classified Employees, excluding any other pay incidental to employment.
- (q) "Step Increase Date" – the date an employee is eligible to move to the next salary step in the salary range. This date may be the same as the employee's Anniversary Date or it may be adjusted based on a leave of absence, a promotion or a transfer.
- (r) "Sworn Personnel":
 - (1) "Sworn Uniformed Fire Personnel" –personnel of the Fire Department with powers and responsibilities to be directly engaged in fire prevention or suppression work, but excluding volunteer members of the Fire Department.
 - (2) "Sworn Uniformed Police Personnel" –personnel of the Police Department having full police powers and responsibilities to enforce all laws including the California Penal Code, but excluding Police Reserves.
- (s) "Title" or "Classification Title" - the designation given to or name applied to a classification, each position allocated to a classification, and the legally appointed incumbent of a position allocated to a classification. The

meaning of a title is set forth in its corresponding classification specification.

- (t) "Total Compensation" – all of the salary and fringe benefits related to the cost to the City to employ an individual and may include salary, retirement and Social Security, holidays, sick leave, vacation, insurance premiums, uniform allowance, or any other special fringe benefit unique to a particular bargaining group. Allocation of total compensation monies by the bargaining group shall be limited to only those areas already defined in the Memorandum of Understanding, such as, but not limited to, salary, insurance premiums, and uniform allowance.
- (u) "Transfer" – a change in the assignment of an employee from one position to another in the same classification or a comparable classification.
- (v) "Unclassified Service" – all positions in the City service specifically exempt from the Civil Service Rules and Regulations per Article XI, Section 1101 of the City Charter.
- (w) "Unit" - that group of employees found to be an "appropriate unit," as determined pursuant to Employer-Employee Relations Resolution No. 2979, representing those employees who elect such representation.
- (x) "Working Title" - a title other than the official classification title that is used informally in the course of work activities to distinguish amongst positions within the same classification.

Section 4. The Classification Plan

- (a) The City Council, upon recommendation of the City Manager, shall create and adjust classifications of positions in the City Service. This Classification Plan shall consist of classifications defined by class specifications, including a descriptive title, a description of typical duties and responsibilities, and a statement of minimum qualifications for all positions within each classification.
- (b) The City Council, upon recommendation of the City Manager, may create new classifications or divide, combine, or abolish existing classifications and may reassign a classification from one salary range to another.

- (c) At the direction of the City Manager, all positions in the City Service created or established by the City Council shall be allocated by the Director of Human Resources to their proper classifications in the Classification Plan. Allocations shall be determined in accordance with the duties, responsibilities, and authority of each position and shall be based on the principle that all positions shall be included in the same classification if:
 - (1) Sufficiently similar with respect to duties, responsibilities, and authority to permit grouping under a common title;
 - (2) Comparable minimum education, experience, knowledge, skill, and ability requirements are demanded of incumbents;
 - (3) Common standards of selection, transfer, and promotion may be equitably applied; and
 - (4) The same salary range may be applied with equity.
- (d) The classification title of a position shall be used in all official personnel and budget records and transactions of the City of Santa Clara. No provisions of this Resolution, however, shall be deemed to prevent the use of a working title that differs from the official classification title of any position provided that the working title is designated by the head of the department in which the position exists.
- (e) Whenever in the judgment of the City Manager it is necessary for the expeditious transaction of the business of the City for a department to employ a person on a temporary basis in a type of position for which there is no classification provided in the Classification Plan, then the City Manager may authorize such employment. In such case the City Manager shall fix the amount of compensation, and may determine the minimum qualifications for such additional employees, and shall limit in advance the period of time the position may be allowed.

Section 5. Amendment and Maintenance of Classification Plan

Whenever one or more new positions are under consideration for possible establishment, or whenever, because of any revision in organization or methods, a

significant change of the duties or responsibilities of any existing position is to be made which may require the reallocation of such position, or whenever a new classification is created to which any position may more appropriately be allocated, or whenever, because of the abolishment or combination of any existing positions or classifications, an amendment to the Classification Plan is required, one or a combination of the procedures stipulated in (a) and (b) shall be observed.

- (a) The Department Head shall report the significant facts relating to such possible changes in writing to the City Manager in the manner prescribed.
- (b) The City Manager, upon written request of any employee or upon his/her own initiative, may initiate an inquiry of the classification of any position.

Upon either of the above initiations, the City Manager may direct the Director of Human Resources to study the assigned duties and responsibilities of any such position and the qualifications required for filling the same, and of the relationships of such positions to other classifications of positions in the Classification Plan.

On the basis of such study, the Director of Human Resources shall then recommend to the City Manager that no change be made in the allocation of the position, or that the position be allocated to a more appropriate classification in the existing Classification Plan or that a new classification be established to which the position would be allocated, whichever is the appropriate action.

The City Manager will recommend to the City Council any changes in the allocation of individual positions, or any changes in existing classifications and classification specifications, which the City Manager deems appropriate. The City Council may then take action to modify the Classification Plan in accordance with the provisions of Section 1103 of the City Charter.

Section 6. Classification Specifications

- (a) The Director of Human Resources shall maintain a written specification for each classification, which, when approved and adopted by the City Council, shall constitute the official specifications of classifications in the

City service. Such classification specifications shall be based on an analysis of the duties and responsibilities of positions in the City service. Each classification specification shall set forth the title of the classification, a description of the responsibilities and typical duties, and a statement of minimum qualifications for performance of the work.

- (b) The official copy of each classification specification shall indicate the date of adoption or latest revision or amendment and will be kept on file in the Human Resources Department. The official copy of each classification specification shall be open to inspection by employees and the general public. The official copy of any specification is available electronically or may be obtained in hard copy from the Human Resources Department for a specified charge.
- (c) Said classification specifications, when adopted, are hereby incorporated herein and made a part of this Resolution by reference. Any modification or amendment thereto may be adopted by a majority vote of the City Council.
- (d) Classification specifications for positions in the Classified Service must first be approved and adopted by the City of Santa Clara Civil Service Commission before they may be approved and adopted by the City Council.

Section 7. Interpretation of Classification Specifications

- (a) Classification specifications are illustrative documents intended to summarize the key characteristics of each classification. Typical duties and responsibilities listed are provided as examples of work that may be performed by incumbents of positions assigned to the classification and are not limiting or restrictive. Each classification should be viewed as a whole and in relation to other classifications in the Classification Plan; consideration should be given to typical duties; responsibilities; authority; required knowledge, skills, and abilities; as well as the minimum qualifications for employment.

- (b) Qualifications commonly required of all incumbents of and applicants for all positions in the City Service shall be deemed to be requirements whether or not they are not specifically mentioned in individual classification specifications; these include, but are not limited to, United States (U.S.) Citizenship or proof of permission to reside and work in the United States if not a U.S. citizen, the ability to perform the essential functions of the job in accordance with the Americans with Disabilities Act (ADA) and California's Fair Employment and Housing Act (FEHA), honesty, sobriety, and industry. Specific minimum qualifications for each classification in the Classified Service are established under the Civil Service Rules and Regulations and approved by City Council; minimum qualifications for classifications in the Unclassified service are approved by City Council.

Section 8. Qualifications of Employees

Incumbents of all classifications in the City service must possess the minimum qualifications prescribed for their classification, including education and/or experience. Applicants to positions in the Classified Service shall be subject to the recruitment and examination procedures described in the Civil Service Rules and Regulations.

Section 9. Compensation Plan

- (a) Classified Employees: The following subsection shall apply to regular Classified employees.
- (1) The current Salary Schedules are on file in the Human Resources Department, and are incorporated by reference.
 - (2) The Salary Schedules constitute the Compensation Plan applicable to all classifications. Step and Range increases are built into the current Salary Schedules as follows: Approximately 5% increase between each Step 1 through 5, approximately 2 1/2% from Step 5 to 6 and from Step 6 to 7, and approximately 2 1/2% difference between each Salary Range. Steps 6 and 7 of said schedules are applicable only as "longevity pay" as set forth in Section 10. All salaries prescribed are monthly rates. For those positions where it

is more appropriate to pay on an hourly basis, the hourly rate of pay equivalent to the proper monthly salary step shall be paid as indicated in the various Salary Schedules.

- (3) The compensation of Classified employees of the City shall be as set forth in the current Salary Schedules.
- (4) The Salary Schedules referred to in this Resolution may from time to time be revised and amended by the City Council.

- (b) Unclassified Employees: This section applies to all Unclassified positions.

The Salary Range for Unclassified positions shall be established by the City Council upon recommendation of the City Manager. A Salary Range/Schedule shall be maintained in the Human Resources Department.

Section 10. Application of Compensation Plan for Classified Positions

The Salary Schedules for classified positions, with such amendments as may be adopted by the City Council from time to time, shall have the force and effect and shall be interpreted and applied as follows, except as set forth in Section 12:

- (a) The salaries or rates of compensation prescribed are fixed on the basis of full-time positions, unless otherwise designated.
- (b) The rates of pay prescribed shall be deemed to include pay in every form, except for necessary expenses authorized and incurred incident to employment, or except as herein provided.
- (c) Employees shall be considered eligible for increase in salary according to the following general plan upon approval of the Department Head.
 - (1) The numbers 1, 2, 3, 4, and 5, respectively, denote the various steps in the salary range.
 - (2) Step "1" shall be paid upon initial employment for a period of at least twelve (12) months.
 - (3) Employees shall become eligible for increase to Step "2" upon satisfactory completion of twelve (12) months of service in Step "1."
 - (4) Employees shall become eligible for increase to Step "3" upon satisfactory completion of twelve (12) months of service in Step "2."

- (5) Employees shall become eligible for increase to Step "4" upon satisfactory completion of twelve (12) months of service in Step "3."
 - (6) Employees shall become eligible for increase to Step "5" upon satisfactory completion of twelve (12) months of service in Step "4."
 - (7) Employees may become eligible for an accelerated increase in salary within Steps "1" and "5" for outstanding performance upon recommendation of the Department Head and with the approval of the City Manager. In all such cases the Department Head shall submit written justification to the City Manager.
 - (8) Notwithstanding any other provision contained herein, any classified employee who has been employed for the City of Santa Clara for a total of ten (10) years, and has been employed at Step "5" of the salary range for his/her present classification for at least one (1) year, upon approval of the Department Head, shall receive a pay adjustment to Step "6" based on the current Salary Schedule. Any classified employee who has been employed for the City of Santa Clara for a total of fifteen (15) years, and has been employed at Step "6" of the salary range for his/her present classification for at least one (1) year, upon approval of the Department Head, shall receive a pay adjustment to Step "7" based on the above mentioned Salary Schedule.
- (d) If the Department Head does not approve the scheduled increase, the employee shall be notified ten (10) days prior to his/her Anniversary Date or Step Increase Date. In the event a step increase is denied on an employee's Anniversary Date, but a step increase is granted at a subsequent date prior to the next regularly scheduled Step Increase Date, no change shall be made in the employee's Anniversary Date.
 - (e) If an employee is denied a step increase, he/she may make a written appeal to the City Manager through his/her Department Head within fifteen (15) days of the postmark of his/her letter of notice of denial. The City Manager shall grant the employee an interview within 45 days.

- (f) The pay of any employee may be reduced to a lower step within the established pay range upon recommendation of the Department Head and with the approval of the City Manager, in cases where the quality and manner of work performance do not justify the pay being received. However, employees in the Classified Service having a permanent appointment shall be subject to the procedures set forth in the applicable Civil Service Rules and Regulations.

Section 11. Calculation of Anniversary Dates

(a) Anniversary Date of Employment

For purposes of compensation, the Anniversary Date for Classified and Unclassified employees will be the first day worked on a regular basis with the City of Santa Clara. All salary changes shall be effective as of the commencement of a bi-weekly payroll period. Employees who have an Anniversary Date that falls within the first week of the pay period and have been approved for a step increase will be adjusted on the first day of the pay period during which the Anniversary Date falls. Employees who have an Anniversary Date that falls within the second week of the pay period and have been approved for a step increase will be adjusted on the first day of the pay period immediately following the Anniversary Date. It is the intent of this provision that in no event shall a regular employee be paid under more than one rate of compensation during any payroll period.

(b) Annual Step Increases

If a classified employee remains in the same classification in which he/she received original appointment, he/she may receive the annual salary step increase on his/her Anniversary Date, subject to provisions of Sections 9 and 10 above.

(c) Transfer Within Same Classification or Within Another Classification With Same Salary Range

Should a classified employee be transferred to another classification having the same salary schedule and salary range as the classification in

which he/she has acquired permanent Civil Service status, the same provisions as above shall apply.

(d) Promotional Appointment

Should a classified employee be appointed to another classification to which a higher salary range applies, the Step Increase Date will coincide with the employee's Anniversary Date, subject to the provisions of Sections 9 and 10.

(e) Leaves of Absence

For compensation purposes, a personal leave of absence or any period of time an employee is off without pay (other than for reasons of illness covered by medical leave granted under Section 30 herein, industrial injury or illness or military service), which exceeds thirty-one (31) consecutive calendar days will constitute an interruption in continuous employment. In such instances the length of the leave of absence shall delay the Step Increase Date accordingly. A leave of absence or any period of time an employee is off without pay which does not exceed thirty-one (31) consecutive calendar days shall be considered as continuous employment toward the accumulation of time for the next appropriate step increase.

(f) During any leave provided for by the Family Care and Medical Leave Act (FMLA) and/or the California Family Rights Act (CFRA), the employee shall retain employee status with the employer, and the leave shall not constitute a break in service, for purposes of longevity, seniority under any Memorandum of Understanding, or any employee benefit plan. An employee returning from leave shall return with no less seniority than the employee had when the leave commenced for any employment related purpose.

Section 12. Hiring Above the Entry Level Salary

The entry level salary is defined as Step 1 for Classified Employees and the bottom of the salary range for Unclassified Employees. When a candidate recommended for hire to a classified position in City service is found to possess extraordinary qualifications through former training and/or experience, or when the City

is unable to recruit qualified candidates at the first step of the appropriate salary range, the City Manager, on recommendation of the Department Head, may approve the hiring of a candidate above Step 1, up to and including Step 5. . For unclassified employees, the City Manager has authority to hire and grant merit increases at any point within the salary range for the job classification.

Section 13. Applicable Pay Rates Following a Change of Status

(a) Pay Rates Following Promotion:

- (1) A classified employee promoted to a classification with a higher salary range shall be compensated at Step 1 of the classification to which he/she has been promoted, provided that Step 1 is at least approximately five (5) percent above the salary before promotion. If Step 1 is not at least approximately five (5) percent above the salary before promotion, the promotional salary shall be adjusted to at least approximately five (5) percent above the former salary unless prohibited by ineligibility to go to Step 6 or Step 7 (longevity steps). If the promotion places the employee on a different Salary Schedule, he/she will then be placed in the salary step that is closest to the salary the employee would have received had the employee received a five (5) percent increase in his/her former Salary Schedule and salary range. The Step Increase Date will coincide with the employee's Anniversary Date.
- (2) In the event that a classified employee is promoted on his/her Anniversary Date, he/she shall first receive any within-range increase to which he/she is entitled in the lower classification, and then the promotional salary adjustment provided in paragraph (1) above. The Step Increase Date will coincide with the employee's Anniversary Date.
- (3) If the promotion places the employee in Step 5 of their Salary Schedule and salary range, the Step Increase Date will coincide with the date of the promotion. Once the employee attains a salary at Step 6 or Step 7 (top longevity salary steps), the Step Increase

Date will be changed to coincide with the employee's Anniversary Date. See Section 10 (c)(8) above.

(b) Pay Rates Following Demotion:

- (1) If a classified employee is demoted to a classification with a lower salary range, the employee shall be assigned to a salary step in the lower range, as follows:

If a disciplinary demotion: The employee will be assigned to a salary step in the lower classification's salary range that earns less money than the employee was earning before the demotion. No change shall be made in the Anniversary Date or the Step Increase Date.

If a non-disciplinary demotion: The employee will be assigned to the salary step in the lower classification's salary range that the employee would have reached if the employee had never promoted to the higher classification. No change shall be made in the Anniversary Date or the Step Increase Date.

- (2) Unclassified Employees: In the event of a demotion of an Unclassified Employee, the adjusted salary shall be as approved by the City Manager.

(c) Pay Rates Following Transfer:

When a classified employee transfers from one position to another in the same classification or to another classification to which the same Salary Schedule and salary range is applicable, the employee shall remain at the same salary step and shall retain his/her Anniversary Date and Step Increase Date.

Section 14. Applicable Pay Rates Following Salary Range Increases and Decreases

- (a) If a salary range for a given classification increases, the incumbents of the classifications affected shall have their existing pay adjusted to the same step in the new salary range (Step 2 to Step 2, Step 3 to Step 3, etc.).
- (b) Except in the case of an overall Salary Schedule adjustment, if a salary range is decreased, incumbents shall retain their same dollar amount of

pay within the lower salary range. If the employee's present rate exceeds the maximum step of the lower salary range, the employee shall continue to receive the same dollar amount, which shall be designated a "Y" rate and indicated by a capital "Y" following the salary each time it appears on personnel records or transactions. Said "Y" rate shall be cancelled when the Salary Schedule and salary range reach the employee's original pay rate or upon vacancy of the position.

- (c) If a salary range change becomes effective on an employee's Anniversary Date, he/she shall first receive any within-range adjustment to which he/she is entitled and then receive his/her corresponding step adjustment.
- (d) If a salary range change becomes effective on the date an employee is promoted to a higher classification, he/she shall first receive any corresponding step adjustment to which he/she is entitled in the lower classification, and then the next higher step promotional adjustment as provided in Section 13(a) above.

Section 15. Salary on Reclassification of Positions

- (a) If a position is reclassified to a classification having the same maximum salary, the salary and the Anniversary Date of the incumbent shall not change.
- (b) If a position is reclassified to a classification which has a higher salary range, the salary shall be adjusted in accordance with Section 14(a) above.
- (c) If a position is reclassified to a classification with a lower salary range, the incumbent's salary shall not change, as provided in Section 14(b) above.

Section 16. Initial Adjustments to Compensation Plan

Subject to the provisions of this Resolution, the salary ranges referenced by this Resolution shall be applicable to all positions allocated to classifications listed in the Classification Plan, a copy of which is on file in the Human Resources Department. Each employee shall be paid the salary or compensation in accordance with the salary range prescribed for the classification to which his/her position is allocated.

Section 17. Hours of Work

All City employment is based on a forty hour work week with the following exception:

Shift personnel in the Fire Department work twenty-eight (28), twenty-four (24) hour scheduled duty shifts in a six (6) pay-period cycle.

Section 18. Overtime

THIS SECTION IS SUBJECT TO APPLICABLE FEDERAL AND/OR STATE LEGISLATION AND/OR CITY RESOLUTION.

- (a) It is the policy of the City of Santa Clara to avoid overtime work whenever possible. The City recognizes however, the obligation to provide services to the community and, on occasion, may require employees to extend work shifts or to be called back to work due to emergencies, personnel shortages, or required workloads.

Employees contacted for overtime work have an obligation to affirmatively respond to this need unless incapacitated or due to extenuating circumstances beyond the control of the employee and reasonably acceptable to the City. Failure on the employees part to affirmatively respond to such requests and/or to acceptably document such extenuating circumstances or incapacitation will be in violation of the City's rules and regulations and may be subject to formal disciplinary action.

- (b) The Department Head or designee shall authorize overtime.
- (c) Compensatory time off shall be taken as determined by the Department Head and shall be at the employee's convenience where practical. If the employee does not take the time off, the employee shall be paid at the employee's regular rate of pay.
- (d) All classified employees will be paid overtime or be eligible for compensatory time off in accordance with existing policy.
The employee may not accrue more compensatory leave hours than permitted by the current MOU or Department policy.
- (e) Unclassified employees are not entitled to overtime compensation. The monthly salary shall be considered full compensation for all hours worked.

Section 19. Holidays

(a) With the exceptions stated below, employment holidays are:

New Year's Day
Martin Luther King Jr. Day
President's Day
Spring Holiday
Memorial Day
Independence Day
Labor Day
Admission Day
Columbus Day
Veterans' Day
Thanksgiving Day
Friday following Thanksgiving Day
Christmas Day

and every day appointed by the City Council as a holiday. On days appointed by the City Council as "special" or "limited" holidays, City offices shall remain open and shall function in their normal and usual manner.

- (b) A special or limited holiday is a holiday applying only to one or more job classifications, and not generally observed Statewide by all employers. Holidays listed in Section 19(a) are not special or limited holidays.
- (c) If a holiday falls on Sunday, the holiday will be observed on Monday. If a holiday falls on Saturday, the holiday will be observed on the preceding Friday. Except for sworn Police and Fire Department personnel working shifts, regular employees will receive eight (8) hours of compensatory time off if the "observed" holiday falls on their scheduled day off.
- (d) For employees of the Recreation Division of the Parks and Recreation Department: If an employee works 40 hours in a workweek that includes a holiday, the employee will be paid double time and a half for the hours worked on the holiday. If the employee works 32 hours or less in a week that includes a holiday, the employee will be paid double time for the hours worked on the holiday.

Section 20. Vacations

- (a) Regular employees shall accrue vacation leave on a bi-weekly basis, provided that the employee is in a paid status for at least two-thirds (2/3)

of the hours of the pay period (53.4 hours or 74.67 hours for 24-hour employees), at the rate set forth by the current Memorandum of Understanding.

- (b) Maximum vacation accrual will be set forth in the current Memoranda of Understanding.
- (c) Vacation time off shall be subject to approval of the Department Head. Vacation eligibility will be as set forth in the current Memorandum of Understanding subject to any limitations contained therein.
- (d) Vacation time off for Department Heads shall be subject to the approval of the City Manager.
- (e) In accordance with the current Memorandum of Understanding, regular employees who separate from City service with accrued vacation time shall be paid for unused vacation on the effective date of separation. Employees may use vacation time on his/her last day(s) of City service to continue in a paid status without being present.
- (f) In case of the death of an employee, payment for accrual vacation shall be made to the estate of the employee, or in accordance with State law.

Section 21. Vacation/Sick Leave Conversion

- (a) For all employees except 24-hour Employees
Employees in this category have the option, subject to approval, of converting sick leave to vacation leave on a two-to-one basis. The maximum allowable exchange will be 96 hours of sick time for 48 hours of vacation leave per calendar year. Minimum exchange will be 8 hours sick leave for 4 hours of vacation.
- (b) For all 24-hour Employees
All provisions are the same as in the preceding section except the conversion ratio will be three-to-one; the maximum allowable exchange will be 216 hours of sick leave for 72 hours of vacation leave; minimum exchange will be 12 hours of sick leave for 4 hours of vacation leave.
- (c) General Rules for Vacation/Sick Leave Conversion

The vacation/sick leave conversion program set forth in this resolution is intended to provide a means for the individual employee to convert sick leave to vacation leave on the ratio set forth in this section. Such conversion, either to convert sick leave to vacation leave or vice versa shall be subject to the following conditions:

- (1) All requests to convert sick leave to vacation leave shall be submitted in writing to the Department Head in advance of intended vacation utilization.
- (2) The granting of such conversion and subsequent use will be at the discretion of the Department Head.
- (3) If the employee has not been permitted the use of the converted vacation leave within twelve (12) months, and has submitted at least one written request for utilization, the employee will have the option to re-convert the vacation leave to sick leave in reverse ratio* to the original conversion. This conversion will be allowed only for previously converted sick leave to vacation and will not be permitted for regularly accrued vacation leave.
- (4) If an employee, after converting sick leave to vacation leave, exhausts all of his/her remaining sick leave, he/she may make a written request to the Department Head to re-convert vacation leave to sick leave on a reverse ratio* basis. A written physician's statement attesting to the illness/injury is required and requests are subject to Department Head approval.
- (5) Sick leave converted to vacation is not available for use during the same pay period as the conversion.
- (6) This section only applies to employees whose Memorandum of Understanding allows for the temporary overaccrual of vacation. If an employee has converted sick leave to vacation and will exceed his/her vacation maximum accrual at the end of the calendar year, he/she will have the option to re-convert vacation leave back to sick leave on a reverse ratio* basis. Such re-conversion shall be limited

to previously converted sick leave to vacation and may not exceed the amount necessary to reduce the accrued vacation to the maximum allowable. Regularly accrued vacation leave, including vacation leave accrued in excess of the maximum allowable, will not be eligible for this re-conversion to sick leave.

*NOTE: As used in this section, "reverse ratio" is intended to mean that the ratio of sick leave to vacation leave will revert to the original ratio at the time of the initial conversion.

Section 22. Sick Leave

- (a) Sick leave shall be accrued at the rate 96 hours per calendar year (3.7 hours per bi-weekly pay period). For purposes of determining eligibility for sick leave accrual, employees must be on a paid status for at least 36 hours, excluding overtime, sick leave, family sick, family death, or personal leave, during the bi-weekly pay period. (Paid vacation, compensatory time off (CTO), holidays, and emergency paid leave, in addition to actual time worked, count toward the minimum hours required for accrual.)
- (b) Fire Department employees on a twenty-four (24) hour shift shall accrue 288 hours sick leave per calendar year (11.07 hours per bi-weekly pay period). For purposes of determining eligibility for sick leave accrual, Fire Department employees working on a shift basis must be in a paid status at least 50 hours during the bi-weekly pay period, excluding overtime, sick leave, family sick leave, family death leave, or personal leave. (Paid vacation, compensatory time off (CTO), holidays, and emergency paid leave, in addition to actual time worked, count toward minimum hours required for accrual.) However, Fire Department personnel not employed on a 24-hour shift basis shall accrue sick leave as set forth in the Section 22(a).
- (c) Sick leave accrued in a pay period may not be used during the same pay period.
- (d) Accrued sick leave may be used for leave consistent with leave under the Family Medical Leave Act (FMLA), the California Family Rights Act

(CFRA), Government Code Section 12945(b)(1) or death of a member of the employee's immediate family (immediate family as defined by FMLA or CFRA).

- (e) In the event of a death of a member of an employee's immediate family, the employee may use accrued sick leave as family death leave with approval of the City Manager (see Section 23: Bereavement Leave).
- (f) Not more than 48 hours of the employee's accrued sick leave (or six (6) shifts for 24-hour Fire employees) may be used as family sick leave within a calendar year for the care or attendance of members of his/her immediate family. "Immediate family" is defined as: spouse, parent, step-parent, child, step-child, sibling, grandparent, grandchild, aunt or uncle, niece or nephew, first cousin, parent by marriage, son or daughter-in-law, sibling by marriage, foster parent, domestic partner, anyone residing with employee, and anyone dependent on employee for care. The City Manager or designee may approve the use of additional sick leave.
- (g) Upon a doctor's certification that the employee is disabled because of pregnancy, or childbirth, or related medical condition, the employee may utilize accrued sick leave.
- (h) Accrued sick leave may be used for industrial injury or illness, as follows:
 - (1) Accrued sick leave may be applied during industrial injury or illness leave.
 - (2) If a Public Safety employee assigned to Fire Units #1 and #9B and Police Units #2 and #9A has exhausted his/her year of pay pursuant to Section 4850 of the State of California Labor Code, Sick Leave may not be used to supplement temporary disability pay pursuant to Section 4853 of the State of California Labor Code. This is not intended to deny any represented employee a cash payoff for any unused sick leave, upon disability retirement as provided for elsewhere in this document.
- (i) The City Manager or the employee's Department Head may require the employee to provide a physician's certificate, or otherwise, confirming that

the employee was sick during any period of sick leave. If an employee uses 40 hours or more of sick at one time, the employee shall provide to the Department Head a doctor's note certifying that the employee is physically able to perform the essential functions of the employee's position upon the employee's return to work.

- (j) A medical leave of absence for one calendar year without pay may be granted by the City Manager. If the employee is unable to return to work at the end of one year of leave of absence without pay, his/her service shall be terminated or retired.
- (k) A medical leave of absence granted by the Family and Medical Leave Act of 1993 (FMLA) or the California Family Rights Act (CFRA) will run concurrently with any paid leave.
- (l) Sick leave will have an unlimited accrual for use. However, payment of sick leave at retirement will be limited to a maximum of 1,500 hours (or 3,000 hours for 24-hour Fire employees). For employees who have accumulated more than 1,500 hours (or 3,000 hours for 24-hour Fire employees), the employee shall not be permitted to receive payment at retirement for more than the hours they had on the books as of January 1, 2004, plus 1,500 hours (or 3,000 hours for 24-hour Fire employees).
- (m) Employees leaving City service, except when on military leave, shall forfeit all sick leave benefits except as noted below. Sick leave may be used during a period of vacation prior to separation only with medical certification.
- (n) Employees whose service with the City aggregates fifteen (15) years or more shall be entitled, upon retirement, to payment for sick leave then accumulated for continuous service upon the following basis:
 - (1) Sick leave hours earned at the rate of ninety-six (96) hours per year shall be converted to their dollar equivalent based on the regular rate of pay last held by the employee, and those with 25 years or more service shall be entitled to be paid 75% of said accumulated sick leave;

- (2) those with 20 years or more service shall be paid 50% of said accumulated sick leave; and
- (3) those with 15 years or more service shall be paid 25% of said accumulated sick leave.
- (o) Sick leave hours earned by Fire Department public safety employees on a twenty-four (24) hour shift basis, shall first be divided in half and the balance converted to their dollar equivalent based on the reduced twenty-four (24) hour average hourly rate of pay last held by the employee, and then paid on the same schedule as that set forth above.
- (p) In the event of death of an employee, all accrued sick leave shall be paid to the employee's estate at full value.
- (q) No City employee shall be entitled to paid sick leave under any of the following circumstances:
 - (1) Disability arising from any sickness or injury purposely self-inflicted or caused by the employee's willful misconduct, including, but not limited to, intoxication and misuse of narcotics or drugs.
(Employees may use sick leave for alcohol or drug addiction rehabilitation consistent with the existing Civil Service Rules and Regulations.)
 - (2) Sickness or disability sustained while on an unpaid leave of absence.
 - (3) Disability or illness arising from compensated employment other than with the City of Santa Clara.
- (r) Sick leave shall not be used in lieu of, or in addition to, vacation except as stated herein.
- (s) Separation of an employee's continuous employment or service, except by reason of layoff for lack of work or funds, shall abrogate all sick leave accrued to the time of such separation, regardless of whether or not such person subsequently reenters the City service.
- (t) "Observed" holidays occurring during sick leave shall not be counted as a day of sick leave.

- (u) Upon written determination from a qualified workers' compensation or City physician that the employee is declared permanently incapacitated for further duty due to injury or illness, the City will apply for a disability retirement immediately, in accordance with the retirement administrative procedures.

Section 23. Bereavement Leave

- (a) The City will provide employees with a paid bereavement leave benefit to attend to the customary obligations arising from the death of a member of the employee's immediate family, as defined in this section.
 - (1) Employees are eligible to receive up to forty (40) hours (or three (3) shifts for 24-hour Fire employees) of bereavement leave in the event of the death of a parent, child, or sibling of the employee, employee's spouse, or employee's domestic partner (including, in each case, step, adoptive and in-law), spouse or domestic partner.
 - (2) Employees are eligible to receive up to three (3) work days, regardless of shift assigned, (or two (2) shifts for 24-hour Fire employees) of bereavement leave in the event of the death of a grandparent, grandchild, aunt or uncle of the employee, employee's spouse, or employee's domestic partner (including, in each case, step, adoptive and in-law).
 - (3) Employees are eligible to receive up to one (1) work day, regardless of shift assigned, (or one (1) shift for 24-hour Fire employees) of bereavement leave in the event of the death of a great-grandchild, great-grandparent, niece, nephew, or first cousin of the employee, employee's spouse, or employee's domestic partner (including, in each case, step, adoptive, and in-law).
- (b) The bereavement leave benefit is based on each death occurrence and is not charged through the total compensation model (Salary Adjustment Form).

- (c) Up to forty (40) hours (or five (5) shifts for 24-hour Fire employees) of additional bereavement leave may be charged as family death leave to an employee's sick leave balance with City Manager approval.
- (d) At the request of the City, the employee will provide verification.

Section 24. Military Leave

Military leave with pay shall be granted in accordance with the applicable sections of the Military and Veterans Code of the State of California and federal law.

The employee will receive full City pay for Military Leave up to 30 calendar days on an annual basis. Any Military Leave exceeding 30 calendar days will require the employee to utilize other approved time off, excluding sick leave. If the employee does not have sufficient accrual balances to cover Military Leave exceeding 30 calendar days, he/she may request a Personal Leave of Absence without pay.

Section 25. Jury Duty

No deductions shall be made from the pay of a regular employee for the hours that jury duty intrudes upon the assigned work shift providing that he/she submits any jury fees collected to the City. Employees may keep mileage fees received as reimbursement for the use of a private vehicle. An employee accepted for jury duty shall immediately notify his/her Department Head.

Section 26. Court Appearance as a Witness

No deductions shall be made from the salary of an employee who has been subpoenaed as a witness as a result of having observed an event or occurrence while on City duty providing he/she submits the witness fee. The same procedures are to apply as in the above paragraph.

Section 27. Uniform Allowance

A standard uniform regulation shall apply to designated Police and Fire Department uniformed personnel. Eligibility and annual amounts to be paid by the City will be based upon criteria as set forth in current Memorandum of Understanding. Payments for uniform allowance will be made bi-weekly.

Newly hired personnel will not receive uniform allowance during the initial twelve (12) continuous months of employment in the classification eligible for uniform allowance. Upon satisfactory completion of 12 months of employment, payment in the

amount equal to full uniform allowance (where applicable) will be paid for the initial 12 months of employment inclusive of any partial amount which would have been incurred in a previous year (on a pro-rated basis).

The City shall also provide for the repair of, or replacement based on the remaining useful life of the uniform article damaged while actively engaged in the line of hazardous duty in the Police and Fire service. All safety equipment supplied by the City damaged while actively engaged in the line of hazardous duty shall be replaced at no cost to the employee.

Section 28. Insurance Benefits

Types of insurance:

1. Health, Dental, Short and Long Term Disability, and Life Insurance: The City may arrange for and make available to City of Santa Clara employees the following group insurance benefits: Health, Dental, Short and Long Term Disability, Life Insurance, Voluntary Employees Beneficiary Association (VEBA), Employee Assistance Program and Flexible Spending Plan. The City has the obligation to change, alter, modify or the right to discontinue such plans when mandated by the provider. Current contracts for these insurance benefits shall be on file in the City Clerk's Office.
2. Health Allocation: Employee Bargaining Groups shall, on a once a year basis, commencing with the beginning of the calendar year, designate a fixed maximum monthly sum to be paid by the City for all represented employees toward applicable insurance premiums.

To be eligible for the health allocation, a represented full-time employee must be on a paid status for at least 80 hours (112 hours for 24-hour employees) in the month prior to the month of coverage. Part-time employees will have access to full health and dental benefits, but the total health allocation will be pro-rated to hours worked.

If the premiums for the individual employee exceed the amount allocated, the balance is paid by a salary deduction from the paycheck of the individual employee or under special circumstances, paid directly by the employee.

If the premiums are less than the monthly amount allocated, the difference will be refunded twelve (12) times a year.

3. Insurance Premium Payments During Periods of Work-related Injuries: For an employee who is temporarily disabled due to an accepted workers' compensation claim and has not earned the health allocation, the City will continue to pay the required premiums up to the amount of the health allocation until the employee is able to return to full duty or is declared permanent and stationary. However, should the injury be determined by the City's Workers' Compensation Third Party Administrator and/or the Workers' Compensation Appeals Board to not be service connected, the employee shall repay the City in full the premiums paid on his/her behalf.

Section 29. Retirement Benefits

Pursuant to Section 1200 of the City's Charter, the California Public Employees' Retirement System is the Retirement System of the employees of the City. As a condition of employment, employees of the City automatically become members of the Public Employees' Retirement System. The current contract between the City of Santa Clara and the Public Employees Retirement System is on file in the City Clerk's Office.

The Retirement System is divided into two Retirement Formulas, for Public Safety Employees and Miscellaneous Employees, as follows:

- (1) Public Safety Employees – 3.0% at age 50 Retirement Program ("Classic"); 2.7% at age 57 ("New").
- (2) Miscellaneous Employees – 2.7% at age 55 Retirement Program ("Classic"); 2.0% at age 62 ("New").

Section 30. Leave of Absence Without Pay

A leave of absence without pay may be granted as follows:

- (a) The City Manager may grant a leave without pay not to exceed one (1) calendar year.
- (b) Maternity Leave.

The term "maternity leave" refers to a leave of absence without pay because of pregnancy, childbirth, or related medical conditions. Pursuant to the Federal Pregnancy Discrimination Act (Pub. L. 95-555, 92 Stat.

2076 (1978) 42 U.S.C. 2000e), the rules and regulations issued pursuant thereto by the Equal Employment Opportunity Commission and Section 12945 of the California Government Code, the City Manager may grant a leave without pay not to exceed four (4) months for disability caused by pregnancy, childbirth, or related medical conditions. The City Manager may extend the leave up to eight (8) additional months.

The employee will give reasonable written notice of the need for maternity leave and her estimated duration of the leave.

Accrued vacation time (pursuant to Section 20) and accrued sick leave (pursuant to Section 22) may be used by the employee during the maternity leave.

(c) Family Leave.

Pursuant to the federal "Family and Medical Leave Act of 1993" (FMLA) and the California Family Rights Act (CFRA), the City Manager may grant a leave without pay for up to twelve (12) workweeks in a rolling twelve (12) month period for the care of an employee's spouse, child, or parent who has a serious health condition or the employee's own serious health condition that makes the employee unable to perform the functions of his/her position. The City Manager may authorize additional unpaid leave to increase the total leave without pay to one (1) calendar year. When the employee has requested a Medical Leave of Absence without Pay or Maternity Leave of Absence and Family Medical Leave simultaneously, FMLA leave shall run concurrently with such leaves.

Section 31. Right of Employee to Retain Position

When a leave of absence with or without pay is granted, it is with the definite understanding that the employee will be restored to the position vacated by him/her at the expiration of his/her leave.

Section 32. Temporary Changes in Work Schedules

- (a) General Rule – Temporary changes in work schedules shall be made whenever required. However, such changes shall be considered emergencies and emergency overtime rules shall apply whenever:

- (1) less than fourteen (14) hours advance notice is given to eight (8) hour, nine (9) hour, ten (10) hour, or twelve (12) hour shift employees; or
 - (2) less than forty-two (42) hours advance notice is given to Fire Department employees working a twenty-four (24) hour shift.
- (b) During the City's Annual Cleanup Campaign, the City may temporarily change the regular hours of work, on regular work days, of employees, upon 14 hours advance notice. Change in assignment for employees must be limited to shifts commencing up to one hour either prior to their regular shifts or up to one hour after the commencement of their regular shifts at straight time salary. Employees so assigned will work a nine (9) hour work day excluding unpaid time for meals. Any hours in excess of a regular (e.g., 9/80) schedule will be paid at the prevailing overtime rate.

Section 33.

This Resolution supersedes Resolutions Nos. 636, 3144, 3830, 4652, 7650 and amendments thereto.



Agenda Report

21-1114

Agenda Date: 12/7/2021

REPORT TO COUNCIL

SUBJECT

Patrick Henry Drive Specific Plan Study Session

COUNCIL PILLAR

Promote and Enhance Economic, Housing and Transportation Development

EXECUTIVE SUMMARY

In July 2017, the City Council directed staff to begin preparation of a Specific Plan in the Patrick Henry area of North Santa Clara. Since then, the Council has provided a significant amount of direction to staff at key steps in the preparation of the Specific Plan to guide the development of Specific Plan contents. Preparation of the Patrick Henry Drive Specific Plan is entering the final phase and a Draft of the Specific Plan has been released for public review (Attachment 1). A [Draft Environmental Impact Report](https://www.santaclaraca.gov/Home/Components/BusinessDirectory/BusinessDirectory/352/3649?npage=2) (<https://www.santaclaraca.gov/Home/Components/BusinessDirectory/BusinessDirectory/352/3649?npage=2>) (EIR) for the Specific Plan (Attachment 5) has concluded its public circulation period and staff is currently working to respond to comments received on the EIR. The Draft Specific Plan aligns with the direction provided by the City Council (Attachment 2) as well as public input received through community meetings and through a series of meetings with a property owner stakeholder group.

The purpose of the study session is to provide the City Council with an overview of the Draft Patrick Henry Drive Specific Plan's land use framework, circulation and affordable housing requirements and to provide updates on the development of the Specific Plan since the last City Council Study Session on April 20, 2021 regarding additional proposed parks; public amenities; and, the establishment of a community shuttle. City Council consideration for adoption of the Draft Specific Plan is scheduled for early next year.

BACKGROUND

The Patrick Henry Drive Specific Plan Area is approximately 76 acres, located at the western boundary of the City of Santa Clara at Calabazas Creek, bounded generally by the Hetch-Hetchy right-of way to the north, Great America Parkway to the east, and Mission College Boulevard to the south. The City of Sunnyvale lies to the west, across Calabazas Creek. Immediately to the north of the Hetch-Hetchy right-of-way is the former Yahoo! Campus, now owned by Kylli. The Tasman Drive light rail line is approximately ten minutes walking distance from any portion of the Patrick Henry Plan Area, and public transit is also available on Great America Parkway. The Patrick Henry Drive area contains 17 light industrial properties and three public streets, with access to Great America Parkway and Mission College Boulevard. The building stock in the Patrick Henry Drive area consist mostly of one and two-story concrete tilt-up industrial buildings built in the late 1970s and early 1980s, with a series of distinctive four-story concrete buildings along the east side of Old Ironsides Drive.

The City formally commenced preparation of a Specific Plan for the Patrick Henry Drive (PHD) area following direction to begin preparation of the Plan in 2017 and the City Council's approval of a contract on August 22, 2018 with planning consultants, Moore Iacofano Goltsman, Inc. (MIG). Development of the contents of the Specific Plan has been guided through direction provided by the City Council at key steps in the Plan's preparation. The contents of the Specific Plan have also been informed through the City's experience with the development and implementation of the Tasman East Specific Plan, which is guiding development in a similar area also in North Santa Clara.

The Specific Plan will serve as an implementation tool for the City's 2010-2035 General Plan. The Patrick Henry Drive Specific Plan area is designated as a Phase III Future Focus Area for high-density residential development in the General Plan. Preparation of the Specific Plan will establish new General Plan land use designations, land use and urban design policies, amenities, and infrastructure to support the redevelopment of the PHD area from low-intensity office and industrial park use into a high-density, mixed use neighborhood.

Preparation of the Specific Plan has been informed by the input of Plan area property owners, community members and other stakeholders. Input was most recently received from community members at a community meeting on March 11, 2021. Staff have also been meeting regularly with a stakeholder group composed of property owners and proposed developers to work through details of the Plan contents and its implementation.

DISCUSSION

The following discussion highlights seven topic areas of particular Council interest and identifies changes to the Plan since the last City Council review, including changes made to address recent Council input. As previously directed by Council, the Specific Plan should incorporate the following:

- Flexibility in terms of allowable land uses and densities consistent with the development interests of each property owner.
- Measures to support quality of life for future residents.

Accordingly, the Plan will support a significant amount of new housing growth as proposed by individual property owners while maximizing the incorporation of community amenities in a manner that shares their costs over multiple projects.

1) Land Use Plan, Roadway Alternatives and Urban Design Framework (Amenities)

The Land Use Plan and Urban Design Framework (Attachment 3) identifies the locations for proposed residential and flex land use designations within the Specific Plan to align with the two potential development scenarios previously reviewed by the City Council and under analysis for the EIR. Generally, the most intense land uses are located at the center of the Plan area. The High-Density Flex designation is proposed for the property fronting Great America Parkway, where either high-intensity office uses or high-density residential are appropriate land uses. Ground floor retail square footage and public uses are distributed among several properties fronting onto Patrick Henry Drive to foster a new pedestrian-oriented street with active ground floor uses and amenities to support the development of a complete neighborhood.

The plans also identify proposed locations for public facilities and amenities such as neighborhood and mini parks, trail connections, indoor space for a new public library, gym and community center, and activity space and other outdoor open spaces. The Land Use Plan supports the development of the segment of Patrick Henry Drive perpendicular to Great America Parkway as a new "Main Street"

for the Patrick Henry neighborhood, with civic uses and open space areas arranged along this east-west axis. Land dedication to benefit the broader Plan area will be borne by multiple property owners in the Specific Plan, with many contributing land for roadways, parkland, greenways, library and/or community spaces. Some properties will also be required to incorporate space for retail to support the implementation of the Main Street.

In addition, each diagram has two alternatives (Attachment 4), one with and one without a roadway connection to Mission College Boulevard. The roadway alternatives are discussed further below.

2) Proposed Land Use Designations

The proposed Specific Plan land use plan would utilize four residential land use designations and one flexible residential/commercial designation:

- Very High Density (51-100 du/ac)
- Village Residential (60-150 du/ac)
- Urban Village Residential (100-150 du/ac)
- Urban Center Residential (120-250 du/ac); and
- High Density Flex designation (60-150 du/ac or up to a 2.0 floor area ratio of commercial development).

These densities correspond to the input provided by the Patrick Henry Drive area stakeholders and are reflected on the Land Use diagram. Maximum allowable building heights would range from five stories at the lowest allowed density designation to 25 stories at the highest density designation. The tallest building heights are allowed at the center of the plan area with more restrictive, lower building heights in place closest to the western edge of the plan area, which is closest to other existing residential uses. Buildings will also be generally limited by the Federal Aviation Administration (FAA) airport height limits.

The proposed land use designations and allowable densities were previously reviewed by the City Council, but the proposed Land Use diagram has two changes since that review. The Village Residential designation has been added, reflecting new input from the property owner (Marriott Center Owners Association), requesting greater flexibility than what they had previously indicated. Walnut Hill acquired their property from The Sobrato Organization after the City Council's review of the NOP and the designation for the property has also been adjusted at their request to allow a higher density.

3) Circulation and Roadway Network

The Land Use Plan makes use of the existing street rights-of-way but also identifies a limited amount of new vehicular and multimodal circulation roads and/or paseos throughout the plan area. These new circulation routes will allow additional routes of travel within the Plan area, promote pedestrian and bicycle use, and break up the existing superblocks to support intensified land use. The new roads are intended for low-speed vehicular use, emphasizing shared facilities where pedestrians, bicycles and cars all have an equal ability to use the rights-of-way. New greenway connections are also proposed in the interior of the central block to promote pedestrian and bicycle circulation and break up the massing of future development.

As part of the proposed Roadway Network, a new connection would be added from the southern portion of the Plan area to Mission College Boulevard just to the south of the Plan area. Mission

College Boulevard is a private road that runs around the perimeter of the Mission College campus. While this roadway connection will provide a significant benefit by providing greater connectivity with a more direct and alternative route of travel for some trips, it will also require the cooperation of Mission College to implement as a portion of the roadway would be their private property. Mission College has wanted to continue to explore the option for the roadway connection and has not yet confirmed support or concern about the connection to their campus and use of their private roadway. If there are any changes to Mission College's position, staff will report our verbally at the City Council meeting.

The property owner of the site in the Specific Plan area that includes the potential new roadway connection to Mission College Boulevard, O2 Micro, has expressed that they do not want the roadway connection on their site as a roadway connection would reduce the land area available for future redevelopment on the site. While new roadways are often centered along property lines to distribute the impact of the dedication to multiple property owners, as proposed the roadway would be entirely on the O2 Micro property in order to align at the intersection with Mission College and the Mission College driveway. Staff has determined that the proposed alignment is the best design option for the roadway network, and represents a proportional contribution for the property owner in comparison to the impact of contributions required for other properties within the Plan area. It should also be noted that 30-feet of the 60-foot road right of way is already of limited development potential due to the presence of a 20-foot wide utility easement located 10 feet interior to the property and running along the same orientation as the proposed roadway.

In the event that Mission College does not agree in the near-term to a roadway connection to their private road, the proposed easement area would instead be designated as open space, so that the subject property has a comparable dedication as other Plan area properties while also preserving the opportunity in the future to create the roadway connection should conditions change. The Plan includes an alternative land use diagram, which was also studied in the project EIR, that omits this new roadway connection.

4) Parkland and Open Space

As previously discussed with the City Council, public parkland or publicly accessible privately maintained open space is proposed to constitute a minimum of 22% of the land area available within the Specific Plan area, consistent with the approach taken with the adopted Tasman East Specific Plan. The Patrick Henry Specific Plan will provide public parkland and accessible open space amenities through two strategies: 1) dedication of parkland to the City through the City's Parkland and Recreational Amenities Dedication Ordinance (PDO); and 2) the incorporation of private open space areas, including privately owned public open space areas (POPOS). At least 11% of the net site area of the Plan area will be dedicated Parkland and in combination with, other various types of private open space a minimum of 22% of the Plan area will be open space. The net site area of a parcel is the area after roadway dedications and public sidewalk easements are excluded from the total.

The proposed dedicated Parkland includes a centrally located neighborhood park running north/south through the center of the new neighborhood and three smaller parks distributed within the Specific Plan area. Additional open space may also be provided adjacent to the creek trail connection at the northwest corner of the Plan area and adjacent to the proposed community room on the Summerhill development site. POPOS include greenways and plazas that are designed, built, and maintained by private property owners to include high quality landscaping and amenities that are accessible to the

public. These areas were selected to distribute the dedication requirement over multiple projects to the extent practical while also combining the Parkland dedications of multiple projects into four larger park areas to form a cohesive park program strategy. It should be noted that as a result, some projects would be more impacted by the requirement for land dedication while other projects would fulfill their PDO obligations to a greater degree or entirely through fees due in lieu of Parkland dedication.

The net site area of the Specific Plan area is 61.9 acres, and 22% is 13.62 acres. The Land Use Plan previously shared with the City Council depicted three dedicated parkland areas, totaling 8.52 acres in size. On April 20, 2021, the City Council provided feedback emphasizing the importance of dedicated park lands. Staff subsequently worked with the Plan area property owners to identify additional park land on the Land Use Plan. Specifically, new parkland areas have been added to the plan as follows:

- A new 1.25 acre park has now been added on the southeast corner of the plan area, split proportionally between properties owned by Dollinger and New Hope Church.
- Summerhill, located along the center southern portion of the plan area also now is providing a 9,250 square feet area of dedicated parkland along the western border of their site, adjacent to a proposed public use community room;
- Drawbridge on the northeast corner of the plan area has offered approximately 13,000 square feet of land that staff is analyzing for the feasibility of Park use.

Assuming the Drawbridge land dedication is feasible, the added areas would create a total of 429,864 square feet which is 9.87 acres of dedicated parkland. The remaining private open space obligation provided in part through POPOS, is 3.75 acres. At full build-out of the Land Use Plan, the amount of POPOS will likely exceed this amount.

Staff has begun working with the stakeholder group to further develop the design, treatment and amenities to be included within the publicly accessible, private open space areas. Private open space areas include a greenway along Patrick Henry Drive that would utilize an existing gas line easement that does not allow structures, and other internal greenways that will help to break up the massing of buildings, support pedestrian and bicycle circulation, and provide amenity space.

5) Public Facilities & Recreational Amenities - New Library, Gymnasium, Community and Senior Center

The City Council previously reviewed objectives for the Patrick Henry Drive Specific Plan that included measures to support the quality of life for future residents by providing a new branch library as part of the Specific Plan. At the subsequent City Council meeting on December 17, 2019, during review of the proposed Notice of Preparation for the Plan, the Council, noting that one of the Plan area developers, Z&L, was proposing to develop at a density significantly higher than otherwise allowed within the Plan, suggested that the addition of a library within the project could be tied to the Z&L proposal as a "community benefit" justification for granting the increased density.

Staff subsequently met several times with Z&L to discuss the incorporation of a library space of up to 40,000 square feet within their project. While Z&L initially expressed an openness to this approach and hired an architect to explore it with the City, Z&L has since indicated that due to evolving market conditions they have reconsidered the project's feasibility and will not be moving forward with a high-rise project in the near-term or with a library within their project. At the same time, staff considered

that it would be appropriate to develop a joint library-community center as a stand-alone facility that would be located within the new central neighborhood park within the Plan area.

Staff has conducted a preliminary analysis of the funding and feasibility of developing a new joint public facility containing space for library, gymnasium, community and senior serving recreation programs and parking as part of the Plan's implementation. Conceptually, based on a total combined space allowance of 47,000 square feet and design/construction costs of \$2,000 / square foot, the project is estimated to cost approximately \$94 million to develop.

The conceptual cost for the library portion of the project is approximately \$33 million in current year dollars of the \$94 million total estimated cost. While the Council has discussed the need to add amenities to North Santa Clara with the build out of more dense housing development, embedded in this discussion is whether to propose 100% of first phase park fees, and identify additional funds for the proposed library from other funding sources, to assume these amenities in the Patrick Henry Specific Plan. This does not include the on-going operational costs associated with maintaining these new amenities.

As background, based on the application of current fees due in lieu of Parkland Dedication and expected credits for park dedication and private recreation, the \$94 million project will require 100% of the park fees anticipated in the first phase (4,008 residential units) of the Plan's implementation.

Funding for the project would come from fees collected from new development through the City's PDO (Chapter 17.35 of the City Code). While fees in lieu of parkland dedication can be used for initial development of a joint facility, a separate funding source is necessary for the library portion (\$33 million) of the project in order to repay any funds loaned from parkland dedication funds. As stated already, no funding source has been identified for the library and a funding source to cover both capital and on-going operational costs would be required.

The payment of fees toward the design and construction of the library could be identified in the Plan as a "community benefit"; that would allow the City to approve, through a Development Agreement, potential additional density for a project in exchange for a contribution of payment toward the library portion of the project. However, currently staff is not aware of any projects that will request additional density beyond the what the plan is proposing or will require a Development Agreement. Other options could be including the library as part of a future bond project, a General Fund contribution or identification other funding source. It is likely that the City will need to consider multiple funding sources to repay the \$33 million to the PDO and, therefore, a Council approved feasible financial strategy would need to be developed to justify advancing PDO funds for a library before the dollars are committed.

Staff will continue to analyze the feasibility of the proposed project. The 47,000 SF facility should be considered the maximum project and could be reduced to address financial feasibility. Future modifications could include decreasing the size or removing certain elements. Council will also need to make future policy decisions to commit all of the \$94 million to this project and not other park priorities (such as the swim center, the new northside park, and other park needs) that are currently unfunded. Staff is continuing to evaluate both the appropriate allocations of program space and further facility design development would be based upon financial feasibility and a public process at a future date.

Given the central location, access, adjacent roadways and compatible uses, a site identified for the public facility (library/community center) would be provided on land shown as dedicated public parkland to accompany future development of the Z&L and Sares Regis properties.

In addition to the joint library-community center facility, the Specific Plan includes a proposed 5,000 square foot visual arts center for the public incorporated within the Summerhill project located at southern center of the plan area. Summerhill would provide a cold shell space within the ground floor of their project that would be dedicated to the City to program for classroom, studio, and gallery space. The City would manage this visual arts space, which would be adjacent to Summerhill's dedicated parkland, and which could function as an area for periodic outdoor art displays curated by the City.

6) Local Shuttle

Based on Council feedback at the Study Session on November 20, 2020 and on other land use items, staff has been working to develop requirements for a privately funded local shuttle program to be funded by all projects in Patrick Henry Drive Specific Plan. The shuttle operation would be able to be incrementally expanded with other development in North Santa Clara such as Tasman East, Kylli, Menlo Equities, and Greystar's Freedom Circle project. Staff is establishing a trigger for when the local shuttle would commence based on the timing of development in Patrick Henry Drive. Once established, participation in the shuttle could also be expanded by voluntary participation of other key North Santa Clara destinations such as Related Santa Clara, Mission College, and Great America.

7) Affordable Housing

As previously reviewed by the City Council, the Specific Plan would increase the affordable housing inclusionary requirement for new development above the City's adopted Ordinance level. The proposed affordable housing requirements for the Specific Plan area is 15% of units affordable to households at an average of 80% Area Median Income (AMI) level. This represents an increase over the current Citywide standard of 15% of units at an affordability level of 100% AMI. The proposal is intended to better align with the City's need to produce affordable units at a variety of income levels (not just moderate income), not impair project feasibility, and align with legal requirements.

The Specific Plan's affordable housing proposal was developed early in the plan process and presented to the City Council at a Study Session on April 9, 2019. Early in 2021, the City received its draft Regional Housing Needs Allocation (RHNA) of 11,632 housing units for the Sixth RHNA Cycle from the Metropolitan Transportation Commission/Association of Bay Area Governments.

Approximately 56% of RHNA units assigned to Santa Clara are designated to be affordable. As the City considers whether to update the citywide affordable housing ordinance as a potential strategy to address our future RHNA requirements, the Specific Plan could incorporate a pipeline provision and require potentially greater affordability requirements for later development, should the citywide affordable housing ordinance be updated. Such a provision would subject projects in the Specific Plan that are not deemed complete or do not receive Architectural Review approval by a certain date to be required to meet any future new citywide affordable housing requirements.

Planning Commission Feedback

The Draft Patrick Henry Drive Specific Plan was presented at a study session to the Planning Commission on October 28, 2020. The Commission provided comments and asked questions about the proposed building heights, density, and transit access. In response to a Commission question, staff clarified that school uses are being analyzed in the EIR so should a property be acquired for a

school in the Specific Plan area, no additional environmental review would be necessary for the proposed use.

Next Steps

The remaining tasks in the Specific Plan work program include completing the Final Environmental Impact Report (EIR) and Response to Comments in accordance with CEQA. In January 2021, the Final EIR and Final Draft Plan will be presented to the Planning Commission for their recommendation to the City Council.

ENVIRONMENTAL REVIEW

The action being considered is a study session only and does not constitute a “project” within the meaning of the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines section 15378(a), as it has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.

A Draft EIR was prepared for the Specific Plan. The Final EIR will be brought to the City Council for consideration when the Specific Plan is brought forward for a decision on adoption.

FISCAL IMPACT

There is no fiscal impact to the City other than administrative staff time and expense.

COORDINATION

This report has been coordinated with the City Attorney's Office, Parks & Recreation Department, the Library Department, and the City Manager's Office.

PUBLIC CONTACT

A virtual community meeting was held on March 11, 2021 to present the draft plan to the community. There were approximately 70 attendees. Speakers at the meeting expressed concern with traffic impacts, the potential roadway connecting the plan area to Mission College Boulevard, and planning for future pandemics.

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <<mailto:clerk@santaclaraca.gov>>.

Reviewed by: Andrew Crabtree, Director, Community Development Department

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Draft Patrick Henry Drive Specific Plan
2. Prior Council direction on the Patrick Henry Drive plan
3. Land Use Plan and Urban Design Framework diagrams
4. Alternative Land Use Plan and Urban Design Framework Diagrams (no Mission College Boulevard connector road)
5. Draft Environmental Impact Report

Draft Patrick Henry Drive Specific Plan is available on the City's Website:

[Patrick Henry Drive Specific Plan | City of Santa Clara \(santaclaraca.gov\)](https://www.santaclaraca.gov/development/patrick-henry-drive-specific-plan)

Patrick Henry Drive Specific Plan - Prior Council Direction

The Council first provided direction to guide preparation of the Specific Plan in July 2017 when the City Council directed staff to commence preparation of Specific Plans and approved specific language to include in a Request for Proposals (RFP) for a consultant to support the process. Additional actions taken by the City Council include the following:

- July 17, 2018 - City Council authorized the City Manager to execute a professional services contract with MIG, Inc. for the Patrick Henry Drive Specific Plan for a not-to-exceed amount of \$811,502, subject to execution of a funding agreement between the Patrick Henry Drive developers and the City. As part of the action the City Council reviewed the proposed scope for the Specific Plan.
- April 9, 2019 - City Council reviewed proposed objectives for the Specific Plan and directed staff to proceed.
- December 10, 2019 - City Council reviewed a detailed project description for the Patrick Henry Drive Specific Plan prior to the City's issuance of a Notice of Preparation (NOP) for the project.
- December 17, 2019 - City Council adopted a Resolution supporting the Establishment of the Patrick Henry Drive area as one of six new ABAG/MTC Priority Development Areas.
- April 28, 2020 - City Council accepted a proposed land use plan, land use designations, circulation plan, and parkland and open space plan as the basis for preparation of an Environmental Impact Report (EIR) for the Specific Plan.
- December 16, 2020 - City Council approved an expansion of the contract with consultant MIG to expand the scope of analysis in the EIR to include a land plan without a Mission College roadway connection.
- April 20, 2021- City Council received overview of plan and provided input on parkland dedication, land use plan, connection options to Mission College and traffic/local shuttle.

July 2017: Objectives identified in the RFP

The City's key objectives for the Patrick Henry Drive and Freedom Circle Specific Plans were identified in the RFP as follows:

- *Placemaking:* the Plan should support the development of a complete neighborhood that incorporates public and private amenities, including parklands and other open spaces, along with services, organized into an attractive, walkable urban environment.

- *Equity*: the Plan should distribute the anticipated future costs and benefits of new development among property owners in an equitable manner.
- *Feasibility*: the Plan should include a land use plan and implementation tools as necessary to provide for a straight-forward, streamlined implementation process.
- *Economic Sustainability*: preparation of the Plan should include an analysis of the economic and fiscal impacts of the conversion of land from commercial/industrial to residential use and an evaluation of potential off-setting conversion of other existing commercial/industrial lands designated for future residential use within the General Plan. The Plan should also consider the retention of key industrial or commercial sites within the Plan area to maximize the overall economic benefit of future land uses and to produce a complete community.

April 2019: City North Planning Principles

The City Council had previously expressed an interest in coordinated planning policies for the Patrick Henry Drive Specific Plan, Freedom Circle Focus Area and other projects in the North Santa Clara area and in April 2019 reviewed the following principles for guiding future land use decisions throughout this area:

- *Urban Scale*: Develop City North as Santa Clara's first large-scale urban-style district, including high-density housing and multiple job centers connected by innovative and/or dynamic transportation infrastructure and walkable streets.
- *Polycentric District*: Develop City North as an interconnected network of districts that have multiple activity centers. Each district will support a unique mix of land uses that complements its neighboring areas.
- *Complete Neighborhoods*: Provide within each neighborhood in City North a mix of core community uses so that Santa Clara residents can easily access places to live, work and play. Plan sufficient school facilities and other public facilities to fully meet the needs of the projected future population.
- *Innovative Multi-Modal Mobility*: Establish a street network flexibly designed to accommodate a balanced mix of travel modes including walking, cycling, driving, and transit. City North will incorporate innovative strategies to provide additional mobility options and support transit use including a districtwide Transportation Management Association (TMA).
- *Human-Scale Public Realm*: Promote a pedestrian-oriented, human-scaled environment within the public realm that links one neighborhood to another.
- *Compatibility*: Provide transitions between new development areas and adjacent land uses that address changes in use and density and provide for new connections where opportunities are available.

April 2019: Planning Objectives for Patrick Henry Drive and Freedom Circle

At the April 2019 City Council meeting the Council also reviewed the following objectives applicable to both the Patrick Henry Drive and Freedom Circle areas:

- *Neighborhood Planning*: Establish new land use designations customized for the plan area; frameworks for the development of parks and open spaces, circulation, urban design; an infrastructure plan with funding strategies, design criteria and guidelines for buildings, streets and open spaces; and implementation plans.

- *Commercial Development:* Strategically locate retail nodes throughout plan areas. All new residential development should be within a 10-minute walk of at least 20,000 square feet of neighborhood serving commercial uses.
- *Parkland and Open Space:* Establish a parkland dedication standard (consistent with the recently developed Tasman East Specific Plan) which requires a minimum of 22 percent of total developable land be allocated to programmable public parkland and other open space amenities. A maximum of 50 percent of this total dedication may be developed in the form of private open space, with the remainder required to be dedicated as programmable public parkland. Applicants will also be required to comply with the Parkland Dedication Ordinance, including payment of fees equivalent to the total obligation identified in City Code Chapter 17.35. Include privately owned publicly accessible spaces throughout new development to provide additional open space amenities and support placemaking.
- *Community Amenities:* Identify a location for a new public school, branch library and publicly accessible community meeting spaces. Locate the school with connections to open space areas. Consider a range of library types, such as siting a new urban library on the ground floor of a mixed-use development or locating a library within a new park. Create new meeting spaces which would be accessible during evening and weekend hours for public use. Evaluate the potential for a new community center.
- *Infrastructure:* Develop an infrastructure plan and associated funding plan that ensure infrastructure will be adequate to support planned uses, densities and intensities. The infrastructure plan will ensure orderly, efficient provision of infrastructure and establish an equitable structure through which improvements will be funded.
- *Walkability:* Repurpose and redesign existing rights-of-way to provide a human-scale, multi-modal environment with greatly enhanced pedestrian facilities.
- *Affordability:* Require 15 percent of all residential units developed to be made affordable to households at or below 80 percent of area median income (AMI). The Specific Plans include the conversion of industrial and commercial lands to residential uses, which have higher market land value, supporting a higher standard for the delivery of affordable units than seen Citywide. While the City's Affordable Housing Ordinance requires 15 percent of residential units to be developed as affordable, the affordability of the units is set at 100 percent of AMI. Creating an 80 percent AMI affordability requirement for affordable units produced in the Specific Plans will diversify the City's affordable housing inventory and create opportunities for households with lower income levels.

April 2019: Planning Objectives for Patrick Henry Drive

Also, at the April 2019 meeting the Council reviewed the following objectives for the Patrick Henry Drive area:

- Establish land use policies that allow the transformation of the area from office and light industrial uses to a high-density residential urban neighborhood.
- Support high density land use, with some mixed-use buildings to provide neighborhood- and site-serving retail and community amenities.

- Provide approximately 4,500 - 5,000 residential units with estimated densities ranging from 85 - 200 du/acre.
- Allow a range of building heights between 5 and 25 stories, with lower height buildings planned along the western edge of the plan area.
- Provide a primary public park centrally located within the plan area, connected to a central north-south greenway, and supported by plazas and other smaller scale open space areas.
- Increase east-west and north-south non-vehicular connectivity options, including a new “slow street” connecting to the 3005 Democracy Way (Kylli) Project and VTA service to the north that emphasizes pedestrian and bicycle movement over automobile traffic flow.
- Provide a new vehicle connection to Mission College Boulevard.
- Provide improved connectivity to the Calabazas Creek trail.
- Identify a potential branch library site and spaces for day care or other community amenities.

December 2019: Project Description

On December 10, 2019, the City Council affirmed a project description for the Specific Plan that provided development capacity for two potential land development scenarios. The proposed scenarios were developed through stakeholder interviews to implement the prior City Council direction to staff to take property owner stakeholder input into consideration and to provide flexibility in the allowed land uses for future potential developers within the Specific Plan area. Staff emphasized that because of the stakeholder input the Plan is now being developed to support a significantly increased amount of development potential as property owners and/or developers with an interest in the Patrick Henry Drive area expressed an intent to develop at significantly higher densities than previously anticipated.

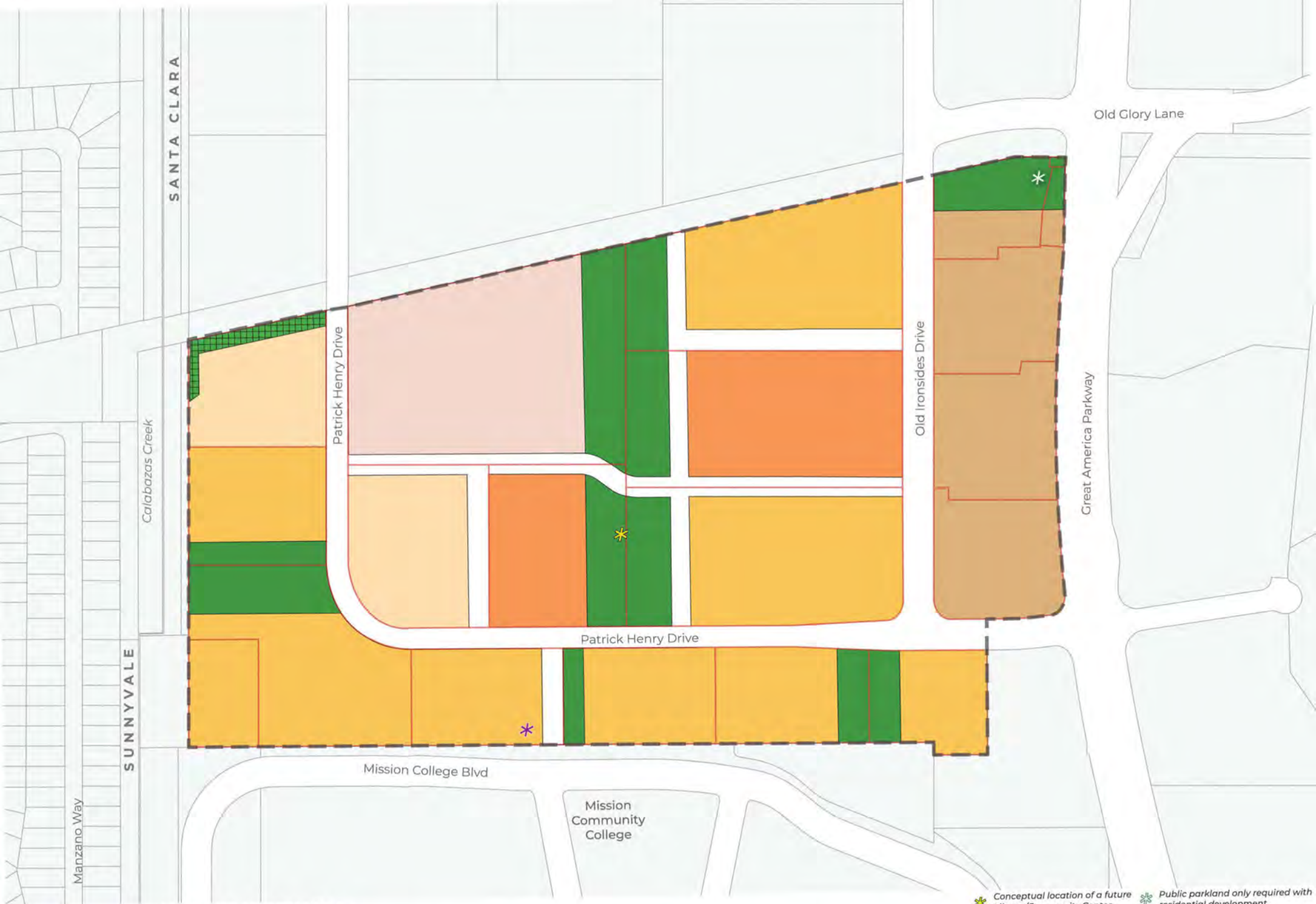
The City Council directed staff to proceed with issuance of a Notice of Preparation (NOP) and preparation of an Environmental Impact Report (EIR) based on these two scenarios.

- Scenario A includes approximately 12,000 net new residential units and 310,000 net new square feet of non-residential uses, of which 200,000 square feet is net new retail or public facilities space for uses such as library and/or community room space. The remaining non-residential uses include 110,000 square feet for educational facility uses.
- Scenario B substitutes office for high-density residential in the “High Density Flex” zone along the eastern edge of the Plan Area, amounting in an approximate total of 10,300 net new residential units, 785,000 net new square feet of office, and 310,000 net new square feet of other non-residential uses (e.g., retail, community space, library, educational facility).

| | Residential Units | Office | Other Non-Residential Uses |
|-------------------|--------------------------|---------------|-----------------------------------|
| Scenario A | 12,000 | - | 310,000 SF |
| Scenario B | 10,300 | 785,000 SF | 310,000 SF |

In addition, at the December 2019 meeting, the City Council reviewed a preliminary site plan and provided direction to staff as follows:

- Parkland and Open Space - 22% of the Specific Plan area is proposed to be designated as public parkland or publicly accessible privately maintained open space. The proposed parkland includes a central park spine running north/south through the center of the new neighborhood and two smaller parks located at opposite edges of the Specific Plan area.
- Circulation - the Plan makes use of the existing street right-of-way and identifies new vehicular and multimodal circulation roads and/or paseos throughout the plan area to promote pedestrian and bicycle use and break up the existing superblocks to support intensified land use.
- Community Benefits - in addition to parks, open space, retail, a community meeting room, and other benefits already included in the Specific Plan, the Specific Plan will include provisions for a public library space on the Z&L property as a community benefit tied to an increase allowance for density above what the Specific Plan would otherwise allow.



Land Use Designations

- Study Area
- Existing Parcel (City of Santa Clara)
- Existing Parcel (Study Area)
- Open Space

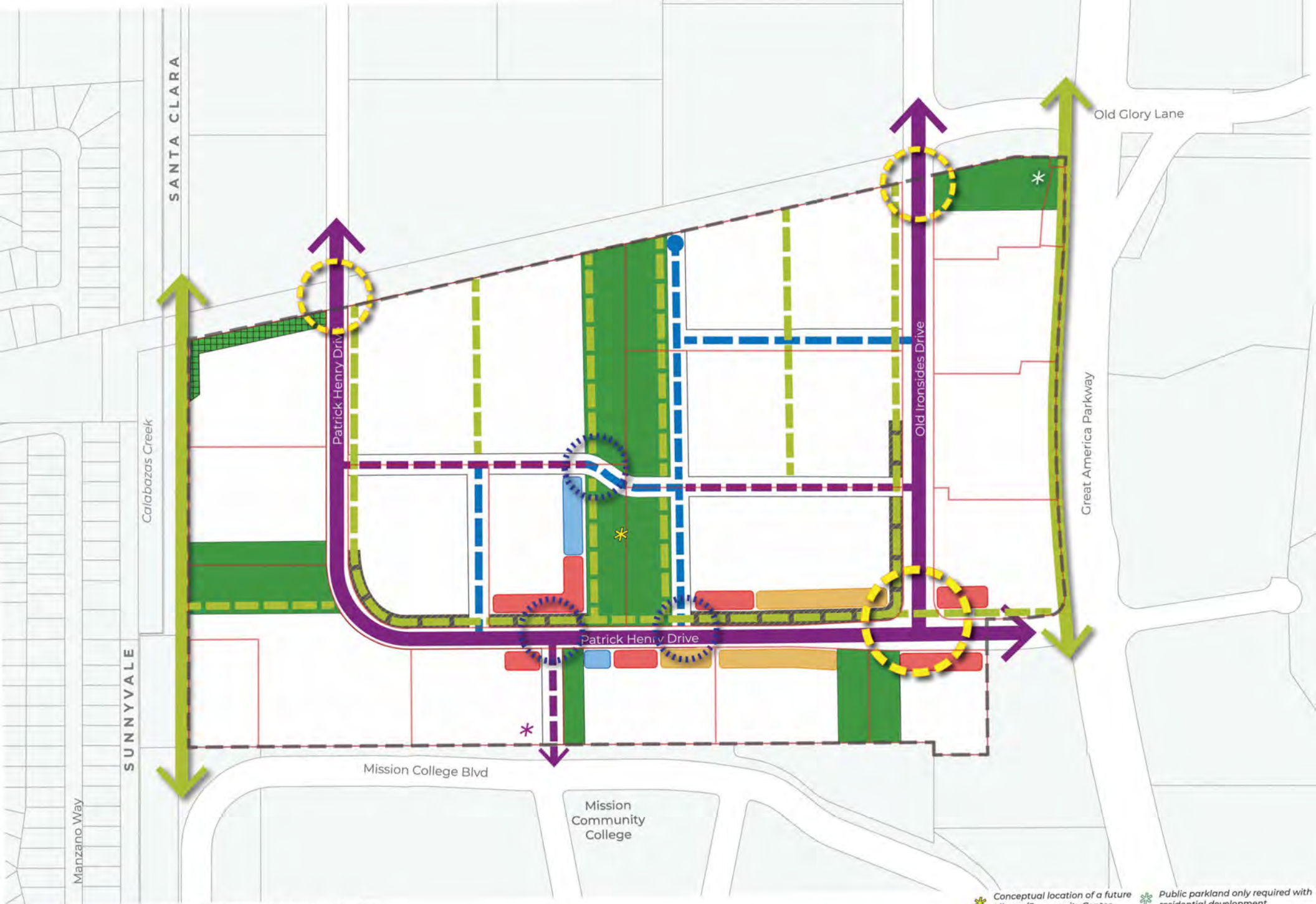
- Very High Density Residential (51-99 du/ac)
- Urban Village (100-149 du/ac)
- Urban Center (120-250 du/ac)

- High Density Flex (60-149 du/ac ; 2.0 FAR)
- Village Residential (60-149 du/ac)
- Potential Trail and Landscape Dedication

Conceptual location of a future Library/Community Center

Public parkland only required with residential development

Proposed roadway is based on pending approval from the College



Urban Design Framework

- Study Area
- Existing Parcel (City of Santa Clara)
- Existing Parcel (Study Area)
- Open Space

- Plaza
- Retail
- Community / Civic
- Flex (Office, Retail)

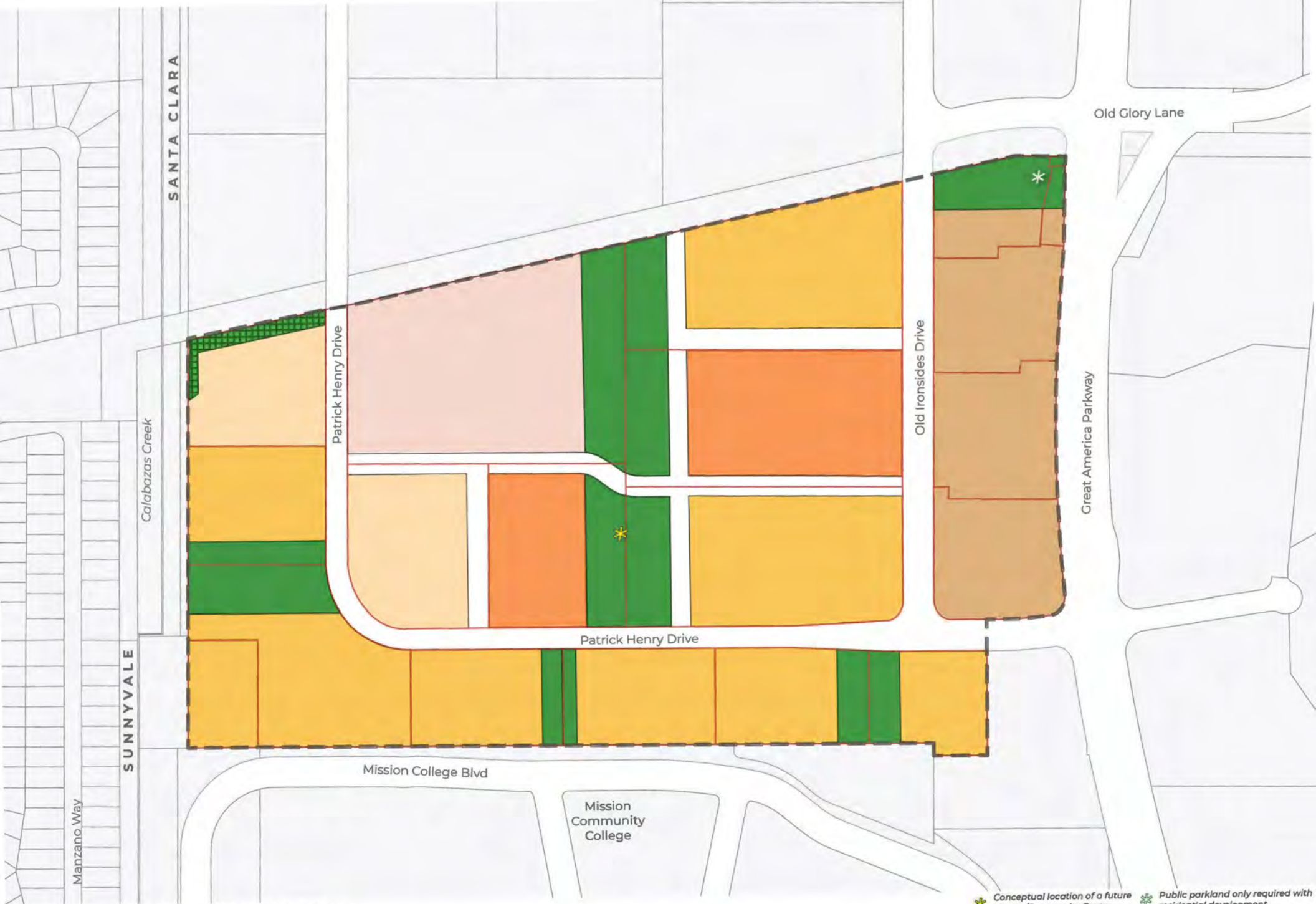
- Potential Trail and Landscape Dedication
- Existing Greenway
- Proposed Greenway
- Slow Street
- Existing Roadway
- Proposed Roadway
- Potential Roadway Alternatives

- Activity Nodes
- Gateways

Conceptual location of a future Library/Community Center

Public parkland only required with residential development

Proposed roadway is based on pending approval from the College



Land Use Designations

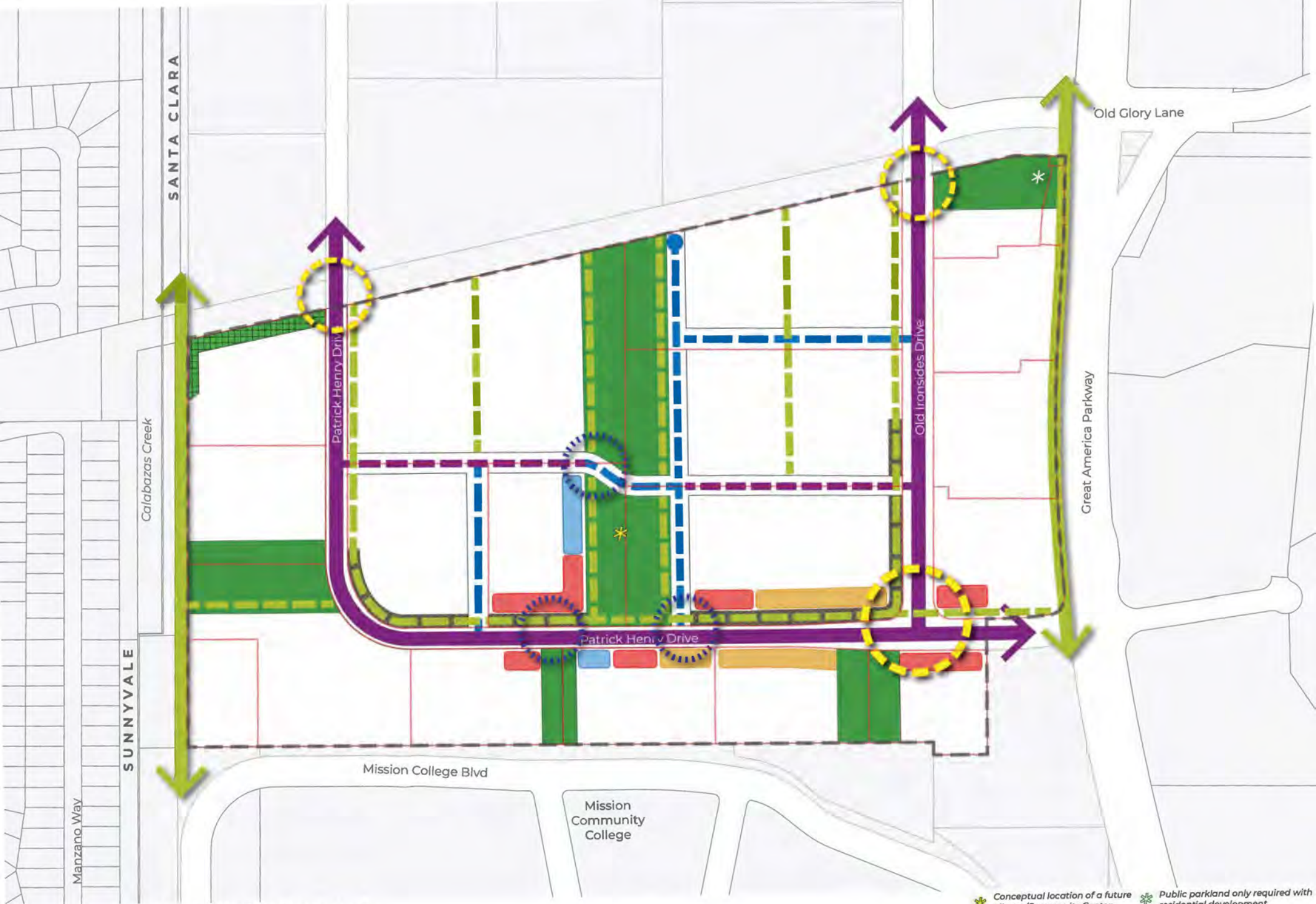
- Study Area
- Existing Parcel (City of Santa Clara)
- Existing Parcel (Study Area)
- Open Space

- Very High Density Residential (51-99 du/ac)
- Urban Village (100-149 du/ac)
- Urban Center (120-250 du/ac)

- High Density Flex (60-149 du/ac ; 2.0 FAR)
- Village Residential (60-149 du/ac)
- Potential Trail and Landscape Dedication

Conceptual location of a future Library/Community Center

Public parkland only required with residential development



Urban Design Framework

- Study Area
- Existing Parcel (City of Santa Clara)
- Existing Parcel (Study Area)
- Open Space

- Plaza
- Retail
- Community / Civic
- Flex (Office, Retail)

- Potential Trail and Landscape Dedication
- Existing Greenway
- Proposed Greenway
- Slow Street
- Existing Roadway
- Proposed Roadway
- Potential Roadway Alternatives

- Activity Nodes
- Gateways

Conceptual location of a future Library/Community Center

Public parkland only required with residential development

Draft EIR for [Patrick Henry Drive Specific Plan | Environmental Review/CEQA | City of Santa Clara \(santaclaraca.gov\)](#)



City of Santa Clara

1500 Warburton Avenue
Santa Clara, CA 95050
santaclaraca.gov
[@SantaClaraCity](https://twitter.com/SantaClaraCity)

Agenda Report

21-24

Agenda Date: 12/7/2021

REPORT TO COUNCIL

SUBJECT

Board, Commissions and Committee Minutes

COUNCIL PILLAR

Enhance Community Engagement and Transparency

RECOMMENDATION

Note and file the Minutes of:

Board of Library Trustees - October 4, 2021

Parks & Recreation Commission - October 19, 2021

Downtown Community Task Force - March 18, 2021

Downtown Community Task Force - March 31, 2021

Downtown Community Task Force - April 15, 2021

Planning Commission - October 27, 2021

Senior Advisory Commission - September 27, 2021

Senior Advisory Commission - October 25, 2021



City of Santa Clara

Meeting Minutes

Board of Library Trustees

10/04/2021

6:00 PM

Virtual Meeting

Pursuant to the provisions of California Governor's Executive Order N-29-20, issued on March 17, 2020, to prevent the spread of COVID-19, the City of Santa Clara has implemented methods for the public to participate remotely:

- Via Zoom:

- o <https://zoom.us/j/96309770871>

Webinar ID: 963 0977 0871 or

- o Phone: 1(669) 900-6833

PUBLIC PARTICIPATION IN ZOOM WEBINAR: Please follow the guidelines below when participating in a Zoom Webinar:

- The meeting will be recorded so you must choose 'continue' to accept and stay in the meeting.
- If there is an option to change the phone number to your name when you enter the meeting, please do so as your name will be visible online and will be used to notify you that it is your turn to speak.
- Mute all other audio before speaking. Using multiple devices can cause an audio feedback.
- Use the raise your hand feature in Zoom when you would like to speak on an item and lower when finished speaking. Press *9 to raise your hand if you are calling in by phone only.
- Identify yourself by name before speaking on an item.
- Unmute when called on to speak and mute when done speaking. If there is background noise coming from a participant, they will be muted by the host. Press *6 if you are participating by phone to unmute.
- If you no longer wish to stay in the meeting once your item has been heard, please exit the meeting.

CALL TO ORDER AND ROLL CALL

Chair Ricossa called the meeting to order at 6:00 pm.

Present 5 - Trustee Leonne Broughman, Trustee Debbie Tryforos, Trustee Jan Hintermeister, Chair Stephen Ricossa, and Vice Chair Jonathon Evans

CONSENT CALENDAR

- 1 [21-1379](#) Action on the Meeting Minutes of September 13, 2021

Recommendation: Approve meeting minutes of September 13, 2021

A motion was made by Trustee Hintermeister, seconded by Trustee Tryforos, to approve the meeting minutes of September 13, 2021. The motion passed.

Aye: 4 - Trustee Tryforos, Trustee Hintermeister, Chair Ricossa, and Vice Chair Evans

Abstained: 1 - Trustee Broughman

- 2 [21-1421](#) Action to accept appropriation of the FY 2021/22 California Library Literacy Services (CLLS) Grant Award for Read Santa Clara, the library's adult and family literacy program

Recommendation: Recommend to accept the total California Library Literacy Services grant award of \$91,026 for Read Santa Clara and approve a FY 2021/22 budget amendment in the Library Operating Grant Trust Fund to recognize grant revenue in the amount of \$91,026 and increase the FY 2021/22 Read Santa Clara appropriation by \$91,026.

Assistant City Manager Bojorquez shared statistics and information illustrating the work Read Santa Clara and their tutors accomplished in fiscal year 2020/2021.

Trustee Hintermeister and **Chair Ricossa** asked for clarification on the budget process related to this agenda item. **Assistant City Manager Bojorquez** noted the item's title erroneously included appropriation text. The agenda item is only to accept the awarding of funds, not to appropriate those funds.

Trustee Hintermeister suggested to modify a motion to read "recommend to accept the total California Library Literacy Services grant award of \$91,026 for Read Santa Clara."

Vice Chair Evans inquired about the grant process and how the Library received more funding than expected this fiscal year. **Assistant City Manager Bojorquez** explained the California State Library was able to provide additional resources to programs across the State.

A motion was made by Trustee Broughman, and seconded with amended wording by Trustee Hintermeister, to recommend to accept the total California Library Literacy Services grant award of \$91,026 for Read Santa Clara. The motion passed.

Aye: 5 - Trustee Broughman, Trustee Tryforos, Trustee Hintermeister, Chair Ricossa, and Vice Chair Evans

PUBLIC PRESENTATIONS

Santa Clara City Library Foundation and Friends Executive Director, JoAnn Davis, spoke of the Foundation's pop-up bookstore at the Westfield Valley Fair mall that occurred during September.

GENERAL BUSINESS

STAFF REPORT

- 3 [21-1428](#) Introduction of New City Librarian and Overview of Board Priorities

Recommendation: No recommendation for this item.

Assistant City Manager Bojorquez introduced **City Librarian Patty Wong** to the **Board of Library Trustees (the Board)**. **City Librarian Wong** invited trustees to share information about their priorities and reasons for joining the Board of Library Trustees.

Trustee Hintermeister voiced his appreciation of the work **Assistant City Manager Bojorquez** accomplished over the past year.

City Librarian Wong spoke of her experience working with library boards to help them develop and become more mission driven.

- 4 [21-1394](#) Library Bookmobile Update

Recommendation: No recommendation for this item

Senior Library Assistant and Bookmobile staff member, Cody Christiaens, provided a recap of Bookmobile services that occurred over the summer of 2021 and informed **the Board** of upcoming events.

Vice Chair Evans inquired which Bookmobile stops were the most popular and which stops reached people who otherwise would not have access to library services. **Senior Library Assistant Christiaens** noted that elementary school stops were the most heavily used and served many children who are not regularly able to go to library branches.

- 5 [21-1396](#) Overview and Preliminary Results of the Library's Restoration of Services Community Survey

Recommendation: No recommendation for this item

Management Analyst Justin Wasterlain presented the initial results of the Library's Restoration of Services Community Survey. The survey was open from September 13, 2021 through September 25, 2021 and collected information from 875 respondents about desired hours and programming.

Trustee Broughman shared a comment from a patron asking the Library to provide more after school hours. **Management Analyst Wasterlain** noted that other survey respondents voiced that opinion as well.

Trustee Hintermeister asked why the Library was not able to dramatically increase its hours. **Assistant City Manager Bojorquez** described how the City has prioritized COVID response services during the pandemic redirecting some Library staff and limiting their availability. **Assistant City Manager Bojorquez** related how the current efforts to fill staff vacancies will provide more ability to sustain additional services in upcoming months.

- 6 [21-1392](#) Verbal Report on Library Programs and Activities

Recommendation: Note and file monthly update on Library activities.

Assistant City Manager Bojorquez gave the Board a brief update of Library activities including:

- an update on the gazebo restoration project in City Plaza Park
- grants from the **Pacific Library Partnership** for "Check out and Code Kits" and the facilitation of equity, diversity and inclusion training
- a grant from **Kaiser Permanente** to increase staff capacity for providing services for people with disabilities through universal design and intentional program planning
- coordination of a photo with the **Board of Library Trustees** for the City calendar
- recruitments for two librarians and the Assistant City Librarian

TRUSTEES REPORT

Trustee Broughman asked for future agenda topics to include information about the partnership with the **Santa Clara County Historical and Genealogical Society** and opportunities to meet the Library's new staff members. Meeting dates for these agenda items are to be determined.

ADJOURNMENT

Trustee Broughman made a motion, seconded by Chair Ricossa, to adjourn the meeting in the memory of Irma LeBlanc. The motion passed.

Aye: 5 - Trustee Broughman, Trustee Tryforos, Trustee Hintermeister, Chair Ricossa, and Vice Chair Evans

The time limit within which to commence any lawsuit or legal challenge to any quasi-adjudicative decision made by the City is governed by Section 1094.6 of the Code of Civil Procedure, unless a shorter limitation period is specified by any other provision. Under Section 1094.6, any lawsuit or legal challenge to any quasi-adjudicative decision made by the City must be filed no later than the 90th day following the date on which such decision becomes final. Any lawsuit or legal challenge, which is not filed within that 90-day period, will be barred. If a person wishes to challenge the nature of the above section in court, they may be limited to raising only those issues they or someone else raised at the meeting described in this notice, or in written correspondence delivered to the City of Santa Clara, at or prior to the meeting. In addition, judicial challenge may be limited or barred where the interested party has not sought and exhausted all available administrative remedies.

If a member of the public submits a speaker card for any agenda items, their name will appear in the Minutes. If no speaker card is submitted, the Minutes will reflect "Public Speaker."

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 ("ADA"), the City of Santa Clara will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities, and will ensure that all existing facilities will be made accessible to the maximum extent feasible. The City of Santa Clara will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities including those with speech, hearing, or vision impairments so they can participate equally in the City's programs, services, and activities. The City of Santa Clara will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all of its programs, services, and activities.

Agendas and other written materials distributed during a public meeting that are public record will be made available by the City in an appropriate alternative format. Contact the City Clerk's Office at 1 408-615-2220 with your request for an alternative format copy of the agenda or other written materials.

Individuals who require an auxiliary aid or service for effective communication, or any other disability-related modification of policies or procedures, or other accommodation, in order to participate in a program, service, or activity of the City of Santa Clara, should contact the City's ADA Coordinator at 408-615-3000 as soon as possible but no later than 48 hours before the scheduled event.



City of Santa Clara

Meeting Minutes

Parks & Recreation Commission

10/19/2021

7:00 PM

Virtual Meeting

Pursuant to the provisions of California Governor's Executive Order N-29-20, issued on March 17, 2020, to prevent the spread of COVID-19, the City of Santa Clara has implemented methods for the public to participate remotely:

Via Zoom:

<https://santaclaraca.zoom.us/j/91316665755>

Meeting ID: 913 1666 5755 or

Phone: (669) 900-6833

The meeting set-up is in line with the recommendations of the COVID-19 White House Task Force, which notes no more than ten (10) people gathering. The Chair will be present for the meeting with the staff liaison and commissioners participating remotely.

CALL TO ORDER AND ROLL CALL

Chair Forte called the Parks & Recreation Commission Meeting to order at 7:00 PM.

Present 6 - Commissioner Andrew Knaack, Commissioner Joe Martinez, Commissioner Dana Caldwell, Commissioner Sajid Hai, Chair Eversley Forte, and Commissioner Kelly Gonzalez

Absent 1 - Vice Chair Burt Field

Commissioner Martinez made a motion, seconded by Commissioner Caldwell to excuse Commissioner Burt Field from today's meeting.

Aye: 6 - Commissioner Knaack, Commissioner Martinez, Commissioner Caldwell, Commissioner Hai, Chair Forte, and Commissioner Gonzalez

Excused: 1 - Vice Chair Field

CONSENT CALENDAR

Commissioner Gonzalez made a motion, seconded by Commissioner Hai to approve the Consent Calendar.

Aye: 4 - Commissioner Caldwell, Commissioner Hai, Chair Forte, and Commissioner Gonzalez

Excused: 1 - Vice Chair Field

Abstained: 2 - Commissioner Knaack, and Commissioner Martinez

- 1.A [21-1382](#) Approve the Parks & Recreation Commission Minutes of September 21, 2021

Recommendation: Approve the Parks & Recreation Commission Minutes of September 21, 2021

PUBLIC PRESENTATIONS

None.

GENERAL BUSINESS

2. [21-1383](#) Recommend Nominee(s) for Consideration as the "Honorary Holiday Tree Lighter 2021" for the Annual Holiday Tree Lighting Ceremony on Friday, December 3, 2021

Recommendation: Recommend a nominee, or nominees to the Mayor for consideration as "Honorary Holiday Tree Lighter 2021."

Commissioner Caldwell made a motion, seconded by Commissioner Gonzales to recommend Simar Kaur, as the 2021 Honorary Holiday Tree Lighter.

Aye: 5 - Commissioner Knaack, Commissioner Caldwell, Commissioner Hai, Chair Forte, and Commissioner Gonzalez

Nay: 1 - Commissioner Martinez

Excused: 1 - Vice Chair Field

3. [21-1384](#) Parks & Recreation Commission Work Plan Goals for FY2021/22

Recommendation: Report on progress on the Parks & Recreation Commission Work Plan Goals for FY 2021/22 and appoint subcommittee(s) as needed.

On October 19, the Commission received an update on Work Plan Goals B-1 and B-2, regarding the conclusion of community outreach for Westwood Oaks Park Playground rehabilitation project, and the continuation of design work for the Gazebo Project at City Plaza Park, and the Fairway Glen Park Restroom project. The subcommittee for Work Plan Goal D met and walked around the proposed 30+ acre park site. They noted the topography, views, and windy nature of the site. The subcommittee initiated a discussion about potential methods of conducting extensive and robust outreach.

STAFF REPORT

Deputy Director Seale provided a brief update regarding continued progress on multiple park projects including ongoing plan review for the All-inclusive Magical Bridge Playground. The City of Santa Clara continues to experience the effects of the severe drought. There is a mandate at the state level to reduce water consumption by 15% based. The Commission should expect a presentation at the November meeting from the Water and Sewer Department about strategies and tips to reduce water consumption.

Recreation Manager Castro reported that all facilities are open, programming is happening about approximately 60% capacity. The Department is currently hiring part time staff to operate additional programming. The Winter Program sessions are being planned. Upcoming events include Halloween on Saturday, October 30, 1:00 - 4:00 PM at the Youth Activity Center and the Holiday Tree Lighting on Friday, December 3 at Central Park.

Director James Teixeira advised that more details on park projects will be forthcoming at the November Parks & Recreation Commission meeting.

COMMISSIONERS REPORT

Commissioner Caldwell: Attended the community outreach meeting at Westwood Oaks Park, and the subcommittee meeting at the proposed 30+ acre park site.

Commissioner Forte: Visited Bowers Park and getting back to a skate routine.

Commissioner Gonzalez: Visited the proposed 30+ acre park site, Santa Clara Youth Soccer Park and Henry Schmidt Park.

Commissioner Hai: Visited the proposed 30+ acre park site (love the rolling hills) and Central Park.

Commissioner Knaack: Attended the community outreach meeting at Westwood Oaks Community, and visited Central Park, Mary Gomez Park, Bill Wilson Jr. Park, Homeridge Park, Earl R. Carmichael Park, Maywood Park, Westwood Oaks Park, Jenny Strand Park, Live Oak Park, Youth Soccer Park, Ulistac Natural Area, Lick Mill Park, and Fairway Glen Park.

Commissioner Martinez: Visited the Senior Center, Henry Schmidt Park, Raymond G. Gamma, Dog Park, and drove by Rotary Park and Warburton Park which are not in good shape.

ADJOURNMENT

Commissioner Knaack made a motion, seconded by Commissioner Caldwell, to adjourn the meeting until the next regularly held Parks & Recreation Commission meeting at 7:00 PM on Tuesday, November 16, 2021.

Aye: 6 - Commissioner Knaack, Commissioner Martinez, Commissioner Caldwell, Commissioner Hai, Chair Forte, and Commissioner Gonzalez

Excused: 1 - Vice Chair Field

The time limit within which to commence any lawsuit or legal challenge to any quasi-adjudicative decision made by the City is governed by Section 1094.6 of the Code of Civil Procedure, unless a shorter limitation period is specified by any other provision. Under Section 1094.6, any lawsuit or legal challenge to any quasi-adjudicative decision made by the City must be filed no later than the 90th day following the date on which such decision becomes final. Any lawsuit or legal challenge, which is not filed within that 90-day period, will be barred. If a person wishes to challenge the nature of the above section in court, they may be limited to raising only those issues they or someone else raised at the meeting described in this notice, or in written correspondence delivered to the City of Santa Clara, at or prior to the meeting. In addition, judicial challenge may be limited or barred where the interested party has not sought and exhausted all available administrative remedies.

If a member of the public submits a speaker card for any agenda items, their name will appear in the Minutes. If no speaker card is submitted, the Minutes will reflect "Public Speaker."

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 ("ADA"), the City of Santa Clara will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities, and will ensure that all existing facilities will be made accessible to the maximum extent feasible. The City of Santa Clara will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities including those with speech, hearing, or vision impairments so they can participate equally in the City's programs, services, and activities. The City of Santa Clara will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all of its programs, services, and activities.

Agendas and other written materials distributed during a public meeting that are public record will be made available by the City in an appropriate alternative format. Contact the City Clerk's Office at 1 408-615-2220 with your request for an alternative format copy of the agenda or other written materials.

Individuals who require an auxiliary aid or service for effective communication, or any other disability-related modification of policies or procedures, or other accommodation, in order to participate in a program, service, or activity of the City of Santa Clara, should contact the City's ADA Coordinator at 408-615-3000 as soon as possible but no later than 48 hours before the scheduled event.



City of Santa Clara

Meeting Minutes

Downtown Community Task Force

03/18/2021

6:00 PM

Zoom Webinar

Pursuant to the provisions of California Governor's Executive Order N-29-20, issued on March 17, 2020, to prevent the spread of COVID-19, the City of Santa Clara has implemented the following method for the public to participate remotely:

- Via Zoom:
 - o <https://santaclaraca.zoom.us/j/91975789377>
Meeting ID: 919 7578 9377 or
 - o Phone: 1(669) 900-6833

CALL TO ORDER AND ROLL CALL

The DCTF Chair, Adam Thompson called the meeting to order at 6:03 p.m.

Present 7 - Adam Thompson, Dan Ondrasek, Rob Mayer, Debra von Huene, Ana Vargas-Smith, Mathew Reed, and Butch Coyne

Absent 2 - Atisha Varshney, and Chan Thai

A motion was made by Member Coyne to excuse Member Varsheny from the meeting. The motion was seconded by Vice Chair Ondrasek.

Aye: 7 - Thompson, Ondrasek, Mayer, von Huene, Vargas-Smith, Reed, and Coyne

Absent: 2 - Varshney, and Thai

A motion was made by Member Coyne to excuse Member Thai from the meeting. The motion was seconded by Member von Huene.

Aye: 7 - Thompson, Ondrasek, Mayer, von Huene, Vargas-Smith, Reed, and Coyne

Absent: 2 - Varshney, and Thai

CONSENT CALENDAR

A motion was made by Member Coyne and seconded by Vice Chair Ondrasek to approve the consent calendar.

Aye: 7 - Thompson, Ondrasek, Mayer, von Huene, Vargas-Smith, Reed, and Coyne

Absent: 2 - Varshney, and Thai

- 1.A [21-406](#) Downtown Community Task Force (DCTF) Meeting Minutes of the February 3, 2021 Special Meeting.

Recommendation: Approve the DCTF Meeting Minutes of the February 3, 2021 Special Meeting

- 1.B [21-407](#) Downtown Community Task Force (DCTF) Meeting Minutes of the February 18, 2021 Meeting.

Recommendation: Approve the DCTF Meeting Minutes of the February 18, 2021 Meeting.

GENERAL BUSINESS

2. [21-428](#) Discussion on the DCTF's request for scope of work additions for the Downtown Precise Plan

Recommendation: There is no staff recommendation.

A motion was made by Member von Huene and seconded by Vice Chair Ondrasek to continue the item to a Special Meeting on March 31, 2021 at 7 pm.

Aye: 7 - Thompson, Ondrasek, Mayer, von Huene, Vargas-Smith, Reed, and Coyne

Absent: 2 - Varshney, and Thai

3. [21-408](#) Consultant presentation of the Preferred Land Use Plan

Recommendation: There is no staff recommendation

No action was taken. The DCTF provided their comments on the Draft Preferred Plan to the consultant.

PUBLIC PRESENTATIONS

There were no public presentations.

ADJOURNMENT

A motion was made by Member Coyne, and seconded by Member von Huene to adjourn the meeting at 8:50 p.m.

The next meeting is scheduled for Thursday, April 15, 2021 at 6 p.m.

Aye: 6 - Thompson, Mayer, von Huene, Vargas-Smith, Reed, and Coyne

Nay: 1 - Ondrasek

Absent: 2 - Varshney, and Thai

The time limit within which to commence any lawsuit or legal challenge to any quasi-adjudicative decision made by the City is governed by Section 1094.6 of the Code of Civil Procedure, unless a shorter limitation period is specified by any other provision. Under Section 1094.6, any lawsuit or legal challenge to any quasi-adjudicative decision made by the City must be filed no later than the 90th day following the date on which such decision becomes final. Any lawsuit or legal challenge, which is not filed within that 90-day period, will be barred. If a person wishes to challenge the nature of the above section in court, they may be limited to raising only those issues they or someone else raised at the meeting described in this notice, or in written correspondence delivered to the City of Santa Clara, at or prior to the meeting. In addition, judicial challenge may be limited or barred where the interested party has not sought and exhausted all available administrative remedies.

If a member of the public submits a speaker card for any agenda items, their name will appear in the Minutes. If no speaker card is submitted, the Minutes will reflect "Public Speaker."

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 ("ADA"), the City of Santa Clara will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities, and will ensure that all existing facilities will be made accessible to the maximum extent feasible. The City of Santa Clara will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities including those with speech, hearing, or vision impairments so they can participate equally in the City's programs, services, and activities. The City of Santa Clara will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all of its programs, services, and activities.

Agendas and other written materials distributed during a public meeting that are public record will be made available by the City in an appropriate alternative format. Contact the City Clerk's Office at 1 408-615-2220 with your request for an alternative format copy of the agenda or other written materials.

Individuals who require an auxiliary aid or service for effective communication, or any other disability-related modification of policies or procedures, or other accommodation, in order to participate in a program, service, or activity of the City of Santa Clara, should contact the City's ADA Coordinator at 408-615-3000 as soon as possible but no later than 48 hours before the scheduled event.



City of Santa Clara

Meeting Minutes

Downtown Community Task Force

03/31/2021

7:00 PM

Zoom Webinar

Pursuant to the provisions of California Governor's Executive Order N-29-20, issued on March 17, 2020, to prevent the spread of COVID-19, the City of Santa Clara has implemented the following method for the public to participate remotely:

Via Zoom:

- <https://santaclaraca.zoom.us/j/95518131376>
Webinar ID: 955 1813 1376

- Phone: 1-669-900-6833

NOTICE IS HEREBY GIVEN that, pursuant to the provisions of California Government Code §54956 ("The Brown Act"), the Mayor calls for a Special Meeting of the Downtown Community Task Force to commence and convene on March 31, 2021, at 7:00 pm for a Special Meeting, to consider the following matter(s) and to potentially take action with respect to them.

CALL TO ORDER AND ROLL CALL

The DCTF Chair, Adam Thompson called the meeting to order at 6:00 p.m.

Present 8 - Adam Thompson, Dan Ondrasek, Rob Mayer, Debra von Huene, Ana Vargas-Smith, Butch Coyne, Atisha Varshney, and Chan Thai

Absent 1 - Mathew Reed

A motion was made by Vice Chair Ondrasek to excuse Member Reed from the meeting. The motion was seconded by Member Coyne.

Aye: 8 - Thompson, Ondrasek, Mayer, von Huene, Vargas-Smith, Coyne, Varshney, and Thai

Absent: 1 - Reed

CONSENT CALENDAR

There were no items.

GENERAL BUSINESS

1. [21-504](#) Discussion on the budget and scope of work for the Downtown Precise Plan. Item continued from the March 18, 2021 meeting.

Recommendation: There is no staff recommendation.

The DCTF discussed the item and prioritized their top three tasks of 10 that they would like to add to the Precise Plan Scope of Work, pending budget allocation. The three top tasks included; (1) Form Based Zoning Code; (2) Area Development Impact Fee Program; and (3) Downtown Management Entity.

PUBLIC PRESENTATIONS

There were no public presentations.

ADJOURNMENT

A motion was made by Vice Chair Ondrasek, and seconded by Member Varshney to adjourn the meeting at 9:05 p.m.

Aye: 8 - Thompson, Ondrasek, Mayer, von Huene, Vargas-Smith, Coyne, Varshney, and Thai

Excused: 1 - Reed

The time limit within which to commence any lawsuit or legal challenge to any quasi-adjudicative decision made by the City is governed by Section 1094.6 of the Code of Civil Procedure, unless a shorter limitation period is specified by any other provision. Under Section 1094.6, any lawsuit or legal challenge to any quasi-adjudicative decision made by the City must be filed no later than the 90th day following the date on which such decision becomes final. Any lawsuit or legal challenge, which is not filed within that 90-day period, will be barred. If a person wishes to challenge the nature of the above section in court, they may be limited to raising only those issues they or someone else raised at the meeting described in this notice, or in written correspondence delivered to the City of Santa Clara, at or prior to the meeting. In addition, judicial challenge may be limited or barred where the interested party has not sought and exhausted all available administrative remedies.

If a member of the public submits a speaker card for any agenda items, their name will appear in the Minutes. If no speaker card is submitted, the Minutes will reflect "Public Speaker."

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 ("ADA"), the City of Santa Clara will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities, and will ensure that all existing facilities will be made accessible to the maximum extent feasible. The City of Santa Clara will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities including those with speech, hearing, or vision impairments so they can participate equally in the City's programs, services, and activities. The City of Santa Clara will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all of its programs, services, and activities.

Agendas and other written materials distributed during a public meeting that are public record will be made available by the City in an appropriate alternative format. Contact the City Clerk's Office at 1 408-615-2220 with your request for an alternative format copy of the agenda or other written materials.

Individuals who require an auxiliary aid or service for effective communication, or any other disability-related modification of policies or procedures, or other accommodation, in order to participate in a program, service, or activity of the City of Santa Clara, should contact the City's ADA Coordinator at 408-615-3000 as soon as possible but no later than 48 hours before the scheduled event.



City of Santa Clara

Meeting Minutes

Downtown Community Task Force

04/15/2021

6:00 PM

Zoom Webinar

Pursuant to the provisions of California Governor's Executive Order N-29-20, issued on March 17, 2020, to prevent the spread of COVID-19, the City of Santa Clara has implemented the following method for the public to participate remotely:

Via Zoom:

o <https://santaclaraca.zoom.us/j/91975789377>

Meeting ID: 919 7578 9377

or

o Phone: 1(669) 900-6833

CALL TO ORDER AND ROLL CALL

The DCTF Chair, Adam Thompson called the meeting to order at 6:00 p.m.

Present 8 - Adam Thompson, Dan Ondrasek, Debra von Huene, Ana Vargas-Smith, Mathew Reed, Butch Coyne, Atisha Varshney, and Chan Thai

Absent 1 - Rob Mayer

A motion was made by Member von Huene to excuse Member Mayer from the meeting. The motion was seconded by Member Varshney.

Aye: 8 - Thompson, Ondrasek, von Huene, Vargas-Smith, Reed, Coyne, Varshney, and Thai

Absent: 1 - Mayer

CONSENT CALENDAR

There were no items on the consent calendar.

GENERAL BUSINESS

1. Surplus Land Act Discussion
2. Community Outreach Plan Discussion

PUBLIC PRESENTATIONS

There were no public presentations.

ADJOURNMENT

A motion was made by Member Coyne, and seconded by Member Thai to adjourn the meeting at 7:11 p.m.

The next meeting is scheduled for Thursday, May 20, 2021 at 6 p.m.

Aye: 8 - Thompson, Ondrasek, von Huene, Vargas-Smith, Reed, Coyne, Varshney, and Thai

Excused: 1 - Mayer

The time limit within which to commence any lawsuit or legal challenge to any quasi-adjudicative decision made by the City is governed by Section 1094.6 of the Code of Civil Procedure, unless a shorter limitation period is specified by any other provision. Under Section 1094.6, any lawsuit or legal challenge to any quasi-adjudicative decision made by the City must be filed no later than the 90th day following the date on which such decision becomes final. Any lawsuit or legal challenge, which is not filed within that 90-day period, will be barred. If a person wishes to challenge the nature of the above section in court, they may be limited to raising only those issues they or someone else raised at the meeting described in this notice, or in written correspondence delivered to the City of Santa Clara, at or prior to the meeting. In addition, judicial challenge may be limited or barred where the interested party has not sought and exhausted all available administrative remedies.

If a member of the public submits a speaker card for any agenda items, their name will appear in the Minutes. If no speaker card is submitted, the Minutes will reflect "Public Speaker."

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 ("ADA"), the City of Santa Clara will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities, and will ensure that all existing facilities will be made accessible to the maximum extent feasible. The City of Santa Clara will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities including those with speech, hearing, or vision impairments so they can participate equally in the City's programs, services, and activities. The City of Santa Clara will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all of its programs, services, and activities.

Agendas and other written materials distributed during a public meeting that are public record will be made available by the City in an appropriate alternative format. Contact the City Clerk's Office at 1 408-615-2220 with your request for an alternative format copy of the agenda or other written materials.

Individuals who require an auxiliary aid or service for effective communication, or any other disability-related modification of policies or procedures, or other accommodation, in order to participate in a program, service, or activity of the City of Santa Clara, should contact the City's ADA Coordinator at 408-615-3000 as soon as possible but no later than 48 hours before the scheduled event.



City of Santa Clara

Meeting Minutes

Planning Commission

10/27/2021

6:00 PM

Virtual Meeting

Pursuant to California Government Code section 54953(e) and City of Santa Clara Resolution 21-9013, the Planning Commission meeting will be held by teleconference only. No physical location will be available for this meeting; however, the City of Santa Clara continues to provide methods for the public to participate remotely:

- Via Zoom:
 - o <https://santaclaraca.zoom.us/j/91729202898>
 - Webinar ID: 917 2920 2898 or
 - o Phone: 1(669) 900-6833
- Via the City's eComment (available during the meeting)

The public may view the meetings on SantaClaraCA.gov, Santa Clara City Television (Comcast cable channel 15 or AT&T U-verse channel 99), or the livestream on the City's YouTube channel or Facebook page.

Public Comments prior to meeting may be submitted via email to PlanningPublicComment@SantaClaraCA.gov no later than noon on the day of the meeting; and also before and during the meeting via eComment. Clearly indicate the project address, meeting body, and meeting date in the email.

PUBLIC PARTICIPATION IN ZOOM WEBINAR: Please follow the guidelines below when participating in a Zoom Webinar:

- The meeting will be recorded so you must choose 'continue' to accept and stay in the meeting.
- If there is an option to change the phone number to your name when you enter the meeting, please do so as your name will be visible online and will be used to notify you that it is your turn to speak.
- Mute all other audio before speaking. Using multiple devices can cause an audio feedback.
- Use the raise your hand feature in Zoom when you would like to speak on an item and lower when finished speaking. Press *9 to raise your hand if you are calling in by phone only.
- Identify yourself by name before speaking on an item.
- Unmute when called on to speak and mute when done speaking. If there is background noise coming from a participant, they will be muted by the host. Press *6 if you are participating by phone to unmute.
- If you no longer wish to stay in the meeting once your item has been heard, please exit the meeting.

6:00 PM REGULAR MEETING**Call to Order**

Chair Biagini called the meeting to order at 6:00 p.m.

Pledge of Allegiance and Statement of Values**Roll Call**

Chair Biagini announced that due to a work commitment, **Commissioner Ikezi** would be joining the meeting late.

Present 6 - Chair Nancy A. Biagini, Vice Chair Priya Cherukuru, Commissioner Ricci Herro, Commissioner Qian Huang, Commissioner Lance Saleme, and Commissioner Yashraj Bhatnagar

Absent 1 - Commissioner Yuki Ikezi

DECLARATION OF COMMISSION PROCEDURES

Secretary Herro read the Declaration of Commission Procedures.

CONTINUANCES/EXCEPTIONS

None.

CONSENT CALENDAR

Motion was made by Commissioner Herro, seconded by Commissioner Huang to approve the consent calendar.

Aye: 6 - Chair Biagini, Vice Chair Cherukuru, Commissioner Herro, Commissioner Huang, Commissioner Saleme, and Commissioner Bhatnagar

Absent: 1 - Commissioner Ikezi

1.A [21-1521](#) Planning Commission Meeting Minutes of October 13, 2021 Meeting

Recommendation: Approve the Planning Commission Minutes of the October 13, 2021 Meeting

1.B [21-1418](#) Action to amend existing Use Permit (PLN2017-12796) for ABC License Type 41 for NVIDIA corporate campus at 2788-2888 San Tomas Expressway

Recommendation: Adopt a resolution approving the amendment to the existing Use Permit for the sale and consumption of beer and wine (ABC License Type 41) on the NVIDIA corporate campus located at 2788-2888 San Tomas Expressway, subject to conditions of approval.

PUBLIC PRESENTATIONS

None.

PUBLIC HEARING**2. [21-1530](#) Zoning Code Update Orientation**

Recommendation: Principal Planner John Davidson will provide an orientation to the draft updated Zoning Code.

Principal Planner John Davidson provided a PowerPoint presentation as an overview of the main topics addressed in the Zoning Code Update.

Commissioners asked clarifying questions on various aspects of the Zoning Code Update.

A motion was made by Commissioner Cherukuru, seconded by Commissioner Huang to close public hearing.

Aye: 6 - Chair Biagini, Vice Chair Cherukuru, Commissioner Herro, Commissioner Huang, Commissioner Saleme, and Commissioner Bhatnagar

Absent: 1 - Commissioner Ikezi

REPORTS OF COMMISSION/BOARD LIAISON AND COMMITTEE:**1. Announcements/Other Items**

None.

2. Commissioner Travel and Training Reports, Requests to attend Trainings

None.

DIRECTOR OF COMMUNITY DEVELOPMENT REPORTS:**1. Planning Commission Budget Update**

Staff Liaison, Development Review Officer Gloria Sciara provided a budget update.

2. Upcoming Agenda Items

Assistant Director of Community Development Reena Brilliot provided updates.

Staff announced that Commissioner Ikezi joined the meeting at 7:11 p.m.

3. City Council Actions

Staff Liaison, Development Review Officer Gloria Sciara provided updates.

ADJOURNMENT:

A motion was made by Commissioner Cherukuru, seconded by Commissioner Saleme to adjourn the meeting.

The meeting adjourned at 7:15 p.m.

The next regularly scheduled meeting is Wednesday, November 17, 2021 at 6 p.m.

Aye: 7 - Chair Biagini, Vice Chair Cherukuru, Commissioner Herro, Commissioner Huang, Commissioner Ikezi, Commissioner Saleme, and Commissioner Bhatnagar

The time limit within which to commence any lawsuit or legal challenge to any quasi-adjudicative decision made by the City is governed by Section 1094.6 of the Code of Civil Procedure, unless a shorter limitation period is specified by any other provision. Under Section 1094.6, any lawsuit or legal challenge to any quasi-adjudicative decision made by the City must be filed no later than the 90th day following the date on which such decision becomes final. Any lawsuit or legal challenge, which is not filed within that 90-day period, will be barred. If a person wishes to challenge the nature of the above section in court, they may be limited to raising only those issues they or someone else raised at the meeting described in this notice, or in written correspondence delivered to the City of Santa Clara, at or prior to the meeting. In addition, judicial challenge may be limited or barred where the interested party has not sought and exhausted all available administrative remedies.

If a member of the public submits a speaker card for any agenda items, their name will appear in the Minutes. If no speaker card is submitted, the Minutes will reflect "Public Speaker."

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 ("ADA"), the City of Santa Clara will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities, and will ensure that all existing facilities will be made accessible to the maximum extent feasible. The City of Santa Clara will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities including those with speech, hearing, or vision impairments so they can participate equally in the City's programs, services, and activities. The City of Santa Clara will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all of its programs, services, and activities.

Agendas and other written materials distributed during a public meeting that are public record will be made available by the City in an appropriate alternative format. Contact the City Clerk's Office at 1 408-615-2220 with your request for an alternative format copy of the agenda or other written materials.

Individuals who require an auxiliary aid or service for effective communication, or any other disability-related modification of policies or procedures, or other accommodation, in order to participate in a program, service, or activity of the City of Santa Clara, should contact the City's ADA Coordinator at 408-615-3000 as soon as possible but no later than 48 hours before the scheduled event.



City of Santa Clara

Meeting Minutes

Senior Advisory Commission

09/27/2021

10:00 AM

Virtual Meeting

Pursuant to the provisions of California Governor's Executive Order N-29-20, issued on March 17, 2020, to prevent the spread of COVID-19, the City of Santa Clara has implemented methods for the public to participate remotely.

Join from a PC, Mac, iPad, iPhone or Android device:

Please click this URL to join: <https://santaclaraca.zoom.us/j/97590069803>

Or join by phone: Dial 1-669-900-6833

Webinar ID: 975 9006 9803

International numbers available: <https://santaclaraca.zoom.us/j/abuhH0eDsx>

The meeting set-up is in line with the recommendations of the COVID-19 White House Task Force, which notes no more than ten (10) people gathering. The Chair will be present for the meeting with the staff liaison and commissioners participating remotely.

CALL TO ORDER AND ROLL CALL

The meeting was called to order by Chair Grant McCauley at 10:30 a.m.

Present 5 - Commissioner Wanda Buck, Commissioner Judy Hubbard, Chair Grant L. McCauley, Vice Chair Nancy Toledo, and Commissioner Helen Narciso

Absent 1 - Commissioner Alex Mackenzie

CONSENT CALENDAR

1.A [21-1238](#) Senior Advisory Commission Minutes of August 23, 2021

Recommendation: Approve the Senior Advisory Commission Minutes of August 23, 2021.

A motion was made by Commissioner Buck, seconded by Commissioner Toledo, to approve the Senior Advisory Commission minutes from August, 23, 2021

Aye: 5 - Commissioner Buck, Commissioner Hubbard, Chair McCauley, Vice Chair Toledo, and Commissioner Narciso

Absent: 1 - Commissioner Mackenzie

1.B [21-968](#) Senior Advisory Commission Calendar of Meetings for 2022

Recommendation: Recommend that Council Approve the Senior Advisory Commission Calendar of Meetings for 2022.

A motion was made by Chair McCauley, seconded by Commissioner Narciso, to approve the Senior Advisory Commission Calendar of Meetings for 2022.

Aye: 5 - Commissioner Buck, Commissioner Hubbard, Chair McCauley, Vice Chair Toledo, and Commissioner Narciso

Absent: 1 - Commissioner Mackenzie

PUBLIC PRESENTATIONS

None

GENERAL BUSINESS

2. [21-1239](#) Senior Advisory Commission Work Plan & Goals for FY2021/22

Relating to goal 1 - Advocate for Affordable and Convenient Housing:

1.a. - **Recreation Supervisor Herb** informed the Commission that the Senior Center October Newsletter article will provide information and the link to the City of Santa Clara Housing and Resources Guide, regarding current affordable housing opportunities in Santa Clara as well as upcoming projects.

1.b. - **Recreation Supervisor Herb** informed the Commission that the Senior Center October Newsletter article will be: "Tips for calling properties that offer existing affordable housing and questions to ask property managers when doing your search", to assist older adults when looking for rental assistance properties.

1.c. - **Commissioner Hubbard** informed the Commission that she'd be interested in attending the Housing Commission meetings when the Commission is formed and begins holding meetings. **Council Member Chahal** informed the Commission that City Council had approved the formation of the Housing Commission, with the start date to be determined.

2.a. - **Commissioner Buck and Commissioner Narciso** - expressed an interest in having the December presentation topic be a continuation of the "Navigating the Next Normal" conversation presented by Kaiser Permanente. **Recreation Supervisor Herb** will work with **Health & Wellness Coordinator Mallory von Kugelgen** to schedule the presentation.

2.b. - **Recreation Supervisor Herb** - confirmed the Health & Wellness Fair will take place on Friday, May 20, 2022. Planning meetings will begin in November.

2.c. - No report at this time since there have been no ADA Committee meetings.

STAFF REPORT

Recreation Supervisor Herb - reported on the following:

- Senior Center updates.
- Senior Advisory Commission vacancy has yet to be filled.
- International Swim Center (ISC) opens today. All programming from Warburton Pool will be back at ISC.
- City Hall to reopen partially on October 4.

Recreation Manager Castro - reported on the following:

- The Parks & Recreation Department held a Community Outreach meeting at Westwood Oaks Park on September 25. An online survey is available to the public from September 22 - October 11 and can be found at: https://www.opentownhall.com/portals/98/Issue_11100

Council Member Chahal - reported on the following:

- Commission interviews will take place on October 5.
- Commissions are being asked to submit their Commission photo for the City Calendar.

COMMISSIONERS REPORT

Commissioner Buck - shared that former Commissioner ArLyne Diamond past away on September 17.

Commissioner Toledo - expressed her appreciation of the Howdy Packet published by the Health & Wellness Program. She found the Alzheimer - dementia information and was super helpful, and the Fall Prevention Awareness Presentation extremely valuable.

Commissioner Narciso - shared her appreciation for the Howdy Packet which provided her with information about "Get a Cane," an organization who accepts donations of walkers, wheel chairs, and canes. The organization comes to your house and picks up the items.

Commissioner McCauley - informed the Commission that he attended the Age-Friendly Cities Collaborative meeting on August 25. He reported that the state of California had received the Age-Friendly Status. He shared that each city gave an update and he was surprised at the similarities between cities.

ADJOURNMENT

A motion was made by Commissioner Hubbard, seconded by Commissioner Narciso, that the meeting be adjourned at 11:20 a.m.

Aye: 5 - Commissioner Buck, Commissioner Hubbard, Chair McCauley, Vice Chair Toledo, and Commissioner Narciso

Absent: 1 - Commissioner Mackenzie

The time limit within which to commence any lawsuit or legal challenge to any quasi-adjudicative decision made by the City is governed by Section 1094.6 of the Code of Civil Procedure, unless a shorter limitation period is specified by any other provision. Under Section 1094.6, any lawsuit or legal challenge to any quasi-adjudicative decision made by the City must be filed no later than the 90th day following the date on which such decision becomes final. Any lawsuit or legal challenge, which is not filed within that 90-day period, will be barred. If a person wishes to challenge the nature of the above section in court, they may be limited to raising only those issues they or someone else raised at the meeting described in this notice, or in written correspondence delivered to the City of Santa Clara, at or prior to the meeting. In addition, judicial challenge may be limited or barred where the interested party has not sought and exhausted all available administrative remedies.

If a member of the public submits a speaker card for any agenda items, their name will appear in the Minutes. If no speaker card is submitted, the Minutes will reflect "Public Speaker."

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 ("ADA"), the City of Santa Clara will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities, and will ensure that all existing facilities will be made accessible to the maximum extent feasible. The City of Santa Clara will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities including those with speech, hearing, or vision impairments so they can participate equally in the City's programs, services, and activities. The City of Santa Clara will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all of its programs, services, and activities.

Agendas and other written materials distributed during a public meeting that are public record will be made available by the City in an appropriate alternative format. Contact the City Clerk's Office at 1 408-615-2220 with your request for an alternative format copy of the agenda or other written materials.

Individuals who require an auxiliary aid or service for effective communication, or any other disability-related modification of policies or procedures, or other accommodation, in order to participate in a program, service, or activity of the City of Santa Clara, should contact the City's ADA Coordinator at 408-615-3000 as soon as possible but no later than 48 hours before the scheduled event.



City of Santa Clara

Meeting Minutes

Senior Advisory Commission

10/25/2021

10:00 AM

Virtual Meeting

Pursuant to the provisions of AB 361, signed by the Governor on September 16, 2021, to prevent the spread of COVID-19, the City of Santa Clara has implemented methods for the public to participate remotely:

Join from a PC, Mac, iPad, iPhone or Android device:

Please click this URL to join: <https://santaclaraca.zoom.us/j/97590069803>

Or join by phone: Dial 1-669-900-6833

Webinar ID: 975 9006 9803

International numbers available: <https://santaclaraca.zoom.us/u/abuhH0eDsx>

CALL TO ORDER AND ROLL CALL

The meeting was called to order by Chair Grant McCauley at 10:04 a.m.

Present 4 - Commissioner Wanda Buck, Chair Grant L. McCauley, Vice Chair Nancy Toledo, and Commissioner James Hohenshelt

Absent 2 - Commissioner Judy Hubbard, and Commissioner Helen Narciso

A motion was made by Commissioner Buck, seconded by Commissioner Hohenshelt to excuse Commissioners Hubbard and Narciso.

Aye: 4 - Commissioner Buck, Chair McCauley, Vice Chair Toledo, and Commissioner Hohenshelt

Excused: 2 - Commissioner Hubbard, and Commissioner Narciso

CONSENT CALENDAR

1.A [21-1460](#) Senior Advisory Commission Minutes of September 27, 2021

Recommendation: Approve the Senior Advisory Commission Minutes of September 27, 2021.

Quorum not reached. Deferred to November meeting

PUBLIC PRESENTATIONS

GENERAL BUSINESS

2. [21-1461](#) Senior Advisory Commission Work Plan & Goals for FY2021/22

Relating to Goal 1 - Advocate for Affordable and Convenient Housing:

1.a & b. - **Recreation Supervisor Herb** shared with the Commission that the October Senior Center Newsletter article regarding Affordable House and Rental Assistance was on page 2, offering Tips for calling properties that offer existing affordable housing and questions to ask property managers when doing your search. The article also provided information on the City of Santa Clara Housing Resources Guide and upcoming senior housing developments in Santa Clara.

1.c. - **Council Member Jain** informed the Commission that the Housing Commission has not yet been created. The Commission shared their interest in attending the meetings once the Commission has been formed.

Relating to Goal 2 - Develop Opportunities to Promote Health, Wellness, and Nutrition:

2.a. - **Recreation Supervisor Herb** informed the Commission that the presentation on "Coping in a New Phase" will be a hybrid and be held in December. The date is still to be determined.

2.b. - **Commissioner McCauley** shared with the Commission that the date for the Health and Wellness Fair is Friday, May 20. **Supervisor Herb** informed the Commission that the first planning meeting will be held in November.

2.c. - **Commissioner Toledo** reported that there was no ADA Committee meeting scheduled.

STAFF REPORT

Recreation Supervisor Herb reported on the following:

- Senior Center Natatorium project is still waiting for a part to come in.
- Senior Nutrition Program is serving 100+ individuals each day.
- Senior Center November Fitness Classes begin the first week of November.
- Senior Center is working with volunteers to get them processed so they can return to volunteer in the facility.
- The Parks and Recreation Department is hiring part-time staff of all ages.

Recreation Supervisor Herb encouraged the Commission to share with encore professionals they know.

- Save the date for Saturday, April 9th for a potential intergenerational opportunity with the Youth Commission.

Recreation Manager Castro reported on the following:

- Westwood Oaks Park Rehab Project
- Recreation Division is programming for the Winter Class Session.
- The Holiday Tree Lighting event is Friday, December 3, from 5 - 8 p.m.
- Jerry Marsalli Community Center Naming Ceremony is Saturday, November 6 at 1 p.m.

COMMISSIONERS REPORT

Commissioner Hoehenshelt introduced himself to the Commission and shared his enthusiasm for serving on the Senior Advisory Commission.

ADJOURNMENT

A motion was made by Commissioner Hohenshelt, seconded by Commissioner Buck, that the meeting be adjourned at 11:08 a.m.

Aye: 4 - Commissioner Buck, Chair McCauley, Vice Chair Toledo, and Commissioner Hohenshelt

Absent: 2 - Commissioner Hubbard, and Commissioner Narciso

The time limit within which to commence any lawsuit or legal challenge to any quasi-adjudicative decision made by the City is governed by Section 1094.6 of the Code of Civil Procedure, unless a shorter limitation period is specified by any other provision. Under Section 1094.6, any lawsuit or legal challenge to any quasi-adjudicative decision made by the City must be filed no later than the 90th day following the date on which such decision becomes final. Any lawsuit or legal challenge, which is not filed within that 90-day period, will be barred. If a person wishes to challenge the nature of the above section in court, they may be limited to raising only those issues they or someone else raised at the meeting described in this notice, or in written correspondence delivered to the City of Santa Clara, at or prior to the meeting. In addition, judicial challenge may be limited or barred where the interested party has not sought and exhausted all available administrative remedies.

If a member of the public submits a speaker card for any agenda items, their name will appear in the Minutes. If no speaker card is submitted, the Minutes will reflect "Public Speaker."

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 ("ADA"), the City of Santa Clara will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities, and will ensure that all existing facilities will be made accessible to the maximum extent feasible. The City of Santa Clara will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities including those with speech, hearing, or vision impairments so they can participate equally in the City's programs, services, and activities. The City of Santa Clara will make all reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy all of its programs, services, and activities.

Agendas and other written materials distributed during a public meeting that are public record will be made available by the City in an appropriate alternative format. Contact the City Clerk's Office at 1 408-615-2220 with your request for an alternative format copy of the agenda or other written materials.

Individuals who require an auxiliary aid or service for effective communication, or any other disability-related modification of policies or procedures, or other accommodation, in order to participate in a program, service, or activity of the City of Santa Clara, should contact the City's ADA Coordinator at 408-615-3000 as soon as possible but no later than 48 hours before the scheduled event.



Agenda Report

21-1457

Agenda Date: 12/7/2021

REPORT TO COUNCIL

SUBJECT

Action on Monthly Financial Status and Investment Report for September 2021

COUNCIL PILLAR

Enhance Community Engagement and Transparency

BACKGROUND

In compliance with the Charter of the City of Santa Clara and the adopted Investment Policy, the monthly financial report and monthly investment report for September 2021 are submitted for your information. The financial review as of September 30, 2021 provides a year-to-date financial update to the City Council for the current fiscal year. The analysis of the revenues collected and all expenditures measures the level of adherence to the established resource allocation plan and allows the City to monitor and project revenues and expenditures throughout the year.

The Adopted Budget incorporates the estimated revenues and planned expenditures for all funds. The attached Financial Status Report provides the budget to actual revenue and expenditure summaries for the General Fund, Special Revenue Funds and Enterprise Operating Funds, as well as expenditure summary for Capital Improvement Funds and Fund Reserve Balances. Any significant variances are explained in the report.

In accordance with City Council Policy 051 - Donations to the City, included in this report is a monthly activity and annual summary of donations received by department. Although the requirement of the policy is to report quarterly, in its ongoing effort to streamline reporting, the City will include this information monthly in the financial status report.

DISCUSSION

Monthly Financial Status Report (Attachment 1)

The attached report summarizes the City's financial performance as of September 30, 2021. Financial analysis for the report is provided for the General Fund, select Special Revenue Funds, Enterprise Operating Funds, and Capital Improvement Funds.

Attachment 1 shows that General Fund revenues were trending below budget at 9% through September 2021, largely due to the timing of payments. In some categories, such as property tax, most payments are scheduled to occur later in the fiscal year. In other categories, a portion of the revenues received through September account for activity that occurred in FY 2020/21 and those revenues are accrued back to that year. While it is very early in the fiscal year and limited data is available, General Fund revenues are currently tracking within estimated levels. However, concerns remain regarding continued impacts of COVID-19 as the Delta variant and vaccine hesitancy may

impact the speed of economic recovery and revenue collections.

As shown in Attachment 1, General Fund departmental expenditures were at 22.7% of budget through September 2021. Several cost-control measures that were implemented in FY 2019/20 remain in place to generate expenditure savings to partially offset the drop in revenues associated with COVID-19. These measures include a hiring freeze and controls around overtime, as-needed staff, marketing, travel, technology, and vehicle purchases. Expenditure savings are expected by year-end.

As shown in Attachment 1, total revenues through September 2021 for Enterprise Funds (Electric, Water, Sewer, Cemetery, Solid Waste, and Water Recycling) were at 18.7% of the budget while total expenses were at 21.6% of the budget.

In the month of September, the City received \$45 in donations, for total donations of \$88,270.

Many economic indicators have improved significantly since the start of the pandemic, but some have not returned to pre-pandemic levels. On a national level, the unemployment rate decreased slightly from 5.2% in August 2021 to 4.8% in September 2021. This rate was well below the record setting high of 14.7% in April 2020, but above the pre-pandemic unemployment rate of 3.5%. In September, the number of unemployed persons fell to 7.7 million from 8.4 million in August. This unemployment figure remains well above the pre-pandemic level of 5.7 million. In the second quarter 2021 estimate, the Gross Domestic Product (GDP) increased by 6.7% as a result of the reopening of businesses. While GDP has now surpassed the pre-COVID peak in the second quarter 2021, it has not yet reached the pre-pandemic trend. Per the September 2021 UCLA Anderson Forecast, GDP is not expected to reach the pre-COVID trend until the third quarter 2023. The September 2021 UCLA Forecast also projects a slower economic rebound as the Delta variant spreads and COVID continues to impact supply chains, which is a shift from the strong recovery projected in the March and June 2021 Forecasts.

Improvement continues at the State and local level. After the State's largest increase in the unemployment rate in April 2020, the California unemployment rate remained at 7.5% in September 2021. California has now regained nearly 63.5% of the 2.7 million jobs lost due to COVID-19 in March and April 2020. The unemployment rate in this region continues to outperform the State and the nation. The unadjusted unemployment rate in the San Jose-Sunnyvale-Santa Clara Metropolitan Statistical Area (MSA) was 4.0% in September 2021, down from a revised 4.8% in August 2021 and 7.5% in September 2020 but above the February 2020 level of 2.6%.

Staff will continue to closely monitor the General Fund revenues and the City's overall financial performance as the fiscal year progresses.

Monthly Investment Report (Attachment 2)

All securities held by the City of Santa Clara as of September 30, 2021 were in compliance with the City's Investment Policy Statement regarding current market strategy and long-term goals and objectives. All securities held are rated "A" or higher by two nationally recognized rating agencies. There is adequate cash flow and maturity of investments to meet the City's needs for the next six months.

The City's investment strategy for September 2021 was to invest funds not required to meet current obligations in securities listed in the prevailing Investment Policy Statement, with maturities not to exceed five years from the date of purchase. This strategy ensures safety of the City's funds, provides liquidity to meet the City's cash needs, and with a reasonable portfolio return of 1.28% in September.

ENVIRONMENTAL REVIEW

The action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378(b)(4) in that it is a fiscal activity that does not involve any commitment to any specific project which may result in a potential significant impact on the environment.

FISCAL IMPACT

There are no budget amendments being brought forward with this report.

COORDINATION

This report has been coordinated with the City Attorney's Office.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <<mailto:clerk@santaclaraca.gov>>.

RECOMMENDATION

Note and file the Monthly Financial Status and Investment Reports for September 2021 as Presented.

Reviewed by: Kenn Lee, Director of Finance

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Monthly Financial Status Report September 2021
2. Monthly Investment Report September 2021



City of Santa Clara

The Center of What's Possible

MONTHLY FINANCIAL STATUS REPORT

September 2021

This report summarizes the City's financial performance for the month ended September 30, 2021. Financial analysis for the report is provided for the General Fund, select Special Revenue Funds, Enterprise Operating Funds, and Capital Improvement Funds. Financial information included in this report is unaudited.

General Fund

The General Fund is the major operating fund for the City and includes multiple programs, services, and activities for the residents and businesses of the City. The adopted budget for operating revenues and expenditures for fiscal year 2021/22 was \$289.3 million. The amended budget for revenues and expenditures was amended to \$294.8 million to reflect carryover appropriations from fiscal year 2020/21 and various budget amendments approved by the City Council through September 2021.

While it is very early in the fiscal year and limited data is available, General Fund revenues are currently tracking within estimated levels. However, concerns remain regarding continued impacts of COVID-19 as the Delta variant and vaccine hesitancy may impact the speed of recovery. Through September, expenditures are tracking below budget and this trend is expected to continue as departments continue to control expenditures through various cost control measures.

Many economic indicators have improved significantly since the start of the pandemic, but some have not returned to pre-pandemic levels. On a national level, the unemployment rate decreased from 5.2% in August 2021 to 4.8% in September 2021. This rate was well below the record setting high of 14.7% in April 2020, but above the pre-pandemic unemployment rate of 3.5%. In September, the number of unemployed persons fell to 7.7 million from 8.4 million in August. This unemployment figure remains well above the pre-pandemic level of 5.7 million.¹

Chart 1. Unemployment rate, seasonally adjusted, September 2019 – September 2021

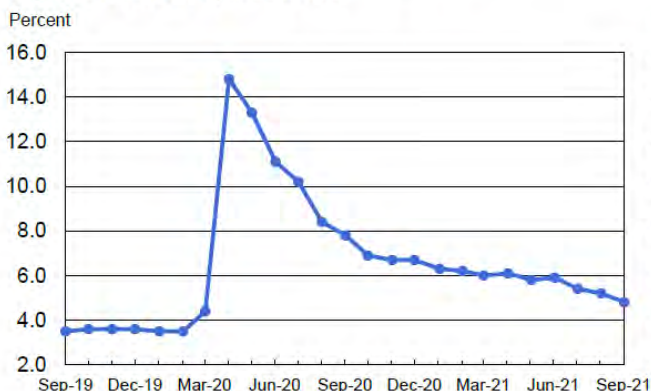
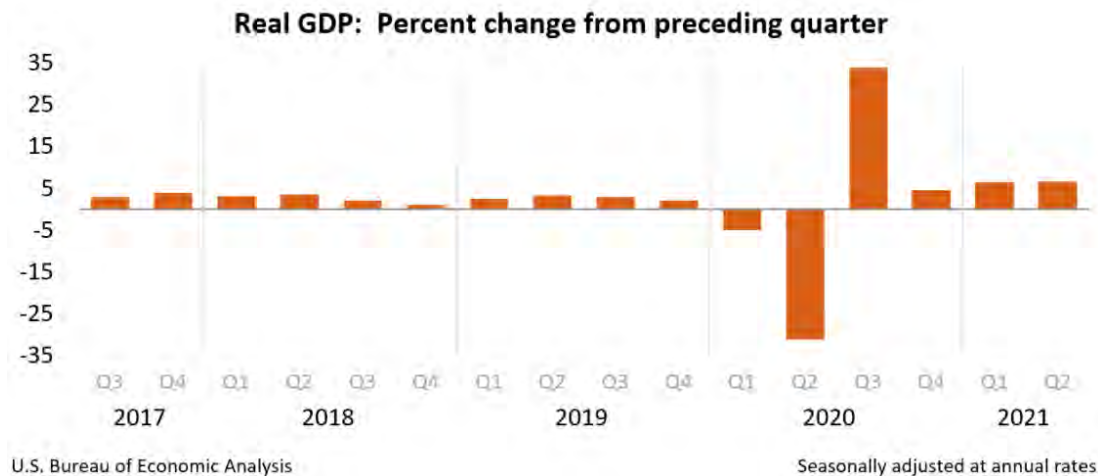


Chart 2. Nonfarm payroll employment, seasonally adjusted, September 2019 – September 2021



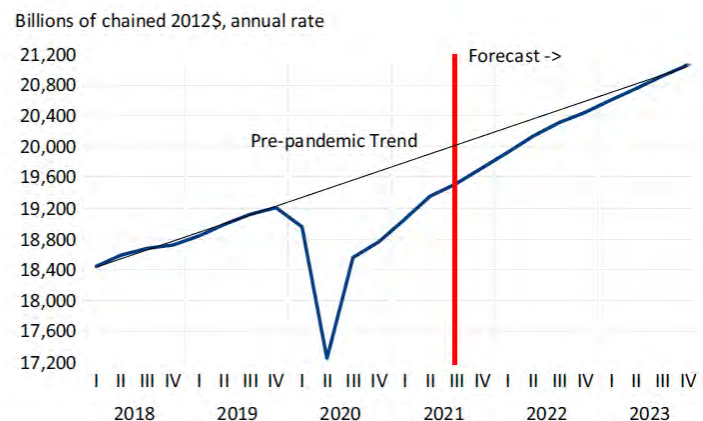
¹ <https://www.bls.gov/news.release/pdf/empsit.pdf>

In the second quarter 2021 third estimate, the Gross Domestic Product (GDP) increased by 6.7%, following a GDP increase of 6.3% in the first quarter. The estimated increase in the first quarter reflected efforts to reopen businesses and resume some activities amidst COVID-19 safety precautions. The second quarter reflects increases in consumer spending, exports and local and State government spending. The real GDP for the second quarter 2021 is 0.9% above the level experienced in the fourth quarter of 2019.²



While GDP has now surpassed the pre-COVID peak in the second quarter 2021, it has not yet reached the pre-pandemic trend. Per the September 2021 UCLA Anderson Forecast, GDP is not expected to reach the pre-COVID trend until the third quarter 2023. According to the Forecast, growth in services is expected to be the driver of GDP growth. With supply constraints and the lifting of public health restrictions, the Forecast assumes a shift from goods consumption to services consumption.

Exhibit 3: Real GDP Levels, 2018Q1-2023Q4



Source: U.S. Bureau of Economic Analysis, UCLA Anderson Forecast.

The September 2021 UCLA Forecast also projects a slower economic rebound as the Delta variant spreads and COVID continues to impact supply chains, which is a shift from the strong recovery projected in the March and June 2021 Forecasts. “What makes the growth ‘ho-hum’ is the comparison to what could have been if, globally, we had gotten COVID under control and had been able to

² https://www.bea.gov/sites/default/files/2021-09/tech2q21_3rd.pdf

transform the pent-up demand, pent-up savings and a tremendous amount of government support into faster economic growth,” writes UCLA Anderson senior economist Leo Feler in his September forecast.³

Improvement continues at the State and local level. After the State’s largest increase in the unemployment rate in April 2020, the California unemployment rate remained at 7.5% in September 2021. With the decrease in the unemployment rate between February and September, California has now regained nearly 63.5% of the 2.7 million jobs lost due to COVID-19 in March and April 2020.⁴

The unadjusted unemployment rate in the San José-Sunnyvale-Santa Clara Metropolitan Statistical Area (MSA) was 4.0% in September 2021, down from a revised 4.8% in August 2021 and the September 2020 level of 7.5% but higher than the February 2020 level of 2.6%. Between September 2020 and September 2021, employment in this region increased by 47,400 jobs, or 4.5%.⁵ The largest increases were in leisure and hospitality (up 17,900 jobs), professional and business services (up 11,100 jobs), and private educational and health services (up 6,000 jobs).

Staff will continue to closely monitor the economic environment and the City’s financial performance and provide updates through the Monthly Financial Reports.

³ September 2021 UCLA Anderson Forecast

⁴ <https://www.edd.ca.gov/newsroom/unemployment-september-2021.htm>

⁵ [https://www.labormarketinfo.edd.ca.gov/file/1fmonth/sjos\\$pds.pdf](https://www.labormarketinfo.edd.ca.gov/file/1fmonth/sjos$pds.pdf)

Financial Status Report as of September 30, 2021

General Fund Revenues

As of September 30, 2021, \$22.8 million or 9.1% of the General Fund estimated revenue (excluding transfers) was received. Transfers and use of reserves of \$43.8 million have occurred as budgeted. This very low collection level through September is largely due to the timing of payments. In some categories, such as property tax, most payments are scheduled to occur later in the fiscal year. In other categories, a portion of the revenue received through September accounts for activity that occurred in FY 2020/21 and those revenues are accrued back to that year.

**CITY OF SANTA CLARA
GENERAL FUND
REVENUES OVERVIEW AND COMPARISON BY TYPE**

| Function | FISCAL YEAR 2021/22 | | | | PY REVENUE COMPARISON | | |
|--|-----------------------|-----------------------|--------------------------|---------------------|--------------------------|------------------------|-------------------|
| | Adopted Budget | Amended Budget | Actual Through 9/30/2021 | Percentage Received | Actual Through 9/30/2020 | Change From Prior Year | Percentage Change |
| TAXES | | | | | | | |
| Sales Tax | \$ 58,183,000 | \$ 58,183,000 | \$ 4,518,915 | 7.77% | \$ 5,034,322 | \$ (515,407) | -10.24% |
| Property Tax | 71,559,000 | 71,559,000 | 68,943 | 0.10% | 178,531 | (109,588) | -61.38% |
| Transient Occupancy Tax | 9,000,000 | 9,000,000 | 609,122 | 6.77% | 81,500 | 527,622 | 647.39% |
| Other Taxes | 6,080,000 | 6,080,000 | 430,224 | 7.08% | 476,563 | (46,339) | -9.72% |
| Total Taxes | 144,822,000 | 144,822,000 | 5,627,204 | 3.89% | 5,770,916 | (143,712) | -2.49% |
| LICENSES & PERMITS | | | | | | | |
| Business Licenses | 900,000 | 900,000 | 231,667 | 25.74% | 236,378 | (4,711) | -1.99% |
| Fire Operation Permits | 2,200,000 | 2,200,000 | 527,956 | 24.00% | 475,882 | 52,074 | 10.94% |
| Building Permits | - | - | 128,139 | N/A | 2,543,483 | (2,415,344) | -94.96% |
| Electric Permits | - | - | - | N/A | 512,233 | (512,233) | -100.00% |
| Plumbing Permits | - | - | - | N/A | 342,754 | (342,754) | -100.00% |
| Mechanical Permits | - | - | - | N/A | 392,055 | (392,055) | -100.00% |
| Miscellaneous Permits | 60,000 | 60,000 | 13,613 | 22.69% | 18,619 | (5,006) | -26.89% |
| Total Licenses & Permits | 3,160,000 | 3,160,000 | 901,375 | 28.52% | 4,521,404 | (3,620,029) | -80.06% |
| FINES & PENALTIES | 1,496,135 | 1,496,135 | 69,625 | 4.65% | 126,430 | (56,805) | -44.93% |
| INTERGOVERNMENTAL | 26,205,801 | 26,535,801 | 59,675 | 0.22% | 47,810 | 11,865 | 24.82% |
| CHARGES FOR SERVICES | 30,003,443 | 30,003,443 | 6,637,428 | 22.12% | 7,249,378 | (611,951) | -8.44% |
| CONTRIBUTION IN LIEU | 24,700,000 | 24,700,000 | 6,443,344 | 26.09% | 6,085,872 | 357,472 | 5.87% |
| USE OF MONEY & PROPERTY | | | | | | | |
| Interest | 2,600,000 | 2,600,000 | 217,331 | 8.36% | (430,323) | 647,654 | -150.50% |
| Rent | 9,115,722 | 9,298,022 | 2,508,239 | 26.98% | 2,172,987 | 335,252 | 15.43% |
| Total Use of Money & Property | 11,715,722 | 11,898,022 | 2,725,570 | 22.91% | 1,742,664 | 982,906 | 56.40% |
| MISCELLANEOUS REVENUES | 198,000 | 198,000 | 153,805 | 77.68% | 92,928 | 60,877 | 65.51% |
| LAND PROCEED | - | - | - | N/A | - | - | N/A |
| OTHER FINANCING SOURCES | | | | | | | |
| Operating Transfer In - Storm Drain | 1,454,000 | 1,454,000 | 1,454,000 | 100.00% | 1,460,000 | (6,000) | -0.41% |
| Operating Transfer In - Reserves | 32,390,871 | 32,390,871 | 32,390,871 | 100.00% | 39,248,833 | (6,857,962) | -17.47% |
| Operating Transfer In - Fund Balances ⁽²⁾ | - | 4,817,658 | 4,817,658 | 100.00% | 4,273,692 | 543,966 | 12.73% |
| Operating Transfer In - Miscellaneous | 5,005,399 | 5,177,399 | 5,177,399 | 100.00% | 2,547,419 | 2,629,980 | 103.24% |
| Total Other Financing Sources | 38,850,270 | 43,839,928 | 43,839,928 | 100.00% | 47,529,944 | (3,690,016) | -7.76% |
| STADIUM OPERATION | | | | | | | |
| Charges for Services | 7,466,069 | 7,466,069 | 200,196 | 2.68% | 163,145 | 37,051 | 22.71% |
| Rent and Licensing | 717,500 | 717,500 | - | 0.00% | - | - | N/A |
| Total Stadium Operation | 8,183,569 | 8,183,569 | 200,196 | 2.45% | 163,145 | 37,051 | 22.71% |
| TOTAL GENERAL FUND | \$ 289,334,940 | \$ 294,836,898 | \$ 66,658,150 | 22.61% | \$ 73,330,491 | \$ (6,672,341) | -9.10% |

(1) Negative sales tax revenue resulting from accrual of revenue that has not yet been received. Revenue is anticipated in August 2021.

(2) The Operating Transfer In - Fund Balances includes the carryover encumbrances of open purchase orders as of June 30, 2021 and mid year budget amendment from reserves.

General Fund Revenues

Sales Tax: The City of Santa Clara sales tax rate is 9.0%, of which the City receives 1.0%. As of September 30, 2021, \$4.5 million has been collected. Given the timing of payments, the sales tax payments received in September reflect activity from July 2021. Growth of 3.6% is needed to meet the budgeted estimate of \$58.2 million.

Property Tax: Through September, 0.1% of the property tax budgeted estimate has been received. The majority of property tax revenue is collected in February and April each year. Based on initial information from the County of Santa Clara, property tax receipts are projected to end the year close to the Adopted Budget estimate of \$71.6 million.

Transient Occupancy Tax (TOT): TOT is calculated as a percentage of City hotel/motel room charges. The City's current TOT rate is 9.5%. This rate is scheduled to increase to 11.5% in January 2022. Through September 30, 2021, approximately \$0.6 million has been received, which is significantly higher than receipts through the same period last fiscal year of only \$81,500. However, receipts remain 62% below the pre-COVID 19 level of \$1.6 million received through September 2019. As businesses continue to reopen and travel restrictions lifted, it is anticipated that TOT will continue to increase compared to last fiscal year. To meet the budgeted estimate, collections will need to triple from just under \$3.0 million in FY 2020/21 to \$9.0 million in FY 2021/22.

Other Taxes: Includes franchise tax and documentary transfer tax. The City has collected \$0.4 million through September, which is approximately 9.7% lower than prior year collection levels. While receipts in the documentary transfer tax remain consistent with levels collected through the same period last fiscal year, receipts in the franchise tax category are lower than prior year levels. Growth of 4.4% is needed to meet the budgeted estimate of \$6.1 million.

Licenses & Permits: Includes business licenses, fire operation permits, and miscellaneous permits and fees. Effective FY 2021/22, building, electric, plumbing and mechanical permits have all been budgeted in the new Building Development Services Fund, which will be reflected in the Special Revenue section of this report. Excluding the development revenues that have been erroneously booked in this category, licenses and permits revenue collections are tracking slightly above par with receipts totaling \$0.8 million, or 24.5% of the budget of \$3.2 million. Receipts are tracking within estimated levels through September.

Fines & Penalties: Includes vehicle, parking, court fines, and miscellaneous penalty fines. The revenue of \$70,000 collected in this category through September is tracking to end the year well below the budgeted estimate of \$1.5 million largely due to the waiving of late fees on utility billing in response to COVID-19. The City will be applying for the California Arrearage Payment Program in order to alleviate the arrearages accrued as a result of the City's bill relief period.

Intergovernmental: Includes federal stimulus funds, motor vehicle fees, state homeowner tax relief, state mandated reimbursement and redistribution of land sale proceeds and ground leases from the

Successor Agency. Through September 30, 2021, \$59,600 has been received, which is higher than receipts through the same period last year and reflects differences in planned payments.

Charges for Services: Includes various engineering fees, administrative fees, and community service revenue from various recreational activities. Through September 30, 2021, collections totaled approximately \$6.6 million or 22.1% of the budget. This reflects a 8.4% decrease compared to last year's collections through the same period of \$7.2 million. The decrease is mainly attributable to the plan check and sign fees now being recorded in the newly established Building Development Services Fund. This decrease is partially offset by higher collections in the planning and zoning fees, fire construction permits, and miscellaneous charges for services categories. Collections are tracking close to the budgeted estimate.

Contribution in Lieu: In accordance with the City's charter, Silicon Valley Power pays 5.0% of gross revenues for services rendered. As of September 30, 2021, \$6.4 million has been received which is on par for this time of year. This collection level, however, is based on the budgeted estimate and will be trued up at the end of the fiscal year.

Use of Money & Property: Includes realized investment income and rental income. Interest income and rent revenue collections totaled \$2.7 million, or 23% of the budget. This reflects a \$1.0 million increase from prior year collection levels. The largest increase was in the interest income category that was \$0.6 million above the prior year due to accounting adjustments last fiscal year that resulted in lower collections in that year.

Miscellaneous Revenues: Includes developer fees, donations, damage recovery, sale of surplus, and one-time miscellaneous revenues. Through September 30, 2021, collections of \$153,000 are tracking at 78% of the budgeted estimate and are approximately 65% higher than collections through the same period last year.

Stadium Operation: As of September 30, 2021, charges for services collected through the Stadium totaled \$0.2 million, which is well below par for this time of year. However, this is approximately 22.7% higher than collections through the same period last year resulting from the reopening of Stadium for events.

Financial Status Report as of September 30, 2021

General Fund Expenditures

As of September 30, 2021, \$99.3 million or 33.7% of the General Fund operating budget had been expended. Overall, expenditures in the General Fund are within budgeted levels through September. Departmental expenditures totaled \$55.6 million, or 22.7% of the budget, which is slightly below the par level of 25% of the budget. Several cost-control measures that were implemented in FY 2019/20 remain in place to generate expenditure savings to partially offset the drop in revenues associated with COVID-19. These measures include a hiring freeze and controls around overtime, as-needed staff, marketing, travel, technology and vehicle purchases. With these measures, expenditures are expected to end the year below budget.

CITY OF SANTA CLARA GENERAL FUND EXPENDITURES OVERVIEW AND COMPARISON BY FUNCTION

| Function | FISCAL YEAR 2021/22 | | | | PY EXPENDITURES COMPARISON | | |
|--|-----------------------|-----------------------|--------------------------|-----------------|----------------------------|------------------------|-------------------|
| | Adopted Budget | Amended Budget | Actual Through 9/30/2021 | Percentage Used | Actual Through 9/30/2020 | Change From Prior Year | Percentage Change |
| GENERAL GOVERNMENT | | | | | | | |
| Non-Departmental | \$ 6,824,333 | \$ 6,941,924 | \$ 920,065 | 13.25% | \$ 1,063,946 | \$ (143,881) | -13.52% |
| City Council | 829,205 | 829,205 | 202,831 | 24.46% | 161,626 | 41,205 | 25.49% |
| City Clerk | 1,470,231 | 1,718,169 | 306,119 | 17.82% | 420,870 | (114,751) | -27.27% |
| City Manager | 5,442,069 | 6,276,486 | 1,195,965 | 19.05% | 1,388,269 | (192,304) | -13.85% |
| City Attorney | 3,097,380 | 3,119,380 | 598,923 | 19.20% | 540,863 | 58,060 | 10.73% |
| Human Resources | 4,133,810 | 4,389,886 | 844,476 | 19.24% | 824,415 | 20,061 | 2.43% |
| Finance | 17,439,442 | 17,805,818 | 3,864,022 | 21.70% | 3,777,564 | 86,458 | 2.29% |
| Total General Government | 39,236,470 | 41,080,868 | 7,932,401 | 19.31% | 8,177,553 | (245,152) | -3.00% |
| PUBLIC WORKS | 23,201,356 | 24,198,161 | 5,538,357 | 22.89% | 5,794,386 | (256,029) | -4.42% |
| COMMUNITY DEVELOPMENT | 5,070,207 | 6,560,663 | 1,311,009 | 19.98% | 3,408,872 | (2,097,863) | -61.54% |
| PARKS AND RECREATION | 20,982,990 | 21,433,077 | 4,322,067 | 20.17% | 4,130,940 | 191,127 | 4.63% |
| PUBLIC SAFETY | | | | | | | |
| Fire | 60,581,403 | 61,011,002 | 15,779,040 | 25.86% | 14,847,116 | 931,924 | 6.28% |
| Police | 79,870,137 | 79,983,531 | 18,676,179 | 23.35% | 18,292,732 | 383,447 | 2.10% |
| Total Public Safety | 140,451,540 | 140,994,533 | 34,455,219 | 24.44% | 33,139,848 | 1,315,371 | 3.97% |
| LIBRARY | 10,764,727 | 10,895,605 | 2,022,068 | 18.56% | 2,212,705 | (190,637) | -8.62% |
| DEPARTMENTAL TOTAL | 239,707,290 | 245,162,907 | 55,581,121 | 22.67% | 56,864,304 | (1,283,183) | -2.26% |
| OTHER FINANCING USES | | | | | | | |
| Operating Transfer Out - Miscellaneous | 23,250,142 | 23,250,142 | 23,250,142 | 100.00% | 1,010,445 | 22,239,697 | 2200.98% |
| Operating Transfer Out - Debt Services | 2,501,439 | 2,501,439 | 2,501,439 | 100.00% | 2,500,344 | 1,095 | 0.04% |
| Operating Transfer Out - Maintenance Dtrct | 771,349 | 771,349 | 771,349 | 100.00% | 990,929 | (219,580) | -22.16% |
| Operating Transfer Out - Cemetery | 850,000 | 850,000 | 850,000 | 100.00% | 771,769 | 78,231 | 10.14% |
| Operating Transfer Out - CIP | 11,773,925 | 11,773,925 | 11,773,925 | 100.00% | 19,678,672 | (7,904,747) | -40.17% |
| Operating Transfer Out - Reserves | 3,309,009 | 3,309,009 | 3,309,009 | 100.00% | 924,654 | 2,384,355 | 257.86% |
| Total Other Financing Uses | 42,455,864 | 42,455,864 | 42,455,864 | 100.00% | 25,876,813 | 16,579,051 | 64.07% |
| STADIUM OPERATION | 7,171,786 | 7,218,126 | 1,308,222 | 18.12% | 440,244 | 867,978 | 197.16% |
| TOTAL GENERAL FUND | \$ 289,334,940 | \$ 294,836,898 | \$ 99,345,208 | 33.69% | \$ 83,181,361 | \$ 16,163,847 | 19.43% |

General Fund Expenditures

Below is an explanation of certain budget to actual expenditure variances by department.

Non-Departmental: Includes expenditures that are not attributable to a single department, but a function of the City in general. As of September 30, 2021, expenditures totaled \$.9 million, or 13.3% of the budget. These expenditures are well below the par level of 25% and the prior year level expenditures.

City Attorney: As of September 30, 2021, actual expenditures totaled approximately \$0.6 million, which is 19.2% of the budget, which is below par. Spending is above the total expenditures through the same time last fiscal year by 10% due to higher salary and benefits costs as well as the timing of internal service fund allocation charges. Last fiscal year, these charges were not recorded in the departmental expenditures until October.

City Clerk: Through September, actual expenditures were tracking below budget at \$0.3 million or approximately 17.8% of the budget. This reflects a decrease of 27.3% over last year's spending through the same period. The primary driver for the decrease in spending is the Granicus costs which are paid every other year.

City Council: Through September, expenditures were at 24.5% of budget, which is at par. Compared to the same period through last fiscal year, this reflects a spending increase of approximately 25%, which is primarily the result of the timing of internal service fund allocation charges. Last fiscal year, these charges were not recorded in the departmental expenditures until October. Additionally, as-needed expenditures are higher than last fiscal year.

City Manager: The actual expenditures through September 30, 2021 totaled \$1.2 million, or 19% of the budget, which is below par for this time of the year. Expenditures are 13.9% lower compared with the spending level through the same period last fiscal year. This decrease in expenditures is related to the reallocation of City memberships and mandated costs from the City Manager's Office budget to Non-Departmental.

Community Development Department: This department consists of three divisions: Planning, Building, and Housing and Community Services. Effective this fiscal year, the Building division of this department has been moved to the newly established Building Development Services Fund, which falls under the special revenue section of this report. Through September, departmental expenditures for the Planning and Housing and Community Services divisions totaled \$1.3 million, or approximately 20%, which is below the par level of 25%. Expenditures were also well below the spending through the same period last fiscal year due to the change in funding for the Building Division.

Finance Department: Through September, the Department's expenditures totaled \$3.9 million, or 21.7% of the budget, which is below par. This expenditure level was approximately 2.3% higher than through the same period last year. Similar to other departments, the timing of when the internal service fund allocations charges being recorded is a factor in the variance between last fiscal year.

Fire Department: As of September 30, 2021, actual expenditures in the General Fund totaled \$15.8 million, or 25.9% of the budget, which is slightly above par. These expenditures reflect a 6.3% increase from expenditures through the same period last fiscal year. This is mainly attributable to the internal service fund allocation charges and higher salary and benefits expenses. All COVID-19 related expenditures have been charged centrally to the Other City Departments Operating Grant Trust Fund. The Fire Department has charged approximately \$0.1 million to this fund, bringing total expenditures, including the General Fund, to \$15.9 million. Overtime expenditures are tracking at 61.2%, which is above par for this time of year. While this overtime figure is high, it is important to note that overtime is used to backfill for vacant positions and the vacancy savings offset a portion of the overtime costs.

Library Department: Through September, actual expenditures totaled \$2.0 million, or 18.6% of the budget, which is below par and lower than expenditure levels through the same period last fiscal year. COVID-19 precautions have continued to impact Library operations this year, resulting in lower expenditures. A phased reopening is in progress, with full operations currently anticipated by the start of calendar year 2022.

Parks and Recreation Department: Through September, actual expenditures totaled approximately \$4.3 million, or 20.2% of the budget, which is below par, but slightly above the prior year actuals of \$4.1 million. This is due to the internal service fund allocation charges which were recorded in October last fiscal year as well as an increase in activity levels. The department is resuming activities that were previously impacted by COVID-19 restrictions, which will result in higher expenditures this fiscal year.

Police Department: Expenditures as of September 30, 2021 are tracking slightly below expected levels at \$18.7 million, or 23.4% of the budget. This reflects a slight increase in spending of 2.1% when compared to last fiscal year. Similar to the Fire Department, Police Department expenditures related to COVID-19 have also been charged to the Other City Departments Operating Grant Trust Fund. Through September, charges to this fund totaled approximately \$0.03 million. Accounting for the General Fund and Other City Departments Operating Grant Trust Fund, department expenditures are still tracking slightly below par.

Stadium Operation: Stadium operating expenditures are incurred first and billed on a reimbursement basis creating a timing difference in revenue recognition. Stadium expenditures totaled \$1.3 million through September and are tracking below budgeted levels. However, this is significantly higher than expenditures through the same period last year, as a direct result of the reopening of the Stadium for events.

Special Revenue Funds

The table below is a summary of revenues and expenditures of select Special Revenue Funds as of September 30, 2021. The amended budget for both reflects carryover appropriations from fiscal year 2021/22 in addition to budget amendments approved by the City Council through September 2021. Effective July 1, 2021, all Building Division revenues and expenditures are now budgeted and accounted for in the new Building Development Services Fund, which is included in the table below. Revenues totaled approximately \$5.4 million, while expenditures totaled approximately \$3.9 million through the end of September. While revenues are tracking above par, expenditures are tracking below.

CITY OF SANTA CLARA SPECIAL REVENUE FUNDS REVENUE AND EXPENDITURE - OVERVIEW AND COMPARISON BY FUND

| Fund Description | REVENUES - FISCAL YEAR 2021/22 | | | | PRIOR YEAR REVENUE COMPARISON | | |
|--|--------------------------------|----------------------|--------------------------|---------------------|-------------------------------|---------------------------|----------------|
| | Adopted Budget | Amended Budget | Actual Through 9/30/2021 | Percentage received | Actual Through 9/30/2020 | \$ Change From Prior Year | Percent Change |
| Housing Authority Fund | \$ 261,000 | \$ 261,000 | \$ 197,578 | 75.70% | \$ 126,583 | \$ 70,995 | 56.09% |
| City Affordable Housing Fund | 657,000 | 657,000 | 136,759 | 20.82% | 43,864 | 92,895 | 211.78% |
| Housing Successor Fund | 350,000 | 350,000 | 222,669 | 63.62% | 302,742 | (80,073) | -26.45% |
| Housing and Urban Development | 1,957,103 | 1,957,103 | 1,214,582 | 62.06% | 536,933 | 677,649 | 126.21% |
| Building Development Services Fee Fund | 13,630,000 | 13,630,000 | 3,676,564 | 26.97% | 0 | 3,676,564 | 100.00% |
| TOTAL | \$ 16,855,103 | \$ 16,855,103 | \$ 5,448,152 | 32.32% | \$ 1,010,122 | \$ 4,438,030 | 439.36% |

| Fund Description | EXPENDITURES - FISCAL YEAR 2021/22 | | | | PRIOR YEAR EXPENDITURE COMPARISON | | |
|--|------------------------------------|----------------------|--------------------------|-----------------|-----------------------------------|---------------------------|----------------|
| | Adopted Budget | Amended Budget | Actual through 9/30/2021 | Percentage used | Actual through 9/30/2020 | \$ Change From Prior Year | Percent Change |
| Housing Authority Fund | \$ 363,099 | \$ 483,099 | \$ 36,491 | 7.55% | \$ 50,796 | \$ (14,305) | -28.16% |
| City Affordable Housing Fund | 1,431,111 | 2,852,650 | 243,559 | 8.54% | 134,616 | 108,943 | 80.93% |
| Housing Successor Fund | 915,640 | 1,260,001 | 288,244 | 22.88% | 222,329 | 65,915 | 29.65% |
| Housing and Urban Development | 3,684,839 | 5,430,472 | 1,079,073 | 19.87% | 699,962 | 379,111 | 54.16% |
| Building Development Services Fee Fund | 12,256,059 | 12,256,059 | 2,247,776 | 18.34% | 0 | 2,247,776 | 100.00% |
| TOTAL | \$ 18,650,748 | \$ 22,282,281 | \$ 3,895,143 | 17.48% | \$ 1,107,703 | \$ 2,787,440 | 251.64% |

Governmental Capital Improvement Funds

The table below lists the total amended budget amounts for the Capital Improvement Funds, which consist of current year appropriations, prior year carryover balances in Governmental Capital Improvement Funds, and budget amendments approved through September 2021. As of September 30, 2021, these capital fund expenditures totaled just under \$5.0 million, or 3.4% of the amended budget. As part of the adoption of the FY 2021/22 and FY 2022/23 operating budget, some capital funds were carried over for projects that were not anticipated to be completed by June 30, 2021. Necessary additional adjustments to the capital carryover amounts will be brought forward as part of the Budgetary Year-End Report for FY 2020/21, expected to go to Council in December 2021.

The carryover of prior year budget amounts is necessary when services or projects are started but not completed at the end of the fiscal year. This is especially true for the Capital Improvement Program (CIP) that typically spans several years. The table below displays the expenditure budget for the General Government capital funds excluding transfers.

CITY OF SANTA CLARA GOVERNMENTAL CAPITAL IMPROVEMENT FUNDS SUMMARY OF EXPENDITURES

| Fund Description | EXPENDITURES - FISCAL YEAR 2021/22 | | | | |
|---------------------------------|------------------------------------|-------------------------|-----------------------|--------------------------|-----------------|
| | Current Year Appropriation | Prior Year Carryforward | Total Amended Budget | Actual Through 9/30/2021 | Percentage Used |
| Parks & Recreation | \$ 7,085,289 | \$ 15,478,055 | \$ 22,563,344 | \$ 515,366 | 2.28% |
| Streets & Highways | 26,414,803 | 62,313,089 | 88,727,892 | 3,209,117 | 3.62% |
| Storm Drain | 592,169 | 10,471,505 | 11,063,674 | 769,767 | 6.96% |
| Fire | 837,110 | 1,017,587 | 1,854,697 | 24,982 | 1.35% |
| Library | 7,872 | 246,601 | 254,473 | 13,264 | 5.21% |
| Public Buildings | 397,953 | 7,547,118 | 7,945,071 | 124,252 | 1.56% |
| General Gov't - Other | 1,555,000 | 10,228,593 | 11,783,593 | 189,033 | 1.60% |
| Related Santa Clara Developer | 968,103 | 1,326,191 | 2,294,294 | 115,613 | 5.04% |
| Tasman East Specific | 23,757 | - | 23,757 | - | 0.00% |
| Infrastructure Improvement Fund | | | | | |
| TOTAL | \$ 37,882,056 | \$ 108,628,739 | \$ 146,510,795 | \$ 4,961,394 | 3.39% |

Financial Status Report as of September 30, 2021

Enterprise Funds

The table below is a summary of revenues and expenses for the Enterprise Operating Funds as of September 30, 2021. Overall, revenues and expenditures are tracking below budgeted levels with revenues tracking at 18.7% of the budget and expenditures tracking at 21.6% of the budget.

Both revenues and expenditures are tracking above last fiscal year levels reflecting current activity levels. The increase in expenditures is primarily due to the higher debt retirement costs as well as higher resource costs related to transmission and wheeling (transportation of electric energy from within an electrical grid to an electrical load outside the grid boundaries). Electric Utility expenditures, however, are tracking within budget through September.

CITY OF SANTA CLARA ENTERPRISE OPERATING FUNDS REVENUES AND EXPENSES - OVERVIEW AND COMPARISON BY FUND

| Fund Description | REVENUES - FISCAL YEAR 2021/22 | | | | PRIOR YEAR REVENUE COMPARISON | | |
|--------------------------|--------------------------------|-----------------------|--------------------------|---------------------|-------------------------------|---------------------------|----------------|
| | Adopted Budget | Amended Budget | Actual Through 9/30/2021 | Percentage received | Actual Through 9/30/2020 | \$ Change From Prior Year | Percent Change |
| Electric Utility Fund | \$ 555,810,147 | \$ 555,810,147 | \$ 104,566,267 | 18.81% | \$ 91,550,784 | \$ 13,015,483 | 14.22% |
| Water Utility Fund | 49,489,630 | 49,489,630 | 10,850,866 | 21.93% | 11,283,196 | (432,330) | -3.83% |
| Sewer Utility Fund | 58,344,697 | 58,344,697 | 7,722,796 | 13.24% | 8,250,491 | (527,695) | -6.40% |
| Cemetery Fund | 600,000 | 600,000 | 191,196 | 31.87% | 120,781 | 70,415 | 58.30% |
| Solid Waste Utility Fund | 33,610,000 | 33,610,000 | 6,619,822 | 19.70% | 5,390,549 | 1,229,273 | 22.80% |
| Water Recycling Fund | 5,703,831 | 5,703,831 | 1,601,782 | 28.08% | 1,261,530 | 340,252 | 26.97% |
| TOTAL REVENUE | \$ 703,558,305 | \$ 703,558,305 | \$ 131,552,729 | 18.70% | \$ 117,857,331 | \$ 13,695,398 | 11.62% |

| Fund Description | EXPENSES - FISCAL YEAR 2021/22 | | | | PRIOR YEAR EXPENSE COMPARISON | | |
|---|--------------------------------|-----------------------|--------------------------|-----------------|-------------------------------|---------------------------|----------------|
| | Adopted Budget | Amended Budget | Actual through 9/30/2021 | Percentage Used | Actual through 9/30/2020 | \$ Change From Prior Year | Percent Change |
| Electric Utility Fund | \$ 511,251,732 | \$ 513,782,550 | \$ 114,347,053 | 22.26% | \$ 88,327,846 | \$ 26,019,207 | 29.46% |
| Water Utility Fund | 47,197,617 | 47,580,260 | 7,518,579 | 15.80% | 11,101,348 | (3,582,769) | -32.27% |
| Sewer Utility Fund | 30,565,333 | 30,707,268 | 7,406,202 | 24.12% | 6,570,672 | 835,530 | 12.72% |
| Cemetery Fund | 1,480,235 | 1,480,235 | 337,054 | 22.77% | 321,411 | 15,643 | 4.87% |
| Solid Waste Utility Fund | 33,323,675 | 36,981,208 | 6,150,712 | 16.63% | 4,694,938 | 1,455,774 | 31.01% |
| Water Recycling Fund | 5,709,582 | 5,709,582 | 1,318,800 | 23.10% | 1,435,060 | (116,260) | -8.10% |
| TOTAL - Operating Appropriations | \$ 629,528,174 | \$ 636,241,103 | \$ 137,078,400 | 21.55% | \$ 112,451,275 | \$ 24,627,125 | 21.90% |

Revenues in the electric (which also includes the Electric Debt Service Fund), water, and sewer utility (which also includes the Sewer Debt Service Fund) and water recycling funds are primarily from customer service charges. The activity levels for these customer service charges also impact the resource and production costs on the expenditure side for these funds. The lower the revenue from customer service charges, the lower the expenditures in the resource and production category.

A summary of expenses in the Enterprise Capital Improvement Funds is detailed in the table below. Actuals through September 2021 totaled approximately \$10.8 million, or 4.5% of the amended budget. Similar to the general government capital funds, capital funds were carried over into next fiscal year as part of the FY 2021/22 and FY 2022/23 budget adoption process for those projects that have not yet been completed. Adjustments to the capital carryover amounts based on actual year-end expenditures will be brought forward in December 2021, as part of the FY 2020/21 year-end reconciliation process.

CITY OF SANTA CLARA ENTERPRISE CAPITAL IMPROVEMENT FUNDS SUMMARY OF EXPENSES

| Fund Description | EXPENSES - FISCAL YEAR 2021/22 | | | | | Prior Year |
|-----------------------------------|--------------------------------|-------------------------|-----------------------|--------------------------|-----------------|--------------------------|
| | Current Year Appropriation | Prior Year Carryforward | Total Amended Budget | Actual Through 9/30/2021 | Percentage Used | Actual Through 9/30/2020 |
| Electric Utility Fund | \$ 49,143,989 | \$ 94,324,423 | \$ 143,468,412 | \$ 3,457,707 | 2.41% | \$ 13,079,539 |
| Street Lighting ⁽¹⁾ | - | 5,953,560 | 5,953,560 | 47,707 | 0.80% | 990 |
| Water Utility Fund | 6,285,000 | 5,815,672 | 12,100,672 | 1,352,644 | 11.18% | - |
| Sewer Utility Fund | 47,536,944 | 25,449,390 | 72,986,334 | 5,460,280 | 7.48% | 3,642,228 |
| Cemetery Fund | 8,409 | 351,635 | 360,044 | 5,902 | 1.64% | - |
| Solid Waste Utility Fund | 623,700 | 46,677 | 670,377 | 120,479 | 17.97% | 50,002 |
| Water Recycling Fund | 50,000 | - | 50,000 | - | 0.00% | - |
| Convention Center Capital Fund | | 3,500,000 | 3,460,000 | 376,437 | 10.88% | - |
| TOTAL - CIP Appropriations | \$ 103,648,042 | \$ 135,441,357 | \$ 239,049,399 | \$ 10,821,156 | 4.53% | \$ 16,772,759 |

(1) Street Lighting fund is part of Electric Capital Improvement Funds

Fund Reserves

By policy, City Council established the City's General Contingency Reserve, under which reserves for Budget Stabilization and Capital Projects were established.

- Budget Stabilization Reserve is set aside for weathering economic downturns, emergency financial crisis, or disaster situations. The reserve target is equal to the expenditures of the City's General Fund operations for three months (90-day or 25% General Fund Adopted Operating Budget). In FY 2021/22, the City Council approved an exception to the policy to allow the Reserve to drop below the 25% level.
- Capital Projects Reserve earmarks funds for the Capital Improvement Program.

Other General Reserves and Enterprise Fund Reserves included in this report are highlighted as follows:

- Technology Fee Reserve is set aside to update and/or replace the City's aging technology and to ensure internal controls are in compliance with current business standard and legal requirements.
- Land Sale Reserve is net proceeds from the sale of City-owned land, with interest earned on these funds available to be appropriated for General Fund operating expenditures. This reserve is available for appropriation by City Council action.
- The Electric Utility Reserve assures sufficient operating cash is available to ensure debt service coverage.
- The Replacement and Improvement Reserve in the Water and Sewer Utility Funds is for future capital improvement.

The table below summarizes select reserve balances.

**CITY OF SANTA CLARA
RESERVE BALANCES
September 30, 2021**

| DETAIL OF SELECTED FUND RESERVE BALANCES: | | | |
|---|----------------------|-----------------------|-------------------|
| | GENERAL FUND | ELECTRIC | WATER |
| Budget Stabilization Reserve | \$ 52,963,235 | | |
| Capital Projects Reserve | 5,361,215 | | |
| Land Sale Reserve | 25,766,610 | | |
| Technology Fee Reserve | 1,474,371 | | |
| Rate Stabilization Fund Reserve | | \$ 44,898,011 | |
| Cost Reduction Fund Reserve | | 112,838,357 | |
| DVR Power Plant Contracts Reserve | | 78,163 | |
| Replacement & Improvement | | | \$ 303,090 |
| TOTALS | \$ 85,565,430 | \$ 157,814,531 | \$ 303,090 |

City of Santa Clara

Financial Status Report as of September 30, 2021

Long-Term Interfund Advances

The funds below have made advances/loans which are not expected to be repaid within the next year. The balances reflected in the table are through September 2021. The loan from the General Fund to Parks and Recreation Facilities reflects proceeds from the Land Sale Reserve for the purchase of property at the Reed and Grant Sports Park. This loan is anticipated to be repaid by 25% of future Mitigation Fee Act revenue until the loan is paid in full.

DETAIL OF LONG TERM INTERFUND ADVANCE BALANCES:

| Fund Receiving Advance/Loan | Fund Making Advance/Loan | Type | Amount of Advance/Commitment |
|---------------------------------|--------------------------|---------|------------------------------|
| Cemetery | General Fund | Advance | \$ 7,961,149 |
| Parks and Recreation Facilities | General Fund | Loan | 6,618,748 |
| TOTALS | | | \$ 14,579,897 |

Donations to the City of Santa Clara

Donations received by department during the month of September 2021 and for fiscal year 2021/22 are shown in the table below.

| Department | Sep-21 | Fiscal Year 2021/22 Year To Date | Designated Use |
|-----------------------|--------------|-------------------------------------|--------------------|
| City Manager's Office | \$ 45 | \$ 95 | Help Your Neighbor |
| Parks & Recreation | 0 | 12,550 | Case Management |
| Parks & Recreation | 0 | 625 | Wade Brummal |
| Police | 0 | 75,000 | PD Team 200 |
| TOTALS | \$ 45 | \$ 88,270 | |



City of Santa Clara

The Center of What's Possible

MONTHLY INVESTMENT REPORT

September 2021

City of Santa Clara

Monthly Investment Report

TABLE OF CONTENTS

| | | Page # |
|---|--|---------------|
| 1 | Summary of Investment Portfolio | 1 |
| 2 | Summary of Investments | 3 |
| 3 | Investment Maturity Distribution Schedule | 4 |
| 4 | Attachment A: Investment Inventory With Market Value | 5 |

CITY OF SANTA CLARA **SUMMARY OF INVESTMENT PORTFOLIO**

All securities held by the City of Santa Clara as of September 30, 2021 were in compliance with the City's Investment Policy Statement regarding current market strategy and long-term goals and objectives. All securities held are rated "A" or higher by two nationally recognized rating agencies. There is adequate cash flow and maturity of investments to meet the City's needs for the next six months.

The following table provides the breakdown of the total portfolio among the City, the Sports and Open Space Authority (SOSA), and the Housing Authority (HA) as of September 30, 2021.

| | <u>COST VALUE</u> | <u>PERCENTAGE</u> |
|--------------------------|--------------------------|--------------------------|
| City | \$809,955,408 | 99.50% |
| SOSA | 12,561 | 0.00% |
| HA | <u>4,053,444</u> | <u>0.50%</u> |
| Unrestricted | \$814,021,413 | <u>100.00%</u> |
| Restricted Bond Proceeds | <u>2,146,307</u> | |
| Total Investments | <u>\$816,167,720</u> | |

On September 30, 2021 the cost value and market value of the City's unrestricted pooled investment portfolio were \$813,238,075 and \$826,044,166 respectively.

Investment Strategy and Market Update

The City's investment strategy for September 2021 was to invest funds not required to meet current obligations, in securities listed in the prevailing Investment Policy Statement, with maturities not to exceed five years from date of purchase. This strategy ensures safety of the City's funds, provides liquidity to meet the City's cash needs, and earns a reasonable portfolio return.

On September 14, 2020, City Council approved entering into a contract with PFM Asset Management LLC ("PFM") for the management of the City's investment portfolio. The City has leveraged PFM's extensive investment management experience and dedicated credit and risk management personnel to further diversify the portfolio and enhance returns. PFM began actively managing the City's securities portfolio on September 1, 2020.

As of September 30, 2021, 47.56% of the City's portfolio consists of U.S. Treasury Notes, 29.35% consists of Federal Agencies, 8.55% consists of Local Agency Investment Fund (LAIF), 8.16% consists of investment grade Corporate Notes, 2.25% consists of investment grade Supranational Obligations, 1.07% consists of investment grade Asset-Back Securities, 2.25% consists of Negotiable Certificates of Deposit, and 0.51% consists of investment grade Municipal Bonds. In addition, City bond proceeds are invested in separate funds and are not included in the calculation of the City's portfolio yield.

The City's portfolio yield, including LAIF and money market accounts, was 1.28% and the average maturity of the City's portfolio was 2.04 years.

Traditionally the City has compared the portfolio yield to the 24-month moving average yield of the two-year Treasury Note (Benchmark Yield*). During 2021 annual Investment Policy review, the City evaluated alternate portfolio performance benchmarks in order to establish an independent standard to serve as a measure of the performance of the portfolio and to help guide the maturity structure of the portfolio. The City began using the 24-Month moving average yield of the ICE BaML 0-5 US Treasury Index as benchmark, effective March 23, 2021.

The City's securities portfolio compared to the ICE BaML 0-5 US Treasury Index (Benchmark) as of September 30, 2021 was as follows:

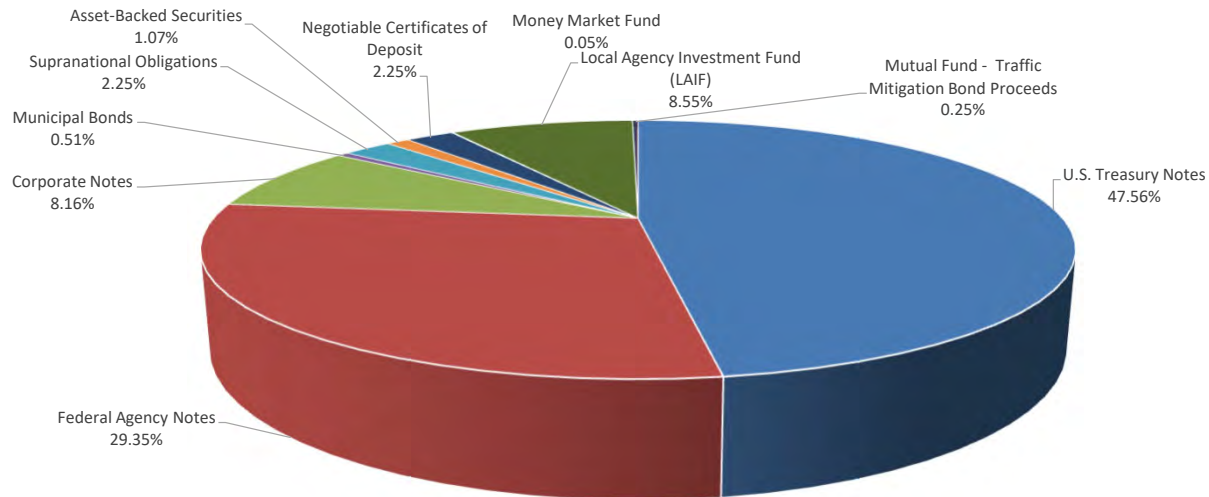
| Description | Average Maturity (Years) | Yield to Maturity (At Cost) ¹ |
|-----------------------|-----------------------------|---|
| Santa Clara Portfolio | 2.22 | 1.39% |
| Benchmark | 2.24 | 0.49% |

1. *Yield to Maturity at Cost: The expected rate of return based on the original cost, annual interest receipts, maturity value, and the time period from purchase date to maturity, stated as a percentage on an annualized basis.*

The Benchmark yield represents the 24-month moving average yield of the ICE BaML 0-5 US Treasury Index.

**CITY OF SANTA CLARA
SUMMARY OF INVESTMENTS SEPTEMBER 30, 2021**

| <u>INVESTMENT TYPE</u> | <u>COST VALUE</u> | <u>% OF PORTFOLIO</u> | <u>PER INVESTMENT POLICY</u> |
|--|------------------------------|----------------------------------|---|
| U.S. Treasury Notes | 388,186,813 | 47.56% | No Limit |
| Federal Agency Notes | 239,440,649 | 29.35% | 80% |
| Corporate Notes | 66,565,580 | 8.16% | 15% |
| Municipal Bonds | 4,145,000 | 0.51% | 20% |
| Supranational Obligations | 18,376,628 | 2.25% | 10% |
| Asset-Backed Securities | 8,693,662 | 1.07% | 20% |
| Negotiable Certificates of Deposit | 18,360,000 | 2.25% | 25% |
| Money Market Fund | 434,011 | 0.05% | 10% Per Fund |
| Local Agency Investment Fund (LAIF) | 69,819,070 | 8.55% | \$75 M |
| Mutual Fund - Traffic Mitigation Bond Proceeds | 2,146,307 | 0.25% | 10% Per Fund |
| TOTAL INVESTMENTS | <u>\$ 816,167,720</u> | <u>100.00%</u> | |



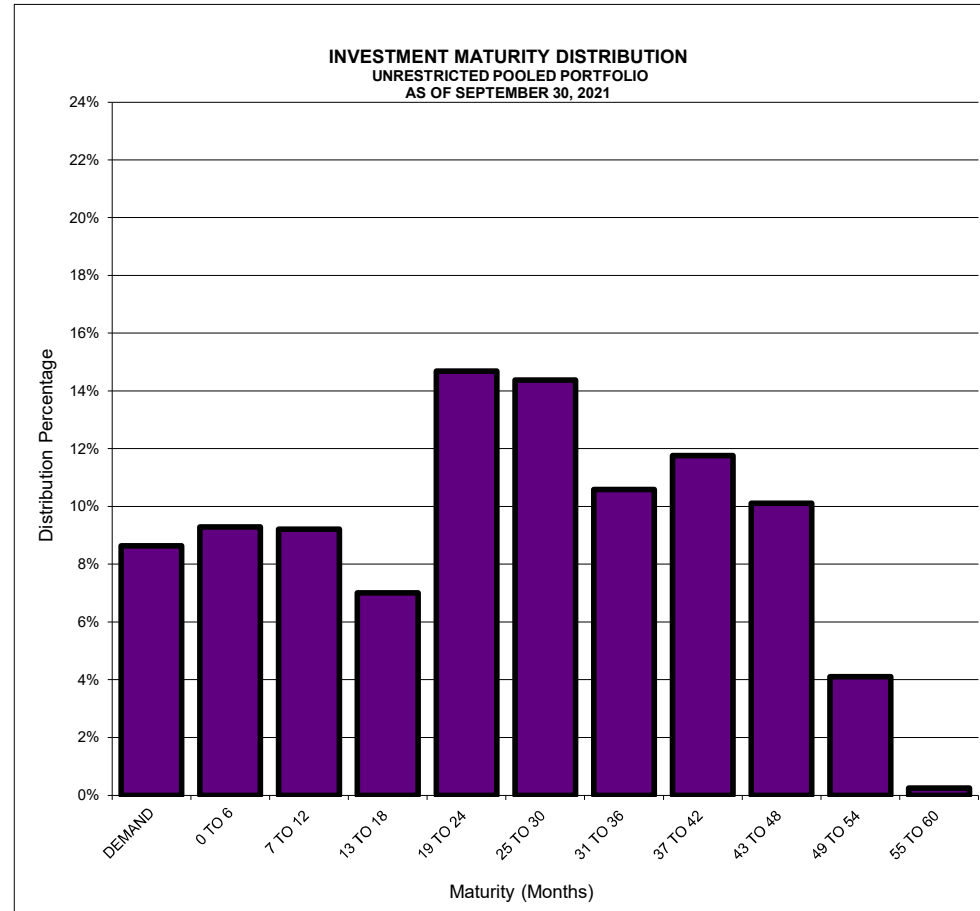
CITY OF SANTA CLARA

**INVESTMENT MATURITY DISTRIBUTION
AS OF SEPTEMBER 30, 2021
UNRESTRICTED POOLED PORTFOLIO**

| MATURITY (IN MONTHS) | COST VALUE | NUMBER OF INVESTMENTS | DISTRIBUTION |
|---------------------------------|-----------------------|----------------------------------|---------------------|
| DEMAND | \$ 70,253,081 (a) | 2 | 8.63% |
| 0 TO 6 | 75,625,089 | 13 | 9.29% |
| 7 TO 12 | 74,944,103 | 11 | 9.21% |
| 13 TO 18 | 57,024,783 | 11 | 7.01% |
| 19 TO 24 | 119,490,373 | 20 | 14.68% |
| 25 TO 30 | 116,973,291 | 21 | 14.37% |
| 31 TO 36 | 86,190,737 | 14 | 10.59% |
| 37 TO 42 | 95,742,880 | 16 | 11.76% |
| 43 TO 48 | 82,315,543 | 11 | 10.11% |
| 49 TO 54 | 33,361,983 | 7 | 4.10% |
| 55 TO 60 | 2,099,550 | 1 | 0.25% |
| TOTAL | \$ 814,021,413 | 127 | 100.00% |

Average Maturity of Unrestricted Pool: 2.04 Years

(a) \$20 million is earmarked for the City's Electric Utility power-trading.



City of Santa Clara Monthly Report

9/30/2021

| Description | Issue Date | Coupon Rate | Maturity Date | CUSIP | Par Value | S&P Rating | Settle Date | Cost Value | YTM at Cost | Market Value | Unrealized G/L |
|------------------------|------------|-------------|---------------|-----------|---------------|------------|-------------|---------------|-------------|---------------|----------------|
| UNITED STATES TREASURY | 10/15/2018 | 2.875% | 10/15/2021 | 9128285F3 | 5,000,000.00 | AA+ | 1/16/2019 | 5,043,554.69 | 2.54% | 5,005,400.00 | -38,154.69 |
| UNITED STATES TREASURY | 11/30/2016 | 1.750% | 11/30/2021 | 912828U65 | 10,000,000.00 | AA+ | 5/21/2018 | 9,648,046.88 | 2.80% | 10,027,700.00 | 379,653.12 |
| UNITED STATES TREASURY | 1/3/2017 | 2.000% | 12/31/2021 | 912828U81 | 5,000,000.00 | AA+ | 11/8/2017 | 5,016,796.88 | 1.92% | 5,024,150.00 | 7,353.12 |
| UNITED STATES TREASURY | 1/31/2017 | 1.875% | 1/31/2022 | 912828V72 | 5,000,000.00 | AA+ | 2/23/2018 | 4,878,125.00 | 2.53% | 5,030,300.00 | 152,175.00 |
| UNITED STATES TREASURY | 3/2/2015 | 1.750% | 2/28/2022 | 912828J43 | 2,800,000.00 | AA+ | 3/3/2017 | 2,735,687.50 | 2.24% | 2,819,684.00 | 83,996.50 |
| UNITED STATES TREASURY | 3/31/2017 | 1.875% | 3/31/2022 | 912828W89 | 5,000,000.00 | AA+ | 1/24/2018 | 4,902,343.75 | 2.37% | 5,044,900.00 | 142,556.25 |
| UNITED STATES TREASURY | 5/1/2017 | 1.875% | 4/30/2022 | 912828X47 | 5,000,000.00 | AA+ | 1/19/2018 | 4,901,757.81 | 2.36% | 5,052,750.00 | 150,992.19 |
| UNITED STATES TREASURY | 6/1/2015 | 1.875% | 5/31/2022 | 912828XD7 | 5,000,000.00 | AA+ | 6/8/2017 | 5,024,218.75 | 1.77% | 5,059,750.00 | 35,531.25 |
| UNITED STATES TREASURY | 6/30/2015 | 2.125% | 6/30/2022 | 912828XG0 | 25,000,000.00 | AA+ | 12/21/2018 | 25,448,046.88 | 1.60% | 25,380,750.00 | -67,296.88 |
| UNITED STATES TREASURY | 7/31/2017 | 1.875% | 7/31/2022 | 9128282P4 | 5,000,000.00 | AA+ | 3/26/2018 | 4,853,515.63 | 2.59% | 5,074,600.00 | 221,084.37 |
| UNITED STATES TREASURY | 8/31/2015 | 1.875% | 8/31/2022 | 912828L24 | 5,000,000.00 | AA+ | 9/28/2017 | 4,991,015.00 | 1.91% | 5,082,050.00 | 91,035.00 |
| UNITED STATES TREASURY | 10/2/2017 | 1.875% | 9/30/2022 | 9128282W9 | 5,000,000.00 | AA+ | 4/19/2018 | 4,820,117.19 | 2.74% | 5,089,050.00 | 268,932.81 |
| UNITED STATES TREASURY | 9/30/2015 | 1.750% | 9/30/2022 | 912828L57 | 5,000,000.00 | AA+ | 10/5/2017 | 4,950,781.25 | 1.96% | 5,083,200.00 | 132,418.75 |
| UNITED STATES TREASURY | 11/2/2015 | 1.875% | 10/31/2022 | 912828M49 | 5,000,000.00 | AA+ | 10/25/2017 | 4,953,515.63 | 2.07% | 5,095,100.00 | 141,584.37 |
| UNITED STATES TREASURY | 11/30/2015 | 2.000% | 11/30/2022 | 912828M80 | 5,000,000.00 | AA+ | 12/15/2017 | 4,960,546.88 | 2.17% | 5,108,600.00 | 148,053.12 |
| UNITED STATES TREASURY | 12/31/2015 | 2.125% | 12/31/2022 | 912828N30 | 1,300,000.00 | AA+ | 5/14/2018 | 1,260,187.50 | 2.84% | 1,331,993.00 | 71,805.50 |
| UNITED STATES TREASURY | 1/15/2020 | 1.500% | 1/15/2023 | 912828Z29 | 2,850,000.00 | AA+ | 4/20/2020 | 2,947,968.75 | 0.24% | 2,899,533.00 | -48,435.75 |
| UNITED STATES TREASURY | 2/1/2016 | 1.750% | 1/31/2023 | 912828P38 | 5,000,000.00 | AA+ | 2/13/2018 | 4,810,937.50 | 2.57% | 5,105,450.00 | 294,512.50 |
| UNITED STATES TREASURY | 2/29/2016 | 1.500% | 2/28/2023 | 912828P79 | 10,000,000.00 | AA+ | 2/27/2018 | 9,450,000.00 | 2.68% | 10,188,300.00 | 738,300.00 |
| UNITED STATES TREASURY | 3/31/2016 | 1.500% | 3/31/2023 | 912828Q29 | 10,000,000.00 | AA+ | 4/10/2018 | 9,479,290.00 | 2.62% | 10,196,500.00 | 717,210.00 |
| UNITED STATES TREASURY | 3/31/2021 | 0.125% | 3/31/2023 | 91282CBU4 | 5,000,000.00 | AA+ | 6/29/2021 | 4,992,187.50 | 0.21% | 4,995,100.00 | 2,912.50 |
| UNITED STATES TREASURY | 5/2/2016 | 1.625% | 4/30/2023 | 912828R28 | 10,000,000.00 | AA+ | 5/8/2018 | 9,446,875.00 | 2.82% | 10,223,800.00 | 776,925.00 |
| UNITED STATES TREASURY | 5/31/2016 | 1.625% | 5/31/2023 | 912828R69 | 10,000,000.00 | AA+ | 7/16/2018 | 9,484,375.00 | 2.76% | 10,233,200.00 | 748,825.00 |
| UNITED STATES TREASURY | 7/2/2018 | 2.625% | 6/30/2023 | 9128284U1 | 5,030,000.00 | AA+ | 8/26/2021 | 5,252,616.80 | 0.22% | 5,239,449.20 | -13,167.60 |
| UNITED STATES TREASURY | 6/30/2016 | 1.375% | 6/30/2023 | 912828S35 | 20,000,000.00 | AA+ | 1/17/2019 | 20,053,710.95 | 1.31% | 20,400,000.00 | 346,289.05 |
| UNITED STATES TREASURY | 7/31/2018 | 2.750% | 7/31/2023 | 912828Y61 | 10,000,000.00 | AA+ | 9/18/2018 | 9,918,710.94 | 2.93% | 10,455,900.00 | 537,189.06 |
| UNITED STATES TREASURY | 8/31/2016 | 1.375% | 8/31/2023 | 912828D1 | 5,000,000.00 | AA+ | 9/12/2018 | 4,657,031.25 | 2.87% | 5,105,100.00 | 448,068.75 |
| UNITED STATES TREASURY | 9/30/2016 | 1.375% | 9/30/2023 | 912828T26 | 7,500,000.00 | AA+ | 11/13/2018 | 6,947,167.97 | 3.01% | 7,662,600.00 | 715,432.03 |
| UNITED STATES TREASURY | 10/15/2020 | 0.125% | 10/15/2023 | 91282CAP6 | 5,260,000.00 | AA+ | 3/26/2021 | 5,248,288.28 | 0.21% | 5,241,116.60 | -7,171.68 |
| UNITED STATES TREASURY | 10/31/2016 | 1.625% | 10/31/2023 | 912828T91 | 5,000,000.00 | AA+ | 1/25/2019 | 4,787,695.31 | 2.58% | 5,135,950.00 | 348,254.69 |
| UNITED STATES TREASURY | 11/30/2018 | 2.875% | 11/30/2023 | 9128285P1 | 9,745,000.00 | AA+ | 6/23/2021 | 10,349,875.20 | 0.32% | 10,279,805.60 | -70,069.60 |
| UNITED STATES TREASURY | 11/30/2016 | 2.125% | 11/30/2023 | 912828U57 | 10,000,000.00 | AA+ | 2/28/2019 | 10,251,562.50 | 1.57% | 10,388,300.00 | 136,737.50 |
| UNITED STATES TREASURY | 1/3/2017 | 2.250% | 12/31/2023 | 912828V23 | 5,000,000.00 | AA+ | 3/13/2019 | 4,957,812.50 | 2.44% | 5,212,500.00 | 254,687.50 |
| UNITED STATES TREASURY | 1/15/2021 | 0.125% | 1/15/2024 | 91282CBE0 | 5,000,000.00 | AA+ | 3/26/2021 | 4,981,445.31 | 0.26% | 4,973,250.00 | -8,195.31 |
| UNITED STATES TREASURY | 1/15/2021 | 0.125% | 1/15/2024 | 91282CBE0 | 2,510,000.00 | AA+ | 3/31/2021 | 2,497,744.14 | 0.30% | 2,496,571.50 | -1,172.64 |
| UNITED STATES TREASURY | 1/15/2021 | 0.125% | 1/15/2024 | 91282CBE0 | 11,000,000.00 | AA+ | 6/11/2021 | 10,972,500.00 | 0.22% | 10,941,150.00 | -31,350.00 |
| UNITED STATES TREASURY | 1/15/2021 | 0.125% | 1/15/2024 | 91282CBE0 | 5,525,000.00 | AA+ | 7/14/2021 | 5,497,375.00 | 0.33% | 5,495,441.25 | -1,933.75 |
| UNITED STATES TREASURY | 1/31/2019 | 2.500% | 1/31/2024 | 9128285Z9 | 5,000,000.00 | AA+ | 4/14/2020 | 5,407,421.88 | 0.34% | 5,247,650.00 | -159,771.88 |
| UNITED STATES TREASURY | 1/31/2017 | 2.250% | 1/31/2024 | 912828V80 | 5,000,000.00 | AA+ | 2/13/2019 | 4,936,328.13 | 2.52% | 5,219,550.00 | 283,221.87 |
| UNITED STATES TREASURY | 2/28/2017 | 2.125% | 2/29/2024 | 912828W48 | 5,000,000.00 | AA+ | 3/19/2019 | 4,926,950.00 | 2.44% | 5,209,550.00 | 282,600.00 |
| UNITED STATES TREASURY | 2/28/2017 | 2.125% | 2/29/2024 | 912828W48 | 2,575,000.00 | AA+ | 4/15/2021 | 2,708,376.95 | 0.31% | 2,682,918.25 | -25,458.70 |
| UNITED STATES TREASURY | 3/31/2017 | 2.125% | 3/31/2024 | 912828W71 | 5,000,000.00 | AA+ | 4/29/2019 | 4,955,078.13 | 2.32% | 5,212,700.00 | 257,621.87 |
| UNITED STATES TREASURY | 5/1/2017 | 2.000% | 4/30/2024 | 912828X70 | 5,000,000.00 | AA+ | 5/16/2019 | 4,952,734.38 | 2.20% | 5,202,550.00 | 249,815.62 |
| UNITED STATES TREASURY | 5/15/2014 | 2.500% | 5/15/2024 | 912828WJ5 | 6,050,000.00 | AA+ | 8/16/2019 | 6,332,174.65 | 1.48% | 6,376,155.50 | 43,980.85 |
| UNITED STATES TREASURY | 6/30/2019 | 1.750% | 6/30/2024 | 9128286Z8 | 7,250,000.00 | AA+ | 12/12/2019 | 7,253,398.44 | 1.74% | 7,505,417.50 | 252,019.06 |
| UNITED STATES TREASURY | 6/30/2017 | 2.000% | 6/30/2024 | 912828XX3 | 5,000,000.00 | AA+ | 8/29/2019 | 5,136,328.13 | 1.41% | 5,209,200.00 | 72,871.87 |
| UNITED STATES TREASURY | 7/15/2021 | 0.375% | 7/15/2024 | 91282CCL3 | 5,250,000.00 | AA+ | 9/10/2021 | 5,246,718.75 | 0.40% | 5,235,667.50 | -11,051.25 |
| UNITED STATES TREASURY | 7/31/2017 | 2.125% | 7/31/2024 | 9128282N9 | 5,000,000.00 | AA+ | 9/10/2019 | 5,133,315.75 | 1.56% | 5,231,250.00 | 97,934.25 |

City of Santa Clara Monthly Report

9/30/2021

| Description | Issue Date | Coupon Rate | Maturity Date | CUSIP | Par Value | S&P Rating | Settle Date | Cost Value | YTM at Cost | Market Value | Unrealized G/L |
|----------------------------------|------------|-------------|---------------|-----------------|-----------------------|------------|-------------|-----------------------|-------------|-----------------------|---------------------|
| UNITED STATES TREASURY | 8/31/2017 | 1.875% | 8/31/2024 | 9128282U3 | 2,985,000.00 | AA+ | 3/10/2020 | 3,149,640.66 | 0.62% | 3,103,832.85 | -45,807.81 |
| UNITED STATES TREASURY | 8/31/2019 | 1.250% | 8/31/2024 | 912828YE4 | 4,750,000.00 | AA+ | 1/5/2021 | 4,928,867.19 | 0.21% | 4,852,410.00 | -76,457.19 |
| UNITED STATES TREASURY | 10/31/2017 | 2.250% | 10/31/2024 | 9128283D0 | 10,000,000.00 | AA+ | 11/18/2019 | 10,290,625.00 | 1.64% | 10,522,300.00 | 231,675.00 |
| UNITED STATES TREASURY | 11/30/2017 | 2.125% | 11/30/2024 | 9128283J7 | 5,000,000.00 | AA+ | 1/6/2020 | 5,118,945.31 | 1.62% | 5,244,550.00 | 125,604.69 |
| UNITED STATES TREASURY | 1/2/2018 | 2.250% | 12/31/2024 | 9128283P3 | 10,000,000.00 | AA+ | 1/7/2020 | 10,300,781.25 | 1.62% | 10,534,400.00 | 233,618.75 |
| UNITED STATES TREASURY | 1/31/2020 | 1.375% | 1/31/2025 | 912828Z52 | 5,000,000.00 | AA+ | 4/22/2020 | 5,238,671.88 | 0.37% | 5,126,000.00 | -112,671.88 |
| UNITED STATES TREASURY | 1/31/2020 | 1.375% | 1/31/2025 | 912828Z52 | 1,950,000.00 | AA+ | 5/7/2021 | 2,013,146.48 | 0.50% | 1,999,140.00 | -14,006.48 |
| UNITED STATES TREASURY | 2/28/2018 | 2.750% | 2/28/2025 | 9128283Z1 | 6,200,000.00 | AA+ | 3/6/2020 | 6,850,757.82 | 0.61% | 6,644,664.00 | -206,093.82 |
| UNITED STATES TREASURY | 8/31/2020 | 0.250% | 8/31/2025 | 91282CAJ0 | 16,330,000.00 | AA+ | 8/2/2021 | 16,153,942.19 | 0.52% | 15,996,378.10 | -157,564.09 |
| UNITED STATES TREASURY | 12/31/2020 | 0.375% | 12/31/2025 | 91282CBC4 | 3,820,000.00 | AA+ | 5/3/2021 | 3,751,956.25 | 0.76% | 3,742,988.80 | -8,967.45 |
| UNITED STATES TREASURY | 2/28/2021 | 0.500% | 2/28/2026 | 91282CBQ3 | 8,100,000.00 | AA+ | 8/31/2021 | 8,027,226.56 | 0.70% | 7,963,353.00 | -63,873.56 |
| U.S. Treasury Bond / Note | | | | Subtotal | 388,780,000.00 | | | 388,186,812.90 | | 397,241,619.65 | 9,054,806.75 |
| FANNIE MAE | 10/7/2016 | 1.375% | 10/7/2021 | 3135G0Q89 | 5,000,000.00 | AA+ | 10/7/2016 | 4,982,000.00 | 1.45% | 5,001,100.00 | 19,100.00 |
| FANNIE MAE | 1/9/2017 | 2.000% | 1/5/2022 | 3135G0S38 | 5,000,000.00 | AA+ | 10/10/2018 | 4,845,050.00 | 3.01% | 5,024,400.00 | 179,350.00 |
| FANNIE MAE | 10/6/2017 | 2.000% | 10/5/2022 | 3135G0T78 | 5,000,000.00 | AA+ | 1/26/2018 | 4,890,750.00 | 2.50% | 5,096,500.00 | 205,750.00 |
| FANNIE MAE | 11/25/2020 | 0.250% | 11/27/2023 | 3135G06H1 | 4,950,000.00 | AA+ | 11/25/2020 | 4,944,357.00 | 0.29% | 4,944,109.50 | -247.50 |
| FANNIE MAE | 11/25/2020 | 0.250% | 11/27/2023 | 3135G06H1 | 5,225,000.00 | AA+ | 1/22/2021 | 5,230,799.75 | 0.21% | 5,218,782.25 | -12,017.50 |
| FANNIE MAE | 7/8/2019 | 1.750% | 7/2/2024 | 3135G0V75 | 15,000,000.00 | AA+ | 12/18/2019 | 15,566,089.75 | 0.90% | 15,525,750.00 | -40,339.75 |
| FANNIE MAE | 1/10/2020 | 1.625% | 1/7/2025 | 3135G0X24 | 7,500,000.00 | AA+ | 1/22/2020 | 7,499,025.00 | 1.63% | 7,756,500.00 | 257,475.00 |
| FANNIE MAE | 4/24/2020 | 0.625% | 4/22/2025 | 3135G03U5 | 10,000,000.00 | AA+ | 5/7/2020 | 10,050,600.00 | 0.52% | 9,980,200.00 | -70,400.00 |
| FANNIE MAE | 11/12/2020 | 0.500% | 11/7/2025 | 3135G06G3 | 1,860,000.00 | AA+ | 12/29/2020 | 1,864,929.00 | 0.44% | 1,835,913.00 | -29,016.00 |
| FNMA Medium Term Note | | | | Subtotal | 59,535,000.00 | | | 59,873,600.50 | | 60,383,254.75 | 509,654.25 |
| FEDERAL FARM CREDIT BANKS | 10/14/2016 | 1.400% | 4/14/2022 | 3133EGYS8 | 5,000,000.00 | AA+ | 2/4/2020 | 4,994,485.00 | 1.45% | 5,035,450.00 | 40,965.00 |
| FEDERAL FARM CREDIT BANKS | 7/19/2019 | 1.850% | 7/19/2022 | 3133EKVE3 | 5,000,000.00 | AA+ | 7/17/2019 | 4,994,300.00 | 1.89% | 5,072,550.00 | 78,250.00 |
| FEDERAL FARM CREDIT BANKS | 8/5/2019 | 1.850% | 8/5/2022 | 3133EKYJ9 | 5,000,000.00 | AA+ | 8/13/2019 | 5,029,800.00 | 1.64% | 5,075,600.00 | 45,800.00 |
| FEDERAL FARM CREDIT BANKS | 11/1/2017 | 2.080% | 11/1/2022 | 3133EHM91 | 1,800,000.00 | AA+ | 10/7/2019 | 1,834,398.00 | 1.44% | 1,838,952.00 | 4,554.00 |
| FEDERAL FARM CREDIT BANKS | 3/16/2018 | 2.710% | 12/16/2022 | 3133EJGU7 | 5,000,000.00 | AA+ | 3/28/2018 | 5,015,935.00 | 2.64% | 5,155,050.00 | 139,115.00 |
| FEDERAL FARM CREDIT BANKS | 6/19/2018 | 2.890% | 6/19/2023 | 3133EJSD2 | 5,000,000.00 | AA+ | 11/28/2018 | 4,980,250.00 | 2.98% | 5,224,900.00 | 244,650.00 |
| FEDERAL FARM CREDIT BANKS | 1/17/2020 | 1.600% | 7/17/2023 | 3133ELHZ0 | 5,000,000.00 | AA+ | 1/16/2020 | 4,998,200.00 | 1.61% | 5,118,000.00 | 119,800.00 |
| FEDERAL FARM CREDIT BANKS | 8/14/2018 | 2.900% | 8/14/2023 | 3133EJWV7 | 5,000,000.00 | AA+ | 9/17/2018 | 4,977,050.00 | 3.00% | 5,242,300.00 | 265,250.00 |
| FEDERAL FARM CREDIT BANKS | 10/2/2018 | 3.050% | 10/2/2023 | 3133EJD48 | 7,575,000.00 | AA+ | 11/27/2018 | 7,583,620.35 | 3.02% | 7,986,171.00 | 402,550.65 |
| FEDERAL FARM CREDIT BANKS | 11/1/2017 | 2.200% | 11/1/2023 | 3133EHN25 | 2,965,000.00 | AA+ | 6/26/2019 | 3,006,094.90 | 1.87% | 3,078,796.70 | 72,701.80 |
| FEDERAL FARM CREDIT BANKS | 2/27/2019 | 2.610% | 2/27/2024 | 3133EKBW5 | 5,000,000.00 | AA+ | 3/20/2019 | 5,033,150.00 | 2.47% | 5,260,300.00 | 227,150.00 |
| FEDERAL FARM CREDIT BANKS | 4/22/2019 | 2.450% | 7/22/2024 | 3133EKHV1 | 5,000,000.00 | AA+ | 9/4/2019 | 5,250,650.00 | 1.38% | 5,268,750.00 | 18,100.00 |
| FEDERAL FARM CREDIT BANKS | 11/1/2019 | 1.650% | 11/1/2024 | 3133EK4Y9 | 5,000,000.00 | AA+ | 11/8/2019 | 4,962,850.00 | 1.81% | 5,160,250.00 | 197,400.00 |
| FEDERAL FARM CREDIT BANKS | 1/23/2020 | 1.650% | 1/23/2025 | 3133ELJM7 | 7,320,000.00 | AA+ | 5/18/2020 | 7,689,367.20 | 0.56% | 7,566,098.40 | -123,268.80 |
| FEDERAL FARM CREDIT BANKS | 5/14/2020 | 0.500% | 5/14/2025 | 3133ELZM9 | 10,000,000.00 | AA+ | 5/15/2020 | 9,982,800.00 | 0.53% | 9,918,700.00 | -64,100.00 |
| FEDERAL FARM CREDIT BANKS | 6/9/2020 | 0.500% | 6/9/2025 | 3133ELH23 | 10,000,000.00 | AA+ | 6/12/2020 | 9,997,540.00 | 0.50% | 9,911,000.00 | -86,540.00 |
| FFCB Medium Term Note | | | | Subtotal | 89,660,000.00 | | | 90,330,490.45 | | 91,912,868.10 | 1,582,377.65 |
| FEDERAL FARM CREDIT BANKS | 7/2/2020 | 0.500% | 7/2/2025 | 3133ELR71 | 10,000,000.00 | AA+ | 7/14/2020 | 10,017,640.00 | 0.46% | 9,922,800.00 | -94,840.00 |
| FFCB Coupon Note | | | | Subtotal | 10,000,000.00 | | | 10,017,640.00 | | 9,922,800.00 | -94,840.00 |
| FEDERAL HOME LOAN BANKS | 11/14/2018 | 3.000% | 12/10/2021 | 3130AFFN2 | 5,000,000.00 | AA+ | 2/8/2019 | 5,068,100.00 | 2.50% | 5,027,350.00 | -40,750.00 |
| FEDERAL HOME LOAN BANKS | 2/17/2012 | 2.250% | 3/11/2022 | 313378CR0 | 5,000,000.00 | AA+ | 3/13/2020 | 5,150,900.00 | 0.72% | 5,048,000.00 | -102,900.00 |

City of Santa Clara Monthly Report

9/30/2021

| Description | Issue Date | Coupon Rate | Maturity Date | CUSIP | Par Value | S&P Rating | Settle Date | Cost Value | YTM at Cost | Market Value | Unrealized G/L |
|--|------------|-------------|---------------|-----------------|---------------|------------|-------------|---------------|-------------|---------------|----------------|
| FEDERAL HOME LOAN BANKS | 8/15/2013 | 3.125% | 9/9/2022 | 313383WD9 | 5,000,000.00 | AA+ | 12/12/2018 | 5,039,800.00 | 2.90% | 5,142,450.00 | 102,650.00 |
| FEDERAL HOME LOAN BANKS | 10/17/2014 | 2.375% | 9/8/2023 | 3130A3DL5 | 5,000,000.00 | AA+ | 9/5/2019 | 5,164,135.00 | 1.53% | 5,201,650.00 | 37,515.00 |
| FEDERAL HOME LOAN BANKS | 12/9/2013 | 3.375% | 12/8/2023 | 3130A0F70 | 5,000,000.00 | AA+ | 1/8/2019 | 5,147,870.00 | 2.73% | 5,332,900.00 | 185,030.00 |
| FEDERAL HOME LOAN BANKS | 1/16/2015 | 2.250% | 12/8/2023 | 3130A3VC5 | 5,000,000.00 | AA+ | 3/12/2020 | 5,282,425.00 | 0.72% | 5,205,600.00 | -76,825.00 |
| FEDERAL HOME LOAN BANKS | 3/29/2017 | 2.375% | 3/8/2024 | 3130AB3H7 | 5,000,000.00 | AA+ | 4/11/2019 | 4,998,795.00 | 2.38% | 5,248,550.00 | 249,755.00 |
| FEDERAL HOME LOAN BANKS | 5/8/2014 | 2.875% | 6/14/2024 | 3130A1XJ2 | 5,000,000.00 | AA+ | 11/20/2019 | 5,270,205.00 | 1.64% | 5,323,250.00 | 53,045.00 |
| FEDERAL HOME LOAN BANKS | 11/6/2014 | 2.750% | 12/13/2024 | 3130A3GE8 | 5,000,000.00 | AA+ | 3/12/2020 | 5,461,300.00 | 0.77% | 5,345,050.00 | -116,250.00 |
| FHLB Medium Term Note | | | | Subtotal | 45,000,000.00 | | | 46,583,530.00 | | 46,874,800.00 | 291,270.00 |
| FEDERAL HOME LOAN BANKS | 11/4/2019 | 1.875% | 11/4/2024 | 3130AHGL1 | 3,840,000.00 | AA+ | 10/31/2019 | 3,840,000.00 | 1.87% | 3,846,220.80 | 6,220.80 |
| FHLB Coupon Note | | | | Subtotal | 3,840,000.00 | | | 3,840,000.00 | | 3,846,220.80 | 6,220.80 |
| FREDDIE MAC | 5/7/2020 | 0.375% | 5/5/2023 | 3137EAE6 | 5,000,000.00 | AA+ | 5/8/2020 | 5,014,545.00 | 0.28% | 5,009,950.00 | -4,595.00 |
| FREDDIE MAC | 9/4/2020 | 0.250% | 9/8/2023 | 3137EAEW5 | 1,640,000.00 | AA+ | 9/4/2020 | 1,640,761.21 | 0.24% | 1,638,819.20 | -1,942.01 |
| FREDDIE MAC | 9/4/2020 | 0.250% | 9/8/2023 | 3137EAEW5 | 4,295,000.00 | AA+ | 9/4/2020 | 4,293,582.65 | 0.26% | 4,291,907.60 | -1,675.05 |
| FREDDIE MAC | 10/16/2020 | 0.125% | 10/16/2023 | 3137EAEY1 | 3,270,000.00 | AA+ | 10/16/2020 | 3,257,802.90 | 0.25% | 3,257,541.30 | -261.60 |
| FREDDIE MAC | 2/14/2020 | 1.500% | 2/12/2025 | 3137EAP0 | 5,000,000.00 | AA+ | 5/20/2020 | 5,226,960.00 | 0.53% | 5,144,050.00 | -82,910.00 |
| FREDDIE MAC | 9/25/2020 | 0.375% | 9/23/2025 | 3137EAEX3 | 9,390,000.00 | AA+ | 9/25/2020 | 9,361,736.10 | 0.44% | 9,237,224.70 | -124,511.40 |
| FHLMC Medium Term Note | | | | Subtotal | 28,595,000.00 | | | 28,795,387.86 | | 28,579,492.80 | -215,895.06 |
| INTER-AMERICAN DEVELOPMENT | 9/23/2021 | 0.500% | 9/23/2024 | 4581X0DZ8 | 11,065,000.00 | AAA | 9/23/2021 | 11,056,811.90 | 0.52% | 11,034,018.00 | -22,793.90 |
| INTL BANK OF RECONSTRUCTION AND DEV | 4/20/2021 | 0.125% | 4/20/2023 | 459058JV6 | 7,335,000.00 | AAA | 4/20/2021 | 7,319,816.55 | 0.23% | 7,321,430.25 | 1,613.70 |
| Supranational | | | | Subtotal | 18,400,000.00 | | | 18,376,628.45 | | 18,355,448.25 | -21,180.20 |
| CALIFORNIA EARTHQUAKE AUTHORITY | 11/24/2020 | 1.477% | 7/1/2023 | 13017HAK2 | 1,430,000.00 | NR | 11/24/2020 | 1,430,000.00 | 1.48% | 1,453,580.70 | 23,580.70 |
| LOS ANGELES COMMUNITY COLLEGE DISTRICT C | 11/10/2020 | 0.773% | 8/1/2025 | 54438CYK2 | 2,715,000.00 | AA+ | 11/10/2020 | 2,715,000.00 | 0.77% | 2,702,673.90 | -12,326.10 |
| Municipals | | | | Subtotal | 4,145,000.00 | | | 4,145,000.00 | | 4,156,254.60 | 11,254.60 |
| AMAZON.COM INC | 5/12/2021 | 0.450% | 5/12/2024 | 023135BW5 | 4,245,000.00 | AA | 5/12/2021 | 4,238,802.30 | 0.50% | 4,236,425.10 | -2,377.20 |
| APPLE INC | 11/13/2017 | 2.750% | 1/13/2025 | 037833DF4 | 5,000,000.00 | AA+ | 3/9/2021 | 5,340,100.00 | 0.94% | 5,295,600.00 | -44,500.00 |
| APPLE INC | 11/13/2017 | 2.750% | 1/13/2025 | 037833DF4 | 5,000,000.00 | AA+ | 3/29/2021 | 5,355,200.00 | 0.84% | 5,295,600.00 | -59,600.00 |
| BANK OF AMERICA | 7/23/2013 | 4.100% | 7/24/2023 | 06053FAA7 | 4,070,000.00 | A- | 9/15/2020 | 4,482,494.50 | 0.52% | 4,339,067.70 | -143,426.80 |
| BANK OF NY MELLON CORP | 1/28/2021 | 0.750% | 1/28/2026 | 06406RAQ0 | 9,000,000.00 | A | 2/10/2021 | 9,025,920.00 | 0.69% | 8,876,520.00 | -149,400.00 |
| BRISTOL-MYERS SQUIBB CO | 11/13/2020 | 0.750% | 11/13/2025 | 110122DN5 | 5,725,000.00 | A+ | 6/30/2021 | 5,672,673.50 | 0.96% | 5,672,673.50 | 0.00 |
| HONEYWELL INTERNATIONAL | 5/18/2020 | 1.350% | 6/1/2025 | 438516CB0 | 5,000,000.00 | A | 9/8/2021 | 5,097,900.00 | 0.82% | 5,081,850.00 | -16,050.00 |
| JOHNSON & JOHNSON | 8/25/2020 | 0.550% | 9/1/2025 | 478160CN2 | 5,000,000.00 | AAA | 9/3/2020 | 5,023,550.00 | 0.45% | 4,956,950.00 | -66,600.00 |
| JPMORGAN CHASE & CO | 9/16/2020 | 0.653% | 9/16/2024 | 46647PBS4 | 2,675,000.00 | A- | 9/16/2020 | 2,675,000.00 | 0.65% | 2,681,687.50 | 6,687.50 |
| JPMORGAN CHASE & CO | 8/10/2021 | 0.768% | 8/9/2025 | 46647PCM6 | 2,340,000.00 | A- | 8/10/2021 | 2,340,000.00 | 0.77% | 2,330,499.60 | -9,500.40 |
| MASTERCARD INC | 12/3/2019 | 2.000% | 3/3/2025 | 57636QAN4 | 5,000,000.00 | A+ | 3/9/2021 | 5,213,450.00 | 0.91% | 5,197,250.00 | -16,200.00 |
| MICROSOFT CORP | 2/12/2015 | 2.700% | 2/12/2025 | 594918BB9 | 5,000,000.00 | AAA | 3/9/2021 | 5,341,700.00 | 0.92% | 5,295,750.00 | -45,950.00 |
| TOYOTA MOTOR CREDIT CORP | 1/11/2021 | 0.450% | 1/11/2024 | 89236THU2 | 6,100,000.00 | A+ | 1/11/2021 | 6,099,634.00 | 0.45% | 6,085,726.00 | -13,908.00 |
| UNILEVER CAPITAL CORP | 9/14/2020 | 0.375% | 9/14/2023 | 904764BJ5 | 660,000.00 | A+ | 9/14/2020 | 659,155.20 | 0.42% | 660,825.00 | 1,669.80 |
| Corporate Note | | | | Subtotal | 64,815,000.00 | | | 66,565,579.50 | | 66,006,424.40 | -559,155.10 |

City of Santa Clara Monthly Report

9/30/2021

| Description | Issue Date | Coupon Rate | Maturity Date | CUSIP | Par Value | S&P Rating | Settle Date | Cost Value | YTM at Cost | Market Value | Unrealized G/L |
|--------------------------------|------------|-------------|---------------|-----------------|----------------|------------|-------------|----------------|-------------|----------------|----------------|
| CARMAX AUTO OWNER TRUST | 4/21/2021 | 0.520% | 2/17/2026 | 14314QAC8 | 2,375,000.00 | AAA | 4/21/2021 | 2,374,488.19 | 0.52% | 2,379,536.25 | 5,048.06 |
| DISCOVER CARD EXECUTION NO | 9/27/2021 | 0.580% | 9/15/2026 | 254683CP8 | 2,100,000.00 | AAA | 9/27/2021 | 2,099,550.39 | 0.58% | 2,094,645.00 | -4,905.39 |
| HYUNDAI AUTO RECEIVABLES TR | 4/28/2021 | 0.380% | 9/15/2025 | 44933LAC7 | 1,575,000.00 | AAA | 4/28/2021 | 1,574,834.31 | 0.38% | 1,574,370.00 | -464.31 |
| TOYOTA AUTO RECEIVABLES OWNER | 9/27/2021 | 0.430% | 1/15/2026 | 89239BAC5 | 2,645,000.00 | AAA | 9/27/2021 | 2,644,789.19 | 0.43% | 2,642,407.90 | -2,381.29 |
| Asset-Backed Security | | | | Subtotal | 8,695,000.00 | | | 8,693,662.08 | | 8,690,959.15 | -2,702.93 |
| BARCLAYS BANK PLC | 2/12/2021 | 0.290% | 2/4/2022 | 06742TWL6 | 11,000,000.00 | A-1 | 2/12/2021 | 11,000,000.00 | 0.29% | 11,005,830.00 | 5,830.00 |
| HSBC BANK USA NA | 2/26/2021 | 0.250% | 2/25/2022 | 40435RKU4 | 7,360,000.00 | A-1 | 2/26/2021 | 7,360,000.00 | 0.25% | 7,363,680.00 | 3,680.00 |
| Certificate of Deposit | | | | Subtotal | 18,360,000.00 | | | 18,360,000.00 | | 18,369,510.00 | 9,510.00 |
| WELLS FARGO PUBLIC INSTITUTION | | | 10/1/2021 | 992995944 | 434,010.46 | | 9/1/2020 | 434,010.46 | 0.07% | 434,010.46 | - |
| LOCAL AGENCY INVESTMENT FUND | | | 10/1/2021 | | 69,819,070.43 | | 9/30/1997 | 69,819,070.43 | 0.62% | 69,819,070.43 | - |
| DREYFUS TREASURY | | | 10/1/2021 | | 2,146,307.31 | | 10/31/1997 | 2,146,307.31 | 0.03% | 2,146,307.31 | - |
| Cash Equivalent | | | | Subtotal | 72,399,388.20 | | | 72,399,388.20 | | 72,399,388.20 | - |
| Grand Total | | | Count | 128 | 812,224,388.20 | | | 816,167,719.94 | | 826,739,040.70 | 10,571,320.76 |



Agenda Report

21-1075

Agenda Date: 12/7/2021

REPORT TO COUNCIL

SUBJECT

Preparation of the Santa Clara Station Area Plan and Related Budget Amendment

COUNCIL PILLAR

Promote and Enhance Economic, Housing and Transportation Development

BACKGROUND

The City's General Plan, adopted in 2010, included the Santa Clara Station Area as a Focus Area. Focus Areas signify areas where the General Plan supports future growth through redevelopment and intensification of existing land uses. These areas include major corridors and destinations, new centers of activity around transit stations, and new residential neighborhoods. Because of their integral location, changes in these areas offer an opportunity to implement the General Plan Major Strategies to enhance the City's quality of life and foster economic vitality. Focus Areas are divided into near-term and Future Focus Areas. While several prerequisites, including the preparation of a comprehensive plan or Specific Plan apply to the Future Focus Areas, development may proceed in the near-term Focus Areas without preparation of a Specific Plan.

The Santa Clara Station Focus Area consists of 244 acres generally bounded by De La Cruz Boulevard, Reed Street, and Martin Avenue to the northeast, and Franklin Street and El Camino Real to the southwest as shown in Attachment 1. At the center of this area is the existing Santa Clara Transit Station, which is served by Caltrain and Altamont Commuter Express rail lines and Valley Transportation Authority (VTA) bus service. The station will also become the terminus for the planned extension of the Bay Area Rapid Transit (BART) system to Downtown San José and Santa Clara (BART Silicon Valley Phase II). The station will be thus become an increasingly important major transit hub for the Bay Area.

Existing development consists of predominantly low intensity retail, office, and light industrial uses. Recent development approvals in the Focus Area include intensifications of key opportunity sites, the 575 Benton Street mixed use project, the Gateway Crossing project at Brokaw and Champions Parkway, and the dual brand hotel at the corner of Brokaw and Coleman.

A previous effort to develop a Plan for the Santa Clara Station Area concluded in 2010 without the adoption of the plan by the City Council. However, elements of that planning effort were included in the 2010 General Plan update.

DISCUSSION

Recent development activity within the Station Area demonstrates market support for intensification of land uses within this key part of the City. The City Council has recently approved individual General Plan amendments for two significant projects (575 Benton and Gateway Crossings),

indicating support for greater densities that support economic development, transit use and the provision of housing in proximity to the City's Downtown core. The City Council and community members have also expressed interest in the preparation of a Station Area Specific Plan to further support and provide additional policy guidance for future development in this area.

The City has recently received two funding opportunities that collectively provide \$900,000 to support preparation of a Specific Plan for the Santa Clara Station Area. The VTA will provide \$500,000 from a Federal grant that has been awarded to fund consultant work to develop the Plan with oversight by the City of Santa Clara, and the Metropolitan Transportation Commission (MTC) will provide \$400,000 from its Planned Development Area (PDA) grant program toward city staffing and consultant work.

Preparation of the Specific Plan will rely upon a consultant team, as well as City staff, to conduct a planning process including community engagement, technical analysis and the preparation of land use policy documents. Community engagement will include a Task Force, targeted outreach to stakeholders, and opportunities for participation by the broader community. In preparation of the draft plan, the chosen consultants will prepare an updated existing conditions report, updated market/financial feasibility analysis, land use plan, traffic analysis, California Environmental Quality Act (CEQA) analysis, and objective development standards for new zoning districts that conform to the new Specific Plan. The plan will consider as a reference material, VTA's Transit-Oriented Communities playbook, which was developed in 2019 and included an existing conditions report, land use strategies, and a market feasibility analysis for the area. The Specific Plan will refine the City's General Plan vision for the planning area through a fine-grained land use and circulation diagram, context-specific development standards, and relevant, actionable implementation steps.

In the proposed Specific Plan, the City will also be considering strategies for new development that respects existing neighborhood and business interfaces. This may mean revising the boundaries of the existing focus area.

This planning effort will help provide developers and the community with more certainty about development densities and amenities, such as parkland and open space that are expected to be provided. This planning effort will also further the City's and the State's goals for increasing the housing supply, addressing greenhouse gas emissions, and promoting multi-modal connections within the area.

The \$500,000 in grant funds awarded to the VTA will be used for consultant costs for the preparation of the Specific Plan, and will be guided through a Transit Oriented Development Cooperative Agreement, which would be brought forward to City Council in early 2022 to set agency roles and expectations for the portion of the Specific Plan utilizing VTA grant funds. Due to the requirements of grant awarded to the VTA from the Federal Transportation Administration, the consultant will be procured and managed by VTA, however the City of Santa Clara will be part of the procurement process to select the consultant and handle the day-to-day management of the consultant.

Staff is exploring an efficient procurement process to select a consultant for the \$400,000 in funding awarded to the City by the MTC for the Specific Plan preparation so that it can leverage the procurement process led by the VTA and ideally result in one consultant that performs Specific Plan preparation tasks from both funding sources.

The scope of work shown below reflects the anticipated process and deliverables for the development of the Santa Clara Station Specific Plan.

- Winter 2022 - City and VTA execute Cooperative Agreement
- Winter 2022 - City appoints Santa Clara Station Area Taskforce
- Spring 2022 - VTA begins procurement process to select Consultant to prepare the draft Specific Plan
- Summer 2022 - Consultant selected, Taskforce commences, stakeholder outreach begins
- Fall 2022 - Existing conditions report completed, community outreach begins to develop the Vision
- Winter 2023 - Draft land use plan developed
- Spring 2023 - Environmental analysis begins, Notice of Preparation
- Summer 2023 - Draft Specific Plan available for public review
- Winter 2024 - Draft EIR circulates
- Spring 2024 - Refinements to Draft Plan and response to EIR comments
- Fall 2024 - Adoption hearings for Planning Commission and City Council
- Fall 2024 - MTC grant expires
- Summer 2025 - VTA grant expires

ENVIRONMENTAL REVIEW

The action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378(b)(5) in that it is a governmental organizational or administrative activity that will not result in direct or indirect changes in the environment. An Environmental Impact Report will be prepared through the Santa Clara Station Specific Plan process.

FISCAL IMPACT

Of the \$900,000 in funding from other agencies to support the preparation of the Santa Clara Area Plan, the City will directly receive \$400,000 in the form of a reimbursable grant from the MTC, which will be used to fund a consultant. Since the selection process for the consultant is still underway, a subsequent memo will be brought forward to Council once the selection process for the consultant is complete for the execution of the contract. The recommended budget action below recognizes the grant funding from the MTC and establishes a Santa Clara Station Area Plan appropriation in the Engineering Operating Grant Trust Fund.

| Budget Amendment FY 2021/22 | | | |
|---|---------|-------------------------|-----------|
| | Current | Increase/ (Decrease) | Revised |
| Engineering Operating Grant Trust Fund | | | |
| <u>Revenue</u> | | | |
| Grant Funding | \$0 | \$400,000 | \$400,000 |
| <u>Expenditure</u> | | | |
| Santa Clara Station Area Plan | \$0 | \$400,000 | \$400,000 |

COORDINATION

This report has been coordinated with the City Attorney's Office.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <<mailto:clerk@santaclaraca.gov>>.

RECOMMENDATION

1. Accept and approve the \$400,000 in grant funding from the MTC for the preparation of the Santa Clara Area Plan; and
2. Consistent with City Charter Section 1305, "At any meeting after the adoption of the budget, the City Council may amend or supplement the budget by motion adopted by the affirmative votes of at least five members so as to authorize the transfer of unused balances appropriated for one purpose to another purpose, or to appropriate available revenue not included in the budget," approve the related FY 2021/22 budget amendment in the Engineering Operating Grant Trust Fund to recognize grant revenue in the amount of \$400,000 and establish a Santa Clara Station Area Plan appropriation in the amount of \$400,000 (**five affirmative Council votes required to appropriate additional revenue**).

Reviewed by: Andrew Crabtree, Community Development Director

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Santa Clara Station Focus Area Boundaries

Santa Clara Station Area Plan



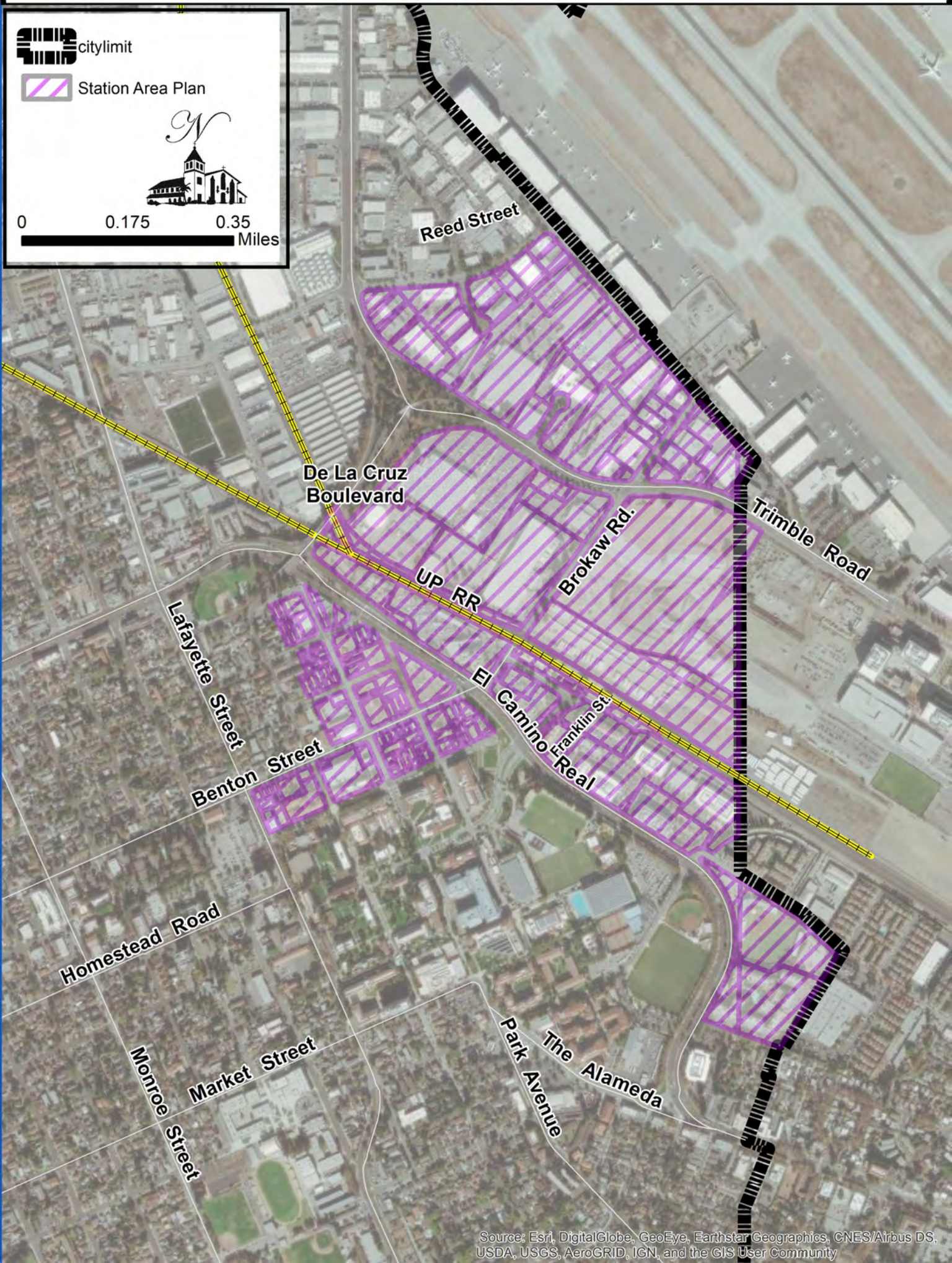
citylimit



Station Area Plan



0 0.175 0.35 Miles





Agenda Report

21-1456

Agenda Date: 12/7/2021

REPORT TO COUNCIL

SUBJECT

Action on the Santa Clara Convention Center FY 2021/22 1st Quarter Financial Status Report

COUNCIL PILLARS

Promote and Enhance Economic, Housing and Transportation Development
Enhance Community Engagement and Transparency
Promote Sustainability and Environmental Protection

BACKGROUND

On February 5, 2019, the City approved an agreement with Global Spectrum L.P. dba Spectra Venue Management (Spectra) to operate the Santa Clara Convention Center (SCCC). Spectra began management of the SCCC on March 18, 2019.

Staff is transmitting Spectra's SCCC status report to Council for compliance with agreement terms.

DISCUSSION

This report transmits for Council information, the Santa Clara Convention Center Financial Status Report for the 1st quarter ending September 30, 2021, as submitted by Spectra. This report is unaudited and, therefore, subject to change.

As Spectra's 1st quarter report indicates, there were no events hosted by the Santa Clara Convention Center. With continued Covid-19 restrictions on large indoor gatherings and events and ongoing capital improvements, the convention center was not open for meetings or events until the 2nd quarter.

Both Spectra and Levy continued to review expenditures in an effort to mitigate financial losses to the City. In preparation of reopening in the 2nd quarter, Spectra began to phase in employees. A total of eight individuals (two part-time and six full-time) returned to work in the 1st quarter.

As discussed in the Quarterly Report, budget to actual financial results are as follows:

Financial Summary – 1st Quarter ended September 30, 2021

| | Projected in Budget | Actual | Difference |
|----------------------|----------------------------|---------------|-------------------|
| Gross Revenue | \$15,288 | \$16,739 | \$1,451 |
| Total Expense | 1,173,767 | 527,925 | 645,842 |
| Net Income | (\$1,158,479) | (\$511,186) | \$647,293 |

Total expenses for the quarter were \$527,925. There was \$16,739 of gross revenue generated from services provided for the vaccination clinic hosted in the previous quarter and other miscellaneous

revenue.

ENVIRONMENTAL REVIEW

The action being considered does not constitute a “project” within the meaning of the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines section 15378(b)(4) in that it is a fiscal activity that does not involve any commitment to any specific project which may result in a potential significant impact on the environment.

FISCAL IMPACT

The net operating loss incurred by the Convention Center for the 1st quarter of FY 2021/22 is \$511,186. This amount does not include any fiscal impact related to TOT, TID, and/or sales tax activity.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov.

RECOMMENDATION

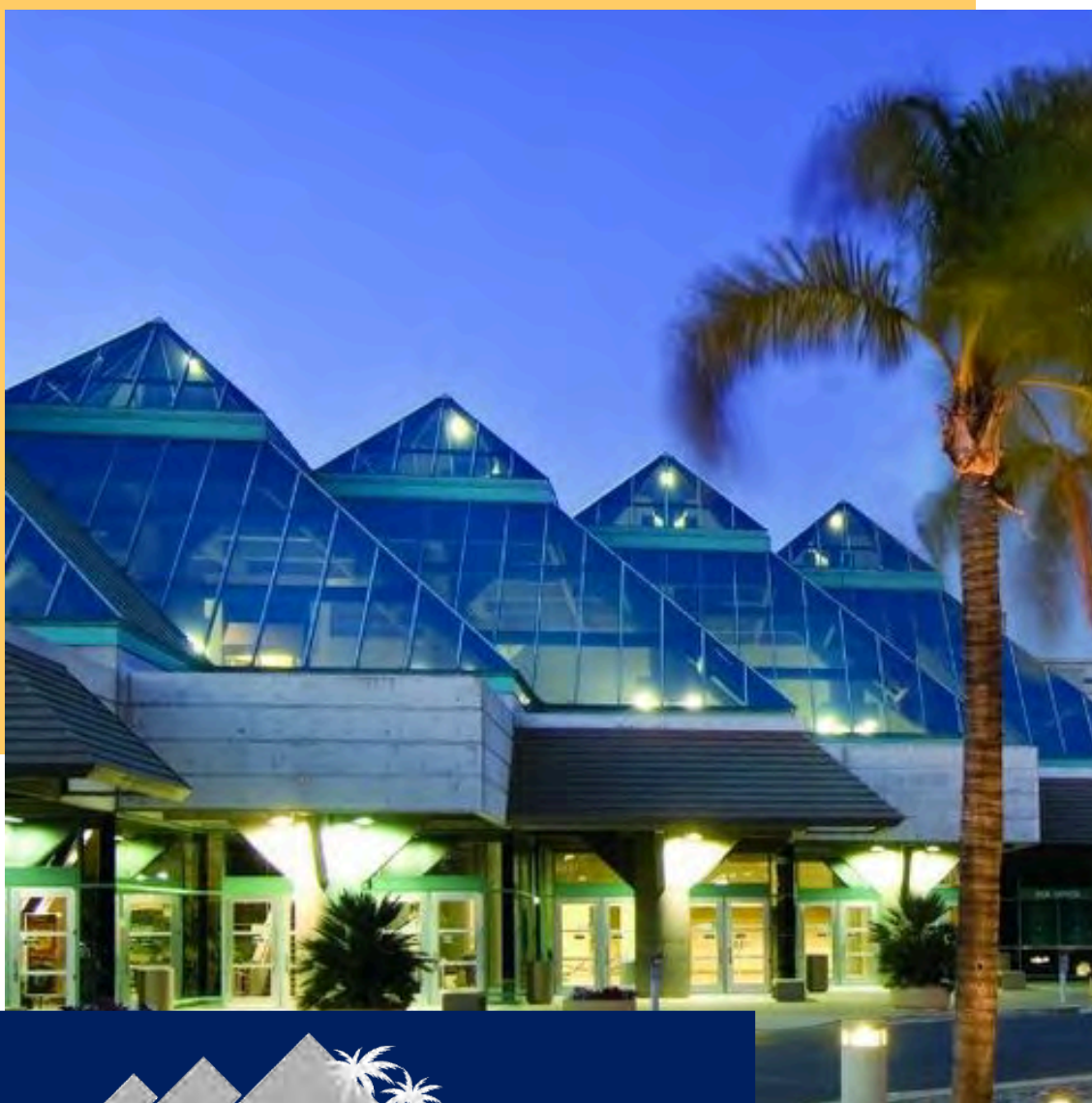
Note and file the Santa Clara Convention Center Financial Status Report for the 1st Quarter ending September 30, 2021, as submitted by Spectra.

Reviewed by: Kenn Lee, Director of Finance

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. SCCC Activity Report for First Quarter FY 2021/22



FY 2021/22 QUARTERLY REPORT – 1st Quarter Ended September 30, 2021



October 25, 2021

Table of Contents

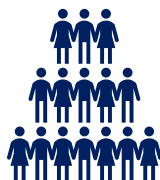
| | |
|---|-----------|
| 1st Quarter Highlights..... | 2 |
| Strategic Highlights | 2 |
| Financial Highlights | 2 |
| Event Highlights..... | 2 |
| Operational Highlights | 3 |
| Other Noteworthy Highlights | 3 |
| Financial Summary | 4 |
| Financial Results | 4 |
| Income Statement | 5 |
| Event Statistics | 6 |
| Event Revenue | 6 |
| Partners | 6 |
| Indirect Expenses | 7 |
| Other Activities..... | 7 |
| Key Performance Indicators (KPIs) | 9 |
| Forecast | 10 |
| FY 2021/22 Capital Improvement Projects (CIP)..... | 11 |
| Community Involvement..... | 13 |

Santa Clara Convention Center is strategically located in the heart of Silicon Valley, a prime location for conventions, trade shows and exhibitions. The Santa Clara Convention Center is minutes from hotels, restaurants, Levi's Stadium, California's Great America Theme Park, and many of the largest and most influential technology companies in the world, with easy access to freeways and Norman Y. Mineta San Jose International Airport and only 45 miles south of San Francisco. The Convention Center features 100,000 square feet of exhibit space, a 22,400 square foot ballroom, 31 breakout rooms and a 607-seat theater and attracts over 350,000 visitors annually. The facility is an integral economic component of Santa Clara, generating economic benefits through attendee direct and indirect spending and sustaining over 500 local jobs.

For more information, visit www.santaclaraconventioncenter.com.

1st Quarter Highlights

This quarterly report covers fiscal operation of the Santa Clara Convention Center for the 1st quarter ended September 30, 2021. This report is unaudited and, therefore, subject to change.



0

Total Attendance



0

Total Events



\$16,739

Total Revenue

Strategic Highlights

Spectra continues to be actively involved with the City and its consultant, Jones Lang LaSalle (JLL) on the development of a new Destination Marketing Organization (DMO) for Santa Clara. In Q1, Spectra's General Manager worked in conjunction with a DMO Board committee to interview candidates for Discover Santa Clara's vacant Sales Manager positions. Spectra and its partners from Levy, Smart City and Encore continued utilizing the interim booking policy and prospecting new business focused on bringing high impact events to the destination. Sales efforts were aligned with Spectra, Levy and the DMO's overlapping key performance indicators (KPI's). Capital projects were also a focus in Q1 including upgrades to paint, flooring, and a new security camera system. In preparation for reopening in Q2, Spectra began to phase in employees. A total of eight individuals returned to work in Q1. Employees were brought back in line with California's Rehiring and Retention Law and were phased in based on needs to prepare the facility for events.

Financial Highlights

In addition to the ongoing capital renovations, COVID-19 and the Delta variant continued to have an impact on the building. Gross revenue through September was \$16,739 representing 109.48% of the Q1 budget for revenue. Conversely, expenses totaled \$527,925, 44.98% of the budgeted expenses for the quarter, resulting in an overall loss of \$511,186 for Q1. A loss in the first quarter was expected as the Center would not reopen to events until October.

Event Highlights

There were no events in the first quarter.

Operational Highlights

- ➔ As the Convention Center was closed for the first quarter of FY 2021/22, Spectra focused on capital improvement projects, prepared for reopening, and worked with clients and partners on their upcoming events.
- ➔ Spectra, Levy, the DMO, the City and JLL continued holding bi-monthly sales meetings and further developed the long-term sales strategy for the Center. The strategy defines goals and responsibilities of Spectra, Levy and the DMO as all partners strive to optimize the building's business and revenues over future years.
- ➔ In the quarter, Spectra hired eight employees in preparation for reopening, seven of the eight were rehires from the pre-COVID staff.
 - In July, Spectra hired a new part-time Sales Coordinator (a newly created position to assist in generating sales and revenue for the Center) and a part-time Human Resources Assistant.
 - In August, Spectra rehired the Director of Event Services to finalize work on the Global Biorisk Accreditation Council (GBAC) certification (see below in Other Noteworthy Highlights), to begin reaching out to clients, and to create event documents for the scheduled October reopening.
 - In September, the following five positions were brought on board (rehires): Engineer, Building Services attendants (2), Operations/Hygiene Manager, Security Lead
 - The General Manager continued interviews for the Director of Finance position. An offer was made and accepted and the new Director of Finance will start in Q2.
- ➔ Spectra and its partners from Levy and Discover Santa Clara started work with the new marketing firm on discussing and defining a strategy to rebrand the destination.

Other Noteworthy Highlights

- ➔ Spectra successfully applied for GBAC certification. GBAC is a 3rd party that provides guidance and oversight of post-COVID cleaning and safety protocols. These protocols have been implemented and staff is being trained on these new processes.
- ➔ Migrated the Center's booking software to the updated cloud-based version to provide better access for all sales managers.
- ➔ Spectra in collaboration with JLL, presented a Convention Center sales update to the City Council's Economic Development, Communications, and Marketing Committee. The presentation included information on the updated booking strategy, prospecting and long-term goals for the Center and its partners.

Financial Summary

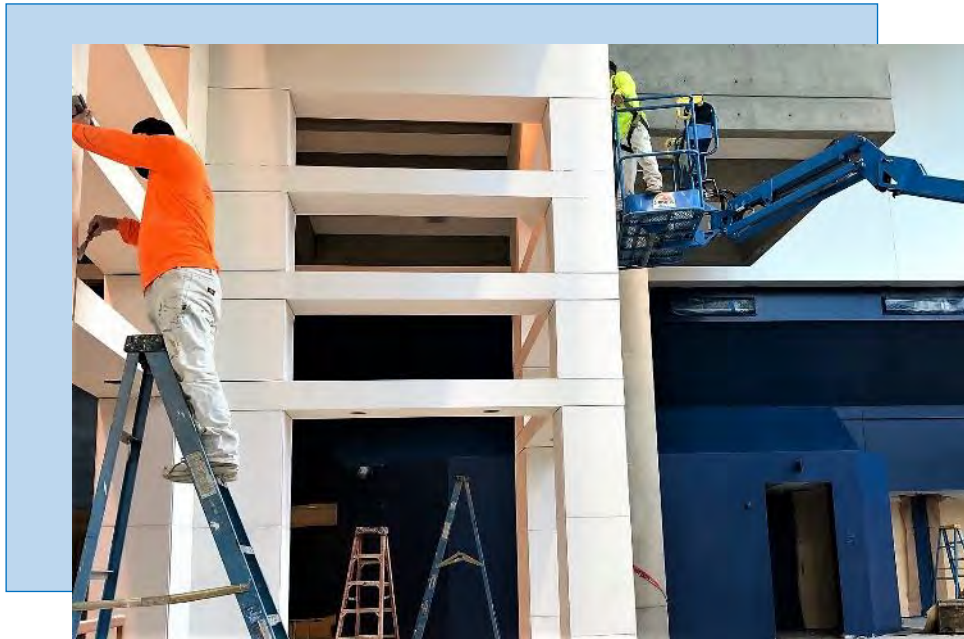
Financial Results

It was determined in FY 2020/21 that the Convention Center would remain closed in Q1. With renovations underway and the Delta variant surge, this turned out to be the right strategy as health officials implemented additional restrictions to host large indoor gatherings/events. Spectra planned ahead for these possibilities and slowly phased in employees and monitored expenditures in an effort to control losses in the quarter.

Financial Summary – 1st Quarter ended September 30, 2021

| | Projected in Budget | Actual | Difference |
|----------------------|---------------------|-------------|------------|
| Gross Revenue | \$15,288 | \$16,739 | \$1,451 |
| Total Expense | 1,173,767 | 527,925 | 645,842 |
| Net Income | (\$1,158,479) | (\$511,186) | \$647,293 |

Total expenses for the quarter were \$527,925. There was \$16,739 of gross revenue primarily from service revenue from the vaccination clinic recognized in July and additional dollars generated in other revenue with the majority coming from sponsorships and cellular site revenue.



Income Statement

SANTA CLARA CONVENTION CENTER
GROSS INCOME STATEMENT PROFORMA FORMAT
 Period ended September 30, 2021

| | Period to Date-Q1 & YTD | | |
|--------------------------------|-------------------------|---------------------|---------------------|
| | Curr Budget | Actual | Budget Variance |
| # of Events | - | 0 | - |
| # of Event Days | - | 0 | - |
| Annual Attendance | - | - | - |
| Event Revenue | | | |
| Rental | \$ - | \$ - | \$ - |
| Services | \$ - | \$ 7,420 | \$ 7,420 |
| IT/Telecom | \$ - | \$ - | \$ - |
| Food & Beverage | \$ - | \$ 818 | \$ 818 |
| Audio Visual | \$ - | \$ - | \$ - |
| Electrical | \$ - | \$ 1,443 | \$ 1,443 |
| Total Event Revenue | \$ - | \$ 9,681 | \$ 9,681 |
| Event Expenses | | | |
| Services | \$ - | \$ - | \$ - |
| IT/Telecom | \$ - | \$ 4,509 | \$ (4,509) |
| Food & Beverage | \$ 177,986 | \$ 148,465 | \$ 29,521 |
| Audio Visual | \$ - | \$ - | \$ - |
| Electrical | \$ - | \$ - | \$ - |
| Total Event Expenses | \$ 177,986 | \$ 152,974 | \$ 25,012 |
| Net Event Income (Loss) | \$ (177,986) | \$ (143,293) | \$ 34,693 |
| Other Revenue | \$ 15,288 | \$ 7,058 | \$ (8,230) |
| Total Revenue | \$ (162,698) | \$ (136,235) | \$ 26,463 |
| Indirect Expenses | | | |
| Executive | \$ 88,786 | \$ 90,056 | \$ (1,270) |
| Marketing | \$ 64,112 | \$ 44,603 | \$ 19,509 |
| Finance | \$ 94,500 | \$ 24,517 | \$ 69,983 |
| Event Services | \$ 60,255 | \$ 21,485 | \$ 38,770 |
| Operations | \$ 387,882 | \$ 57,615 | \$ 330,267 |
| Overhead | \$ 300,246 | \$ 136,675 | \$ 163,571 |
| Transition Costs | \$ - | \$ - | \$ - |
| Total Indirect Expenses | \$ 995,781 | \$ 374,951 | \$ 620,830 |
| Net Operating Income | \$ (1,158,479) | \$ (511,186) | \$ 647,293 |
| Net Income | \$ (1,158,479) | \$ (511,186) | \$ (647,293) |

Event Statistics

The Convention Center was closed during Q1. Revenue and expenses reported were for Levy's operations, booked under the 'Meetings' event type. Services for the vaccination clinic, recognized in July, were booked under 'Special Events' event type.

Event Revenue

Event Net Revenue – 1st Quarter ended September 30, 2021

| Event Types | Gross Revenue | Cost of Sales | Net Revenue |
|----------------------|----------------|--------------------|--------------------|
| Banquets | \$- | \$- | \$- |
| Meetings | 818 | (152,974) | (152,156) |
| Consumer Shows | - | - | - |
| Trade Shows | - | - | - |
| Conventions | - | - | - |
| Special Events | 8,863 | - | 8,863 |
| Miscellaneous Events | - | - | - |
| Sporting Events | - | - | - |
| Totals | \$9,681 | (\$152,974) | (\$143,293) |

This quarter, there was a loss of \$143,293. Revenues were generated by the vaccination clinic, through labor, services, and utility payments. Event expenses of \$152,974 were a combination of Levy's labor and indirect expenses as well as expense generated by Spectra to operate the vaccination clinic.

Partners

Partner Revenue – 1st Quarter ended September 30, 2021

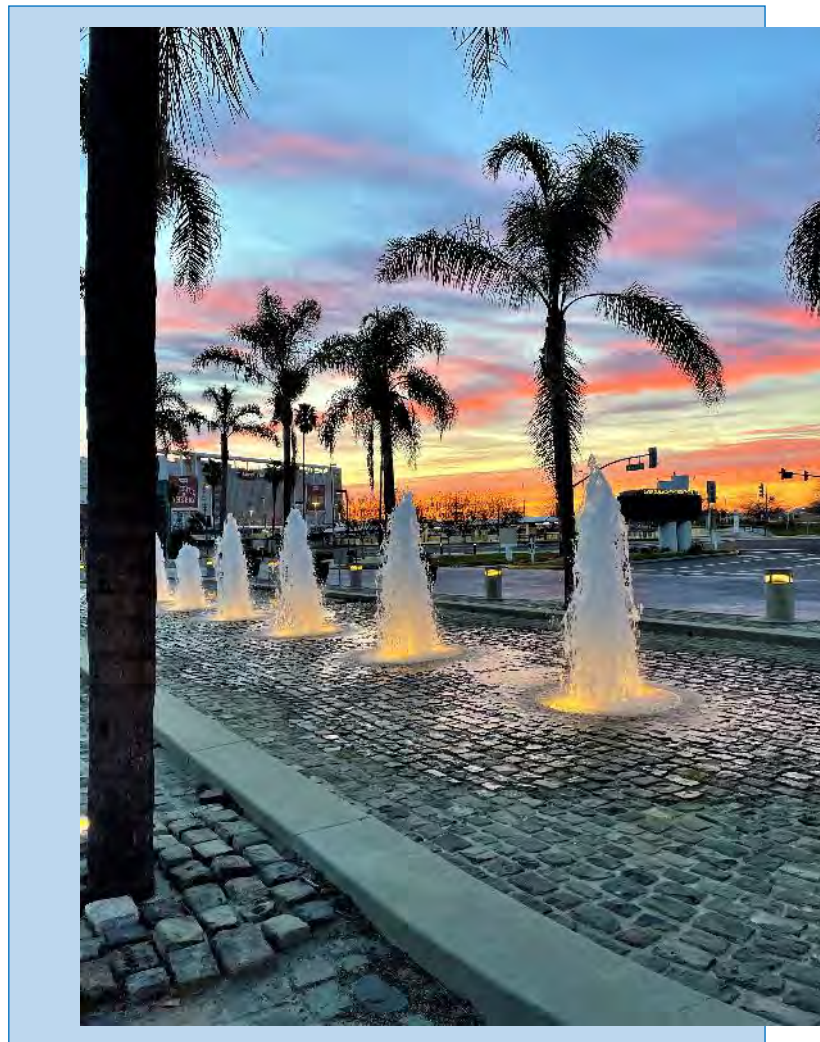
| Partner | Gross Revenue | Cost of Sales | Net Revenue |
|--------------------------|----------------|--------------------|--------------------|
| Levy Restaurants | \$818 | (\$148,465) | (\$147,647) |
| Smart City (IT services) | 0 | (4,509) | (4,509) |
| ENCORE-AV (AV services) | - | - | - |
| Electrical | 1,443 | - | 1,443 |
| Totals | \$2,261 | (\$152,974) | (\$150,713) |

There was \$2,261 in partner revenue. The cost of sales was \$152,974 for a net loss of \$150,713 for the quarter.

Indirect Expenses

Total indirect expenses were \$374,951 for the quarter.

| Departments | Expense Description | Indirect Cost |
|------------------|--|------------------|
| Executive | Senior personnel | \$90,056 |
| Marketing | Sales and marketing related | 44,603 |
| Finance | Finance and Human Resources | 24,517 |
| Events | Staffing to manage events | 21,485 |
| Operations | Engineering, building services, security, and all other related expenses to operate the building | 57,615 |
| Overhead | Non-departmental expenses | 136,675 |
| Transition Costs | Costs related to the transition to Spectra | - |
| Totals | | \$374,951 |





Other Activities

Both Spectra and Levy have continued to review staffing levels and expenditures in an effort to mitigate financial losses to the City. In preparation for reopening, Levy added four full-time staff members and variable labor. Levy was able to offset some of the expense by having their staff assist at Levi's Stadium during 49er games. As mentioned previously, Spectra added two part-time employees and six full-time employees in the quarter to prepare for reopening.

The sales team continues to create, prepare, and present new concepts that have become known as "Product Development". These ideas are being established in an effort to differentiate Santa Clara from its competitors, examples include transportation, public space activation and culinary experience.

Spectra, Levy and the DMO continued to work collaboratively with Lotus Marketing on the long-term strategy for branding the destination.

Key Performance Indicators (KPIs)

Working in conjunction with Levy, the DMO, the City and JLL, the sales team reviewed sales goals and reporting processes and prospect goals for FY 2021/22. Applying the goals of the booking strategy, Spectra has put an emphasis on prospecting and generating leads for Priority 3 business.

| Spectra Venue Management – Santa Clara Convention Center | | | | | | |
|--|----------------|-------------|-------------|-------------|-------------|----------------------|
| Performance Measures | | | | | | |
| | 2021/22 Target | Q1 Results | July | August | September | NOTES |
| 1. Convention Center Gross Revenue | \$8,352,205 | \$16,737 | \$10,845 | \$2,858 | \$3,034 | |
| 2. Net Income | (\$646,267) | (\$511,186) | (\$128,291) | (\$181,586) | (\$201,309) | |
| 3. Number of Room Nights Consumed | 6,605 | 0 | 0 | 0 | 0 | |
| 4. Economic Impact | \$8,980,044 | \$0 | \$0 | \$0 | \$0 | |
| 5. Customer Service Survey Results (<i>overall satisfaction</i>) | 85% | - | - | - | - | Reported at year-end |
| 6. Event Mix at the Convention Center (<i>consumed</i>) | | | | | | |
| Percent of P1 Events | 1% | 0% | 0% | 0% | 0% | |
| Number of P1 Events | 1 | 0 | 0 | 0 | 0 | |
| Percent of P2 Events | 1% | 0% | 0% | 0% | 0% | |
| Number of P2 Events | 2 | 0 | 0 | 0 | 0 | |
| Percent of P3 Events | 8% | 0% | 0% | 0% | 0% | |
| Number of P3 Events | 16 | 0 | 0 | 0 | 0 | |
| Percent of P4 Events | 20% | 0% | 0% | 0% | 0% | |
| Number of P4 Events | 42 | 0 | 0 | 0 | 0 | |
| Percent of P5 Events | 71% | 0% | 0% | 0% | 0% | |
| Number of P5 Events | 150 | 0 | 0 | 0 | 0 | |
| 7. Community Benefit | | | | | | |
| Number of collaborative, community-based events hosted at the Center | 1 | 0 | 0 | 0 | 0 | |
| Percent of Center employees that volunteer in the community | 50% | - | - | - | - | Reported at year-end |
| Percent of small, local and MWBE businesses/vendors | 20% | - | - | - | - | Reported at year-end |
| 8. Number of Prospects (active) (<i>non-cumulative</i>) | 204 | - | 178 | 187 | 211 | Primarily P3, P4, P5 |

Forecast

The Center operated at a loss of \$511,186 for Q1 as a result of no events taking place. Anticipated losses for the remainder of FY 2021/22 are projected at \$211,803 resulting in an overall loss of \$641,242 for the fiscal year. If these projections hold, Spectra will exceed its anticipated budgeted loss of \$646,267 with a positive variance of \$5,025.

| SANTA CLARA CONVENTION CENTER ROLLING FORECAST FY 2021/2022 | | | | | |
|---|----------------------------------|---------------------------------------|------------------------------------|-----------------------------------|--------------|
| | ACTUAL YTD Sept'21 FY 2021 | FORECAST Oct'21-June'22 FY 2021 | TOTAL PROJECTION FYE 6/30/22 | ORIGINAL BUDGET FYE 6/30/22 | VARIANCE |
| # OF EVENTS | 0 | 121 | 121 | 211 | (90) |
| DIRECT EVENT INCOME | \$ 9,681 | 2,017,375 | \$ 2,027,056 | \$ 2,144,697 | \$ (117,641) |
| ANCILLARY INCOME | (152,974) | 1,218,292 | \$ 1,065,318 | 1,012,652 | 52,666 |
| TOTAL EVENT INCOME | (143,293) | 3,235,667 | \$ 3,092,374 | 3,157,349 | (64,975) |
| OTHER INCOME | 7,058 | 54,092 | 61,150 | 61,150 | - |
| EXECUTIVE | 90,056 | 242,087 | 332,143 | 332,143 | - |
| MARKETING | 44,603 | 320,944 | 365,547 | 365,547 | - |
| FINANCE | 24,517 | 230,261 | 240,052 | 245,052 | 5,000 |
| EVENTS OPERATIONS | 21,485 | 207,670 | 225,558 | 228,558 | 3,000 |
| OPERATIONS | 57,615 | 1,436,301 | 1,450,492 | 1,492,492 | 42,000 |
| OVERHEAD | 136,675 | 1,064,299 | 1,180,974 | 1,200,974 | 20,000 |
| TRANSITION COSTS | - | - | - | - | - |
| INDIRECT EXPENSES | 374,951 | 3,501,562 | 3,794,766 | 3,864,765 | 70,000 |
| OPERATING NET INCOME (LOSS) | (511,186) | (211,803) | (641,242) | (646,267) | 5,025 |
| OTHER INCOME/(EXPENSES) | - | - | - | - | - |
| CAPITAL EXPENSE | - | - | - | - | - |
| NET INCOME (LOSS) | \$ (511,186) | \$ (211,803) | \$ (641,242) | \$ (646,267) | \$ 5,025 |

FY 2021/22 Capital Improvement Projects (CIP)

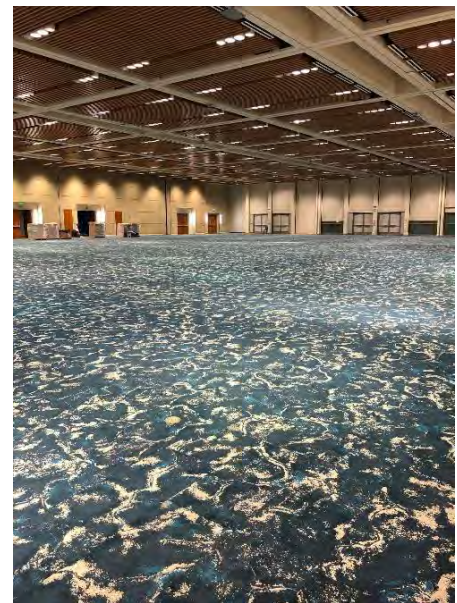
CIP Progress

Glass Pyramid Project: This project was completed in July 2021.

Security System Project: This project has been completed and is pending final invoice and payment.

Flooring/Paint/Kitchen & Digital Signage

- Interior paint is substantially complete and expected to be complete in October.
- Carpet demolition started in early August. The installation of new carpet started in late September and is expected to be complete in October.
- Began update of fabric wall panels and installation of wall bases and corner guards.
- Temporary carpet was installed in the lobby. The polished concrete work is scheduled to take place during the holiday closure in preparation for January 2022 events.
- Spectra released a Request for Bid (RFB) for the café, Stand B, kitchens, and the digital signage project. After an unsuccessful first release, the RFB was reissued in September. Bids are due at the end of October.



CIP Project Budget

- As the projects have progressed, individual project budgets have fluctuated due to increases in product pricing and other unanticipated project costs.
- At the September 28, 2021, City Council Meeting, Council approved an allocation of \$40,000 from the Convention Center Capital Fund to the General Fund.
- Levy continues to contribute investments funds as needed for the improvement projects related to the food and beverage operational areas.

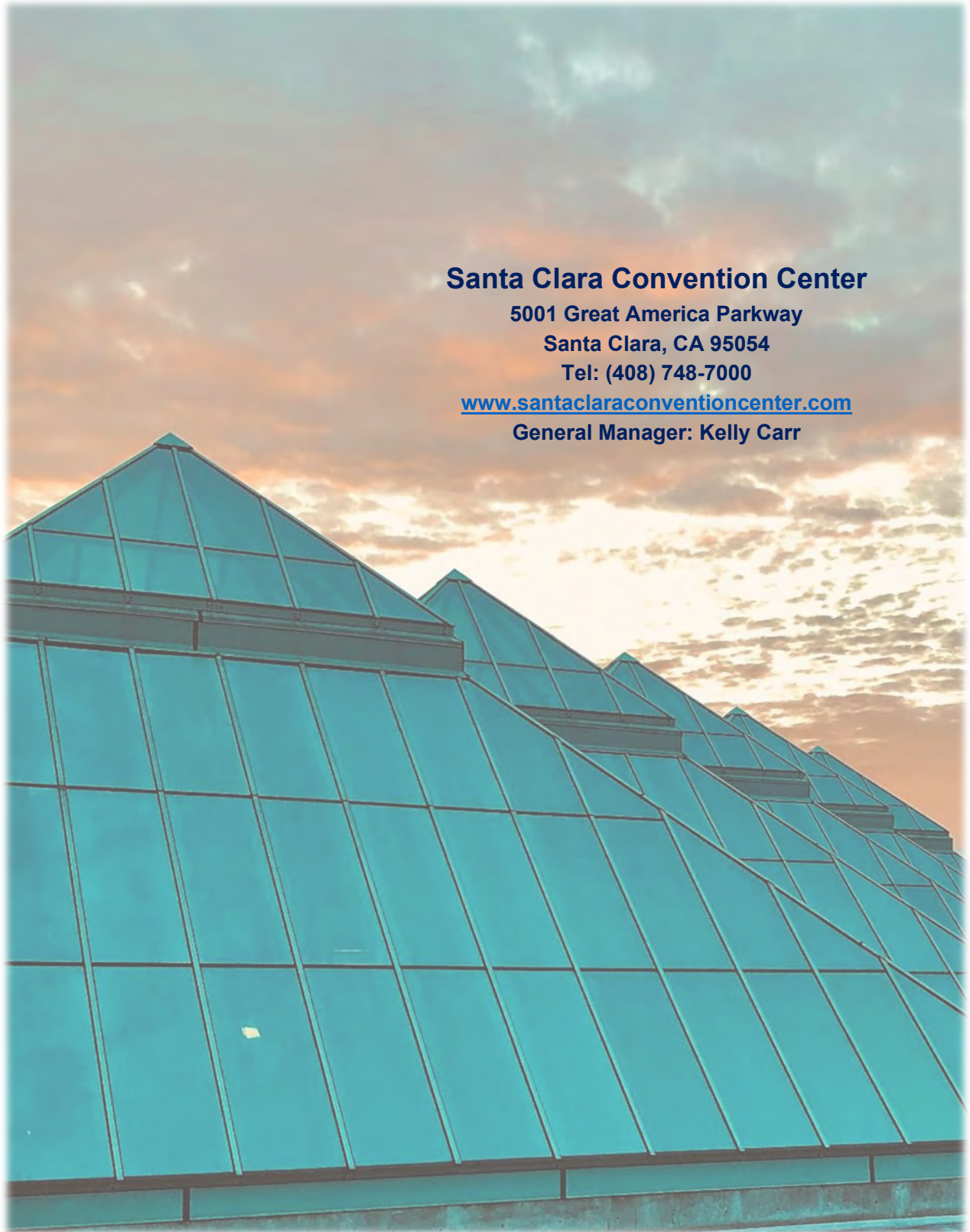
| Proj. # | Project Name | Phase | CITY/SPECTRA REVISED BUDGET | LEVY | TOTAL BUDGET | YTD Exp. | Balance |
|--------------|--|----------------------|--------------------------------|-------------------|---------------------|---------------------|---------------------|
| 001 | Convention Center HVAC Study | - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 002 | Convention Center HVAC - Duct Work | - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 003 | Convention Center HVAC - BMS System Upgrade | Completed FY 2019/20 | \$ 20,450 | \$ - | \$ 20,450 | \$ 20,450 | \$ - |
| 004 | Convention Center HVAC Portable A/C Units | Completed FY 2020/21 | \$ 75,350 | \$ - | \$ 75,350 | \$ 75,350 | \$ - |
| 005 | Convention Center Security System | Completed FY 2021/22 | \$ 177,381 | \$ - | \$ 177,381 | \$ 89,549 | \$ 87,832 |
| 006 | Convention Center Lobby Roof (Glass Pyramids) Assessment and Repair | Completed FY 2021/22 | \$ 476,237 | \$ - | \$ 476,237 | \$ 475,274 | \$ 963 |
| 007 | Convention Center Building Envelope Repair - Terrace Building Front | - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 008 | Convention Center Interior Digital Signage and Display System | Implementation | \$ 855,386 | \$ - | \$ 855,386 | \$ 42,777 | \$ 812,609 |
| 009 | Convention Center Interior Paint | Implementation | \$ 694,994 | \$ - | \$ 694,994 | \$ 432,668 | \$ 262,326 |
| 010 | Convention Center Door Replacements | - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 011 | Convention Center Facility Lighting Project | - | \$ - | \$ - | \$ - | \$ - | \$ - |
| 012 | Convention Center Riding Vacuum Purchase | Completed FY 2019/20 | \$ 31,238 | \$ - | \$ 31,238 | \$ 31,238 | \$ - |
| 013 | Convention Center Carpet Replacement | Implementation | \$ 1,628,720 | \$ 241,856 | \$ 1,870,576 | \$ 292,491 | \$ 1,578,085 |
| 014 | Balance - Contingency | - | \$ 150,244 | \$ - | \$ 150,244 | \$ - | \$ 150,244 |
| 015 | Kitchen/Tech Café/Stand B | Pending | \$ - | \$ 12,146 | \$ 12,146 | \$ 36,749 | \$ (24,603) |
| TOTAL | | | \$ 4,110,000 | \$ 254,002 | \$ 4,364,002 | \$ 1,496,546 | \$ 2,867,456 |

Community Involvement

In the 1st quarter, the entire Spectra and Levy teams attended the “Celebrate Santa Clara” event at Central Park.



Levy offered food and beverages to attendees, while Spectra focused on marketing and discussing the Center’s renovations and opportunities for the community.



Santa Clara Convention Center

5001 Great America Parkway

Santa Clara, CA 95054

Tel: (408) 748-7000

www.santaclaraconventioncenter.com

General Manager: Kelly Carr



Agenda Report

21-1139

Agenda Date: 12/7/2021

REPORT TO COUNCIL

SUBJECT

Action on Award of Purchase Orders with Guerra Construction Group and SpenCon Construction for As-Needed Asphalt and Concrete Repair and Replacement Services

COUNCIL PILLAR

Deliver and Enhance High Quality Efficient Services and Infrastructure

BACKGROUND

The Department of Public Works (DPW) provides various services related to maintaining the City's sidewalks, curbs, and gutters. This work includes grinding as well as removing and replacing concrete to mitigate tripping hazards. The City does not have adequate staff to maintain all these facilities and as a result, utilizes contractors to provide concrete maintenance services. The current agreement expires on December 31, 2021.

DPW also maintains City streets in addition to various alleyways and parking lots. Most street rehabilitation work is scheduled in advance and performed by contractors under the Annual Street Rehabilitation program. DPW staff regularly performs small asphalt removal and replacement, pothole repairs, and crack sealing. DPW does not have the capacity to efficiently complete large asphalt repairs. The proposed agreement will provide a mechanism to quickly complete these larger repairs.

DISCUSSION

Bid Summary

Pursuant to City Code Section 2.105.330, a formal Request for Bids (RFB) was conducted as the solicitation method for this procurement, with award recommendation to the lowest bidder.

In September 2021, the City released an RFB for as needed concrete repair and replacement services and as-needed asphalt repairs. A total of 36 companies viewed the RFB which was posted on the City's e-procurement system, and two bids were received as follows:

| Bidder | Total Base Bid for Forecast Usage |
|---------------------------|-----------------------------------|
| Guerra Construction Group | \$ 351,784 |
| SpenCon Construction | \$ 573,020 |

Bid Award

Staff recommends award of purchase orders to both Guerra Construction Group (90 percent) and SpenCon Construction (10 percent) for a one-year term. As the low bidder, Guerra Construction

Group will be the primary contractor, and SpenCon Construction will be used as a secondary contractor only if Guerra Construction Group is not able to complete the work within the time designated by the City. Awarding to two contractors provides more capacity and flexibility for the City to respond to unanticipated repairs.

Labor rates shall be firm fixed for the one-year duration of the purchase orders. Contractors shall be required to pay prevailing wages.

ENVIRONMENTAL REVIEW

The action being considered is exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15301 "Existing Facilities," as the activity consists of the repair, maintenance or minor alteration of existing facilities involving no or negligible expansion of the use beyond that presently existing.

FISCAL IMPACT

Annual funding of \$380,000 in the Sidewalk, Curb and Gutter Repair project in the Streets and Highways Fund is available to fund a portion of the purchase order. The aggregate funding request for the term of the purchase orders from January 1, 2022 through December 31, 2022 is \$900,000. This purchase order may be used for other projects as needs arise, subject to the availability of funds. Funding beyond available budget is subject to the appropriation of funds.

COORDINATION

This report has been coordinated with the Finance Department and the City Attorney's Office.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <<mailto:clerk@santaclaraca.gov>> or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

1. Authorize the City Manager to execute purchase orders with Guerra Construction Group in the amount of \$316,606 and SpenCon Construction in the amount of \$57,302 to provide as-needed asphalt and concrete repair and replacement services for a one-year term starting on January 1, 2022 and ending on December 31, 2022;
2. Authorize the City Manager to execute change orders to increase aggregate compensation in the event demand for services exceeds the Department's forecast, not to exceed an aggregate amount of \$900,000 and subject to the appropriation of funds; and
3. Authorize the City Manager to adjust compensation amounts between the two vendors during the term, provided the aggregate compensation does not exceed \$900,000.

Reviewed by: Craig Mobeck Director of Public Works

Approved by: Deanna J. Santana, City Manager



Agenda Report

21-1479

Agenda Date: 12/7/2021

REPORT TO COUNCIL

SUBJECT

Action on Historic Preservation Agreement (Mills Act Contract) for 1390 Madison Street

COUNCIL PILLAR

Promote and Enhance Economic, Housing and Transportation Development

BACKGROUND

Property owner Giacomo Russo is requesting a Historical Preservation Agreement (Mills Act Contract) for the property located at 1390 Madison Street. The property is currently listed on the City's Historic Resource Inventory (HRI). The State of California enacted legislation that allows owners of historically designated properties to enter into a "Mills Act" contract with the legislative bodies of local agency jurisdictions, pursuant to Government Code Section 50280. Mills Act Contract properties then qualify for property tax reduction incentives contained in the California Revenue and Taxation Code. The purpose of a Mills Act Contract is to offer owners of historically significant properties an economic incentive to maintain and preserve the historic physical integrity of their properties, which thereby also increases the aesthetic and economic health of the surrounding neighborhood and the City. A 10-Year Restoration and Maintenance Plan is required to document specific maintenance and preservation activities proposed to be undertaken by the property owners for the duration of the Contract property in exchange for those tax savings.

The proposed Mills Act Contract was considered by the Historical and Landmarks Commission (HLC) at its meeting on October 7, 2021. The HLC reviewed the Historic Survey Resources Report (also referred to as a State Department of Parks and Recreation form, or DPR form) and proposed 10-Year Restoration and Maintenance Plan, and recommended Council approval of the requested Mills Act Contract.

DISCUSSION

Through the survey evaluation the subject property has been determined to have historical significance that would make it eligible for a Mills Act Contract as indicated by the DPR form. The property is zoned R1-6L-HT (Historic Combining) which allows either single family residential use or commercial use as a bed and breakfast inn. The property was operated for many years as a historic property bed and breakfast inn and was recently returned to use as a single-family residence. The survey evaluation of the historical and architectural qualities of the property support the conclusion that the property remains eligible for continued listing on the City's HRI.

The Statement of Justification and proposed Mills Act Contract with exhibits (Attachment 1), including the DPR form and the Proposed 10-year Restoration and Maintenance Plan, demonstrate sufficient

intent by the property owners to invest in the property consistent with the purpose for Mills Act Contracts. The City conducts periodic review of Mills Act Contract properties to verify that property owners are performing the maintenance and preservation activities described in the 10-year Restoration and Maintenance Plan.

The City Council established a process for evaluating Mills Act Contract requests on September 4, 1993 (Resolution No. 5843), that set a limit of five contracts per year. In 2004, the City Council increased the number of allowable contracts to ten per year. If approved, the subject proposal would be the City's fourth Mills Act Contract in 2021.

The staff report from the October 7, 2021 HLC meeting is attached for reference (Attachment 2).

ENVIRONMENTAL REVIEW

The action being considered, placement of property into the Mills Act program, is exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Section 15331 (Class 31 - Historical Resource Restoration / Rehabilitation), which exempts projects limited to maintenance, repair, stabilization, rehabilitation, restoration, preservation, conservation or reconstruction of historical resources in a manner consistent with the Secretary of the Interior's Standards.

FISCAL IMPACT

The amount of the property tax reduction depends upon the property, location, size, and comparable properties in the area. Currently, the assessed value of the property is approximately \$2,244,000 and the annual property tax is approximately \$26,739 (Source: Santa Clara County Assessor's Office). The City receives approximately 10% of the base property tax. The Mills Act tax reduction is based on an income capitalization method (ICM) calculation based on the average monthly rent, average maintenance costs, and an amortization schedule to arrive at a reduced appraisal value resulting in lower property taxes. The anticipated reduction in taxes would be 20% to 70% based on the County's evaluation of the property's age, condition, and local market value factors in accordance with the formula set by state law. Based on the latest information available, the estimated annual fiscal impact to the City for this individual Mills Act Contract would be a decrease of property tax revenue in the range of \$535 to \$1,872. The actual future fiscal impact may be greater due to the reassessment of property value by the County upon a transfer of ownership.

As the current Council policy allows up to 10 Mills Act Contracts to be approved each year, the cumulative economic impact for multiple Mills Act Contracts does not significantly reduce the overall property tax income for the City.

COORDINATION

This report has been coordinated with the Finance Department and the City Attorney's Office.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <<mailto:clerk@santaclaraca.gov>> or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

Authorize the City Manager to execute a Historic Preservation Agreement (Mills Act Contract) including a 10-Year Restoration and Maintenance Plan for the property at 1390 Madison Street with property owner Giacomo Russo.

Reviewed by: Andrew Crabtree, Director of Community Development

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Historic Preservation Agreement including 10-Year Restoration and Maintenance Plan (Mills Act Contract)
2. Historical and Landmarks Commission Staff Report of October 7, 2021

**RECORD WITHOUT FEE
PURSUANT TO GOV'T CODE SECTION 6103**

Recording Requested by:
Office of the City Attorney
City of Santa Clara, California

When Recorded, Mail to:
Office of the City Clerk
City of Santa Clara
1500 Warburton Avenue
Santa Clara, CA 95050

Form per Gov't Code Section 27361.6

[SPACE ABOVE THIS LINE FOR RECORDER'S USE]

HISTORIC PROPERTY PRESERVATION AGREEMENT

This Agreement, (herein, "Agreement"), is made and entered into this ____ day of _____, 2021, ("Effective Date"), by and between Giacomo A. Russo, owner of certain real property located at 1390 Madison Street, Santa Clara, CA 95050 ("OWNERS") and the City of Santa Clara, California, a chartered California municipal corporation with its primary business address at 1500 Warburton Avenue, Santa Clara, California 95050 ("CITY"). CITY and OWNER may be referred to herein individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

A. Recitals.

(1) California Government Code Section 50280, et seq. authorizes the CITY to enter into a contract with the OWNERS of qualified Historical Property to provide for the use, maintenance, and restoration of such Historical Property so as to retain its characteristics as property of historical significance.

(2) OWNER possesses fee title in and to that certain real property, together with associated structures and improvements thereon, shown on the 2020 Santa Clara County Property Tax Rolls as Assessors' Parcel Number 269-03-063, and generally located at the street address 1390 Madison Street, in the City of Santa Clara ("Historic Property"). A legal description of the Historic Property is attached hereto as "Legal Description," marked as "Exhibit "A," and incorporated herein by reference.

(3) The Historic Property is on the City of Santa Clara Architecturally or Historically Significant Properties list. OWNER submitted a Mills Act Proposal to City on August 25, 2021. The Proposal included a Primary Record from the State of California's Department of Parks and Recreation. A true and correct copy of the Proposal is attached to this Agreement as "Exhibit B".

(4) CITY and OWNER, for their mutual benefit, now desire to enter into this Agreement both to protect and preserve the characteristics of historical significance of the Historic Property and to qualify the Historic Property for an assessment of valuation pursuant to Section 439.2 of the California Revenue and Taxation Code.

B. **Agreement.**

NOW, THEREFORE, CITY and OWNER, in consideration of the mutual covenants and conditions set forth herein, do hereby agree as follows:

(1) **Effective Date and Term of Agreement.** The term of this Agreement shall commence on the effective date of this Agreement and shall remain in effect for a term of ten (10) years thereafter. Each year upon the anniversary of the effective date, such term will automatically be extended as provided in paragraph 2, below.

(2) **Renewal.**

(a) Each year on the anniversary of the effective date of this Agreement, ("renewal date"), one (1) year shall automatically be added to the term of this Agreement unless notice of nonrenewal is mailed as provided herein.

(b) If either the OWNER or CITY desires in any year not to renew the Agreement, OWNER or CITY shall serve written notice of nonrenewal of the Agreement. Unless such notice is served by OWNER to CITY at least ninety (90) days prior to the annual renewal date, or served by CITY to OWNER at least sixty (60) days prior to the annual renewal date, one (1) year shall automatically be added to the balance of the remaining term of the Agreement as provided herein.

(c) OWNER may make a written protest of a nonrenewal notice issued by CITY. CITY may, at any time prior to the annual renewal date of the Agreement, withdraw its notice to OWNER of nonrenewal. If either CITY or OWNER serves notice to the other of nonrenewal in any year, the Agreement shall remain in effect for the balance of the term then remaining, from either original execution date or the last renewal date of the Agreement, whichever is applicable.

(3) **Standards for Historical Property.** During the term of this Agreement, the Historic Property shall be subject to the following conditions, requirements, and restrictions:

(a) OWNER shall preserve and maintain the characteristics of historical significance of the Historic Property. "The Secretary of the Interior's Standards for Rehabilitation," marked as "Exhibit C" to this agreement, and incorporated herein by this reference, contains a list of those minimum standards and conditions for maintenance, use, and preservation of the Historic Property, which shall apply to such property throughout the term of this Agreement.

(b) OWNER shall, when necessary or as determined by the Director of Planning and Inspection, restore and rehabilitate the property to conform to the rules and regulations of the Office of Historic Preservation of the State Department of Parks and Recreation, the United States Secretary of the Interior Standards for Rehabilitation and the California Historical Building Code and in accordance with the attached schedule of potential home improvements, drafted by the OWNER and approved by the City Council, attached hereto as "The Description of the Preservation and Restoration Efforts," marked as "Exhibit D" to this agreement, and incorporated herein by this reference.

(c) OWNER shall allow, and CITY requires, that after five (5) years, and every five (5) years thereafter, an inspection of the property's interior and exterior shall be conducted by a party appointed by CITY, to determine OWNER'S continued compliance with the terms of this Historic Property Preservation Agreement/1390 Madison Street
Typed: 05/14/2019

Agreement. OWNER acknowledges that the required inspections of the interior and exterior of the property were conducted prior to the effective date of this Agreement.

(4) Provision for Information.

(a) OWNER hereby agrees to furnish CITY with any and all information requested by the CITY to determine compliance with the terms and provisions of this Agreement.

(b) It shall be the duty of the OWNER to keep and preserve, for the term of the Agreement, all records as may be necessary to determine the eligibility of the property involved, and the OWNER'S compliance with the terms and provisions of this Agreement, including, but not limited to blueprints, permits, historical and/or architectural review approvals, and schedules of potential home improvements drafted by the OWNER and approved by the City Council.

(5) Cancellation.

(a) CITY, following a duly noticed public hearing as set forth in California Government Code Section 50280, et seq., shall cancel this Agreement or bring an action in court to enforce this Agreement if it determines any one of the following:

(i) the OWNER breached any of the terms or conditions of this Agreement; or

(ii) the OWNER has allowed the property to deteriorate to the point that it no longer meets standards for a qualified historic property.

(b) CITY may also cancel this Agreement if it determines that:

(i) the OWNER has allowed the property to deteriorate to the point that it no longer meets building standards of the City Code and the codes it incorporates by reference, including, but not limited to, the Uniform Housing Code, the California Historical Building Code, the California Fire Code, and the Uniform Code for the Abatement of Dangerous Buildings or;

(ii) the OWNER has not complied with any other local, State, or federal laws and regulations.

(iii) the OWNER has failed to restore or rehabilitate the property in the manner specified in subparagraph 3(b) of this Agreement.

(c) In the event of cancellation, OWNER shall pay those cancellation fees set forth in California Government Code Section 50280, et seq. As an alternative to cancellation, OWNER may bring an action in court to enforce the Agreement.

(6) No Waiver of Breach.

(a) No waiver by CITY of any breach under this Agreement shall be deemed to be a waiver of any other subsequent breach. CITY does not waive any claim of breach by OWNER if CITY does not enforce or cancel this Agreement. All other remedies at law or in equity which are not otherwise provided for under the terms of this Agreement or in the City's laws and regulations are available to the City.

(7) **Mediation.**

(a) Any controversies between OWNER and CITY regarding the construction or application of this Agreement, and claim arising out of this contract or its breach, shall be submitted to mediation upon the written request of one party after the service of that request on the other party.

(b) If a dispute arises under this contract, either party may demand mediation by filing a written demand with the other party.

(c) The parties may agree on one mediator. If they cannot agree on one mediator, there shall be three: one named in writing by each of the parties within five days after demand for mediation is given, and a third chosen by the two appointed. Should either party refuse or neglect to join in the appointment of the mediator(s) or to furnish the mediator(s) with any papers or information demanded, the mediator(s) may proceed ex parte.

(d) A hearing on the matter to be arbitrated shall take place before the mediator(s) in the city of Santa Clara, County of Santa Clara, State of California, at the time and place selected by the mediator(s). The mediator(s) shall select the time and place promptly and shall give party written notice of the time and place at least fifteen (15) days before the date selected. At the hearing, any relevant evidence may be presented by either party, and the formal rules of evidence applicable to judicial proceedings shall not govern. Evidence may be admitted or excluded in the sole discretion of the mediator(s). The mediator(s) shall hear and determine the matter and shall execute and acknowledge the award in writing and cause a copy of the writing to be delivered to each of the parties.

(e) The submission of a dispute to the mediator(s) and the rendering of a decision by the mediator(s) shall be a condition precedent to any right of legal action on the dispute. A judgment confirming the award may be given by any Superior Court having jurisdiction, or that Court may vacate, modify, or correct the award in accordance with the prevailing provisions of the California Mediation Act.

(f) Each party shall bear their own cost(s) of mediation.

(8) **Binding Effect of Agreement.**

(a) The OWNER hereby subjects the Historic Property described in Exhibit "A" hereto to the covenants, reservations, and restrictions as set forth in this Agreement. CITY and OWNER hereby declare their specific intent that the covenants, reservations, and restrictions as set forth herein shall be deemed covenants running with the land and shall pass to and be binding upon the OWNER'S successors and assigns in title or interest to the Historic Property. Each and every contract, deed, or other instrument hereinafter executed, covering, encumbering, or conveying the Historic Property, or any portion thereof, shall conclusively be held to have been executed, delivered, and accepted subject to the covenants, reservations, and restrictions expressed in this Agreement, regardless of whether such covenants, reservations, and restrictions are set forth in such contract, deed, or other instrument.

(b) CITY and OWNER hereby declare their understanding and intent that the burden of the covenants, reservations, and restrictions set forth herein touch and concern the land in that OWNER'S legal interest in the Historic Property.

(c) CITY and OWNER hereby further declare their understanding and intent that the benefit of such covenants, reservations, and restrictions touch and concern the land by enhancing and maintaining the historic characteristics and significance of the Historic Property for the benefit of the CITY, public (which includes, but is not limited to the benefit to the public street generally located at 1390 Madison Street), and OWNER.

(9) **Notice.**

(a) Any notice required to be given by the terms of this Agreement shall be provided at the address of the respective parties as specified below or at any other address as may be later specified by the parties hereto.

CITY: City of Santa Clara
Attn: City Clerk
1500 Warburton Avenue
Santa Clara, CA 95050

OWNER: Giacomo A. Russo
1390 Madison Street
Santa Clara, CA 95050

(b) Prior to entering a contract for sale of the Historic Property, OWNER shall give thirty (30) days notice to the CITY and it shall be provided at the address of the respective parties as specified above or at any other address as may be later specified by the parties hereto.

(10) **No Partnership or Joint Enterprise Created.** None of the terms, provisions, or conditions of this Agreement shall be deemed to create a partnership between the parties hereto and any of their heirs, successors, or assigns; nor shall such terms, provisions, or conditions cause them to be considered joint ventures or members of any joint enterprise.

(11) **Hold Harmless and Indemnification.** To the extent permitted by law, OWNER agrees to protect, defend, hold harmless and indemnify CITY, its City Council, commissions, officers, agents, and employees from and against any claim, injury, liability, loss, cost, and/or expense or damage, however same may be caused, including all costs and reasonable attorney's fees in providing a defense to any claim arising there from for which OWNER shall become legally liable arising from OWNER'S acts, errors, or omissions with respect to or in any way connected with this Agreement.

(12) **Attorneys' Fees.** In the event legal proceedings are brought by any party or parties to enforce or restrain a violation of any of the covenants, reservations, or restrictions contained herein, or to determine the rights and duties of any party hereunder, the prevailing party in such proceeding may recover all reasonable attorney's fees to be fixed by the court, in addition to costs and other relief ordered by the court.

(13) **Restrictive Covenants Binding.** All of the agreements, rights, covenants, reservations, and restrictions contained in this Agreement shall be binding upon and shall inure to the benefit of the parties herein, their heirs, successors, legal representatives, assigns and all persons acquiring any part or portion of the Historic Property, whether by operation of law or in any manner pursuant to this Agreement.

(14) **Mills Act Historic Property Contract Application Requirements.** An application for a Mills Act Historic Property Contract shall be made through the Planning Division and shall include the following:

- a. a Historic Resources Inventory form;
- b. the description of the preservation or restoration efforts to be undertaken as referenced in paragraph 3 (b) as Exhibit "D";
- c. a statement of justification for the Mills Act Historic Property designation and reassessment; and,
- d. the Mills Act Historic Property Contract filing fee pursuant to paragraph 17.

(15) **Mills Act Historic Property Contract Approval.** Based upon the Historical and Landmarks Commission's ("Commission") review of the Mills Act Historic Property Contract criteria and recommendation to Council, and based upon the recommendation and approval by Council, a Mills Act Historic Property Contract may be entered into with OWNER. The decision of the City Council shall be final and conclusive in the matter.

(16) **Recordation and Notice.** No later than twenty (20) days after the parties execute and enter into this Agreement, the CITY shall cause this Agreement to be recorded in the office of the County Recorder of the County of Santa Clara.

(17) **Fees.** The Planning Department may collect such Mills Act Historic Property Contract application fee of \$7,694.00 (seven-thousand, six-hundred, and ninety-four dollars), or other fees for the administration of this contract as are authorized from time to time by the City Council. Such fees do not exceed the reasonable cost of providing the service for which these fees are charged. OWNER shall pay the County Recorder's Office recordation fees for recordation of this Mills Act Historic Property Contract and the recordation of the OWNER'S updated Historic Resources Inventory form.

(18) **Ordinary Maintenance.** Nothing in this contract shall be construed to prevent the ordinary maintenance or repair of any exterior architectural feature in or on any Historic Property covered by this contract that does not involve a change in design, material, or external appearance thereof, nor does this contract prevent the construction, reconstruction, alteration, restoration, demolition, or removal of any such external architectural feature when the Director of Planning and Inspection determines that such action is required for the public safety due to an unsafe or dangerous condition which cannot be rectified through the use of the California Historical Building Code and when such architectural feature can be replaced according to the Secretary of Interior's Standards.

(19) **California Historical Building Code.** The California Historical Building Code ("CHBC") provides alternative building regulations for the rehabilitation, preservation, restoration, or relocation of structures designated as Historic Properties. The CITY's building permit procedure shall be utilized for any Historic Property which is subject to the provisions of this Agreement, except as otherwise provided in this Agreement or the CHBC. Nothing in this Agreement shall be deemed to prevent any fire, building, health, or safety official from enforcing laws, ordinances, rules, regulations, and standards to protect the health, safety, welfare, and property of the OWNER or occupants of the Historic Property or the public.

(20) **Conservation Easements.**

(a) Conservation easements on the facades of the Historical Property may be acquired by the CITY, or on the CITY's behalf, by a nonprofit group designated by the CITY through purchase, donation, or condemnation pursuant to California Civil Code Section 815.

(b) The OWNER, occupant, or other person in actual charge of the Historical Property shall keep in good repair all of the exterior portions of the Historic Property, and all interior portions thereof whose maintenance is necessary to prevent deterioration and decay of any exterior architectural feature.

(c) It shall be the duty of the Director of Community Development to enforce this section.

(21) **Severability.** If any section, sentence, clause, or phrase of this Agreement is, for any reason, held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, or by subsequent preemptive legislation, such decision shall not affect the validity and enforceability of the remaining provisions or portions of this Agreement. CITY and OWNER hereby declare that they would have adopted this Agreement, and each section, sentence, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases may be declared invalid or unconstitutional.

(22) **Integrated Agreement - Totality of Agreement.** This Agreement embodies the agreement between CITY and OWNER and its terms and conditions. No other understanding, agreements, or conversations, or otherwise, with any officer, agent, or employee of CITY prior to execution of this Agreement shall affect or modify any of the terms or obligations contained in any documents comprising this Agreement. Any such verbal agreement shall be considered as unofficial information and in no way binding upon CITY.

(23) **Captions.** The captions of the various sections, paragraphs and subparagraphs are for convenience only and shall not be considered or referred to in resolving questions of interpretation.

(24) **Statutes and Law Governing Contract.** This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California.

(25) **Amendments.** This Agreement may be amended, in whole or in part, only by a written recorded instrument executed by the parties hereto.

IN WITNESS WHEREOF, CITY and OWNER have executed this Agreement on the day and year first written above.

CITY OF SANTA CLARA, CALIFORNIA,
a chartered California municipal corporation

APPROVED AS TO FORM:

City Attorney

Deanna J. Santana
City Manager

ATTEST:

1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax Number: (408) 241-6771

Nora Pimentel, MMC
Assistant City Clerk

"CITY"

Giacomo A. Russo,
Owners of 1390 Madison Street

By:


Giacomo A. Russo

1390 Madison Street
Santa Clara, CA 95050

"OWNER"

Exhibits:

- A – Property Description
- B – Primary Record
- C – Standards for Rehabilitation
- D – Restoration Schedule

Exhibit A

Legal Description

Portion of Lot 1, Block 4 North, Range 5 West, Map of the Town and Sub Lots of Santa Clara, in the City of Santa Clara, County of Santa Clara, State of California, recorded August 22, 1866 in Book B, Page 103 of Maps, Santa Clara County Records, as follows:

Beginning at the point where the South line of Lewis Street intersects the West line of Madison Street; thence South and along said West side of Madison Street 94 3/4 feet; thence at right angles West and parallel with said line of Lewis Street 101 1/2 feet; thence at right angles North and parallel with said line of Lewis Street 101 1/2 feet to the point of beginning.

Excepting therefrom:

Beginning at the intersection of the Southeasterly line of Lewis Street with the Southwesterly line of Madison Street as said Street are shown upon that map of the Town of Santa Clara filed for record on August 22, 1866 and subsequent recorded in Book B of Maps at Page 103, Santa Clara County Records.

Thence, from said point of beginning, along said Southwesterly line, South 24°15' East, 19.91 feet;

Thence Westerly along the arc of a tangent curve concave to the South, having a radius of 20 feet, through a central angle of 89°45' an arc length of 31.33 feet to the point of tangency with said Southeasterly line of Lewis Street;

Thence, along said Southeasterly line, North 66° East, 19.91 feet to the point of beginning.

Assessor's Parcel Numbers(s): 269-03-063

Exhibit B

State of California — The Resources Agency DEPARTMENT OF PARKS AND RECREATION PRIMARY RECORD

Primary # _____
HRI # _____
Trinomial _____
NRHP Status Code _____

Other Listings _____
Review Code _____ Reviewer _____ Date _____

Page 1 of 26

*Resource Name or #: (Assigned by recorder) 1390 Madison Street

P1. Other Identifier: _____

P2. Location: ☐ Not for Publication ☒ Unrestricted *a: County Santa Clara

and (P2c, P2e, and P2b or P2d. Attach Location Map as necessary.)

*b. USGS 7.5' Quad _____ Date _____ T _____; R _____; 1/4 of _____ 1/4 of Sec _____ B.M.

c. Address 1390 Madison Street City Santa Clara Zip 95050

d. UTM: (Give more than one for large and/or linear resources) Zone _____; _____ mE/ _____ mN

*e. Other Locational Data: (e.g., parcel #, directions to resource, elevation, etc., as appropriate)

*P3a. Description: (Describe resource and its major elements. Include design, materials, condition, alterations, size, setting, and boundaries)

This property falls within the Old Quad neighborhood of Santa Clara, which contains hundreds of 19th century and early 20th century houses along with many newer buildings. This neighborhood is roughly bounded by El Camino Real on the north, the Caltrain tracks on the east, Newhall Street on the south, and Scott Boulevard on the west. A moderate number of houses in this area date to the 1850s-1880s, and very large numbers date to the 1890s-1900s. Along the eastern edge of the neighborhood is Santa Clara University, which consists of about eight large buildings dating from 1911-1930, plus newer buildings. By contrast, Santa Clara's historic downtown was razed in the 1960s through urban renewal.

(Please see Continuation Sheet, page 2.)



*P3b. Resource Attributes: (List attributes and codes) _____

*P4. Resources Present:

☒ Building ☐ Structure ☐
☐ Object ☐ Site ☐ District ☐
Element of District ☐ Other

P5b. Description of Photo:

(View, date, accession #)

View West, Dec 2020

*P6. Date Constructed/Age and

Source: ☒ Historic
☐ Prehistoric ☐ Both
ca. 1890

*P7. Owner and Address:

Leigh Souter Russo

*P8. Recorded by: (Name, affiliation, and address)

William Kostura

P. O. Box 60211

Palo Alto, CA 94306

*P9. Date Recorded: _____

January 2021

*P10. Survey Type: (Describe)

intensive

P11. Report Citation*: (Cite

survey report and other sources, or enter "none".) none

*Attachments: ☐ NONE ☐ Location Map ☐ Sketch Map ☒ Continuation Sheet ☒ Building, Structure and Object Record
☐ Archaeological Record ☐ District Record ☐ Linear Feature Record ☐ Milling Station Record ☐ Rock Art Record
☐ Artifact Record ☐ Photograph Record ☐ Other (List)

Page 2 of 26

Resource Identifier: 1390 Madison Street

Recorded by William Kostura

*Date January 2021

☒ Continuation ☐ Update

Description (continued)

Introduction, landscaping, and the newer building

The subject property contains two buildings. The older is a Queen Anne-style residence dating to about 1890, and the other is a house or multi-unit building that dates to recent decades. The recent building is located on the southern half of the lot, has two stories (rooms over a garage and basement), is wood-framed in construction, and is clad with horizontal wood siding. Though of recent construction (it was built in 1988), it has a number of features that resemble Victorian houses, namely a gabled roof with decorative shingles in the gables, a bay window with slanted sides (on its long north side), decorative window trim, and a staircase with wooden balusters and railings. This building was clearly meant to relate visually to the older Queen Anne style house on the property.

Most of the front yard is devoted to a lawn, and a white picket fence surrounds the yard on three sides. A large, mature pepper tree is in the far northeast corner of the yard. While the tree is clearly of some age, when it was planted, and whether it dates to the property's early years, is unknown. The back yard contains a swimming pool, a small filter and pump shed for the pool, and a paved area around the pool.

The main house of ca. 1890

The main house is located on the northern half of the lot. It is set well back from Madison Street, allowing space for the front yard, and is set several feet back from Lewis Street, allowing for a narrow side yard. The house is wood-framed in construction, is one story over a raised basement in height, and is clad in rustic siding. The main body of the house was built in ca. 1890, and a rear addition was built in 1972.

In composition, the house is L-shaped, with a living room wing projecting forward from the main block of the house. The front of the projecting wing has a flat front flanked by angled sides, very much like the bay windows in typical Queen Anne houses of the period. The angle between the main body of the house and the projecting wing is filled by a covered porch. On the north side of the house (facing Lewis St.) there is a very shallow projecting bay, only about one foot in depth. The two sides just mentioned — the front and north — are the principal facades; while the south and rear facades are more utilitarian.

The roof over the original (ca. 1890) part of the house is hipped in most places, although there are two gables as well. One gable is over the projecting living room wing, and the other is over the shallow bay on the north side. Both gables are trimmed with decorative bargeboards that are incised by steam-driven jigsaws with curvilinear lines. They serve as framing for other ornament in the gables, namely, small vents with fancy trim, and decorative shingles. Finally, the roof over the rear addition of 1972 is expressed in its rear facade as a gable, with plain bargeboard.

(See Continuation Sheet, page 3.)

Page 3 of 26

Resource Identifier: 1390 Madison Street

Recorded by William Kostura

*Date January 2021

☒ Continuation ☐ Update

Description (continued)

Other ornament is not profuse, but it is effective and is consistent with the ornament on other Queen Anne houses in California. Curved brackets with spindles and pendants give visual support to the front gable. In the covered porch, four posts — two freestanding posts, and two half-posts or pilasters connected with the body of the house — are turned, with grooved skirts near the base. Sunburst brackets spring from the tops of the posts to support the porch roof. The staircase has square newel posts that are incised with vertical lines and topped by knobs. These newel posts appear to be original. The staircase risers and treads are wooden and may be original, but the treads are covered with a non-original coating.

A water-table (or belt course) runs around the perimeter of the house at the first floor level. It is profiled on the front, north, and south sides; and is flat in the rear addition. Flat, vertical stickwork, all likely original, lines the corners on all sides.

The front door is paneled, with molded trim around the door and around each of the three panels. The glazing in the upper half consists of one large light surrounded by fourteen lights of colored flash glass. The door hardware is brass and appears to be early but not original.

In the older (ca. 1890) part of the house, all windows are wooden and have what appears to be original double-hung sash set in profiled trim with sills. Those in the main story have one-over-one sash, while those in the basement story have one-over-one or four-over-four sash. All of the windows in the main story have flat wooden pendants beneath each sill. The front window in the projecting wing has colored flash glass in the upper sash.

The rear addition is about fifteen feet in depth and is equal in width to the older part of the house. Its windows have variously one-over-one, three-over-three, and six-over-six sash, with decorative trim that imitates that in the older part of the house.

The front, north, and south sides of the older (ca. 1890) part of the house appear to be in original condition.

BUILDING, STRUCTURE, AND OBJECT RECORD

Page 4 of 26

*NRHP Status Code _____

*Resource Name or # (Assigned by recorder) 1390 Madison Street

B1. Historic Name: _____

B2. Common Name: _____

B3. Original Use: residence B4. Present Use: residence

*B5. Architectural Style: Queen Anne

*B6. Construction History: (Construction date, alterations, and date of alterations)
Built in ca. 1890.

*B7. Moved? ☒ No ☐ Yes ☐ Unknown Date: _____ Original Location: _____

*B8. Related Features: _____
none

B9a. Architect: unknown b. Builder: unknown

*B10. Significance: Theme history architecture Area City of Santa Clara

Period of Significance ca. 1890 Property Type house Applicable Criteria 1, 3

(Discuss importance in terms of historical or architectural context as defined by theme, period, and geographic scope. Also address integrity.)

History of this house

The earliest history of this house remains uncertain, in part because the Santa Clara County Recorder's Office is closed at present, making a title search impossible, and in part because of conflicting information from available sources. The construction date can be estimated, however. In the San Francisco Bay Area, the Queen Anne style of this house was common in the 1890s, but not before then. This house is clearly shown in the Santa Clara Sanborn map of 1891, which is at the early end of the likely range. For these reasons, a construction date of ca. 1890 therefore seems most likely, and is the date estimated in this report. It is also the date given in a historical plaque on the house.

(Please see Continuation Sheet, page 5.)

B11. Additional Resource Attributes: (List attributes and codes) _____

*B12. References:

See Continuation Sheet, page 13.

B13. Remarks:

*B14. Evaluator: William Kostura

Date of Evaluation: January 2021

(This space reserved for official comments.)



Page 5 of 26

Resource Identifier: 1390 Madison Street

Recorded by William Kostura

*Date January 2021

☒ Continuation ☐ Update

History of this house (continued)

There is evidence that this house and 1360 Madison Street (next door to the south) were in common ownership during the early decades of the 20th century, that the owners of these two houses lived in #1360, and that #1390 was usually a rental property. This is supported by the fact that from 1900 to 1930 the subject house was occupied by eighteen different persons and families, none of whom lived here for more than a few years, and almost all of whom were blue-collar workers. This history of frequently-changing occupants suggests that most of them were renters. The occupants were:

1900. John Hancock, farmer, and his wife Spy. They are listed as living at 1390 Madison Street in the 1900 census. However, the city directories of 1898, 1899, and 1900 list him as living at 1390 Monroe Street in Santa Clara; so it is not certain that they lived in the subject house. Where Hancock farmed is also unknown.

1901. The *San Jose Mercury News* of June 20 of this year mentions that Mr. and Mrs. H. E. Hazelton lived at this address. The 1900 census, however, states that Hiram E. Hazelton, a blacksmith, and his wife Helen lived at 1412 Madison Street in Santa Clara. It seems likely that this couple lived here only briefly, in 1901. See also another Hazelton resident of 1906, below.

1902. Albert F. Nist, a boxmaker, and Joseph Wiedner, occupation unknown.

1904. Chester S. Wilson and Harry A. Wilson, both millhands; Miss Irma E. Wilson; and William A. Wilson, an engineer for the Enterprise Laundry, all lived here.

1906. Frank H. Hazelton, a plumber for J. Stock Sons Company, lived here. In this year many relatives lived next door at 1360 Madison. They included George and Herbert Hazelton, of Hazelton Brothers, florists; G. Clyde Hazelton, a dairyman; and Mrs Helen J. Hazelton. Although this is not certain, it seems that the Hazelton family owned both houses.

1908. Fred Linde, and Margaret Engel a widow; occupations unknown, lived here.

1910-1911. Maria O. Daniels, widow of Antone, lived here. In these same years Manuel T. Nandarrae, a tanner born in Portugal, is also listed as living here in city directories; however, the 1910 census lists him as living on Washington Street in Santa Clara.

1912. Fred Browne, a painter, and James M. Hooper, occupation unknown, both lived here.

1915. William Brown, a painter

(See Continuation Sheet, page 6.)

Page 6 of 26

Resource Identifier: 1390 Madison Street

Recorded by William Kostura

*Date January 2021

☒ Continuation ☐ Update

History of this house (continued)

1917. John Doherty, a teamster

1919. John Rodriguez, a laboreer

1920. Mrs. Christina Weidner and R. Edward Weidner, occupations unknown. They could not be found listed in the 1920 census.

1922-1923. Ralph Boynton, a laborer. He also could not be found in the 1920 census.

1925-1926. Mrs. Annie Cardoza. In 1926 Jesse V. Cardoza also lived here. Their occupations are unknown.

1929-1967. This house appears to have been owned during these years by the San Francisco Roman Catholic Archdiocese as a "Catechism House," where catechism classes were taught by the Sisters of the Holy Family. These sisters were connected with Sainte Claire's Church, which is nearby at 941 Lexington Street. Chris Doan, archivist at St. Patrick's Seminary in Menlo Park, has found this property listed in a 1929 Archdiocese Directory; it states that catechism classes were held here then. She also found this house indicated on a 1946 map of Archdiocese properties. Lorie Garcia, a long-time historian of Santa Clara, met several elderly people who had attended catechism classes here. Some students came here for classes after school from nearby Fremont Elementary School. Garcia also states that the house was used as housing for religious personnel and migrant workers.

1930, 1934, 1940. Antone R. Burgos, a laborer born in Spain, and his wife Norma; and Sebastian Burgos and his wife Annie lived here as renters according to the 1930 and 1940 censuses and a 1934 city directory. While this is not known, perhaps they were among the migrant workers referred to above.

1963, 1967: Roman Catholic Archbishop of San Francisco to the Roman Catholic Welfare Corp. of San Francisco (in 1963). Roman Catholic Welfare Corporation to John J. Kiely (in 1967).

1983: John, Joseph and Mary Kiely to Ralph and Theresa Wiggington.

Because the Office of the Santa Clara County Clerk-Recorder is closed, not all of this information could be verified. The Kiely and Wiggingtons' ownerships could be verified, however, for Kiely is listed as living here in a 1972 phone book; and building permits list the Wiggingtons as owners during 1972-1988.

(See Continuation Sheet, page 7.)

Page 7 of 26

Resource Identifier: 1390 Madison Street

Recorded by William Kostura

*Date January 2021

☒ Continuation ☐ Update

History of this house (continued)

Building permits list the following work to be performed for the Wiggingtons:

July 1972: Construct a one bedroom and bath "on one side." This is the gabled north addition.

October 1980. Build swimming pool and fence; demolish garage.

December 1984. Remodel interior and add mechanical.

March 1988. Add accessory unit. This is the new building to the south.

Old Quad history

As mentioned above, the Old Quad area is roughly bounded by El Camino Real on the north, the Caltrain tracks on the east, Newhall Street on the south, and Scott Boulevard on the west. The area includes Santa Clara University, which was once the site of Mission Santa Clara. Generally speaking, the Old Quad is the oldest part of Santa Clara. The overwhelming majority of its historic buildings are located here.

Major factors in Santa Clara's growth and economy include:

1777. Founding of Mission Santa Clara de Asis by the Franciscan order of Spain. This mission was secularized by Mexico in 1833 but the mission chapel continued to function as a church afterward. It was enlarged and rebuilt several times over the next century.

1851-present. After the takeover of California by the United States, the Jesuits acquired the mission and established Santa Clara College in 1851. It became the University of Santa Clara in 1912 and Santa Clara University in 1985. The older buildings on this campus date to the period 1911-1930 and were designed by architects Will D. Shea, John J. Donovan, and Henry A. Minton. The chapel of 1930 was designed by Minton to replicate the old adobe mission building of ca. 1824.

1852. The City of Santa Clara incorporates.

1850s-1880s. Agriculture is the city's primary industry. To some degree this remains true into the 1940s.

(See Continuation Sheet, page 8.)

Page 8 of 26

Resource Identifier: 1390 Madison Street

Recorded by William Kostura

*Date January 2021

☒ Continuation ☐ Update

Old Quad history, continued

1863. The railroad connecting San Francisco and San Jose reaches Santa Clara. The railroad depot still stands, now at 1005 Railroad Avenue.

1885-1990s. Agnew's State Hospital. The Victorian building of 1885 collapsed in the earthquake of 1906, with great loss of life. New buildings were built from 1908 through the 1910s to designs by the State Architect George C. Sellon. After the campus was sold to San Microsystems in the late 1990s, all but four of the Agnew's buildings were demolished. It was the best four, however, that were retained.

1960s-present. The semiconductor industry becomes important in Santa Clara.

1963. The city's old downtown is razed in order to receive funding from the federal government for urban renewal.

To the above list should be added Santa Clara's close proximity to the city of San Jose, where some Santa Clara residents worked.

The demolition of the city's old downtown was a major loss, but the built environment in Santa Clara is otherwise able to represent, or evoke, important themes in Santa Clara's early history. An adobe house at 3260 The Alameda (now the Santa Clara Women's Club) is a ca. 1790s building that was part of the Spanish-era mission complex. The Berryessa adobe at 373 Jefferson Street (late 1840s) represents the Mexican or very early American period. Two other early properties evoke Santa Clara's early agricultural economy. The older is the James Lick flour mill complex, at 4101 Lick Mill Boulevard, at Mansion Park Drive. Its four buildings were built in 1857, the 1860s, and the 1880s and include a granary, a house, an office, and a hall. The Harris-Lass house at 1889 Market Street (1865) includes a farmhouse, a barn, a water tank, and farming implements. As mentioned above, four early twentieth century buildings survive at Agnew's State Hospital, and about eight buildings from 1911-1930 survive at Santa Clara University.

Most prolifically, the Old Quad area is filled with hundreds of 19th and early 20th century houses that retain good to high integrity. The oldest houses date to the 1850s, a moderate number date to each decade of the 1860s, 1870s, and 1880s, and very many date to the 1890s-1920s. While it is beyond the scope of this report to describe these houses, it can be said that they range from modest, vernacular working-class houses to large houses built for the well-to-do. Houses in the latter group are often elaborately decorated, but smaller houses possess fine details and ornament as well. Because the subject house is Queen Anne in style, a number of houses in that style are illustrated below.

(See Continuation Sheet, page 9.)

Page 9 of 26

Resource Identifier: 1390 Madison Street

Recorded by William Kostura

*Date January 2021

☒ Continuation ☐ Update

Integrity

The major alterations to this property are the rear addition of 1972 (this is the westernmost 15 feet), the accessory unit of 1988, and the swimming pool and other backyard features (1980). It is possible that the four-over-four windows in the basement are sympathetic alterations, though this is not known.

Aside from these, the exterior of the house is largely unaltered. Regarding the seven areas of integrity:

Location. The house has not been moved, and so retains integrity of location.

Design. Except for its rear addition, the exterior of this house is largely unchanged. It clearly expresses its Queen Anne style, one-story-over-basement form, and hipped roof. It thus retains integrity of design.

Materials. The wooden siding, porch, front door, and window sash and trim are all in place. So is the flash glass in the upper sash of the front window. Thus, the house retains integrity of materials.

Workmanship. The turned porch posts and their brackets, the ornamental trim, and other millwork must have been created using steam-driven saws. This house exhibits its late 19th-century construction techniques. It thus retains integrity of workmanship.

Feeling. This house's appearance still exhibits the feeling of a late-19th century ornamental blue-collar cottage. It retains integrity of feeling.

Association. The early residents of this house would likely recognize this house as the one they lived in, so it retains integrity of association.

Setting. Regarding the setting *within* this property's boundaries: the newer building of 1988, the swimming pool of 1980, and the back yard landscaping are clearly of recent dates, while the pepper tree is of unknown date. Regarding the *surrounding* neighborhood: the neighborhood is still residential, but most buildings are not very old. Overall, integrity of setting is mostly lost.

California Register evaluation

The California Register of Historical Resources is an inventory of significant architectural, archaeological, and historical resources in the State of California. Resources can be listed in the California Register through a number of methods. State Historical Landmarks and National Register-listed properties are automatically listed in the California Register. Properties can also be nominated to

(See Continuation Sheet, page 10.)

Page 10 of 26

Resource Identifier: 1390 Madison Street

Recorded by William Kostura

*Date January 2021

☒ Continuation ☐ Update

California Register evaluation, continued

the California Register by local governments, private organizations, or citizens. The evaluative criteria used by the California Register for determining eligibility are closely based on those developed by the National Park Service for the National Register of Historic Places.

In order for a property to be eligible for listing in the California Register, it must be found significant under one or more of the following criteria:

- * Criterion 1 (Events): Resources that are associated with events that have made a significant contribution to the broad patterns of local or regional history, or the cultural heritage of California or the United States.
- * Criterion 2 (Persons): Resources that are associated with the lives of persons important to local, California, or national history.
- * Criterion 3 (Architecture): Resources that embody the distinctive characteristics of a type, period, region, or method of construction, or represent the work of a master, or possess high artistic values.
- * Criterion 4 (Information Potential): Resources or sites that yield or have the potential to yield information important to the prehistory or history of the local area, California, or the nation. This criterion relates mostly to archaeology and so is not considered here.

Criterion 1. A moderate number of houses in the Old Quad neighborhood of Santa Clara are older than this one. One has been dated to the 1770s, one has been dated to the 1840s, and a scattering date to the 1850s-1880s. As a percentage of all of the houses in the Old Quad area, however, this house is still one of the oldest. Only a small percentage date to the year 1890 or earlier. The house thus represents an early period in Santa Clara's history when the town was just starting to become suburban in feeling. Because of its age, its high integrity, and its ability to represent this early period of Santa Clara's history, this house appears to be eligible for the California Register at the local level under this criterion. The Period of Significance under this criterion is the 1890s-1910s, the first thirty years of the house's history and a period when much of the Old Quad area was still being developed.

Criterion 2. Most of the residents of this house were blue-collar workers who lived here briefly. They represent the blue-collar history of Santa Clara, but this is probably true for the vast majority of old houses still standing in Old Quad. Nothing about the residential history of this house distinguishes it from that of other houses in the neighborhood, and so the house does not appear to be eligible for the California Register under this criterion.

(See Continuation Sheet, page 10.)

Page 11 of 26

Resource Identifier: 1390 Madison Street

Recorded by William Kostura

*Date January 2021

☒ Continuation ☐ Update

California Register evaluation, continued

Criterion 3. This is an excellent example of a raised-basement Queen Anne cottage. The distinguishing features include the front and side gables with their decorative bargeboards, shingles, and the trim around the attic vents; brackets with spindles at the top of the front bay window; the covered front porch and turned porch posts with brackets; the staircase's newel posts; window trim; flash glass in the upper sash of the front bay window; and the ornamental front door. The form of the house is also effective. It includes the L-shape of the house; the covered porch that fills the angle of the ell, and the hipped roof. For these reasons, the house appears to be eligible for the California Register at the local level under this criterion. The Period of Significance is ca. 1890, when the house was most likely built.

Character-defining features of the significant property. They include:

- * the presence of a large front yard and a narrow side yard facing Lewis Street; these establish the suburban character of the house and afford views of the principle facades. The specific plantings in the yards are not character-defining, however.
- * the height of the house: one-story-plus-attic-and-raised-basement
- * the form of the house: ell-shaped, with a bay window at right and a shallow (one-foot-deep) projecting bay on the north side (but not counting the 15-foot rear addition of 1972)
- * the width of the house
- * the hipped roof with gables on the front and north sides
- * the covered porch that fills the angle of the ell
- * decorative features, including window and front door trim, trim around the vents in the gables, bargeboard and shingles in the gables, brackets with spindles at the top of the bay window in the projecting wing, turned porch posts, brackets at the top of the porch posts, and the belt course at the first floor level
- * double-hung window sash, and flash glass in the front part of the projecting wing
- * the paneled front door.

It is uncertain to what degree the front staircase is original. The newel posts, at least, seem to be, and so these should be considered to be character-defining features.

The rear addition that is fifteen feet in depth, the newer building on the south part of the lot, and the swimming pool and other landscape features in the back yard are not character-defining.

(See Continuation Sheet, page 12.)

Page 12 of 26

Resource Identifier: 1390 Madison Street

Recorded by William Kostura

*Date January 2021

☒ Continuation ☐ Update

Evaluation under City of Santa Clara criteria

The Criteria for Local Significance were adopted on April 20, 2004, by the City of Santa Clara City Council and are listed under Section 8.9.2 of the City of Santa Clara General Plan, Criteria for Local Significance. Under this section of the General Plan, any building, site, or property in the City that is 50 years old or older and meets certain criteria of architectural, cultural, historical, geographical or archeological significance is potentially eligible. The criteria that this property meet are listed below.

Criterion for Historical or Cultural Significance

To be historically or culturally significant, a property must meet at least one of the following criteria:

1. *The site, building or property has character, interest, integrity and reflects the heritage and cultural development of the city, region, state, or nation.*

With its high integrity and expressive style details, this is an excellent example of a 19th century house built for blue-collar residents.

5. *A building's direct association with broad patterns of local area history, including development and settlement patterns, early or important transportation routes or social, political, or economic trends and activities. Included is the recognition of urban street pattern and infrastructure.*

This house is one of many houses in the Old Quad area that date to the 19th century and the early 20th century. Having been built in ca. 1890 (or perhaps slightly earlier) it is one of the older houses in the neighborhood. It also has high integrity. Under this criterion, the house is important along with other 19th and early 20th century houses for their collective ability to evoke early Old Quad history.

Similarly, this house and its 19th century neighbors are important in the history of Santa Clara and San Mateo counties. No other city or town on the peninsula, between San Francisco and San Jose, possesses such a large and coherent collection of 19th century houses as Old Quad does. Along with many other houses, this house helps to evoke the period better than any other collection of houses on the peninsula.

Criterion for Architectural Significance

To be architecturally significant, a property must meet at least one of the following criteria:

1. *The property characterizes an architectural style associated with a particular era and/or ethnic group.*

This is an excellent, and early, example of a Queen Anne working-class cottage. With its porch, decorative gables, brackets, and other ornament, it is one of the better examples of a late 19th century house of this size and style in Old Quad.

(See Continuation Sheet, page 13.)

Page 13 of 26

Resource Identifier: 1390 Madison Street

Recorded by William Kostura

*Date January 2021

☒ Continuation ☐ Update

Evaluation under City of Santa Clara criteria (continued)

7. A building's notable or special attributes of an aesthetic or functional nature. These may include massing, proportion, materials, details, fenestration, ornamentation, artwork or functional layout.

This house's most notable features — the recessed covered porch that fills an ell, ornamental gables, and other ornament and trim — are not unique in Old Quad, but they are of a high enough quality to be notable. The porch is both functional and aesthetic.

Criterion for Geographic Significance

To be geographically significant, a property must meet at least one of the following criteria:

1. A neighborhood, group or unique area directly associated with broad patterns of local area history.

As mentioned above under "Historical or Cultural Significance" (5), this house strongly contributes to Old Quad, a striking collection of 19th and early 20th century houses. No other city on the peninsula between San Francisco and San Jose possesses so many fine examples with high integrity.

Criterion for Archaeological Significance

This property is not being evaluated under this criterion.

Note: With further research, the Roman Catholic cultural history of this house may be found to be significant under City of Santa Clara Criterion 1. The most promising line of research is the archives of the Sisters of the Holy Family at Santa Clara University. Chain-of-title research could also support this theme once the Recorder-Clerk's Office in San Jose fully reopens.

References

Santa Clara and San Jose city directories and Santa Clara County voter registrations, 1902 to 1926, for residents at this address. Searched via Ancestry.com.

1900, 1930, and 1940 U. S. censuses, for John Handcock, Antone Burgos, and Sebastian Burgos, respectively, at this address. Searched via Ancestry.com.

"Santa Clara's Latest News." *San Jose Mercury News*, June 20, 1901; re: Hazelton.

1891 Sanborn map (page 38) and 1915 Sanborn map (page 211) for Santa Clara and San Jose. This house is shown in both maps.

(See Continuation Sheet, page 14.)

Page 14 of 26

Resource Identifier: 1390 Madison Street

Recorded by William Kostura

*Date January 2021

☒ Continuation ☐ Update

Resources (continued)

“Santa Clara General Plan: Historic Preservation and Resource Inventory.” This document lists about three hundred old houses in the Old Quad area. The subject house is listed as a “Queen Anne Cottage” (that style name is correct) that was built in “ca. 1880” (this seems too early).

Building permits for this address (all for owner Wigginton):

July 1972: Construct a one bedroom and bath “on one side.” This is the gabled north addition.

October 1980. Build swimming pool and fence; demolish garage.

December 1984. Remodel interior and add mechanical.

March 1988. Add accessory unit. This is the new building to the south.

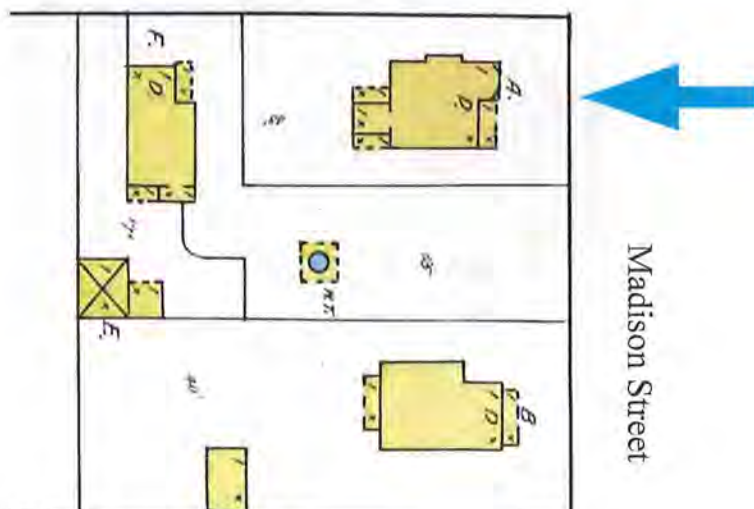
Note: No permits for exterior alterations (except for the rear addition) could be found.

Susan Dinkelspiel Cerny, ed. *An Architectural Guidebook to San Francisco and the Bay Area*. Gibbs Smith, Publisher, 2007. A short but useful chapter on the City of Santa Clara can be found on pages 188-190.

The author of this report made two trips to the Old Quad area to photograph over one hundred early houses for purposes of historic context, as well as to photograph the subject house, in December 2020 and January 2021.

1891 Sanborn insurance map, page 38

Lewis Street



Page 15 of 26

Resource Identifier: 1390 Madison Street

Recorded by William Kostura

*Date January 2021

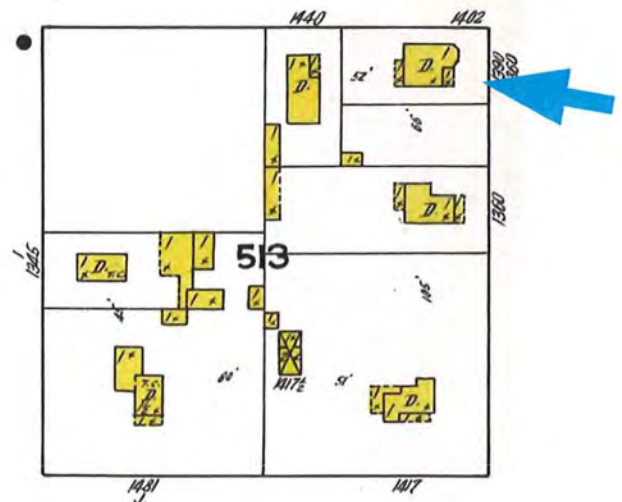
☒ Continuation ☐ Update

1891 Sanborn map, showing a larger field



1915 Sanborn map, page 211

The footprint of the house in the 1891 and 1915 Sanborn maps was the same as it is now, except for rear additions.



State of California — The Resources Agency
DEPARTMENT OF PARKS AND RECREATION
CONTINUATION SHEET

Primary #
HRI/Trinomial

Page 16 of 26

Resource Identifier: 1390 Madison Street

Recorded by William Kostura

*Date January 2021 ☒ Continuation ☐ Update

Photos of the house

Front



Page 17 of 26

Resource Identifier: 1390 Madison Street

Recorded by William Kostura

*Date January 2021

☒ Continuation ☐ Update



The slanted side of the projecting front wing, with brackets, spindles, and pendant at the top.

Page 18 of 26

Resource Identifier: 1390 Madison Street

Recorded by William Kostura

*Date January 2021

☒ Continuation ☐ Update



Front porch, turned
porch post, and
incised brackets



Page 19 of 26

Resource Identifier: 1390 Madison Street

Recorded by William Kostura

*Date January 2021

☒ Continuation ☐ Update



Paneled front door, with flash glass glazing, and staircase with newel post detail.

Page 20 of 26

Resource Identifier: 1390 Madison Street

Recorded by William Kostura

*Date January 2021

☒ Continuation ☐ Update

North side of house, facing Lewis Street



Note the gable over the one-foot-deep projecting bay, the hipped roof over the original building (shown below), and the rear addition of 1972 (shown below at far right).



Page 21 of 26

Resource Identifier: 1390 Madison Street

Recorded by William Kostura

*Date January 2021

☒ Continuation ☐ Update

The south side



Showing the one-over-one windows in the main story, with trim; the molded belt course at the first floor level; and the four-over-four windows in the basement.

State of California — The Resources Agency
DEPARTMENT OF PARKS AND RECREATION
CONTINUATION SHEET

Primary #
HRI/Trinomial

Page 22 of 26

Resource Identifier: 1390 Madison Street

Recorded by William Kostura

*Date January 2021

☒ Continuation ☐ Update

The rear addition of 1972



Above: As viewed from Lewis Street

State of California — The Resources Agency
DEPARTMENT OF PARKS AND RECREATION
CONTINUATION SHEET

Primary #
HRI/Trinomial

Page 23 of 26

Resource Identifier: 1390 Madison Street

Recorded by William Kostura

*Date January 2021

☒ Continuation ☐ Update



Front and side yards



While the specific plantings are not considered character-defining features, the open spaces in front of and on the north side are so considered because they define the relationship of the house to the streets and afford views of these two facades.

The pepper tree shown at left is clearly a mature tree, but its date of planting is unknown.

Page 24 of 26

Resource Identifier: 1390 Madison Street

Recorded by William Kostura

*Date January 2021 ☒ Continuation ☐ Update



The new building of 1988 and rear landscaping

Above: Two views of the “accessory unit” built in 1988. In its siding and window trim it mimics the older house.

Below: Rear view of both houses (at left, the rear addition to the old house, and at right the new building of 1988) with swimming pool, paving, and trellis.



Page 25 of 26

Resource Identifier: 1390 Madison Street

Recorded by William Kostura

*Date January 2021

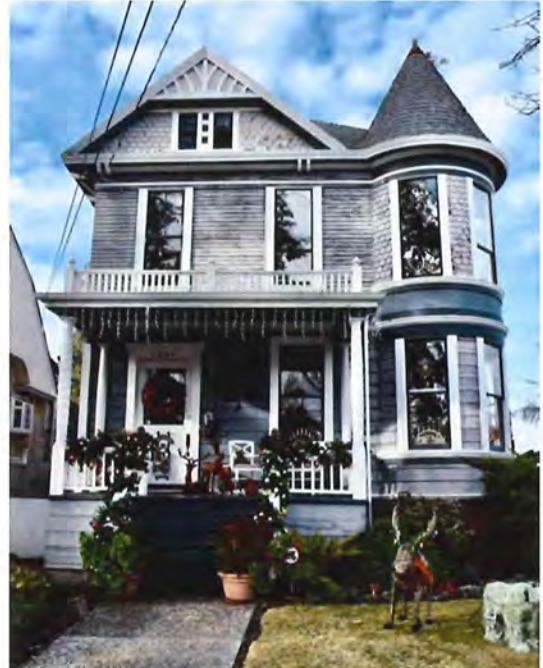
☒ Continuation ☐ Update

Other Queen Anne houses in Old Quad, Santa Clara

Construction dates, where given, are from secondary sources and have not been confirmed.



Above: 981 Fremont Street (1892)
At right: 1009 Harrison Street (1895)



Above left: 1065 Harrison Street (ca. 1891)
Above right: 1077 Harrison Street



State of California — The Resources Agency
DEPARTMENT OF PARKS AND RECREATION
CONTINUATION SHEET

Primary #
HRI/Trinomial

Page 26 of 26

Resource Identifier: 1390 Madison Street

Recorded by William Kostura

*Date January 2021

☒ Continuation ☐ Update



Lefty to right, and top to bottom:

1474 Homestead Road
1380 Lincoln Street (1895)
1567 Lexington Street (1890)

975 Lewis Street
1409 Lexington Street (1894)
1680 Market Street (1895)

1311 Lewis Street
1435 Lexington Street
1116 Washington (1892)

Exhibit C

Secretary of Interior's Standards for Rehabilitation

1. A property will be used as it was historically or be given a new use that requires minimal change to its distinctive materials, features, spaces, and spatial relationships.
2. The historic character of a property will be retained and preserved. The removal of distinctive materials or alteration of features, spaces, and spatial relationships that characterize a property will be avoided.
3. Each property will be recognized as a physical record of its time, place, and use. Changes that create a false sense of historical development, such as adding conjectural features or elements from other historic properties, will not be undertaken.
4. Changes to a property that have acquired historic significance in their own right will be retained and preserved.
5. Distinctive materials, features, finishes, and construction techniques or examples of craftsmanship that characterize a property will be preserved.
6. Deteriorated historic features will be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature will match the old in design, color, texture, and, where possible, materials. Replacement of missing features will be substantiated by documentary and physical evidence.
7. Chemical or physical treatments, if appropriate, will be undertaken using the gentlest means possible. Treatments that cause damage to historic materials will not be used.
8. Archeological resources will be protected and preserved in place. If such resources must be disturbed, mitigation measures will be undertaken.
9. New additions, exterior alterations, or related new construction will not destroy historic materials, features, and spatial relationships that characterize the property. The new work will be differentiated from the old and will be compatible with the historic materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environment.
10. New additions and adjacent or related new construction will be undertaken in such a manner that, if removed in the future, the essential form and integrity of the historic property and its environment would be unimpaired.

Exhibit D

July 21, 2021

Giacomo A. Russo
1390 Madison Street
Santa Clara, CA 95050

10-Year Restoration Maintenance Plan

Dear Planning Staff and Historic & Landmark Commissioners,

The following is the proposed 10-year plan for the restorations and maintenance of the historic home at 1390 Madison Street. All items to meet the Secretary of Interiors standards for Treatment of Historic Properties:

1. Year 1-2 (2022-2023)

Foundation/Grading/Drainage:

Improve rainwater management around the perimeter of the house: The existing grade (soil) around the house is inadequately sloped (towards the house) which can lead to foundation settlement and compromise the structural integrity of the historic residence. The grade also contacts the historic wood siding / framing which can lead to rot and termite damage. Therefore we propose to regrade around the perimeter of the residence as required by the building code, correct improperly sloped roof gutters, and connect the rain water leader downspouts to concrete splash blocks or subsurface drain lines to outlet downhill and away from the residence. The dry rot at the existing rafters, soffits and fascia shall be repaired with epoxy and repainted to match existing. Add drip edge flashing on the entire perimeter of the roof.

2. Year 3 (2024)

Exterior Window Restoration:

Restore / Repair existing historic exterior wood windows: Special attention will be given to the Bay Window (West Facing, Front) and the original windows in the back the backyard (South Facing, Back). Any minor dry rot areas on the windows shall be repaired with epoxy filler and repainted to match. Where elements of the

existing window have excessive rot or gaps, they shall be replaced with salvaged or custom milled wood to match. Glazing putty, where cracked, shall be replaced and the window shall be painted to match existing. Replace window pulley rope where needed.

3. Years 4-5 (2025-2026)

HVAC

Remove AC window units to preserve streetscape (8 total): Upgrade all existing heating and ventilation systems to accommodate cooling which will require the installation of an AC condenser and sealing or replacing of existing ducting in the attic as required by the building code.

4. Year 6-7 (2027-2028)

Repaint Entire House

Painting of the structure: Repaint entire exterior of residence including all exterior wood siding, eaves, gutters / downspouts, all windows, doors and associated trim.

5. Years 8-10 (2029-2031)

Roofing

Replace damaged asphalt composition shingle roofing: Install new triple layer (tri-lam) asphalt composition shingle roofing (example: Certainteed Landmark TL) with a more similar profile and shadow line of wood shingles (what was originally on the home).

I am excited about restoring and rehabilitating this wonderful historic home so that it can be preserved and enjoyed for many years to come. It is a landmark building in Santa Clara County and for the State of California; it is a perfect example of what the Mills Act was meant to protect and preserve.

Sincerely,
Giacomo A. Russo

A handwritten signature in black ink that reads "Giacomo A. Russo". The signature is written in a cursive, flowing style with a large initial 'G'.



Agenda Report

21-1301

Agenda Date: 10/7/2021

REPORT TO HISTORICAL AND LANDMARKS COMMISSION

SUBJECT

Public Hearing: Consideration of a Historical Preservation Agreement (Mills Act Contract) for 1390 Madison Street

BACKGROUND

Property owner Giacomo Russo is requesting a Historical Preservation Agreement (Mills Act Contract) for the property located at 1390 Madison Street. A requirement of the Mills Act is that the building must be a qualified structure, listed on either a local, State or National register. The property is currently listed on the City's Historic Resource Inventory (HRI).

The approximately 9,500 square foot property is located on the southwest corner of Madison Street and Lewis Street. The existing two-story residence is of Queen Anne style architectural style constructed circa 1890. The property was initially designated as a Historically Significant Property and placed on the City's list of Architecturally or Historically Significant Properties in 1981. The property is zoned R1-6L-HT (Historic Combining), which allows for both the current residential use and which has also permits commercial use of the house and property as a bed and breakfast inn, which operated from the mid-1980's until it closed in 2020.

The proposal includes approval of a Mills Act Contract and adoption of a 10-Year Restoration and Maintenance Plan associated with the Historical Preservation Agreement.

DISCUSSION

A State Department of Parks and Recreation (DPR) 523 Form was prepared by William Kostura in January, 2021, assessing the historical significance of the property, and is attached to this report. According to the evaluation, the distinguishing architectural features of the building include the front and side gables with their decorative bargeboards, shingles, and the trim around the attic vents; brackets with spindles at the top of the front bay window; the covered front porch and turned porch posts with brackets; the staircase's newel posts; window trim; flash glass in the upper sash of the front bay window; and the ornamental front door. The L-shape form of the house is also an effective distinguishing architectural feature with a covered porch that fills the angle of the ell, and the hipped roof. Major alterations to this property include a rear addition to the home in 1972 (this is the western-most 15 feet), addition of a detached two-story accessory unit and garage structure in 1988, and a swimming pool and other backyard features (1980). The evaluator finds this house to be an excellent, and early, example of a Queen Anne working-class cottage, and appears to retain sufficient integrity to continue to be eligible for listing on both the California Register and the City's Historic Resource Inventory.

The property owner has submitted a statement of justification and 10-Year Plan for restoration and maintenance of the property. The Plan includes gutter repair and minor regrading around house perimeter for improved rainwater drainage away from house foundation, repair of dry rot at existing roof rafters, soffits and fascia, repair and restoration of existing historic wood windows, roof replacement and repainting of the house.

Staff finds that the work proposed in the 10-Year Restoration and Maintenance Plan adheres to the Secretary of the Interior's Standards for Rehabilitation. The proposed improvements support the preservation, protection and maintenance of a locally designated significant structure.

ENVIRONMENTAL REVIEW

The Mills Act program is exempt from the California Environmental Quality Act (CEQA) environmental review requirements per CEQA Section 15331, which exempts project limited to maintenance, repair, stabilization, rehabilitation, restoration, preservation, conservation or reconstruction of historical resources in a manner consistent with the Secretary of the Interior Standards.

PUBLIC CONTACT

No public comments have been received at the time of preparation of this report.

RECOMMENDATION

Staff recommends that the Historical and Landmarks Commission find that the Mills Act Application and associated 10-Year Plan for restoration and maintenance accomplish the intent of preserving and maintaining the historical significance of the property; and therefore, recommend Council approval of a Historical Property Preservation Agreement (Mills Act Contract), and the adoption of a 10-Year Restoration and Maintenance Plan included with the Agreement.

Prepared by: Jeff Schwilk, Associate Planner

Approved by: Gloria Sciara, Development Review Officer

ATTACHMENTS

1. Legal Property Description
2. Historic Survey (DPR 523 Forms A and B)
3. Secretary of the Interior's Standards for Rehabilitation
4. 10-Year Restoration and Maintenance Plan
5. Draft Historic Preservation Agreement



Agenda Report

21-1471

Agenda Date: 12/7/2021

REPORT TO COUNCIL

SUBJECT

Urgency Declaration and Action to Approve Expenditures and Ratify an Agreement with SAK Construction, LLC for the Sanitary Sewer Repair Project on Lafayette Street North of Calle Del Mundo

COUNCIL PILLAR

Deliver and Enhance High Quality Efficient Services and Infrastructure

BACKGROUND

The City's Water & Sewer Utilities Department maintains a sanitary sewer collection system consisting of approximately 300 miles of sewer lines, 5,800 manholes, and seven pump/lift stations.

Recently, a City contractor performing a condition assessment of the sewer lines provided a list of segments identified as at high risk of structural failure. Staff reviewed the closed-circuit television footage and identified two locations with moderate to severe deterioration on Lafayette Street, approximately 1,100 linear feet north of Calle Del Mundo and near the Union Pacific Railroad (UPRR) right-of-way.

The first location is an existing 33-inch diameter reinforced concrete sanitary sewer pipeline that is approximately 480 linear feet in total length and approximately 11 feet deep running west from the Lafayette Street right-of-way, under the UPRR corridor and within a sewer easement.

The second location is an existing 42-inch diameter reinforced concrete sanitary sewer pipeline that is approximately 470 linear feet in total length and approximately 11 feet deep running parallel to the 33-inch sewer in the first location.

DISCUSSION

On June 25, 2021, staff directly solicited bids from 14 companies to perform the Sanitary Sewer Repair Project at UPRR and Lafayette Street North of Calle Del Mundo. Two bids were received on July 9, 2021 with the following results:

| Contractor | Total Bid |
|---------------------------|-----------|
| Nor-Cal Pipeline Services | \$345,000 |
| SAK Construction, LLC | \$393,300 |

On July 14, 2021, staff determined Nor-Cal Pipeline Services to be a non-responsive bidder based on the company's incomplete submittal of the Statement of Qualifications for Construction Work and issued award of contract to SAK Construction, LLC as the lowest responsive and responsible bidder. The City entered into a contract for the urgent sewer repair on July 21, 2021 (Attachment 2). SAK Construction satisfactorily completed the repairs on October 15, 2021.

The pipelines serve as the primary conveyances of wastewater from the City to the Regional Wastewater Facility and a failure in either pipeline would pose severe public health consequences and a threat to safety of residents and property.

Given the threat to public health and safety, staff recommends that the City Council deem the Sanitary Sewer Repair Project at UPRR and Lafayette Street North of Calle Del Mundo as an "urgent necessity" under section 1310 of the City Charter, which allows for the letting of public works contracts "without advertising for bids, if such work shall be deemed by the City Council to be of urgent necessity for the preservation of life, health or property, and [the contract] shall be authorized by motion passed by at least four affirmative votes and containing a declaration of the facts constituting such urgency."

City Charter Section 1310 also requires that the City Council make a declaration of the basis for the "urgent necessity" for foregoing the standard public works bidding process. This report constitutes the declaration required by that section and requests Council approval to expend the funds and ratify the contract with SAK Construction for the urgent repair.

ENVIRONMENTAL REVIEW

The actions being considered are subject to a statutory exemption from the California Environmental Quality Act ("CEQA") pursuant to California Public Resources Code section 21080(b), because they involve urgent repairs to public service facilities necessary to maintain service.

FISCAL IMPACT

There are sufficient funds in the Sanitary Sewer System Improvements project in the Sewer Utility Capital Fund to cover all repairs and related costs.

COORDINATION

This report has been coordinated with the Finance Department, the Department of Public Works, and the City Attorney's Office.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <<mailto:clerk@santaclaraca.gov>> or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

Deem the Sanitary Sewer Repair Project at UPRR and Lafayette Street North of Calle Del Mundo an urgent necessity under section 1310 of the City Charter, because the pipelines serve as the primary conveyances of wastewater from the City to the Regional Wastewater Facility and a failure in either

pipeline would pose severe public health consequences and a threat to safety of residents and property, and ratify the agreement with SAK Construction, LLC in the amount of \$393,300 plus 15% contingency in the amount of \$59,000 for a total not-to-exceed amount of \$452,300.

Reviewed by: Gary Welling, Director, Water and Sewer Utilities

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Map of the Sanitary Sewer Repair Project at UPRR and Lafayette Street North of Calle Del Mundo
2. Fully Executed Agreement with SAK Construction, LLC

DOCUMENT 00520

AGREEMENT

City of Santa Clara Contract Number WA 30855
Project Title: The Sanitary Sewer Repair Project at UPRR and Lafayette Street
North of Calle Del Mundo

PREAMBLE

This Agreement ("Agreement") is made and entered into on this 21 day of July, 2021, (the "Effective Date") by and between SAK Construction, LLC, a Missouri LLC corporation, with its primary business address located at O'Fallon, MO ("Contractor"), and the City of Santa Clara, California, a chartered California municipal corporation, with its primary business address at 1500 Warburton Avenue, Santa Clara, California 95050 ("City"). City and Contractor may be referred to herein individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

The Parties agree as follows:

AGREEMENT PROVISIONS

Article 1. Work

- 1.1 Contractor shall complete all Work specified in the Contract Documents, in accordance with the Specifications, Drawings, and all other terms and conditions included in the Contract Documents.

Article 2. Agency and Notices to City

- 2.1 City has designated the City Engineer or his/her designee to act as City's Representative(s), who will represent City in performing City's duties and responsibilities and exercising City's rights and authorities in Contract Documents. City may change the individual(s) acting as City's Representative(s), or delegate one or more specific functions to one or more specific City's Representatives, including without limitation engineering, architectural, inspection and general administrative functions, at any time with notice and without liability to Contractor. Each City Representative is the beneficiary of all Contractor obligations to City, including without limitation, all releases and indemnities.
- 2.2 City has designated the City Engineer or his/her designee to act as Construction Manager. City may assign all or part of the City Representative's rights, responsibilities and duties to Construction Manager. City may change the identity of the Construction Manager at any time with notice and without liability to Contractor.
- 2.4 All notices or demands to City under the Contract Documents shall be delivered to the City's Representative at 1500 Warburton Avenue, Santa Clara, California 95050, or to such other person(s) and address(es) as City shall provide to Contractor.

Article 3. Contract Time and Liquidated Damages

3.1 Contractor shall commence Work at the Site on the date established in Document 00550, Notice to Proceed. The City reserves the right to modify or alter the Commencement Date of the Work due to the need to complete other City provided work at the Site. Contractor shall complete the Work within the Schedule set forth in Document 00550, Notice to Proceed, and Document 00700, General Conditions:

Article 4. Total Contract Price

- 4.1 City shall pay Contractor the Contract Sum for completion of Work in accordance with Contract Documents as shown on the Contractor's Bid, Document 0400, incorporated by this reference.
- 4.2 The Contract Sum is all inclusive and includes all Work; all federal, state, and local taxes on materials and equipment, and labor furnished by Contractor, its subcontractors, subconsultants, architects, engineers, and vendors or otherwise arising out of Contractor's performance of the Work, including any increases in any such taxes during the term of this Agreement; and any duties, fees, and royalties imposed with respect to any materials and equipment, labor or services. The taxes covered hereby include (but are not limited to) occupational, sales, use, excise, unemployment, FICA, and income taxes, customs, duties, and any and all other taxes on any item or service that is part of the Work, whether such taxes are normally included in the price of such item or service or are normally stated separately. Notwithstanding the foregoing, each party shall bear such state or local inventory, real property, personal property or fixtures taxes as may be properly assessed against it by applicable taxing authorities.

Article 5. Contractor's Representations and Warranties

In order to induce City to enter into this Agreement, Contractor makes the following representations and warranties:

- 5.1 Contractor has visited the Site and has examined thoroughly and understood the nature and extent of the Contract Documents, Work, Site, locality, actual conditions, as-built conditions, and all local conditions and federal, state and local laws and regulations that in any manner may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the design and the means, methods, techniques, sequences or procedures of construction to be employed by Contractor and safety precautions and programs incident thereto.
- 5.2 Contractor has examined thoroughly and understood all reports of exploration and tests of subsurface conditions, as-built drawings, drawings, product specifications or reports, available for Bidding purposes, of physical conditions, including Underground Facilities, which are identified in Document 00320, Geotechnical Data and Existing Conditions, which may be apparent at the Site, or which may appear in the Drawings and accepts the determination set forth in these documents and Document 00700, General Conditions of the limited extent of the information contained in these documents and materials upon which the Contractor may be entitled to rely. Contractor agrees that except for the information so identified, Contractor does not and shall not rely on any other information contained in these documents, reports and drawings.
- 5.3 Contractor has conducted or obtained and has understood all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in Section 5.2 of this Document 00520) that pertain to the subsurface conditions, as-built conditions, Underground Facilities and all other physical conditions at or contiguous to the Site or otherwise that may affect the cost, progress, performance or furnishing of Work, as

Contractor considers necessary for the performance or furnishing of Work at the Contract Sum, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Document 00700, General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by Contractor for such purposes.

- 5.4 Contractor has correlated its knowledge and the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- 5.5 Contractor has given City prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Contract Documents and as-built drawings and actual conditions and the written resolution thereof through Addenda issued by City is acceptable to Contractor.
- 5.6 Contractor is duly organized, existing and in good standing under applicable state law, and is duly qualified to conduct business in the State of California.
- 5.7 Contractor has duly authorized the execution, delivery and performance of this Agreement, the other Contract Documents and the Work to be performed herein. The Contract Documents do not violate or create a default under any instrument, agreement, order or decree binding on Contractor.

Article 6. Contract Documents

- 6.1 Contract Documents, which comprise the entire agreement between the City and Contractor concerning the Work, consist of the following documents, including all changes, Addenda and Modifications thereto:

CONTRACT DOCUMENTS

Contract Documents shall include all applicable City of Santa Clara Technical Documents including, but not limited to, the Standard Details, the Standard Specifications for Public Works Construction, and more specifically the provisions of Documents 00700, General Conditions. All these documents and sections are included herein by reference only and can be found at the following link on the City's website:

<https://www.santaclaraca.gov/our-city/departments-g-z/public-works/engineering/technical-documents>

Division 0 – GENERAL PROVISIONS

| | |
|----------------|--|
| Document 00400 | Bid |
| Document 00430 | Subcontractors List |
| Document 00520 | Agreement |
| Document 00550 | Notice to Proceed |
| Document 00610 | Construction Performance Bond |
| Document 00620 | Construction Labor and Material Payment Bond |
| Document 00630 | Guaranty |
| Document 00700 | General Conditions |
| Bid Document | Appendix #4 City Insurance Requirements |

Division 1 – GENERAL REQUIREMENTS. (as applicable, refer to link above)

Division 2 – TECHNICAL PROVISIONS. (as applicable, refer to link above)

Division 3 and above – SPECIAL PROVISIONS. (as applicable, refer to link above)

The Request for Bids Document for this project is incorporated herein by reference only.

- 6.2 There are no Contract Documents other than those listed above in this Article 6. The information supplied under Document 00320, Geotechnical Data and Existing Conditions, is not part of the Contract Documents. The Contract Documents may only be amended, modified or supplemented as provided in Document 00700, General Conditions.

Article 7. Miscellaneous

- 7.1 Terms used in this Agreement are defined in Document 00700, General Conditions, and Section 00050, References and Definitions, and will have the meaning indicated therein.
- 7.2 It is understood and agreed that in no instance is any person, signing this Agreement for or on behalf of City or acting as an employee, agent or representative of City, liable on this Agreement or any of the Contract Documents, or upon any warranty of authority, or otherwise, and it is further understood and agreed that liability of the City is limited and confined to such liability as authorized or imposed by the Contract Documents or applicable law.
- 7.3 Contractor shall not assign any portion of the Contract Documents, and may subcontract portions of the Contract Documents only in compliance with the Subcontractor Listing Law, California Public Contracting Code §4100 et seq.
- 7.4 The Contract Sum includes all allowances (if any).
- 7.5 In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, Contractor or Subcontractor offers and agrees to assign to the awarding body all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. §15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time City tenders final payment to Contractor, without further acknowledgment by the parties.
- 7.6 Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are deemed included in the Contract Documents, and are on file in the City Clerk's Office, and shall be made available to any interested party on request. Pursuant to Section 1861 of the Labor Code, Contractor represents that it is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor shall comply with such provisions before commencing the performance of the Work of the Contract Documents.
- 7.7 Should any part, term or provision of this Agreement or any of the Contract Documents, or any document required herein or therein to be executed or delivered, be declared invalid, void or unenforceable, all remaining parts, terms and provisions shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby. If the provisions of any law causing such invalidity, illegality or unenforceability may be waived, they are hereby waived to the end that this Agreement and the Contract Documents may be deemed valid and binding agreements, enforceable in accordance with their terms to the greatest extent permitted by applicable law. In the event any provision not otherwise included in the Contract Documents is required to be included by any applicable law, that provision is deemed included herein by this

reference (or, if such provision is required to be included in any particular portion of the Contract Documents, that provision is deemed included in that portion).

- 7.8 This Agreement and the Contract Documents shall be deemed to have been entered into in the County of Santa Clara, State of California, and governed in all respects by California law (excluding choice of law rules). The exclusive venue for all disputes or litigation hereunder shall be in Santa Clara County. Both parties hereby waive their rights under California Code of Civil Procedure Section 394 to file a motion to transfer any action or proceeding arising out of the Contract Documents to another venue. Contractor accepts the Claims Procedure in Document 00700, Article 12, established under the California Government Code, Title 1, Division 3.6, Part 3, Chapter 5.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day first mentioned above.

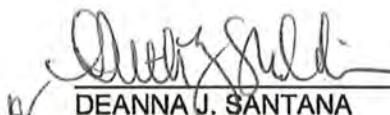
CITY OF SANTA CLARA, CALIFORNIA,
a chartered California municipal corporation

Approved as to form:

Luis M. Haro

Digitally signed by Luis M.
Haro
Date: 2021.08.16
14:03:49 -07'00'

BRIAN DOYLE
City Attorney


DEANNA J. SANTANA
City Manager

1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-0347

Attest:


HOSAM HAGGAG
City Clerk

"City"

By: SAK Construction,
a LLC (Corp/Partnership/Trust, Etc)

(Signature of Person executing the Agreement on behalf of Contractor)
Boyd Hirtz
(Please Print or Type Name)

Title: Vice President

Local Address: 4253 Duluth Ave.
Rocklin, CA 95765

Telephone: (916) 644-1400
Fax: (916) 644-1401

"Contractor"

END OF DOCUMENT

DOCUMENT 00610

BOND #107459235

CONSTRUCTION PERFORMANCE BOND

This Construction Performance Bond ("Bond"), dated 7/21, 2021, is issued in the amount of ~~Three Hundred Ninety Three Thousand Three Hundred & No/100~~ Dollars, (\$ 393,300.00), (the "Penal Sum ") which is equal to one hundred percent of the Contract Price, and is entered into by and between the Contractor and the Surety to ensure the faithful performance of the Construction Contract defined below. This Bond consists of this page and the Bond Terms and Conditions, Paragraphs 1 through 13, attached and incorporated by this reference. The Contractor and Surety are the parties to this Bond, which has been issued for the benefit of the City of Santa Clara, California, a chartered California municipal corporation ("City") and in compliance with the terms of the Construction Contract. Any singular reference to the Contractor, Surety, City or other party shall be considered plural where applicable.

The City of Santa Clara Construction Contract to which this Bond applies is:

SEWER REPAIR PROJECT AT UPRR AND LAFAYETTE STREET NORTH OF CALLE DEL MUNDO

In the Amount of \$ 393,300.00 (Referred to as the "Total Contract Price")

The Contractor and Surety each acknowledge and accept the terms and conditions of this Bond as evidenced by the following signatures of their representatives. The Contractor and Surety each specifically represent that the individual representatives who have signed below are duly authorized to execute this Bond on its behalf. It is the intent of the Parties that this Bond shall become operative on the date first set forth above.

CONTRACTOR AS PRINCIPAL:

Name: SAK Construction, LLC

Principal Place of Business:

Address: 864 Hoff Road

City/State/Zip O'Fallon, MO 63366

Signature: 

Name: Boyd Hirtz

Title: Vice President

SURETY:

Travelers Casualty and Surety
Name: Company of America

Principal Place of Business:

Address: One Tower Square

City/State/Zip Hartford, CT 06183

Signature: 

Name: Andrew P. Thome

Title: Attorney-In-Fact

(Please Note: Surety signature must be notarized)

(Please Apply Corporate Seal Here)

(Please Apply Corporate Seal Here)

Approved as to Form:

Luis M. Haro

City Attorney

Digitally signed by Luis M.
Haro
Date: 2021.08.16
14:04:19 -07'00'

Date: _____, 202__

BOND TERMS AND CONDITIONS

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to City for the complete and proper performance of the Construction Contract, which is incorporated herein by reference.
2. If Contractor completely and properly performs all of its obligations under the Construction Contract, Surety and Contractor shall have no obligation under this Bond.
3. If there is no City Default, Surety's obligation under this Bond shall arise after:
 - 3.1 City has declared a Contractor Default under the Construction Contract pursuant to the terms of the Construction Contract; and
 - 3.2 City has agreed to pay the Balance of the Contract Price:
 - 3.2.1 To Surety in accordance with the terms of this Bond and the Construction Contract; or
 - 3.2.2 To a contractor selected to perform the Construction Contract in accordance with the terms of this Bond and the Construction Contract.
4. When City has satisfied the conditions of paragraph 3, Surety shall promptly (within 30 days) and at Surety's expense elect to take one of the following actions:
 - 4.1 Arrange for Contractor, with consent of City, to perform and complete the Construction Contract (but City may withhold consent, in which case the Surety must elect an option described in paragraphs 4.2, 4.3 or 4.4, below); or
 - 4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; provided, that Surety may not select Contractor as its agent or independent contractor without City's consent; or
 - 4.3 Undertake to perform and complete the Construction Contract by obtaining bids from qualified contractors acceptable to City for a contract for performance and completion of the Construction Contract, and, upon determination by City of the lowest responsible bidder, arrange for a contract to be prepared for execution by City and the contractor selected with City's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract; and, if Surety's obligations defined in paragraph 6, below, exceed the Balance of the Contract Price, then Surety shall pay to City the amount of such excess; or
 - 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances, and, after investigation and consultation with City, determine in good faith its monetary obligation to City under paragraph 6, below, for the performance and completion of the Construction Contract and, as soon as practicable after the amount is determined, tender payment therefore to City with full explanation of the payment's calculation. If City accepts Surety's tender under this paragraph 4.4, City may still hold Surety liable for future damages then unknown or unliquidated resulting from the Contractor Default. If City disputes the amount of Surety's tender under this paragraph 4.4, City may exercise all remedies available to it at law to enforce Surety's liability under paragraph 6, below.

5. If Surety does not proceed as provided in paragraph 4, above, then Surety shall be deemed to be in default on this Bond ten days after receipt of an additional written notice from City to Surety demanding that Surety perform its obligations under this Bond. At all times City shall be entitled to enforce any remedy available to City at law or under the Construction Contract including, without limitation, and by way of example only, rights to perform work, protect work, mitigate damages, advance critical work to mitigate schedule delay, or coordinate work with other consultants or contractors.
6. Surety's monetary obligation under this Bond is limited by the Amount of this Bond identified herein as the Penal Sum. This monetary obligation shall augment the Balance of the Contract Price. Subject to these limits, Surety's obligations under this Bond are commensurate with the obligations of Contractor under the Construction Contract. Surety's obligations shall include, but are not limited to:
 - 6.1 The responsibilities of Contractor under the Construction Contract for completion of the Construction Contract and correction of defective work;
 - 6.2 The responsibilities of Contractor under the Construction Contract to pay liquidated damages, and for damages for which no liquidated damages are specified in the Construction Contract, actual damages caused by non-performance of the Construction Contract including, but not limited to, all valid and proper backcharges, offsets, payments, indemnities, or other damages;
 - 6.3 Additional legal, design professional and delay costs resulting from Contractor Default or resulting from the actions or failure to act of the Surety under paragraph 4, above (but excluding attorney's fees incurred to enforce this Bond).
7. No right of action shall accrue on this Bond to any person or entity other than City or its successors or assigns.
8. Surety hereby waives notice of any change, alteration or addition to the Construction Contract or to related subcontracts, purchase orders and other obligations, including changes of time. Surety consents to all terms of the Construction Contract, including provisions on changes to the Contract. No extension of time, change, alteration, modification, deletion, or addition to the Contract Documents, or of the work required thereunder, shall release or exonerate Surety on this Bond or in any way affect the obligations of Surety on this Bond.
9. Any proceeding, legal or equitable, under this Bond shall be instituted in any court of competent jurisdiction where a proceeding is pending between City and Contractor regarding the Construction Contract, or in the courts of the County of Santa Clara, or in a court of competent jurisdiction in the location in which the work is located. Communications from City to Surety under paragraph 3.1 of this Bond shall be deemed to include the necessary agreements under paragraph 3.2 of this Bond unless expressly stated otherwise.
10. All notices to Surety or Contractor shall be mailed or delivered (at the address set forth on the signature page of this Bond), and all notices to City shall be mailed or delivered as provided in Document 00520, Agreement. Actual receipt of notice by Surety, City or Contractor, however accomplished, shall be sufficient compliance as of the date received at the foregoing addresses.
11. Any provision in this Bond conflicting with any statutory or regulatory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein.

12. Definitions.

- 12.1 Balance of the Contract Price:** The total amount payable by City to Contractor pursuant to the terms of the Construction Contract after all proper adjustments have been made under the Construction Contract, for example, deductions for progress payments made, and increases/decreases for approved modifications to the Construction Contract.
- 12.2 Construction Contract:** The agreement between City and Contractor identified on the signature page of this Bond, including all Contract Documents and changes thereto.
- 12.3 Contractor Default:** Material failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract including, but not limited to, "default" or any other condition allowing a termination for cause as provided in Document 00700, General Conditions.
- 12.4 City Default:** Material failure of City, which has neither been remedied nor waived, to pay Contractor progress payments due under the Construction Contract or to perform other material terms of the Construction Contract, if such failure is the cause of the asserted Contractor Default and is sufficient to justify Contractor termination of the Construction Contract.

13. Surety shall submit following documents along with this Construction Performance Bond:

- 13.1 Verification that Surety is admitted to transact surety business the State of California; and**
- 13.2 Copy of Surety's Certificate of authority issued by the insurance Commissioner of the State of California along with a statement that said Certificate has not been surrendered, revoked, cancelled, annulled or suspended.**

END OF DOCUMENT

ACKNOWLEDGEMENT FOR CONTRACTOR

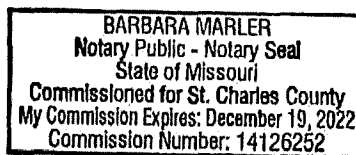
ACKNOWLEDGEMENT FOR CONTRACTOR, IF LIMITED LIABILITY COMPANY

STATE OF MISSOURI }

COUNTY OF ST. CHARLES }

ON THE 21 DAY OF July, 2021, BEFORE ME
PERSONALLY APPEARED Boyd Hirtz TO ME KNOWN AND
KNOWN TO ME TO BE THE Vice President OF SAK Construction, LLC,
A LIMITED LIABILITY COMPANY, DESCRIBED IN AND WHO EXECUTED THE
FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT (S)HE
EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT
(S)HE EXECUTED THE SAME AS AND FOR THE ACT AND DEED OF SAID LIMITED
LIABILITY COMPANY.

Barbara Marler
Notary Public



CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of ~~California~~ Missouri

County of St. Louis

On 7/21/21 before me, Donna Robson, Notary Public,
(Here insert name and title of the officer)

personally appeared Andrew P. Thome, Attorney-In-Fact,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Donna Robson

Signature of Notary Public

Donna Robson, Notary Public

DONNA ROBSON
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
COMMISSIONED FOR ST. CHARLES COUNTY
MY COMMISSION EXPIRES JUN. 21, 2026
ID #17367942

(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Construction Performance Bond, Construction Labor and Material Payment Bond

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 7 Document Date _____

Travelers Casualty and Surety Company of America
(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☒ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he /she/they; is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - Indicate title or type of attached document, number of pages and date.
 - Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

State of Missouri
County of St. Louis

ss:

On 7/21/21 before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared **ANDREW P. THOME** known to me to be Attorney-in-Fact of **TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA** the corporation described in and that executed the within foregoing instrument, and known to me to be the person who executed the said instrument in behalf of said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires _____



A handwritten signature in blue ink that reads "Donna Robson".

DONNA ROBSON
Notary Public

TRAVELERS
Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Andrew P. Thome, of Chesterfield, Missouri, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.



State of Connecticut

City of Hartford ss.

By: _____

Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021



Marie C. Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 21 day of July, 2021



Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF DECEMBER 31, 2020

CAPITAL STOCK \$ 6,480,000

| ASSETS | | LIABILITIES & SURPLUS | |
|--|-------------------------|---|------------------------|
| CASH AND INVESTED CASH | \$ 239,403,348 | UNEARNED PREMIUMS | \$ 1,121,070,380 |
| BONDS | 3,831,156,861 | LOSSES | 1,003,200,686 |
| STOCKS | 109,074,036 | LOSS ADJUSTMENT EXPENSES | 183,346,678 |
| INVESTMENT INCOME DUE AND ACCRUED | 36,858,709 | COMMISSIONS | 48,805,693 |
| OTHER INVESTED ASSETS | 4,970,512 | TAXES, LICENSES AND FEES | 13,561,421 |
| PREMIUM BALANCES | 277,653,788 | OTHER EXPENSES | 42,508,558 |
| NET DEFERRED TAX ASSET | 55,188,715 | CURRENT FEDERAL AND FOREIGN INCOME TAXES | 4,865,484 |
| REINSURANCE RECOVERABLE | 32,553,518 | REMITTANCES AND ITEMS NOT ALLOCATED | 8,646,391 |
| RECEIVABLES FROM PARENT, SUBSIDIARIES AND AFFILIATES | 34,878,347 | AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS | 42,228,250 |
| OTHER ASSETS | 4,155,794 | POLICYHOLDER DIVIDENDS | 12,353,304 |
| | | PROVISION FOR REINSURANCE | 7,930,280 |
| | | ADVANCE PREMIUM | 1,867,512 |
| | | CEDED REINSURANCE NET PREMIUMS PAYABLE | 63,102,972 |
| | | RETROACTIVE REINSURANCE RESERVE ASSUMED | 800,783 |
| | | OTHER ACCRUED EXPENSES AND LIABILITIES | 588,868 |
| | | TOTAL LIABILITIES | <u>\$2,534,855,020</u> |
| | | CAPITAL STOCK | \$6,480,000 |
| | | PAID IN SURPLUS | 433,803,760 |
| | | OTHER SURPLUS | 1,850,750,847 |
| | | TOTAL SURPLUS TO POLICYHOLDERS | <u>\$2,091,034,607</u> |
| TOTAL ASSETS | <u>\$ 4,625,868,627</u> | TOTAL LIABILITIES & SURPLUS | <u>\$4,625,889,627</u> |

STATE OF CONNECTICUT)
COUNTY OF HARTFORD) SS.
CITY OF HARTFORD)

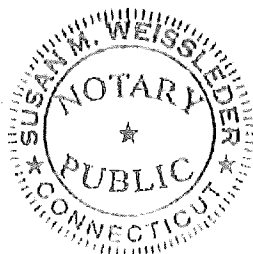
MICHAEL J. DOODY, BEING DULY SWORN, SAYS THAT HE IS VICE PRESIDENT - FINANCE, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA,
AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID
COMPANY AS OF THE 31ST DAY OF DECEMBER, 2020.

Michael J. Doody
VICE PRESIDENT - FINANCE

SUBSCRIBED AND SWORN TO BEFORE ME THIS
26TH DAY OF MARCH, 2021

Susan M. Weissleder
NOTARY PUBLIC

SUSAN M. WEISSLEDER
Notary Public
My Commission Expires November 30, 2022



DOCUMENT 00620

BOND #107459235

CONSTRUCTION LABOR AND MATERIAL PAYMENT BOND

This Construction Labor And Material Payment Bond ("Bond") dated 7/21, 2021, is issued in the amount of Three Hundred Ninety Three Thousand Three Hundred & No/100 Dollars (\$ 393,300.00), (the "Penal Sum") which is equal to one hundred percent of the Contract Price, and is entered into by and between the Contractor and the Surety to ensure the payment of claimants under the Construction Contract defined below. This Bond consists of this page and the Bond Terms and Conditions, Paragraphs 1 through 14, attached and incorporated by this reference. The Contractor and Surety are the parties to this Bond, which has been issued for the benefit of the City of Santa Clara, California, a chartered California municipal corporation ("City") in compliance with the terms of the Construction Contract. Any singular reference to the Contractor, Surety, City or other party shall be considered plural where applicable.

The City of Santa Clara Construction Contract to which this Bond applies is:

SEWER REPAIR PROJECT AT UPRR AND LAFAYETTE STREET NORTH OF CALLE DEL MUNDO

In the Amount of \$ 393,300.00 (Referred to as the "Contract Price")

The Contractor and Surety each acknowledge and accept the terms and conditions of this Bond as evidenced by the following signatures of their representatives. The Contractor and Surety each specifically represent that the individual representatives who have signed below are duly authorized to execute this Bond on its behalf. It is the intent of the Parties that this Bond shall become operative on the date first set forth above.

CONTRACTOR AS PRINCIPAL:

Name: SAK Construction, LLC

Principal Place of Business:

Address: 864 Hoff Road

City/State/Zip O'Fallon, MO 63366

Signature: [Signature]

Name: Boyd Hirtz

Title: Vice President

(Please Apply Corporate Seal Here)

SURETY:

Travelers Casualty and Surety
Name: Company of America

Principal Place of Business:

Address: One Tower Square

City/State/Zip Hartford, CT 06183

Signature: [Signature]

Name: Andrew P. Thome

Title: Attorney-In-Fact

(Please Note: Surety signature must be notarized)

(Please Apply Corporate Seal Here)

Approved as to Form:

Luis M. Haro

City Attorney

Digitally signed by Luis M. Haro
Date: 2021.08.16 14:05:02
+0700

Date: _____

BOND TERMS AND CONDITIONS

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to City and to Claimants, to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.
2. With respect to City, this obligation shall be null and void if Contractor:
 - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants; and
 - 2.2 Defends, indemnifies and holds harmless City from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Construction Contract, provided City has promptly notified Contractor and Surety (at the address set forth on the signature page of this Bond) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to Contractor and Surety, and provided there is no City Default.
3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly through its Subcontractors, for all sums due Claimants. If Contractor or its Subcontractors, however, fail to pay any of the persons named in Section 9100 of the California Civil Code, or amounts due under the Unemployment Insurance Code with respect to Work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of Contractor or Subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such Work and labor, then Surety shall pay for the same, and also, in case suit is brought upon this Bond, a reasonable attorney's fee, to be fixed by the court.
4. Consistent with the California Civil Code §8000, *et seq.*, Surety shall have no obligation to Claimants under this Bond unless the Claimant has satisfied all applicable notice requirements.
5. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety under this Bond.
6. Amounts due Contractor under the Construction Contract shall be applied first to satisfy claims, if any, under any Construction Performance Bond and second, to satisfy obligations of Contractor and Surety under this Bond.
7. City shall not be liable for payment of any costs, expenses, or attorney's fees of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
8. Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations. Surety further hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Construction Contract, or to the Work to be performed thereunder, or materials or equipment to be furnished thereunder or the Specifications accompanying the same, shall in any way affect its obligations under this Bond, and it does hereby waive any requirement of notice or any such change, extension of time, alteration or addition to the terms of the Construction Contract or to the Work or to the Specifications or any other changes.

9. Suit against Surety on this Bond may be brought by any Claimant, or its assigns, at any time after the Claimant has furnished the last of the labor or materials, or both, but, per Civil Code §9558, must be commenced before the expiration of six months after the period in which stop notices may be filed as provided in Civil Code §9356.
10. All notices to Surety or Contractor shall be mailed or delivered (at the address set forth on the signature page of this Bond), and all notices to City shall be mailed or delivered as provided in Document 00520, Agreement. Actual receipt of notice by Surety, City or Contractor, however accomplished, shall be sufficient compliance as of the date received at the foregoing addresses.
11. This Bond has been furnished to comply with the California Civil Code §9550, 9554, *et seq.* Any provision in this Bond conflicting with said statutory requirements shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirements shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
12. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.
13. Definitions.
 - 13.1 Claimant: An individual or entity having a direct contract with Contractor or with a Subcontractor of Contractor to furnish labor, materials or equipment for use in the performance of the Contract, as further defined in California Civil Code §9100. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's Subcontractors, and all other items for which a stop notice might be asserted. The term Claimant shall also include the Employment Development Department as referred to in Civil Code §9554(b).
 - 13.2 Construction Contract: The agreement between City and Contractor identified on the signature page of this Bond, including all Contract Documents and changes thereto.
 - 13.3 City Default: Material failure of City, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract, provided that failure is the cause of the failure of Contractor to pay the Claimants and is sufficient to justify termination of the Construction Contract.
14. Surety shall submit following documents along with this Construction Labor and Material Payment Bond:
 - 14.1 Verification that Surety is admitted to transact surety business the State of California; and
 - 14.2 Copy of Surety's Certificate of authority issued by the insurance Commissioner of the State of California along with a statement that said Certificate has not been surrendered, revoked, cancelled, annulled or suspended.

END OF DOCUMENT

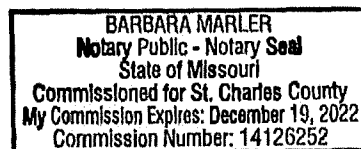
ACKNOWLEDGMENT FOR CONTRACTOR

ACKNOWLEDGMENT FOR CONTRACTOR, IF LIMITED LIABILITY COMPANY

STATE OF MISSOURI
COUNTY OF ST. CHARLES

ON THE 21 DAY OF July, 2021, BEFORE ME
PERSONALLY APPEARED Boyd Hirtz TO ME KNOWN AND
KNOWN TO ME TO BE THE Vice President OF SAK CONSTRUCTION, LLC,
A LIMITED LIABILITY COMPANY, DESCRIBED IN AND WHO EXECUTED THE FOREGOING
INSTRUMENT AND ACKNOWLEDGED TO ME THAT (S)HE EXECUTED THE FOREGOING INSTRUMENT
AND ACKNOWLEDGED TO ME THAT (S)HE EXECUTED THE SAME AS AND FOR THE ACT AND DEED
OF SAID LIMITED LIABILITY COMPANY.

Barbara Marler
NOTARY PUBLIC



CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of ~~California~~ Missouri

County of St. Louis

On 7/21/21 before me, Donna Robson, Notary Public,
(Here insert name and title of the officer)

personally appeared Andrew P. Thome, Attorney-In-Fact,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Donna Robson
Signature of Notary Public

Donna Robson, Notary Public

DONNA ROBSON
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
COMMISSIONED FOR ST. CHARLES COUNTY
MY COMMISSION EXPIRES JUN. 21, 2025
ID #17367942
(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT
Construction Performance Bond, Construction
Labor and Material Payment Bond

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 7 Document Date _____

Travelers Casualty and Surety Company of America
(Additional information)

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☒ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he /she/they is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

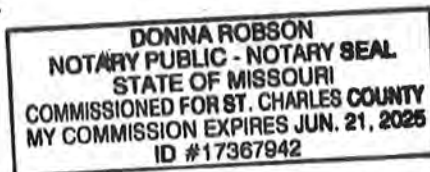
State of Missouri
County of St. Louis

SS:

On 7/21/21 before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared **ANDREW P. THOME** known to me to be Attorney-in-Fact of **TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA** the corporation described in and that executed the within foregoing instrument, and known to me to be the person who executed the said instrument in behalf of said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires _____



A handwritten signature in blue ink that reads "Donna Robson".

DONNA ROBSON
Notary Public

TRAVELERS**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company****POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Andrew P. Thome, of Chesterfield, Missouri**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.



State of Connecticut

City of Hartford ss.

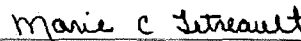
By: 

Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021


Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

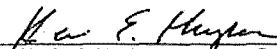
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary, and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority, and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 21 day of July, 2021


Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

HARTFORD, CONNECTICUT 06183

FINANCIAL STATEMENT AS OF DECEMBER 31, 2020

CAPITAL STOCK \$ 6,480,000

| ASSETS | | LIABILITIES & SURPLUS | |
|--|-------------------------|---|------------------------|
| CASH AND INVESTED CASH | \$ 239,403,348 | UNEARNED PREMIUMS | \$ 1,121,070,380 |
| BONDS | 3,831,166,861 | LOSSES | 1,003,200,666 |
| STOCKS | 109,074,035 | LOSS ADJUSTMENT EXPENSES | 183,346,678 |
| INVESTMENT INCOME DUE AND ACCRUED | 38,856,709 | COMMISSIONS | 48,605,693 |
| OTHER INVESTED ASSETS | 4,970,512 | TAXES, LICENSES AND FEES | 13,561,421 |
| PREMIUM BALANCES | 277,653,788 | OTHER EXPENSES | 42,506,558 |
| NET DEFERRED TAX ASSET | 55,188,715 | CURRENT FEDERAL AND FOREIGN INCOME TAXES | 4,865,484 |
| REINSURANCE RECOVERABLE | 32,553,518 | REMITTANCES AND ITEMS NOT ALLOCATED | 8,646,391 |
| RECEIVABLES FROM PARENT, SUBSIDIARIES AND AFFILIATES | 34,876,347 | AMOUNTS WITHHELD / RETAINED BY COMPANY FOR OTHERS | 42,228,250 |
| OTHER ASSETS | 4,155,794 | POLICYHOLDER DIVIDENDS | 12,353,304 |
| | | PROVISION FOR REINSURANCE | 7,930,280 |
| | | ADVANCE PREMIUM | 1,867,512 |
| | | CEDED REINSURANCE NET PREMIUMS PAYABLE | 63,102,972 |
| | | RETROACTIVE REINSURANCE RESERVE ASSUMED | 800,763 |
| | | OTHER ACCRUED EXPENSES AND LIABILITIES | 568,668 |
| | | TOTAL LIABILITIES | \$2,534,855,020 |
| | | CAPITAL STOCK | \$6,480,000 |
| | | PAID IN SURPLUS | 433,803,780 |
| | | OTHER SURPLUS | 1,850,750,847 |
| | | TOTAL SURPLUS TO POLICYHOLDERS | \$2,691,034,607 |
| TOTAL ASSETS | \$ 4,625,889,627 | TOTAL LIABILITIES & SURPLUS | \$4,625,889,627 |

STATE OF CONNECTICUT)
COUNTY OF HARTFORD) SS.
CITY OF HARTFORD)

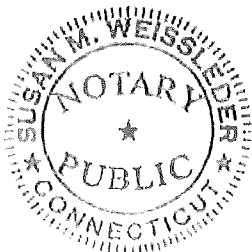
MICHAEL J. DOODY, BEING DULY SWORN, SAYS THAT HE IS VICE PRESIDENT - FINANCE, OF TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, AND THAT TO THE BEST OF HIS KNOWLEDGE AND BELIEF, THE FOREGOING IS A TRUE AND CORRECT STATEMENT OF THE FINANCIAL CONDITION OF SAID COMPANY AS OF THE 31ST DAY OF DECEMBER, 2020.

Michael J. Doody
VICE PRESIDENT - FINANCE

SUBSCRIBED AND SWORN TO BEFORE ME THIS
28TH DAY OF MARCH, 2021

Susan M. Weissleder
NOTARY PUBLIC

SUSAN M. WEISSLEDER
Notary Public
My Commission Expires November 30, 2022



DOCUMENT 00630

GUARANTY

TO THE CITY OF SANTA CLARA, a chartered Municipal Corporation of the State of California ("City"),
for construction of:

THE SEWER REPAIR PROJECT AT UPRR AND LAFAYETTE STREET NORTH OF CALLE DEL MUNDO

SANTA CLARA, CALIFORNIA

1. The undersigned guarantees all construction performed on this Project and also guarantees all material and equipment incorporated therein.
2. Contractor hereby grants to City for a period of one (1) year following the date of Final Completion, or such longer period specified in the Contract Documents, its unconditional warranty of the quality and adequacy of all of the Work including, without limitation, all labor, materials and equipment provided by Contractor and its Subcontractors of all tiers in connection with the Work.
3. Neither final payment nor use or occupancy of the Work performed by the Contractor shall constitute an acceptance of Work not done in accordance with this Guaranty or relieve Contractor of liability in respect to any express warranties or responsibilities for faulty materials or workmanship. Contractor shall remedy any defects in the Work and pay for any damage resulting therefrom, which shall appear within one (1) year, or longer if specified in the Contract Documents, from the date of Final Completion.
4. If within one (1) year after the date of Final Completion, or such longer period of time as may be prescribed by laws or regulations, or by the terms of Contract Documents, any Work is found to be defective, Contractor shall promptly, without cost to City and in accordance with City's written instructions, correct such defective Work. Contractor shall remove any defective Work rejected by City and replace it with Work that is not defective, and satisfactorily correct or remove and replace any damage to other Work or the work of others resulting therefrom. If Contractor fails to promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, City may have the defective Work corrected or the rejected Work removed and replaced. Contractor shall pay for all claims, costs, losses and damages caused by or resulting from such removal and replacement. Where Contractor fails to correct defective Work, or defects are discovered outside the correction period, City shall have all rights and remedies granted by law.
5. Inspection of the Work shall not relieve Contractor of any of its obligations under the Contract Documents. Even though equipment, materials, or Work required to be provided under the Contract Documents have been inspected, accepted, and estimated for payment, Contractor shall, at its own expense, replace or repair any such equipment, material, or Work found to be defective or otherwise not to comply with the requirements of the Contract Documents up to the end of the guaranty period.
6. All abbreviations and definitions of terms used in this Agreement shall have the meanings set forth in the Contract Documents, including, without means of limitation, Section 00050, References and Definitions.

7. The foregoing Guaranty is in addition to any other warranties of Contractor contained in the Contract Documents, and not in lieu of, any and all other liability imposed on Contractor under the Contract Documents and at law with respect to Contractor's duties, obligations, and performance under the Contract Documents. In the event of any conflict or inconsistency between the terms of this Guaranty and any warranty or obligation of the Contractor under the Contract Documents or at law, such inconsistency or conflict shall be resolved in favor of the higher level of obligation of the Contractor.

SAK Construction, LLC

***[NAME OF BUSINESS/COMPANY],**
a LLC (Corp/Partnership/Trust, Etc)

By:


(Signature of Person authorized to sign
on behalf of Contractor)

7/21/2021
Date

Boyd Hirtz

(Please Print or Type Name)

Vice President

Title

Local Address: 4253 Duluth Avenue

Rocklin, CA 95765

Telephone: (916) 644 - 1400

Fax: (916) 644 - 1401

END OF DOCUMENT

Appendix 5 – Labor Compliance Addendum



LABOR COMPLIANCE ADDENDUM

| | |
|---|--|
| PURCHASE ORDER #: | |
| CONTRACTOR (Supplier) Name and Address | SAK Construction, LLC 864 Hoff Road O'Fallon, MO 63366 |

This Agreement is subject to the requirements of California Labor Code section 1720 et seq. requiring the payment of prevailing wages, the training of apprentices, and compliance with other applicable requirements.

A. Prevailing Wage Requirements

1. Contractor shall be obligated to pay not less than the General Prevailing Wage Rate, which can be found at www.dir.ca.gov and are on file with the City Clerk's office, which shall be available to any interested party upon request. Contractor is also required to have a copy of the applicable wage determination posted and/or available at each job site.
2. Specifically, contractors are reminded of the need for compliance with Labor Code Section 1774-1775 (the payment of prevailing wages and documentation of such), Section 1776 (the keeping and submission of accurate certified payrolls) and 1777.5 in the employment of apprentices on public works projects. Further, overtime must be paid for work in excess of 8 hours per day or 40 hours per week pursuant to Labor Code Section 1811-1813.
3. Special prevailing wage rates generally apply to work performed on weekends, holidays and for certain shift work. Depending on the location of the project and the amount of travel incurred by workers on the project, certain travel and subsistence payments may also be required. Contractors and subcontractors are on notice that information about such special rates, holidays, premium pay, shift work and travel and subsistence requirements can be found at www.dir.ca.gov.
4. Only bona fide apprentices actively enrolled in a California Division of Apprenticeship Standards approved program may be employed on the project as an apprentice and receive the applicable apprenticeship prevailing wage rates. Apprentices who are not properly supervised and employed in the appropriate ratio shall be paid the full journeyman wages for the classification of work performed.
5. As a condition to receiving progress payments, final payment and payment of retention on any and all projects on which the payment of prevailing wages is required, Contractor agrees to present to City, along with its request for payment, all applicable and necessary certified payrolls (for itself and all applicable subcontractors) for the time period covering such payment request. The term "certified payroll" shall include all required documentation to comply with the mandates set forth in Labor Code Section 1720 et seq, as well as any additional documentation requested by the City or its designee including, but not limited to: certified payroll, fringe benefit statements and backup documentation such as monthly benefit statements, employee timecards, copies of wage statements and cancelled checks, proof of training contributions (CAC2 if applicable), and apprenticeship forms such as DAS-140 and DAS-142.

6. In addition to submitting the certified payrolls and related documentation to City, Contractor and all subcontractors shall be required to submit certified payroll records and related documents electronically to the California Department of Industrial Relations. Failure to submit payrolls to the DIR when mandated by the project parameters shall also result in the withholding of progress, retention and/or final payment.
7. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
8. No contractor or subcontractor may be awarded a contract for public work on a public works project, unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Contractors MUST be a registered "public works contractor" with the DIR AT THE TIME OF BID. Where the prime contract is less than \$15,000 for maintenance work or less than \$25,000 for construction alternation, demolition or repair work, registration is not required.
9. All contractors/subcontractors and related construction services subject to prevailing wage, including but not limited to: trucking, surveying and inspection work must be registered with the Department of Industrial Relations as a "public works contractor". Those who fail to register and maintain their status as a public works contractor shall not be permitted to perform work on the project.
10. Should any contractor or subcontractors not be a registered public works contractor and perform work on the project, Contractor agrees to fully indemnify the City for any fines assessed by the California Department of Industrial Relations against the City for such violation, including all staff costs and attorney's fee relating to such fine.
11. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

b. Audit Rights

All records or documents required to be kept pursuant to this Agreement to verify compliance with this Addendum shall be made available for audit at no cost to City, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such records or documents shall be provided to City for audit at City Hall when it is practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records or documents shall be made available at Contractor's address indicated for receipt of notices in this Agreement.

c. Enforcement

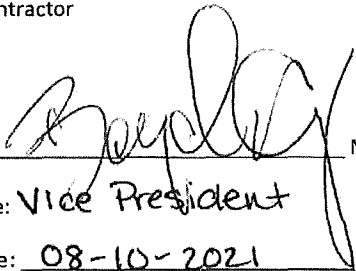
1. City shall withhold any portion of a payment; including the entire payment amount, until certified payroll forms and related documentation are properly submitted, reviewed and found to be in full compliance. In the event that certified payroll forms do not comply with the requirements of Labor Code Section 1720 et seq., City may continue to hold sufficient funds to cover estimated wages and penalties under the Agreement.
2. Based on State funding sources, this project may be subject to special labor compliance requirements of Proposition 84.
3. The City is not obligated to make any payment due to Contractor until Contractor has performed all of its obligations under these provisions. This provision means that City can withhold all or part

of a payment to Contractor until all required documentation is submitted. Any payment by the City despite Contractor's failure to fully perform its obligations under these provisions shall not be deemed to be a waiver of any other term or condition contained in this Agreement or a waiver of the right to withhold payment for any subsequent breach of this Addendum.

4. City or the California Department of Industrial Relations may impose penalties upon contractors and subcontractors for failure to comply with prevailing wage requirements. These penalties are up to \$200 per day per worker for each wage violation identified; \$100 per day per worker for failure to provide the required paperwork and documentation requested within a 10-day window; and \$25 per day per worker for any overtime violation.

Contractor

By



Name: Boyd Hirtz

Title:

Vice President

Date:

08-10-2021

SANITARY SEWER REPAIR PROJECT AT UPRR AND LAFAYETTE STREET NORTH OF CALLE DEL MUNDO



N.T.S

Legend

- Sewer Manhole
- Sewer Main
- Sewer Main Repair Required

Notes



Agenda Report

21-1556

Agenda Date: 12/7/2021

REPORT TO COUNCIL

SUBJECT

Action on an Agreement with The Lew Edwards Group for Voter Research, Strategic Consulting, and Community Outreach Services Related to Potential Revenue Measures for the November 2022 Ballot and Related Budget Amendment

COUNCIL PILLAR

Enhance Community Engagement and Transparency

BACKGROUND

At the 2021 Council Priority Setting Session, information was requested by Council on a potential business tax ballot measure which would update the City's current business tax structure. As part of the May 25, 2021 Budget Study Session and at the June 22, 2021 City Council meeting, staff presented information and a timeline to pursue a measure that could be placed on the November 2022 General Election ballot. At the June 22, 2021 Council meeting, Council directed staff to 1) begin work on a potential November 2022 ballot measure, including exploring other potential revenue measures, and 2) agendize a study session for Fall 2021. This direction was affirmed at the August Council Priority Setting check-in meeting.

On October 19, 2021, a Study Session was held to provide an update on the potential Business Tax ballot measure and other potential revenue measures for the November 2022 ballot. During that Study Session, staff provided an update on the procurement process for consultant services to 1) perform a comprehensive study on the current business tax structure and recommending alternative tax structures/methods in addition to exploring other tax measures; 2) professional polling/public opinion research services; and 3) corporate and community outreach. The recommended agreement with The Lew Edwards Group addresses the professional polling/public opinion research services and the corporate and community outreach components. The City has separately entered into an agreement with Matrix Consulting Group for the comprehensive study of the business tax and other potential tax measures.

DISCUSSION

Pursuant to City Code Section 2.105.330, a formal request for Statement of Qualifications (SOQ) was conducted for this procurement, with the award recommendation based on "best value". The factors considered in the award were quality/completeness of proposal, experience, qualifications, technical approach, and cost.

In September 2021, the City released a SOQ for Business Tax and Ballot Measure Consulting Services. The SOQ was published on Periscope S2G (formerly BidSync), the City's e-procurement system. Firms were allowed to submit a proposal on any or all of the services. A total of 38 companies viewed the SOQ, and proposals were received as follows:

- Business Tax and Other Ballot Measure Evaluation - Two proposals from HdL Companies and Matrix Consulting Group were received, with contract award to Matrix Consulting Group in the amount of \$65,620. The award was pursuant to the evaluation process discussed below.
- Professional Polling/Public Opinion Research Services - Two proposals from Probolsky Research and The Lew Edward Groups were received.
- Corporate and Community Outreach - Three proposals from HdL Companies, Matrix Consulting Group, and The Lew Edward Groups were received.

Evaluation Process: The proposals were independently evaluated by a three-member evaluation team with representation from the Finance Department and the City Manager's Office. The proposals were evaluated and ranked against the criteria published in the SOQ. Staff recommends contract award for the professional polling/public opinion research and the corporate and community outreach services to The Lew Edwards Group (LEG) based on receiving the highest overall score.

The selected team consists of the following three groups, with LEG as the primary consultant to execute a contract with the City and other members of the team as subconsultants.

- The Lew Edwards Group - a nationally-recognized, award-winning firm specializing in services to local governments, who will serve as Project Lead/Strategic Consultant.
- EMC Research - a full-service opinion research firm that has conducted thousands of highly regarded and cited quantitative research studies. EMC will be responsible for implementing the voter research survey.
- Public Dialogue Consortium (PDC) - a 501(c)3 nonprofit organization with extensive experience in cutting edge, qualitative community dialogue and collaboration. PDC will facilitate the virtual community meeting process.

Summary of Agreement: The maximum compensation under the proposed agreement with LEG is \$217,700, which includes a fee of \$81,600 for project management and strategic consulting services for a 12-month period (\$6,800 per month), a fixed fee of \$59,000 to conduct a public opinion research baseline survey, a not-to-exceed amount of \$25,000 for community and business outreach services, a not-to-exceed amount of \$42,100 for an optional follow-up tracking survey, and a not-to-exceed amount of \$10,000 for graphic design and/or other services.

As with previous ballot measures, staff anticipates additional services may be needed, such as potentially increasing sample size and length of survey and employing other voter engagement activities. Therefore, staff is requesting authority to execute future amendments for additional services that may be required.

ENVIRONMENTAL REVIEW

The action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378(a) as it has no potential for resulting in either a direct physical change in the environment, or a reasonably

foreseeable indirect physical change in the environment.

FISCAL IMPACT

The maximum compensation under the agreement with LEG is \$217,700. It is recommended that the General Fund Budget Stabilization Reserve be used to cover this cost as shown below in the budget amendment.

Budget Amendment FY 2021/22

| | Current | Increase/ (Decrease) | Revised |
|------------------------------|--------------|-------------------------|--------------|
| General Fund | | | |
| <u>Use of Funds</u> | | | |
| Finance Department | \$16,613,472 | \$217,700 | \$16,831,172 |
| Budget Stabilization Reserve | \$53,840,631 | (\$217,700) | \$53,622,931 |

COORDINATION

This report has been coordinated with the City Attorney's Office.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <<mailto:clerk@santaclaraca.gov>> or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

1. Authorize the City Manager to execute an agreement with The Lew Edwards Group to provide voter research, strategic consulting, and community outreach services, with maximum compensation not-to-exceed \$217,700, subject to the appropriation of funds;
2. Authorize the City Manager to execute amendments to the Agreement with The Lew Edwards Group for additional related services that may be required, subject to the appropriation of funds; and
3. Consistent with City Charter Section 1305, "At any meeting after the adoption of the budget, the City Council may amend or supplement the budget by motion adopted by the affirmative votes of at least five members so as to authorize the transfer of unused balances appropriated for one purpose to another purpose, or to appropriate available revenue not included in the budget," approve the FY 2021/22 budget amendment in the General Fund to allocate funds from the Budget Stabilization Reserve to the Finance Department appropriation in the amount of \$217,700 (five affirmative Council votes required for the use of unused balances).

Reviewed by: Kenn Lee, Director of Finance

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Agreement with The Lew Edwards Group

**AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
THE LEW EDWARDS GROUP**

PREAMBLE

This Agreement is entered into as of the City's execution date (Effective Date) between the City of Santa Clara, California, a chartered California municipal corporation (City) and The Lew Edwards Group, a California corporation (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

- A. City desires to secure the services more fully described in this Agreement, at Exhibit A, entitled "Scope of Services";
- B. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,
- C. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AGREEMENT DOCUMENTS

The documents forming the entire Agreement between City and Contractor shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference:

Exhibit A – Scope of Services

Exhibit B – Schedule of Fees

Exhibit C – Insurance Requirements

This Agreement, including the Exhibits set forth above, contains all the agreements, representations and understandings of the Parties, and supersedes

and replaces any previous agreements, representations and understandings, whether oral or written. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control.

2. TERM OF AGREEMENT

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on the Effective Date and terminate on November 30, 2022.

3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE

Contractor shall perform those Services specified in Exhibit A within the time stated in Exhibit A. Time is of the essence.

4. WARRANTY

Contractor expressly warrants that all materials and services covered by this Agreement shall be fit for the purpose intended, shall be free from defect and shall conform to the specifications, requirements and instructions upon which this Agreement is based. Contractor agrees to promptly replace or correct any incomplete, inaccurate or defective Services at no further cost to City when defects are due to the negligence, errors or omissions of Contractor. If Contractor fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Contractor for the cost incurred by City.

5. QUALIFICATIONS OF CONTRACTOR - STANDARD OF CARE

Contractor represents and maintains that it has the expertise in the professional calling necessary to perform the Services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Contractor's representations regarding its skills and knowledge. Contractor shall perform such Services and duties in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of California.

6. COMPENSATION AND PAYMENT

In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and Services rendered by Contractor in accordance with Exhibit B, entitled "SCHEDULE OF FEES." The maximum compensation of this Agreement is Two Hundred Seventeen Thousand Seven Hundred Dollars (\$217,700) , subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services. All work performed or

materials provided in excess of the maximum compensation shall be at Contractor's expense. Contractor shall not be entitled to any payment above the maximum compensation under any circumstance.

7. TERMINATION

- A. Termination for Convenience. City shall have the right to terminate this Agreement, without cause or penalty, by giving not less than Thirty (30) days' prior written notice to Contractor.
- B. Termination for Default. If Contractor fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice to Contractor.
- C. Upon termination, each Party shall assist the other in arranging an orderly transfer and close-out of services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, Contractor will deliver to City all City information or material that Contractor has in its possession.

8. ASSIGNMENT AND SUBCONTRACTING

City and Contractor bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Contractor shall not hire subcontractors without express written permission from City.

Contractor shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it.

9. NO THIRD PARTY BENEFICIARY

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

10. INDEPENDENT CONTRACTOR

Contractor and all person(s) employed by or contracted with Contractor to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Contractor has full rights to manage its employees in their performance of Services under this Agreement.

11. CONFIDENTIALITY OF MATERIAL

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for Contractor and all other written information submitted to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor and shall not, without the prior written consent of City, be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Contractor which is otherwise known to Contractor or becomes generally known to the related industry shall be deemed confidential.

12. OWNERSHIP OF MATERIAL

All Final Work Products, which shall include, but not limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports, designs, technology, programming, works of authorship and other Final Work Product developed, collected, prepared or caused to be prepared under this Agreement shall be the property of City but Contractor may retain and use copies thereof. This provision specifically excludes Contractor's drafts or working notes, which shall be owned by the Contractor, not City. City shall not be limited in any way or at any time in its use of said material. However, Contractor shall not be responsible for damages resulting from the use of said Final Work Products for work other than Project, including, but not limited to, the release of this material to third parties.

13. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for four (4) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Contractor for the purpose of verifying any and all charges made by Contractor in connection with Contractor compensation under this Agreement, including termination of Contractor. Contractor agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City. Contractor shall bear the cost of the audit if the audit determines that there has been a substantial billing deviation in excess of five (5) percent adverse to the City.

Contractor shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Contractor agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to Contractor's Services hereunder.

14. HOLD HARMLESS/INDEMNIFICATION

- A. To the extent permitted by law, Contractor agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, in any manner arising from, or alleged to arise in whole or in part from, or in any way connected with the Services performed by Contractor pursuant to this Agreement – including claims of any kind by Contractor's employees or persons contracting with Contractor to perform any portion of the Scope of Services – and shall expressly include passive or active negligence by City connected with the Services. However, the obligation to indemnify shall not apply if such liability is ultimately adjudicated to have arisen through the sole active negligence or sole willful misconduct of City; the obligation to defend is not similarly limited.
- B. Contractor's obligation to protect, defend, indemnify, and hold harmless in full City and City's employees, shall specifically extend to any and all employment-related claims of any type brought by employees, contractors, subcontractors or other agents of Contractor, against City (either alone, or jointly with Contractor), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought.
- C. To the extent Contractor is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, Contractor warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Contractor's responsibilities under the Act.

15. INSURANCE REQUIREMENTS

During the term of this Agreement, and for any time period set forth in Exhibit C, Contractor shall provide and maintain in full force and effect, at no cost to City, insurance policies as set forth in Exhibit C.

16. WAIVER

Contractor agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement. Neither City's review, acceptance nor payments for any of the Services required under this Agreement shall be constructed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

17. NOTICES

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara
Attention: Finance Department
1500 Warburton Avenue
Santa Clara, CA 95050
and by e-mail at klee@santaclaraca.gov

And to Contractor addressed as follows:

The Lew Edwards Group
5454 Broadway
Oakland, CA 94618
and by e-mail at catherine@lewedwardsgroup.com

The workday the e-mail was sent shall control the date notice was deemed given. An e-mail transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following business day.

18. COMPLIANCE WITH LAWS

Contractor shall comply with all applicable laws and regulations of the federal, state and local government, including but not limited to "The Code of the City of Santa Clara, California" ("SCCC"). In particular, Contractor's attention is called to the regulations regarding Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), Business Tax Certificate (SCCC section 3.40.060), and Food and Beverage Service Worker Retention (SCCC Chapter 9.60), as such Chapters or Sections may be amended from time to time or renumbered. Additionally Contractor has read and agrees to comply with City's Ethical Standards (<http://santaclaraca.gov/home/showdocument?id=58299>).

19. CONFLICTS OF INTEREST

Contractor certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Contractor and that no person associated with Contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Contractor is familiar with the provisions of California Government Code section 87100 and

following, and certifies that it does not know of any facts which would violate these code provisions. Contractor will advise City if a conflict arises.

20. FAIR EMPLOYMENT

Contractor shall not discriminate against any employee or applicant for employment because of race, sex, color, religion, religious creed, national origin, ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state or local law.

21. NO USE OF CITY NAME OR EMBLEM

Contractor shall not use City's name, insignia, or emblem, or distribute any information related to services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

22. GOVERNING LAW AND VENUE

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

23. SEVERABILITY CLAUSE

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

24. AMENDMENTS

This Agreement may only be modified by a written amendment duly authorized and executed by the Parties to this Agreement.

25. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

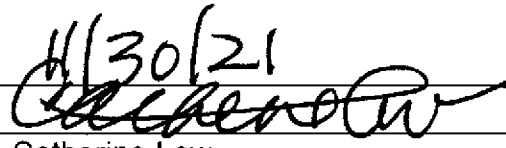
Dated: _____

Office of the City Attorney
City of Santa Clara

DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

THE LEW EDWARDS GROUP
a California corporation

Dated: 11/30/21
By (Signature): 
Name: Catherine Lew
Title: President
Principal Place of Business Address: 5454 Broadway
Oakland, CA 94618
Email Address: catherine@lewedwardsgroup.com
Telephone: 510-594-0224 x 261
Fax: 510-420-0876

"CONTRACTOR"

EXHIBIT A SCOPE OF SERVICES

1. INTRODUCTION

To the extent not inconsistent with this Agreement between the City and Contractor including this Scope of Services, the City's SOQ 21-22-14 (including subsequent updates) and Contractor's proposal response dated September 29, 2021 are hereby incorporated by reference herein, and shall supplement this Scope of Services and be subject to the terms and conditions of the Agreement.

2. SCOPE OF SERVICES

2.1. Lead Project/Strategic Consulting Services. Contractor shall:

- 2.1.1.** Serve as the Lead Communications Consultant to help navigate dynamic, evolving project needs and support City staff and other professionals in achieving a well-coordinated effort.
- 2.1.2.** Collaborate closely with its subconsultant EMC Research (EMC) on quantitative public opinion research needs, independently analyzing results and providing Strategic Recommendations and Plan.
- 2.1.3.** Collaborate closely with its subconsultant Public Dialogue Consortium (PDC) on stakeholder and community engagement, including additional qualitative focus group and online input opportunities.
- 2.1.4.** Update and refine the project schedule, timeline, and activities on a continuous basis.
- 2.1.5.** Recommend permissible public education programs to inform the public of the City's fiscal sustainability vision.
- 2.1.6.** Train/re-train City staff on informational outreach message delivery.
- 2.1.7.** Develop earned/social media/web-based strategy and content for informational collaterals.
- 2.1.8.** Provide rapid response services to support the City's Public Information Officer.
- 2.1.9.** Add value to staff reports and update the City Council.
- 2.1.10.** Should the City's potential ballot measure(s) be viable, collaborate with the City Attorney, City Clerk, and staff on ballot measure structure and wording to address the public's and stakeholders'

interests and priorities. Legal advice is not within Consultant's scope of services.

- 2.1.11. Collaborate with the City Attorney's Office to refine the ballot question and add value to other ballot measure components so that they are understandable to the average person. This addresses specific documents such as the measure ordinance(s), ballot question(s), City resolution(s), and staff report(s) to ensure that all voter handbook and related materials are understandable to the average person. Legal advice is not within Consultant's scope of services.
- 2.1.12. Recommend a Public Education approach following placement of the measure(s) on the ballot, to include materials that address generational ways of receiving information. The City Attorney will review all recommended content including printed material and online copy.
- 2.1.13. Provide a detailed analysis of polling data, online survey and community outreach meetings. This analysis shall identify strengths, weaknesses and implications of various options for consideration. Working closing with City staff, Contractor shall develop recommendations and next steps for presentation to the City Council. Contractor, together with City staff, shall present recommendations including proposed ballot language to the City Council no later than July 14, 2022 or a date agreed on by the parties.
- 2.1.14. Advise the City in developing answers to public questions and in supporting rapid response needs throughout the term of the agreement.

2.2. Quantitative/Public Opinion Research

- 2.2.1. **Baseline Voter Survey.** Contractor shall be responsible for coordinating with City staff and its subconsultant EMC Research to complete a baseline voter survey of randomly selected likely November 2022 voters with a goal of up to 600 interviews by the date agreed upon with the City (City will only be invoiced for actual number of interviews completed/conducted). The survey must use a mixed-mode methodology incorporating telephone, email-to-web and text-to-web contact. Survey interviews shall reflect the demographic representation of the City and be available in multiple languages including but not limited to English, Spanish, Chinese and Vietnamese. The survey tool shall be a questionnaire of approximately 15 minutes and shall include items such as:

- 2.2.1.1. Tracking questions on city ratings and need for money

- 2.2.1.2. Uninformed vote preference on potential measure or measures
- 2.2.1.3. Ratings of potential project and programs to be funded
- 2.2.1.4. Reactions to additional information about the proposed measures
- 2.2.1.5. Informed vote preferences to identify movement
- 2.2.1.6. Demographic summary of responses
- 2.2.2. **Interpret and Recommend.** Contractor shall provide detailed analysis of polling data, including requested performance dashboard; identify strengths, weaknesses, and implications of various options; develop recommendations and next steps, with the goal of executing on that plan effective January 2nd; and prepare a report on findings and update the City Council.
- 2.3. **Public Engagement.** Contractor shall be responsible for coordinating with City staff and its subconsultant Public Dialogue Consortium to:
 - 2.3.1. Develop a business and community stakeholder engagement process design and meeting questions, materials, and agendas.
 - 2.3.2. Ensure alignment to EMC's quantitative public opinion poll.
 - 2.3.3. Assist City staff with business stakeholder and community outreach invitations and materials.
 - 2.3.4. Facilitate up to six stakeholder focus groups with the Santa Clara business community (groups, organizations, and individuals) so the City's potential Business License Tax ordinance updates can be discussed (City will only be invoiced for actual hours/groups conducted).
 - 2.3.5. Facilitate up to four stakeholder focus groups with the Santa Clara public- at -large (groups, organizations, and individuals--City will only be invoiced for actual hours/groups conducted
 - 2.3.6. Build on the feedback provided by voters through EMC's quantitative baseline study by developing and administering an online, qualitative engagement survey to enable the broader community to provide input parallel to the stakeholder focus groups
 - 2.3.7. Analyze and document focus group meetings and online survey results and develop Council updates.

2.4. Optional Tracking Survey

As may be required by the City, Contractor shall conduct a follow-up voter survey to refine and finalize the measure or measures by June 2022, or as agreed upon with the City. This survey shall be of 400 randomly selected likely November 2022 voters. Contractor shall use a mixed-mode methodology incorporating telephone, email-to-web and text-to-web contact. Survey interviews shall reflect the demographic representation of the City of Santa Clara and be available in multiple languages including but not limited to: English, Spanish, Chinese and Vietnamese. The survey tool shall be a questionnaire of approximately 15 minutes and shall include:

- 2.4.1.** Tracking questions on city ratings and need for money
- 2.4.2.** Uninformed vote preference on potential measure or measures
- 2.4.3.** Ratings of potential project and programs to be funded
- 2.4.4.** Reactions to additional information about the proposed measures
- 2.4.5.** Informed vote preferences to identify movement
- 2.4.6.** Demographic summary of responses

3. ADDITIONAL SERVICES

Graphic design services, USPS mailing, paid digital, and other services not specifically set forth above shall be at additional cost.

EXHIBIT B SCHEDULE OF FEES

1. MAXIMUM COMPENSATION

The maximum compensation the City will pay Contractor for all professional fees, costs and expenses provided under this Agreement shall not exceed **Two Hundred Seventeen Thousand Seven Hundred Dollars (\$217,700)**, subject to annual appropriation of funds. Any additional professional fees, costs and expenses requested by the City that would exceed the preceding maximum amount will be addressed in an Amendment to the Agreement.

2. FEE SCHEDULE

- 2.1.** The City agrees to compensate Contractor a fixed fee of \$6,800 per month for strategic consulting/lead project services as set forth in Section 2.1 of Exhibit A (Scope of Services).
- 2.2.** The City agrees to compensate Contractor a not to exceed amount of \$59,000 to complete the baseline survey described in Section 2.2 of Exhibit A (Scope of Services).
- 2.3.** The City agrees to compensate Contractor on a time and materials basis in accordance with Contractor's then-current hourly rates and not-to-exceed the amount of \$24,950 for business and community outreach services described in Section 2.3 of Exhibit A (Scope of Services).
- 2.4.** The City agrees to compensate Contractor a not-to-exceed amount of \$42,100 to conduct the "tracking survey" described in Section 2.4 of Exhibit A (Scope of Services).
- 2.5.** Cited fees are inclusive of all expenses including but not limited to labor, travel, per diem, applicable taxes, overhead, and profit.

3. ADDITIONAL SERVICES

- 3.1.** The City has set aside the amount \$10,000 for additional services, as described in Section 3 of Exhibit A (Scope of Services).
- 3.2.** Additional services, when authorized in writing the City, Contractor shall be compensated for by a fee mutually agreed upon between the City and Contractor, or on a time-and-materials basis in accordance with Contractor's then-current hourly rates.

4. INVOICING

- 4.1.** If Contractor invoices monthly for a "fixed fee," then Contractor will base its monthly invoice on the percentage of services completed during the previous month.
- 4.2.** If time and materials is the basis of compensation, then Contractor will base its invoice on the hours and professional fees associated with the services completed during the invoice period.
- 4.3.** City will pay Contractor within thirty (30) days of City's receipt of an approved invoice.

EXHIBIT C INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Contractor shall provide and maintain in full force and effect during the period of performance of the Agreement and for twenty-four (24) months following acceptance by the City, at its sole cost and expense, the following insurance policies from insurance companies authorized to do business in the State of California. These policies shall be primary insurance as to the City of Santa Clara so that any other coverage held by the City shall not contribute to any loss under Contractor's insurance. The minimum coverages, provisions and endorsements are as follows:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:

- \$1,000,000 Each Occurrence
- \$2,000,000 General Aggregate
- \$2,000,000 Products/Completed Operations Aggregate
- \$1,000,000 Personal Injury

2. Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.
3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:
 - a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;
 - b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and
 - c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars (\$1,000,000) each accident using, or providing coverage at

least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned (if any), non-owned and hired autos.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars (\$1,000,000) policy limit Bodily Injury by disease, one million dollars (\$1,000,000) each accident/Bodily Injury and one million dollars (\$1,000,000) each employee Bodily Injury by disease.
2. The indemnification and hold harmless obligations of Contractor included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).
3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. PROFESSIONAL LIABILITY

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against negligent acts, errors or omissions of the Contractor. Covered services as designated in the policy must specifically include work performed under this agreement. Coverage shall be in an amount of not less than one million dollars (\$1,000,000) per claim or two million dollars (\$2,000,000) aggregate. Any coverage containing a deductible or self-retention must first be approved in writing by the City Attorney's Office.

E. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Contractor's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85, or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.
2. Primary and non-contributing. Each insurance policy provided by Contractor shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution

from, any other insurance which the indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.

3. Cancellation.

- a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.
- b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.

4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through E of this Exhibit C, above.

F. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

1. Contractor agrees to ensure that subcontractors, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.
2. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required

by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

3. The City reserves the right to withhold payments from the Contractor in the event of material noncompliance with the insurance requirements set forth in this Agreement.

G. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Contractor, and each and every subcontractor (of every tier) shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Contractor shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

H. EVIDENCE OF COMPLIANCE

Contractor or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Contractor shall submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be e-mailed to ctsantaclara@ebix.com:

Or by mail to:
EBIX Inc.
City of Santa Clara – Finance Department
P.O. Box 100085 – S2
Duluth, GA 30096
Telephone number: 951-766-2280
Fax number: 770-325-0409

I. QUALIFYING INSURERS

All of the insurance companies providing insurance for Contractor shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by the City or its insurance compliance representative



Agenda Report

21-838

Agenda Date: 12/7/2021

REPORT TO COUNCIL

SUBJECT

Action Authorizing the City Manager to Execute an Agreement with ADT Commercial, LLC to Upgrade the Existing Fire Panel and System at the Central Park Library and Related Budget Amendment

COUNCIL PILLAR

Deliver and Enhance High Quality Efficient Services and Infrastructure

BACKGROUND

The fire system at the Central Park Library was originally installed during the building's construction in 2002-2003. In May 2018, a circuit board in the current fire panel failed. As a result, the entire fire system for the Library was offline for eight days. As required by the Santa Clara City Fire Department, the Central Park Library was placed on a 24/7 fire watch during this time. As required by occupancy requirements, the Library contracted for an additional security guard to perform continuous after-hours patrol. The cost of this additional patrol was \$6,830. This issue was resolved when ADT Commercial, LLC was able to locate a replacement circuit board to repair the fire panel.

The most recent annual fire system test indicated that hardware components in the fire panel require replacement. In April 2021, it was determined that new replacement parts are unable to communicate with the obsolete fire panel. This reduces the effectiveness of the entire fire monitoring system.

The circuit boards and fire panel are critical components of the approximately 15 manual pull stations, 150 fire and smoke detectors, 40 relays, two power supplies, eight batteries and communicator that monitor the Central Park Library for smoke and fire. After approximately nineteen years, some of the components throughout the fire system are outdated, beyond their useful life and compatible parts are no longer available.

DISCUSSION

This upgrade is an essential step to ensure the Central Park Library has a reliable fire system to continuously monitor all control points in the building and communicate effectively with the alarm monitoring company.

The City currently has a Citywide agreement with ADT Commercial LLC (ADT) managed by the Department of Public Works to inspect, maintain and repair alarm systems at locations throughout the City. Due to ADT's knowledge of the Central Library's alarm system, staff requested a proposal from ADT to upgrade the system.

This recommendation meets the single/sole source criteria in Section 2.105.160(b)(2) of the City

Code “When required to ensure operations or function to match other products with respect to repair, expansion, or completion of a system, existing structure or program currently in use by the City, including, but not limited to, utility and technology purchases required to achieve interoperability with existing systems or programs.”

ENVIRONMENTAL REVIEW

This project being considered is exempt from the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines section 15301, “Existing Facilities,” as the activity consists of the repair, maintenance or minor alteration of existing facilities involving no or negligible expansion of the use beyond that presently existing.

FISCAL IMPACT

The Library Department has sufficient FY2021/22 funding of \$180,860 in the Public Spaces Project (project #5049) in the Library Capital Improvement Fund to cover the not-to-exceed amount of \$139,503, which includes a 20% contingency for this project. The COVID-19 pandemic and resulting library closures had made the Public Spaces project scope of creating new public meeting space a lower priority. The shift in funds to library repairs was identified to Council and mentioned during the February 2021 Council Priority Setting Session. The recommended budget amendment would shift \$140,000 from the Public Spaces Project to a new Central Library Fire Panel Upgrade Project.

Budget Amendment FY 2021/22

| | Current | Increase/ (Decrease) | Revised |
|---|-----------|-------------------------|-----------|
| Library Department Capital Fund | | | |
| <u>Use of Funds</u> | | | |
| Public Spaces Capital Project | \$180,860 | (\$140,000) | \$40,860 |
| Central Library Fire Panel Upgrade Capital Project (New) | \$0 | \$140,000 | \$140,000 |

COORDINATION

This report has been coordinated with the Finance Department and the City Attorney’s Office.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City’s official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City’s website and in the City Clerk’s Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk’s Office at (408) 615-2220, email clerk@santaclaraca.gov <<mailto:clerk@santaclaraca.gov>> or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

1. Authorize the City Manager to execute an Agreement with ADT Commercial, LLC to upgrade the fire system inclusive of all labor, hardware and components, for a not-to-exceed amount of \$139,503 that includes a 20% contingency of the final negotiated not-to-exceed amount to cover any unanticipated costs that may result due to changes in final configuration or issues encountered

- during the implementation phase; and
2. Consistent with City Charter Section 1305, "At any meeting after the adoption of the budget, the City Council may amend or supplement the budget by motion adopted by the affirmative votes of at least five members so as to authorize the transfer of unused balances appropriated for one purpose to another purpose, or to appropriate available revenue not included in the budget," approve the FY 2021/22 budget amendment in the Library Department Capital Fund to decrease the Public Spaces capital project appropriation by \$140,000 and establish a new Central Library Fire Panel Upgrade Capital Project appropriation in the amount of \$140,000 (**five affirmative Council votes required for the use of unused balances**).

Reviewed by: Cynthia Bojorquez, Assistant City Manager
Reviewed by: Manuel Pineda, Assistant City Manager
Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. ADT Commercial, LLC quote #891071020
2. ADT Commercial Agreement for Services



| | | | | | |
|---------|------|-----------------------|--------------|---------------|-----------|
| Branch: | 6858 | Sales Representative: | Scott Martin | Today's Date: | 8/10/2021 |
|---------|------|-----------------------|--------------|---------------|-----------|

| Customer Information | | | |
|----------------------|--|------------------|--|
| Business Name: | CITY OF SANTA CLARA | Phone: | (408)615-4860 |
| Address: | 1500 WARBURTON AVE. SANTA CLARA, CA 95050 | Billing Address: | 1500 WARBURTON AVE. SANTA CLARA, CA 95050 |

| Investment Summary |
|--------------------|
|--------------------|

Total Equipment and Installation Charge: \$116,253.24

Customer agrees to pay the Total Equipment and Installation Charge shown above, plus applicable taxes (collectively, the "Equipment Charges"). Simultaneously with the execution of this Agreement, Customer shall pay \$0.00 of these Equipment Charges, with a remaining balance of \$116,253.24 to be paid over time on a progressive basis to reflect ADT's estimated percentage of work completed and as a precondition of activation of the Equipment and, if applicable, connection to the Central Station or direct connection service.

| Site Location Information | | | |
|---------------------------|--|--------|---------------|
| Location Name: | CITY OF SANTA CLARA - CENTRAL PARK LIBRARY | | |
| Address: | 2635 HOMESTEAD RD SANTA CLARA, CA 95050 | | |
| Site #: | 949047270 | Phone: | (408)615-2340 |

| System Design Information | | | |
|---------------------------|--------------------|--------|--|
| System Design Name: | Fire alarm Upgrade | Job #: | |
| Equipment Ownership: | Customer Owned | | |
| Warranty Period: | 1 Year | | |

| Equipment List | |
|----------------|--|
| Qty | Description |
| 1 | Four loop system with one 250-point loop installed. 110v, gray door, with dialer. |
| 1 | REMOTE ANNUNCIATOR, LCD, 4X20, INCLUDES COMMON INDICATORS & CONTROLS, RED, ADT BRAND |
| 1 | Verizon (LTE) Cell Alarm Communicator UL Commercial Fire |
| 8 | BATTERY,SLA,12V,7AH |
| 15 | Manual Pull Station - Double Action, 1-stage |
| 44 | INTELLIGENT FIRE; DETECTOR BASE - STANDARD, FOR 4IN SQ BOX, INCLUDES -TS4 SKIRT |
| 44 | Edwards intelligent multi-criteria optical smoke detector, UL/ULC |
| 1 | Heat Detector - Fixed / Rate of Rise |

| | |
|---|---|
| 50 | SD SENSOR DUCT SMOKE DETECTOR |
| 50 | DUCT SAMPLING TUBE 5 FT |
| 15 | EST SIGA CR RELAY |
| 22 | SINGLE INPUT SIGNAL MODULE |
| 2 | POWER SUPPLY 10A BOOSTER |
| | |
| Summary of Charges | |
| | Equipment & Installation Total \$116,253.24 |
| | Estimated Taxes \$0.00 |
| | Monthly Fee \$0.00 |
| | |
| Scope Of Work | |
| <p>Replace failing, obsolete fire alarm panel with Edwards IO 1000 panel and replace all addressable "field" devices. Add cellular/radio dialer.</p> <p>Provide and Install Fire Alarm System Extension in minimum compliance with current California Fire Code, California Building Code and NFPA 72. Additional requirements by the Authority Having Jurisdiction (AHJ) may incur additional charges.</p> <p>Design, engineering, drawings, submittals and record set drawings are included in this Proposal.</p> <p>Safe-Off is included in this Proposal.</p> <p>Installation of initiating devices is included in this Proposal.</p> <p>Existing notification devices and power supplies to remain and be utilized on new fire alarm system</p> <p>Monitoring panel and 3rd party monitoring of the fire alarm system is not included in this proposal</p> <p>Existing wiring, conduit and supports for all FA wiring is to be utilized for the install of the new devices, included in this Proposal.</p> <p>Safe-off/Demolition assistance of existing FA devices is included in this Proposal.</p> <p>Troubleshooting of existing wiring and/or panel faults are not included in this proposal.</p> <p>All labor, including testing is to be performed during normal business hours.</p> <p>Santa Clara Fire Department permit/inspection fees and review have been included in our Proposal.</p> <p>Please note that additional City fees are not included for off-hours inspections.</p> <p>Current turnaround time for Engineering/Drawings is 6- 8 weeks.</p> | |

Inclusions/Exclusions

Material has been marked up 10% over cost.

ADT will perform the installation, conduct tests and inspections during normal business hours and days: 8AM to 5 PM Mon- Fri. using negotiated hourly rates of \$170.

CUSTOMER will be responsible for providing two dedicated loop start telephone lines at location of Fire Alarm Control Panel per NFPA 72 guidelines.

CUSTOMER will be responsible for providing a dedicated 120 VAC Power Circuit at location of Fire Alarm Control Panel per NFPA 72 guidelines

Equipment changes or location changes due to CUSTOMER request, or if necessary for the system to operate properly, will be considered a change order from the original scope of work and billed accordingly at the labor and material rates already in effect on this contract.

Connection To Existing Equipment: It is mutually understood and agreed that ADT assumes no responsibility whatsoever for the maintenance, operation, non-operation, actuation, non-actuation or needless or erroneous actuation of the existing equipment; that service may be terminated by ADT in the event the existing equipment is not in good working operating condition and ADT shall not be liable for any damage of subject to any penalty as a result of such termination. Any repairs to or replacement of existing equipment at the time of reconnection will be charged to the customer on a time and materials basis at the prevailing rates.

CUSTOMER is responsible for any patching, painting, replacement of ceiling tiles, and wall coverings.

General Notes

All prices quoted and any other offers made in this Proposal are valid for thirty (30) days from the date of this Proposal, after which they are automatically withdrawn and this Proposal shall be void.

All prices set forth in this Proposal are based on the assumption that Customer will countersign this Proposal and this Proposal will be the operative document between the parties. If instead of countersigning this Proposal, Customer submits a different document for consideration (such as a purchase order or contract), then legal review will be necessary and the prices set forth in this Proposal will be increased accordingly.

Except in the case where the "Rough Order of Magnitude Only" box is checked above, all pages of the Proposal must be initialed and/or signed where indicated and returned. Proposals returned with missing pages, initials or signatures shall be void.

Appendices

The following appendices are incorporated into the Proposal:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Appendix 1: Warranty | <input type="checkbox"/> Appendix 6: Recurring Services Terms and Conditions |
| <input type="checkbox"/> Appendix 2: General Terms and Conditions | <input type="checkbox"/> Appendix 7: Monitoring Agreement |
| <input type="checkbox"/> Appendix 3: NASPO Terms and Conditions | <input type="checkbox"/> Appendix 8: Brivo Hosted AVC and Video Terms and Conditions |
| <input type="checkbox"/> Appendix 4: ATM Install Terms and Conditions | <input type="checkbox"/> Appendix 9: Avigilon Terms and Conditions |
| <input type="checkbox"/> Appendix 5: ATM Software Support Agreement | <input type="checkbox"/> Appendix 10: Special Provisions |

Master Agreement

☐ Customer and ADT are not parties to a Master Agreement (or similar document). This Proposal is governed by all terms and conditions as checked in the Appendices Section.

☒ Customer and ADT are parties to a Master Agreement (or similar document). This Proposal is governed by the terms and conditions of such Master Agreement. However, any terms and conditions, and special provisions as checked shall apply to the Proposal as well. Items listed in this Proposal as having no warranty are applicable to this Proposal as well. In the event of any conflict between the Master Agreement and the checked provisions of this Proposal and/or any "no warranty" items in this Proposal, the provisions of this Proposal shall prevail. If Customer is not the end user (that is, if there are additional parties as set forth in the "Contract Chain" above), then Appendix 10 must be included in this Proposal. If Appendix 10 is not so included, this Proposal shall be void. Such a Master Agreement (or similar document) does not apply if NASPO is checked on this Proposal.

APPENDIX 1 - WARRANTIES

EXCEPT FOR THE WARRANTIES SPECIFICALLY SET FORTH BELOW, ADT EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.

GENERAL WARRANTY

ADT warrants that the work and services to be performed pursuant to the Proposal will be completed by qualified personnel possessing the knowledge and capability to perform such work and services, and that such work and services shall be performed by such personnel in a professional and workman like manner. Where the Proposal includes the provision of "professional" Services by ADT (services that are required to be performed by a licensed engineer, architect, or other professional), the standard of care for such Services shall be the care and skill ordinarily employed by members of the profession practicing under similar conditions at the same time and locality of the relevant Services.

LIMITED WARRANTIES

Equipment. ADT warrants equipment sold under the Proposal for a period of 1 Year.

Installations. ADT warrants installation of equipment for a period of 1 Year beginning at Substantial Completion (excluding software defects).

Software Installation. ADT warrants software installation and programming by ADT for a period of 1 Year beginning at Substantial Completion (excluding software defects).

ATM Services. ADT warrants installation of ATM equipment and other ATM-related services (excluding test and inspection services) for a period of 90 Days beginning at Substantial Completion.

As used herein, "Substantial Completion" is defined as the stage that the work is sufficiently complete so that the Customer has beneficial use of the equipment and/or premises involved in the work. For a project involving multiple phases or facilities, Substantial Completion shall be determined, and the limited warranty shall run, for each phase or facility separately. Substantial Completion excludes commissioning.

During the warranty periods set forth above, ADT will at its cost, repair or, at its option, replace, any defective part of the equipment ADT installs or service ADT performs. ADT may, at its option, use new or reconditioned parts for replacements.

We perform repair services only during our normal working hours which are 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays. IF YOU REQUEST US TO PERFORM REPAIR SERVICES OUTSIDE OF OUR NORMAL WORKING HOURS, THEN WE MAY REQUIRE YOU TO PAY FOR OUR SERVICES AT OUR THEN-CURRENT RATES FOR LABOR.

ADT Service Plan/Extended Service Plan. Subject to the limitations and exclusions set forth in this Appendix 1, if Customer has subscribed to an ADT Service Plan/Extended Service Plan, then in lieu of the Limited Warranties set forth herein, ADT shall, at its cost, perform such repairs as set forth in the ADT Service Plan/Extended Service Plan for the term of such plan.

NO WARRANTY

Software Upgrades. Purchases of Software Upgrades have no warranty from ADT. Notwithstanding anything to the contrary in the Proposal or in any Master Agreement between the parties, any liability of ADT related to software upgrades pursuant to the Proposal shall be limited to the Total Price set forth in the Proposal.

Manufacturer Software Support and Services. Purchases of manufacturer software support and services have no warranty from ADT. A purchase of manufacturer software support may entitle Customer to software version upgrades. Any labor to install and commission the software upgrades is not included unless specifically set forth in the Proposal. Notwithstanding anything to the contrary in the Proposal or in any Master Agreement between the parties, any liability of ADT related to software upgrades pursuant to the Proposal shall be limited to the Total Price set forth in the Proposal.

Sprinklers. ADT does not warrant any sprinkler services (including but not limited to installation, testing, inspection, repair and maintenance) provided by ADT ("Sprinkler Work") against failures or against defects in the materials or workmanship provided. However, if any replacement part or item of equipment installed by ADT proves defective, ADT will extend to the Customer the benefits of any warranty ADT has received from the manufacturer. Removal and reinstallation of any equipment or materials repaired or replaced under a manufacturer's warranty will be at Customer's expense and at the rates then in effect. THERE ARE NO WARRANTIES, STATUTORY, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SPRINKLER WORK PERFORMED HEREUNDER, AND THE SOLE AND EXCLUSIVE REMEDY OF THE CUSTOMER FOR FAILURES OR DEFECTS IN THE SPRINKLER WORK PERFORMED IS TO HAVE THE SPRINKLER WORK REDONE AT THE CUSTOMER'S EXPENSE.

eSRG. Consulting services performed by the ADT eSRG team carry no warranty from ADT beyond the general warranty set forth above.

Design. Design services performed by ADT carry no warranty from ADT beyond the general warranty set forth above.

Monitoring Services. Monitoring Services carry no warranty from ADT. If applicable, see Appendix 7 for additional information.

Hosted Services. Hosted Services carry no warranty from ADT. If applicable, see Appendix 8 and Appendix 9 for additional information.

EXCLUSIONS

ADT's warranty does not include:

- a. Damage or malfunction due to accident, acts of nature (including lightning strikes), improper operation, power surge/loss, misuse, neglect, unauthorized modification or repair or use in a manner for which the equipment was not intended;
- b. Consumable items such as printer print heads or access cards, and items designed to fail in order to protect the equipment (such as fuses and surge suppressors);
- c. Technician services for troubleshooting, removing or replacing any failed component not covered by this warranty which may include upgrading or otherwise modifying and fixing Customer provided computer equipment;
- d. Any installation, maintenance, repair, service, relocation or alteration to or of, or other tampering with the equipment or replacement parts performed by any person or entity other than ADT without ADT's prior written approval, or any use of replacement parts not supplied by ADT, either of which shall void and cancel all warranties with respect to the affected products and/or Services.
- e. Software defects; and/or
- f. Telephone line malfunctions or modifications to Customer's telephone service that render it incompatible with the equipment or the central station.

APPENDIX 2 – GENERAL TERMS AND CONDITIONS

1. Work and Services to Be Performed/Provided. ADT agrees to perform the work and provide the goods, software, licenses and services that are described in the Proposal. If the Proposal contains options, then ADT shall only perform those options that have been chosen by the Customer. All items to be performed pursuant to the Proposal are referred to herein as the "Services." ADT is solely responsible for choosing the manner and methods of performing the Services by its employees, agents, and/or independent contractors. Equal quality products, materials, and parts from different manufacturers may be substituted to overcome delivery problems or replacement of discontinued items. Substituted items will meet or exceed original parts specifications. Submittals, shop drawings, as-built record drawings and O&M documentation are excluded, unless specifically included in the Scope of Work or required by project specifications. Any such submittals, drawings and/or documentation shall be in Adobe Portable Document Format (PDF) only. The Proposal, when accepted by Customer, shall be considered the "Agreement" between the parties.

2. Reports. The Services may include prepared reports or other written deliverables (each, a "Report"). Customer may not necessarily agree with certain statements made, or positions taken by ADT in a Report. However, Customer acknowledges that by retaining ADT for the Services, Customer is relying on the opinions and expertise of ADT. ADT has no obligation to modify any Report to adopt a position that the Customer believes is more favorable or advantageous than prior statements made, or positions taken, by ADT. If Customer does not accept any such Report, ADT may withdraw from the engagement and Customer shall be obligated to compensate ADT for all Services (including the Report at issue) through the date of withdrawal.

3. Compensation and Payment Terms. Customer agrees to fully pay ADT any and all invoices and/or expense reimbursement requests within thirty (30) days of the date of any such invoice and/or reimbursement request. Extension of credit for billing is subject to approval of ADT's credit department and is not included in the Proposal. Any payment not received within thirty (30) days of an invoice or reimbursement request shall be subject to an additional charge at the rate of 1.5% per month of the outstanding balance due or the highest rate of interest permitted by applicable law, whichever is less. ADT may, at its discretion and without waiving any rights, elect to suspend performance of any and all work if any payment is not received within ten (10) days after the due date. In the event that any payment due ADT is collected at law or through, or under advice from, an attorney-at-law, or through a collection agency, Customer agrees to pay all costs of collection, including without limitation, all court costs and reasonable attorney's fees. If Customer opts to pay ADT for an invoice with a credit card, ADT reserves the right to add a 3% processing fee to the total cost of the work.

If the Proposal specifies fixed or lump sum pricing, the Total Price will be billed at the end of each month on a progressive basis to reflect ADT's estimated percentage of work completed. ADT's estimated percentage of completion for such invoicing may, in ADT's discretion, be based on field observations, costs estimated or incurred, subcontractor estimates, and/or other reasonable factors. Billing may include invoicing of materials stored (whether stored at ADT or delivered to the installation site), and labor for design, engineering, shop set-up and site installation, including any sub-contract labor. ADT shall not be required to provide information regarding its actual costs for a fixed or lump sum Proposal.

If the Proposal specifies Time & Materials, GMP/GMAX/MACC, cost reimbursable, or cost-plus pricing, ADT will invoice Customer monthly based on estimates of the number of hours of labor performed and to be performed during the period covered by the estimate and the hourly rate therefore, and an itemized list of charges for subcontracts, equipment, materials, supplies and other items estimated to be incurred during the period covered by the estimate, plus applicable fees or markups. Any excess or unbilled costs will be reconciled against actuals in the final invoice.

For ADT owned equipment, Customer shall pay ADT per the schedule set forth in the Proposal at the time and for the duration set forth in the Proposal.

4. Sales Taxes. Unless specifically itemized in the Proposal, estimated sales taxes and other taxes due to city, state, or county government applicable in the United States are not included in the Proposal. All such taxes shall be the responsibility of Customer. For services to be provided outside of the United States, all Value Added Taxes (VAT), General Service Taxes (GST), Consumption Taxes, Import/Export Duties, Withholding and any other taxes or fees due to a sovereign nation are excluded and are the responsibility of Customer.

5. Bonds. If payment and performance bonds are required by Customer in writing in advance of the execution of the Agreement by Customer, the total price set forth in the Proposal shall include an administration fee of 2.5% of what the total price would have been without such bond (excluding applicable sales tax). If such bond is not requested by Customer until after the execution of the Agreement by Customer, Contractor shall enter into a Change Order reflecting an administration fee of 2.5% of the total price of the Agreement (excluding applicable sales tax). ADT shall not be required to obtain any bonds until such Change Order has been executed by Customer.

6. Insurance. Certificates of Insurance are available upon Customer request. Upon Customer request, such COI shall name Customer and all other parties in the "Contract Chain" as additional insureds. Any customer-requested insurance beyond what ADT normally carries is excluded from the pricing in the Proposal and shall be paid for by Customer.

7. Schedule Dates. ADT shall diligently endeavor to make timely delivery and installation and otherwise to timely complete the Services according to a mutually agreed "Implementation Schedule." If no implementation schedule is developed or agreed upon, ADT shall diligently endeavor to complete the Services within a reasonable time. Except as expressly provided in the Proposal, ADT shall, under no circumstances, be deemed to be in default hereunder or be liable for damages, special, consequential, or otherwise, resulting from delays in delivery, installation, or other completion of the Services. Minor omissions or variances in performance of the Services, which do not materially and adversely affect the Customer's use of installed systems, equipment, goods, or materials, or the operation thereof, shall not be deemed to have postponed substantial or final completion. Unless otherwise arranged in writing, Services shall be performed during normal business hours (7:30 am to 4:30 pm, Monday – Friday, except holidays). Services performed outside of normal business hours will result in ADT's then current surcharges for such Services.

8. Installation / Site Conditions. For any Services to be performed on-site, ADT will arrange for such Services in accordance with specifications, drawings and instructions provided by Customer, which specifications and drawings are considered a part of this Agreement. Whenever applicable, suitable foundations, wall openings, curbing holes, pits, tunnels, culvert piping, grouting, surrounding masonry and concrete, canopies and architectural enclosures, and sun screens shall be constructed by others at Customer's cost. Unless otherwise set forth in the Scope of Work, Customer shall also provide at its own expense the power and lighting that is required for proper operation of any equipment. If, through no fault of ADT, ADT cannot proceed with the work within a reasonable time after delivery of the equipment and/or ADT's arrival at the work site, Customer shall pay ADT's actual expenses, including, but not limited to, additional service fees and any storage fees incurred by ADT in waiting to proceed or in returning to Customer's premises to perform the work. Customer shall notify ADT of any cancellations forty-eight (48) hours in advance of any scheduled service call. Failure to so notify will result in an additional service fee charged to Customer. Unless otherwise set forth in the Scope of Work, Customer shall secure and pay for any required building permits and governmental fees, licenses, and inspection necessary for the proper execution and completion of the installation of the equipment which are legally required at the time that the installation is done. Customer shall give all notices and comply with all laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the work. In the event that ADT is required, in connection with the installation of the equipment, to do additional work either because Customer did not prepare the job site, or because the drawings, wiring, or other work done by Customer or for Customer by others, was not properly represented in the drawing supplied to ADT, ADT shall have the option of doing the additional work required to complete the job, and will charge Customer at ADT's current prevailing rates for such work, or, of abandoning the installation and being paid in full by Customer upon demand therefore. Any additional amounts so charged shall be due within ten (10) days of receipt of invoice by Customer. Customer represents to ADT that it has an interest in the real estate on which the equipment is to be installed and that has the authority to and hereby authorizes ADT to do the work as provided in this Agreement.

9. Ownership of Equipment. Ownership of any equipment installed pursuant to this Agreement shall be described in the "Transaction Type" Section of the Proposal. For an outright sale, equipment that is purchased by Customer shall become the property of Customer upon the commencement of installation (or upon shipment to Customer if the equipment is not to be installed by ADT). All customer owned equipment shall remain property of the customer during our installation process. For ADT owned equipment, ADT will retain ownership of all installed equipment. Upon termination of the Agreement (or portion of the Agreement pertaining to the equipment), ADT shall have the right to enter upon Customer's premises to either remove or disable such equipment. Failure to allow ADT to so remove or disable the equipment shall result in Customer being liable to ADT for: (a) ADT's reasonable charges for the equipment, and (b) reimbursement to ADT for any other costs (including reasonable attorneys' fees) incurred by ADT in seeking to gain access to remove the equipment and/or to collect such charges. ADT shall have no obligation to repair the premises after any such removal. ADT's removal, disablement or abandonment of such equipment does not constitute a waiver of ADT's right to collect any other charges due under the Agreement. If Customer has elected to finance the purchase of some or all of the equipment with a third party lender or leasing company, then title to the equipment may be held by Customer's lender/lessor as security for Customer's loan/lease obligations. The terms of Customer's agreement with the lender/lessor may require Customer to maintain insurance, may make Customer responsible for various other costs and fees, and may obligate Customer to pay the lender/lessor regardless of ADT's performance hereunder. ADT makes no recommendations on lending or leasing sources and is not responsible for Customer's selection of a lending or leasing source, or the terms of Customer's agreement with its lender/lessor, and ADT hereby disclaims any and all liability in connection with Customer's arrangements with its lender/lessor.

10. Changes to Services. Except as otherwise set forth in a separate Appendix to this Agreement, any changes to the Agreement or to the Services will be by written change order, amendment or rider signed by duly authorized representatives of Customer and ADT that describes the changes and sets and sets forth the amount of money to be added or removed from the Total Price and/or the adjustment of time to complete the Services (a "Change Order"). ADT shall have no obligation to perform any change to Services in the absence of a Change Order. Customer may not cancel any equipment specially ordered for Customer or for labor and shipping costs already incurred. Customer shall be responsible for any restocking fees and shipping and handling charges incurred by ADT as a result of any requested changes to the Services. Change Orders shall include additional terms and conditions if the nature of the changes are outside of the scope of the original Agreement.

11. Duration of Agreement. The Agreement will be effective as of the date set forth on Page 1 of the Proposal and will remain in effect until the completion of the Services. However, except as set forth in a separate Appendix to this Agreement, the Agreement may be terminated early by either party upon giving thirty (30) days written notice to the other party. If the Customer terminates the Agreement by giving such notice, Customer shall be obligated to pay ADT (i) for all Services performed up to the time of such termination, plus all costs and expenses ADT has invested in preparing to perform such Services, and (ii) the same costs set forth in Section 10 relating to changes to the Services. The termination of the Agreement shall not affect in any way any right or claim of any party incurred or accruing prior to the date of termination, including without limitation, any right or claim of ADT for compensation payable for Services performed or reimbursable expenses incurred prior to such termination date. Compensation payable to ADT for any right or claim for work performed through the date of termination may include a reasonable profit margin in addition to costs already incurred during the Agreement.

12. Disclaimer of Legal Advice. In the course of performing the Services, ADT may give advice or opinions regarding the impact of certain security and risk-related laws or regulations on the business of the Customer. However, Customer is hereby put on notice that ADT is not a law firm, it does not engage in the practice of law, and it does not render any legal advice. Customer is advised to seek its own legal counsel regarding any legal issues relating to its business, including issues relating to any Services. By entering into the Agreement, Customer specifically acknowledges this disclaimer and advice to consult with counsel set forth in this Section.

13. Confidentiality. Each party acknowledges that material and information which has or will come into its possession or knowledge in connection with this Performance or in the performance of the Services may consist of confidential and proprietary information of the other party, the disclosure of which to third parties would be damaging. Confidential information shall include any information relating to the identity of the party's customers, the nature of their relationship with their customers, the nature of the other party's business, or the rates charged by it to third parties. The parties agree not to make use of this information other than for the performance of the Agreement, to release it only to employees requiring such information and only after ensuring that such employees are aware of the terms of this Section, and not to release or disclose it to any other party other than as required by law. The parties further agree not to use any Services performed under the Agreement for advertising, portfolio, or other promotional purposes without the written consent of the other party. Confidential information shall not include any information that: (a) was, is, or becomes public information through no fault of the receiving party; (b) is in the possession of the receiving Party before the commencement of this Agreement where that party can provide written proof thereof; (c) is developed by ADT independently of the Customer; (d) must be disclosed pursuant to or as required by law or by a court or other tribunal of competent jurisdiction; (e) is disclosed to the receiving Party by a third party with a right to disclose such information; or (f) is disclosed by a party to a third party with the express written consent of the other party. This obligation of confidentiality shall survive termination of the Agreement for a period of three (3) years.

14. Intellectual Property. The parties acknowledge that one or both parties may have certain intellectual property rights that may be revealed or provided to the other party in accordance with the Agreement. Each party acknowledges that the Agreement does not grant any right or title of ownership in their respective intellectual property rights to the other unless specifically provided in the Agreement. Any intellectual property shall remain the originator's property unless otherwise provided in the Agreement.

15. Independent Contractors. ADT is an independent contractor and not an employee, agent, joint venture, or partner of Customer. Nothing in this Agreement shall be interpreted or construed to create or establish the relationship of employer and employee between the parties or any employee or agents of ADT. Since ADT is an independent contractor to Customer, ADT shall retain the right to perform work and services for other parties during the term of this Agreement. Neither party shall have the power, nor shall either party represent that it has the power, to bind the other party to or to assume or create any obligations, express, or implied, on behalf of the other party. Customer will not provide fringe benefits, including, but not limited to, life, disability, and health insurance, paid vacation, worker's compensation, or any other employee benefits, for the benefit of ADT's employees, agents, or independent contractors.

16. Indemnification. Each party agrees to indemnify, defend, and hold harmless the other party from and against any and all claims, actions, suits, liabilities, costs, and expenses (including attorney's fees) brought against either of them for or on account of bodily injury (including death) or property damage, to the extent that such claims, actions, suits, liabilities, costs, and expenses (including reasonable attorney's fees) arise out of or result from the negligent or willful acts or omissions of the indemnifying party, its employees, agents, or independent contractors, in the performance of its obligations under this Agreement. By entering into the Agreement, Customer acknowledges that the indemnity obligations in this Section were mutually negotiated.

17. Limitation of Liability. For box sales and test and inspect services, and sprinkler services (including but not limited to installation, testing, inspection, repair and maintenance), notwithstanding any contrary provision of the Agreement, Customer expressly agrees that in no event shall ADT's liability to Customer or any third party for any claim based on any legal theory in connection with any acts, omissions, errors, delays and/or interruptions relative to the Services exceed the total amount paid by Customer to ADT pursuant to the Agreement, or, in the case of recurring services, monitoring services or hosted services, the total amount paid by Customer to ADT for such Services in the preceding six (6) month period.

18. Mutual Waiver of Consequential Damages. ADT and Customer waive claims against each other for consequential damages arising out of or relating to this Agreement. This mutual waiver includes damages incurred by the Customer for loss of use, income, profit, loss by reason of facility shut down or fluctuation in facility service or operation, loss of electronic or other data, Customer claims, or other economic loss or personal injury in connection with or arising out of the existence, furnishing, functioning or use of the work, Services, goods, and/or materials provided by ADT, including any damages arising from any theft by a third party.

19. Assignment. Neither Customer nor ADT may assign this Agreement or the obligations created thereby without the prior written consent of the other party, which consent will not be unreasonably withheld. Notwithstanding the foregoing, ADT may assign this Agreement to a company under common ownership or control and may subcontract with third parties to perform any or all of its obligations under this Agreement.

20. Binding on Successors. Subject to any restrictions stated in any other provision of the Agreement, the Agreement will be binding on and will inure to the benefit of the Parties and their respective successors and permitted assigns. None of the provisions of the Agreement are intended to provide any rights or remedies to any person (including without limitation any employees, customers, or creditors of either of the parties hereto), other than the Parties and their respective successors and permitted assigns.

21. Severability. In the event that any of the provisions of the Agreement should be held invalid or unenforceable by law, such invalidity or unenforceability will not affect the validity or enforceability of any other provision of the Agreement.

22. Entire Agreement. The Agreement contains the entire agreement between the parties with respect to the subject matter of the Agreement and supersedes any and all prior oral and/or written understandings and agreements. There are no oral or written agreements, representations, or understandings by or between the parties affecting the Agreement or related to the Services to be performed by ADT. By entering into the Agreement, each Party is relying solely on its own judgment, investigation, and advice, and such other investigation, advice, legal counsel, and technical consultation as it deems appropriate.

23. Non-Solicitation. Customer and ADT agree that ADT has made an investment in its employees and subcontractors ("Personnel") which is not easily measured or ascertained. Should Customer (or any of its subsidiaries or divisions) hire such Personnel, ADT shall be damaged in an amount that cannot be easily measured. Therefore, Customer agrees to pay to ADT as liquidated damages the amount of thirty-five percent (35%) of the annual gross salary of such Personnel (which shall be calculated by multiplying by twelve (12) the monthly salary on the last day of the Personnel's employment) in the event that Customer (or any of its subsidiaries or divisions) hires such Personnel at any time during the term of this Agreement or within three (3) years after the termination of this Agreement. The Parties agree that the liquidated damages specified in this section are a reasonable forecast of just compensation to ADT and not a penalty or punitive amount.

24. Governing Law and Attorney's Fees. The parties knowingly, expressly, and willingly, and as a matter of agreed-upon risk allocation, agree that all disputes under or relating to this Agreement or otherwise shall be decided in accordance with the substantive laws of the State where the Services are performed without regard to the conflict of laws provisions thereof. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be resolved through binding arbitration administered by the American Arbitration Association under its Construction Industry Arbitration Rules in the location closest to where the Services are performed, and judgment on the award rendered by the arbitrator(s) may be entered exclusively in the Superior Court of the County where the Services are performed, and by entering into the Agreement, Customer and ADT voluntarily consent to jurisdiction in such court. The substantially prevailing party in the arbitration shall be entitled to recover its reasonable attorneys' fees, costs (including arbitration and collection costs), and expenses incurred in connection therewith.

25. Force Majeure. ADT shall not be responsible for any delays or costs caused by acts of nature or God, including but not limited to force majeure events, or for any other cause beyond ADT's reasonable control. ADT shall be entitled to a Change Order and reimbursement for all demonstrable costs incurred due to Force Majeure and an extension of time equivalent to the delay caused by Force Majeure.

26. Customer Cooperation. Customer shall permit or arrange for reasonable access to the premises by ADT's design, installation, and maintenance personnel. Customer shall cooperate with ADT in obtaining any and all necessary consents and waivers from the owner of the Premises in connection with the Services and shall supply all supplemental equipment and facilities necessary for the installation, such as structural changes, conduits, back boxes, commercial power electrical wiring, outlets, and associated equipment, equipment room(s), and necessary operating environment as specified by the manufacturers of any goods or equipment to be installed. This pricing specified in the Agreement is based upon Customer's premises and facilities being available to allow ADT to perform continuous, uninterrupted work between 7:30 am and 4:30 pm, Monday through Friday, pursuant to a prearranged schedule. Customer shall provide free and clear access to all work areas including the removal of furniture, shelving, and other impediments. Additional labor will be billed if ADT's labor schedule is altered or unscheduled overtime is required by reason of ADT's inability to have access to the premises and facilities.

27. Risk of Loss. This Section shall govern risk of loss of goods, materials and equipment notwithstanding ownership of the same pursuant to Section 9 hereof. ADT shall bear the risk of loss or damage to the goods, materials, and equipment while the same are in transit until delivery to Customer's premises. ADT shall be responsible for loss or damage to the goods, materials, and equipment during testing or installation to the extent directly caused by ADT's employees or agents, but not by others. Customer shall be responsible for security and proper storage of goods, material, and equipment after delivery to Customer's premises and shall be responsible for loss or damage. For ADT owned equipment, Customer shall keep all installed and uninstalled equipment owned by ADT insured against all risks of loss in an amount equal to the replacement cost and, at ADT's request, list ADT on the policy as the "loss payee."

28. Delays. ADT will not be responsible for delays and damages due to delays either by Customer or other contractors that impede progress and scheduling of the Services. Any such delays that cause ADT to incur more labor hours to complete the Services or overtime hours than was originally bid will be the subject of an equitable adjustment to the Contract Price and Customer shall pay the same. ADT will give appropriate notice when possible to the Customer prior to either the Customer or ADT incurring such charges. ADT shall be reimbursed for all costs incurred by ADT or its subcontractors due to work by others that alters or delays the Services, whether before, during, or after ADT has started performing the Services.

29. Hazardous Materials. Hazardous materials abatement is excluded. This includes, but is not limited to asbestos and lead and any other materials defined as being radioactive, infectious, hazardous, dangerous, or toxic by any federal, state, or local statute, regulation, or ordinance. If ADT encounters hazardous materials, it will immediately stop work in the affected area (as determined in ADT's discretion) until remediated by Customer. Customer agrees it will indemnify and hold ADT, its employees, officers, directors and affiliates harmless from and against any claim, suit or proceeding and loss or liability arising from or related to any toxic substance, pollution or contamination that ADT does not bring to or generate on the Project site to the proportionate extent such claim, suit or proceeding or loss or liability is associated with such hazardous waste, toxic substance, pollution or contamination, including but not limited to bodily injury (including death) to persons, damages to property, disposal and replacement costs for contaminated equipment and materials, fines and other remediation costs, and damage and/or loss of natural resources.

30. Systems Management, Optimization, Maintenance, and Backup. Unless ADT is specifically hired to perform security systems management, administration, optimization, maintenance or data backups and such work is specified in the Scope of Work, these tasks must be performed by others and will not be performed by ADT. Customer assumes all responsibility for performance of these mission critical tasks and assumes all responsibility for ensuring that any equipment will perform as anticipated in any of Customer's systems. Customer warrants that, if applicable, it has all necessary bandwidth (wired or wireless) to accommodate all equipment covered under this Agreement. ADT's Work does not include maintaining copies of Customer system configuration or user databases for any systems, unless Customer specifically hires ADT to do so under a Performance Optimization, Data Management and Backup, or Maintenance Program. ADT also does not keep copies of Customer system administrator passwords. If the information referenced above is lost by Customer, access to applications may not be possible, and Customer may be required to perform extensive software and or database rebuilds. Customer hereby acknowledges and accepts full responsibility for all tasks outlined in this section, and further acknowledges that ADT is not responsible for loss of data, integrity, passwords, system configuration, databases, backups, or other information.

31. Wireless Devices. Customer acknowledges and agrees that any wireless devices, including but not limited to, wireless local area network (WLAN or WiFi) networks and paths, wireless motion detectors, wireless smoke detectors, wireless door and window contacts, wireless home automation transmitters, and other wireless devices installed under this Agreement are not physically connected to the system (e.g., by electrical wire) and require a radio frequency network or path to operate. THESE WIRELESS DEVICES WILL NOT OPERATE, AND ANY ALARM WILL NOT SOUND, IF THE RADIO FREQUENCY NETWORK OR PATH IS IMPAIRED, INTERRUPTED, OR BECOMES INOPERABLE FOR ANY REASON WHATSOEVER. THESE WIRELESS DEVICES MAY USE FREQUENCIES AND SIGNAL PATHS THAT ARE NOT ENCRYPTED, AND ARE THUS SUBJECT AND VULNERABLE TO, INTERRUPTION, INTERCEPTION, INTERFERENCE, CORRUPTION, ALTERATION, BLOCKAGE, MANIPULATION, AND TAMPERING. It is Customer's sole responsibility to maintain all

wireless local area network (WLAN or WiFi) networks and paths. ADT recommends that Customer regularly inspects any wireless network and wireless devices and test them weekly to help maintain continued operation. ADT also recommends that Customer carefully reads and follows the owner's manual, instructions and warnings for all equipment, including all wireless devices.

32. Notices. Any and all notices permitted or required to be given under this Agreement shall be in writing and shall be deemed duly given: (i) upon actual delivery if delivery is by hand or by nationally recognized overnight express mail; or (ii) upon receipt by the sending party of a confirmation or answer back if delivery is by email, or (iii) after three (3) days following delivery into the mail if delivery is by postage paid certified return receipt requested mail. Each such notice shall be sent to the respective party at the address indicated on the first page of this Agreement or to any other address or person that the respective party may designate by written notice delivered pursuant hereto.

33. Export Control. Customer shall not export or re-export, directly or indirectly, any: (i) product or service provided under this Agreement, (ii) technical data, (iii) software, (iv) information, or (v) items acquired under this Agreement to any country for which the United States Government (or any agency thereof) requires an export license or other approval without first obtaining any licenses, consents or permits that may be required under the applicable laws of the U.S. or other foreign jurisdictions and shall incorporate in all export shipping documents the applicable destination control statements. Customer shall, at its own expense, defend, indemnify, and save harmless ADT from and against all third-party claims, liability, loss or damage (including attorneys' fees and other defense costs), assessed against or suffered by ADT as a result of an allegation or claim of noncompliance by Customer with this Section. The obligations contained in this Section shall survive the termination or expiration of this Agreement.

34. Software. Any software provided with the Equipment or in connection with the Services is proprietary to ADT and/or ADT's supplier(s) and is licensed or sublicensed to Customer on a non-exclusive basis. Customer may not (a) disclose the Software or source code to any third parties, (b) duplicate, reproduce, or copy all or any part of the Software, or (c) use the Software on equipment other than with the designated Equipment with which it was furnished. A separate Software License Agreement or End User License Agreement between ADT and/or the software publisher may be required to use the software and/or obtain updates/upgrades.

35. Survival. Those provisions which by their sense are intended to survive the cancellation, expiration or termination of the Agreement, including, by way of example only, the indemnification and limit of liability obligations contained therein, shall survive the cancellation, expiration or termination of the Agreement for whatever reason.

36. Waiver. The waiver, by either party, of a breach or violation of any provision of this Agreement shall not operate as, or be considered, to be a waiver of any subsequent breach thereof.

(REMAINDER OF PAGE INTENTIONALLY BLANK - SIGNATURES ON FOLLOWING PAGE)

Acceptance

NOTICE: Our charges under this agreement are based on your agreement to receive and pay for the services for a full Zero (0) month term.

1. Approximate Installation Starting Date: 9/20/2021 12:00:00 AM Approximate Installation Completion Date: 2/28/2022 12:00:00 AM

2. Starting installation of wiring and/or delivery of equipment to your Premises will constitute substantial commencement of the work to be performed.

3. Upon completion of the installation, we will thoroughly instruct you in the proper use of your system.

ATTENTION IS DIRECTED TO THE WARRANTY, LIMITATION OF LIABILITY AND OTHER TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT.

This Agreement is not binding upon ADT unless and until either signed by an Authorized Manager of ADT, or we begin the installation of Equipment or provision of Services. You acknowledge that you may not receive a copy of this Agreement signed by ADT's Authorized Manager, and that such lack of receipt shall not, in any way, invalidate or otherwise affect this Agreement.

- **I am at least 18 years of age, and the information I have provided is true and correct to the best of my knowledge.**
- **I have read, understood, and agree to this Agreement, which contains important information regarding the Equipment and Services provided by ADT.**
- **I understand and agree that the placement of my signature electronically on this page constitutes my electronic signature for this Commercial Schedule of Protection Proposal and Sales Agreement, which is a valid and binding signature under the Electronic Signatures in Global and National Commerce Act ("E-SIGN Act").**

Customer Signature

ADT Authorized Manager

**AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
ADT COMMERCIAL, LLC**

PREAMBLE

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and ADT Commercial, LLC, a CALIFORNIA corporation, (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

- A. City desires to secure the services more fully described in this Agreement, at Exhibit A, entitled "Scope of Services";
- B. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,
- C. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AGREEMENT DOCUMENTS

The documents forming the entire Agreement between City and Contractor shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference:

Exhibit A – Scope of Services

Exhibit B – Schedule of Fees

Exhibit C – Insurance Requirements

Exhibit D – Labor Compliance Addendum (if applicable)

This Agreement, including the Exhibits set forth above, contains all the agreements, representations and understandings of the Parties, and supersedes and replaces any previous agreements, representations and understandings,

whether oral or written. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control.

2. TERM OF AGREEMENT

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on January 3, 2022 and terminate on December 31, 2022.

3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE

Contractor shall perform those Services specified in Exhibit A within the time stated in Exhibit A. Time is of the essence.

4. WARRANTY

Contractor expressly warrants that all materials and services covered by this Agreement shall be fit for the purpose intended, shall be free from defect and shall conform to the specifications, requirements and instructions upon which this Agreement is based. Contractor agrees to promptly replace or correct any incomplete, inaccurate or defective Services at no further cost to City when defects are due to the negligence, errors or omissions of Contractor. If Contractor fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Contractor for the cost incurred by City.

5. QUALIFICATIONS OF CONTRACTOR - STANDARD OF CARE

Contractor represents and maintains that it has the expertise in the professional calling necessary to perform the Services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Contractor's representations regarding its skills and knowledge. Contractor shall perform such Services and duties in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of California.

6. COMPENSATION AND PAYMENT

In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and Services rendered by Contractor in accordance with Exhibit B, entitled "SCHEDULE OF FEES." The maximum compensation of this Agreement is one hundred thirty-nine thousand five hundred and three dollars (\$139,503), subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses,

supplies, materials and equipment required to perform the Services. All work performed or materials provided in excess of the maximum compensation shall be at Contractor's expense. Contractor shall not be entitled to any payment above the maximum compensation under any circumstance.

7. TERMINATION

- A. Termination for Convenience. City shall have the right to terminate this Agreement, without cause or penalty, by giving not less than Thirty (30) days' prior written notice to Contractor.
- B. Termination for Default. If Contractor fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice to Contractor.
- C. Upon termination, each Party shall assist the other in arranging an orderly transfer and close-out of services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, Contractor will deliver to City all City information or material that Contractor has in its possession.

8. ASSIGNMENT AND SUBCONTRACTING

City and Contractor bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Contractor shall not hire subcontractors without express written permission from City.

Contractor shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it.

9. NO THIRD PARTY BENEFICIARY

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

10. INDEPENDENT CONTRACTOR

Contractor and all person(s) employed by or contracted with Contractor to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Contractor has full rights to manage its employees in their performance of Services under this Agreement.

11. CONFIDENTIALITY OF MATERIAL

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for Contractor and all other written information submitted to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor and shall not, without the prior written consent of City, be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Contractor which is otherwise known to Contractor or becomes generally known to the related industry shall be deemed confidential.

12. OWNERSHIP OF MATERIAL

All material, which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports, designs, technology, programming, works of authorship and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of City but Contractor may retain and use copies thereof. City shall not be limited in any way or at any time in its use of said material. However, Contractor shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to, the release of this material to third parties.

13. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for four (4) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Contractor for the purpose of verifying any and all charges made by Contractor in connection with Contractor compensation under this Agreement, including termination of Contractor. Contractor agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City. Contractor shall bear the cost of the audit if the audit determines that there has been a substantial billing deviation in excess of five (5) percent adverse to the City.

Contractor shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Contractor agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to Contractor's Services hereunder.

14. HOLD HARMLESS/INDEMNIFICATION

- A. To the extent permitted by law, Contractor agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury,

liability, loss, cost, and/or expense or damage, including all costs and attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, in any manner arising from, or alleged to arise in whole or in part from, or in any way connected with the Services performed by Contractor pursuant to this Agreement – including claims of any kind by Contractor's employees or persons contracting with Contractor to perform any portion of the Scope of Services – and shall expressly include passive or active negligence by City connected with the Services. However, the obligation to indemnify shall not apply if such liability is ultimately adjudicated to have arisen through the sole active negligence or sole willful misconduct of City; the obligation to defend is not similarly limited.

- B. Contractor's obligation to protect, defend, indemnify, and hold harmless in full City and City's employees, shall specifically extend to any and all employment-related claims of any type brought by employees, contractors, subcontractors or other agents of Contractor, against City (either alone, or jointly with Contractor), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought.
- C. To the extent Contractor is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, Contractor warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Contractor's responsibilities under the Act.

15. INSURANCE REQUIREMENTS

During the term of this Agreement, and for any time period set forth in Exhibit C, Contractor shall provide and maintain in full force and effect, at no cost to City, insurance policies as set forth in Exhibit C.

16. WAIVER

Contractor agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement. Neither City's review, acceptance nor payments for any of the Services required under this Agreement shall be constructed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

17. NOTICES

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara
Attention: LIBRARY – Lee Hagan
1500 Warburton Avenue
Santa Clara, CA 95050
and by e-mail at lhagan@santaclaraca.gov

And to Contractor addressed as follows:

ADT COMMERCIAL, LLC
4384 Enterprise Place
Fremont, CA 94538
martinscott@adt.com

The workday the e-mail was sent shall control the date notice was deemed given. An e-mail transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following business day.

18. COMPLIANCE WITH LAWS

Contractor shall comply with all applicable laws and regulations of the federal, state and local government, including but not limited to “The Code of the City of Santa Clara, California” (“SCCC”). In particular, Contractor’s attention is called to the regulations regarding Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), Business Tax Certificate (SCCC section 3.40.060), and Food and Beverage Service Worker Retention (SCCC Chapter 9.60), as such Chapters or Sections may be amended from time to time or renumbered. Additionally Contractor has read and agrees to comply with City’s Ethical Standards (<http://santaclaraca.gov/home/showdocument?id=58299>).

19. CONFLICTS OF INTEREST

Contractor certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Contractor and that no person associated with Contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Contractor is familiar with the provisions of California Government Code section 87100 and

following, and certifies that it does not know of any facts which would violate these code provisions. Contractor will advise City if a conflict arises.

20. FAIR EMPLOYMENT

Contractor shall not discriminate against any employee or applicant for employment because of race, sex, color, religion, religious creed, national origin, ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state or local law.

21. NO USE OF CITY NAME OR EMBLEM

Contractor shall not use City's name, insignia, or emblem, or distribute any information related to services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

22. GOVERNING LAW AND VENUE

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

23. SEVERABILITY CLAUSE

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

24. AMENDMENTS

This Agreement may only be modified by a written amendment duly authorized and executed by the Parties to this Agreement.

25. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

Dated: _____

City Attorney

DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

ADT COMMERCIAL, LLC
a CALIFORNIA corporation

Dated: _____

By (Signature): _____

Name: Anthony Peters

Title: General Manager

Principal Place of
Business Address: 4384 Enterprise Place, Fremont CA 94538

Email Address: anthonypeters@adt.com

Telephone: (321) 320-2234

Fax: NO FAX

"CONTRACTOR"

EXHIBIT A

SCOPE OF SERVICES

The Services to be performed for the City by the Contractor under this Agreement are set forth below.

Replacement of failing, obsolete fire alarm panel with Edwards IO 1000 panel and replace all addressable field devices and add cellular/radio dialer at the Central Library located at 2635 Homestead Road.

Provide and install Fire Alarm System Extension in minimum compliance with current California Fire Code, California building Code and NFPA 72 with the following:

- Design, engineering, drawing, submittals and record set drawings
- Safe-off is included
- Installation of initiating devices is included
- Existing notification devices and power supplies to remain and be utilized on new fire alarm system
- Monitoring panel and 3rd party monitoring of the fire alarm is not included
- Existing wiring, conduit and supports for al FA wiring is to be utilized for the install of the new devices
- Safe-off/Demolition assistance of existing FA devices is included
- Troubleshooting of existing wiring and/or panel faults is not included
- All labor, including testing is to be performed during normal business hours
- Santa Clara Fire Department permit/inspection fees and review are included
- Additional City fees are not included

EXHIBIT B
SCHEDULE OF FEES

Contractor will bill City on a monthly basis for Services provided by Contractor during the preceding month on an invoice and in a format approved by City and subject to verification and approval by City. City will pay Contractor within thirty (30) days of City's receipt of an approved invoice.

In no event shall the amount billed to City by Contractor for services under this Agreement exceed one hundred thirty-nine thousand five hundred and three dollars (\$139,503), which consists of one hundred sixteen thousand two hundred fifty-three dollars (\$116,253), and a 20% contingency in the amount of twenty three thousand two hundred fifty dollars (\$23,250), subject to budget appropriations.

EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Contractor shall provide and maintain in full force and effect, at its sole cost and expense, the following insurance policies with at least the indicated coverages, provisions and endorsements:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:
 - \$1,000,000 Each Occurrence
 - \$2,000,000 General Aggregate
 - \$2,000,000 Products/Completed Operations Aggregate
 - \$1,000,000 Personal Injury
2. Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.
3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:
 - a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;
 - b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and
 - c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars (\$1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned, non-owned and hired autos.

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated

wastes and/or hazardous or regulated materials, Contractor and/or its subcontractors involved in such activities shall provide coverage with a limit of two million dollars (\$2,000,000) per accident covering transportation of such materials by the addition to the Business Auto Coverage Policy of Environmental Impairment Endorsement MCS90 or Insurance Services Office endorsement form CA 99 48, which amends the pollution exclusion in the standard Business Automobile Policy to cover pollutants that are in or upon, being transported or towed by, being loaded onto, or being unloaded from a covered auto.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars (\$1,000,000) policy limit Bodily Injury by disease, one million dollars (\$1,000,000) each accident/Bodily Injury and one million dollars (\$1,000,000) each employee Bodily Injury by disease.
2. The indemnification and hold harmless obligations of Contractor included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).
3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Contractor's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85 or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.
2. Primary and non-contributing. Each insurance policy provided by Contractor shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the Indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance Indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.

3. Cancellation.

- a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.
- b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.

4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through D of this Exhibit C, above.

E. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

1. Contractor agrees to ensure that subcontractors, and any other party involved with the Services who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.
2. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

3. The City reserves the right to withhold payments from the Contractor in the event of material noncompliance with the insurance requirements set forth in this Agreement.

F. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Contractor, and each and every subcontractor (of every tier) shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Contractor shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

G. EVIDENCE OF COMPLIANCE

Contractor or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Contractor shall submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be mailed to:

EBIX Inc.

City of Santa Clara – Library ATTN: Lee Hagan

P.O. Box 100085 – S2

or 1 Ebix Way

Duluth, GA 30096

John's Creek, GA 30097

Telephone number: 951-766-2280

Fax number: 770-325-0409

Email address: ctsantaclara@ebix.com

H. QUALIFYING INSURERS

All of the insurance companies providing insurance for Contractor shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives.

EXHIBIT D LABOR COMPLIANCE ADDENDUM

This Agreement is subject to the requirements of California Labor Code section 1720 *et seq.* requiring the payment of prevailing wages, the training of apprentices, and compliance with other applicable requirements.

I. Prevailing Wage Requirements

1. Contractor shall be obligated to pay not less than the General Prevailing Wage Rate, which can be found at www.dir.ca.gov and are on file with the City Clerk's office, which shall be available to any interested party upon request. Contractor is also required to have a copy of the applicable wage determination posted and/or available at each job site.
2. Specifically, contractors are reminded of the need for compliance with Labor Code Section 1774-1775 (the payment of prevailing wages and documentation of such), Section 1776 (the keeping and submission of accurate certified payrolls) and 1777.5 in the employment of apprentices on public works projects. Further, overtime must be paid for work in excess of 8 hours per day or 40 hours per week pursuant to Labor Code Section 1811-1813.
3. Special prevailing wage rates generally apply to work performed on weekends, holidays and for certain shift work. Depending on the location of the project and the amount of travel incurred by workers on the project, certain travel and subsistence payments may also be required. Contractors and subcontractors are on notice that information about such special rates, holidays, premium pay, shift work and travel and subsistence requirements can be found at www.dir.ca.gov.
4. Only bona fide apprentices actively enrolled in a California Division of Apprenticeship Standards approved program may be employed on the project as an apprentice and receive the applicable apprenticeship prevailing wage rates. Apprentices who are not properly supervised and employed in the appropriate ratio shall be paid the full journeyman wages for the classification of work performed.
5. As a condition to receiving progress payments, final payment and payment of retention on any and all projects on which the payment of prevailing wages is required, Contractor agrees to present to City, along with its request for payment, all applicable and necessary certified payrolls (for itself and all applicable subcontractors) for the time period covering such payment request. The term "certified payroll" shall include all required documentation to comply with the mandates set forth in Labor Code Section 1720 *et seq.*, as well as any additional documentation requested by the City or its designee including, but not limited to: certified

payroll, fringe benefit statements and backup documentation such as monthly benefit statements, employee timecards, copies of wage statements and cancelled checks, proof of training contributions (CAC2 if applicable), and apprenticeship forms such as DAS-140 and DAS-142.

6. In addition to submitting the certified payrolls and related documentation to City, Contractor and all subcontractors shall be required to submit certified payroll and related documents electronically to the California Department of Industrial Relations. Failure to submit payrolls to the DIR when mandated by the project parameters shall also result in the withholding of progress, retention and/or final payment.
7. No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
8. No contractor or subcontractor may be awarded a contract for public work on a public works project, unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Contractors **MUST** be a registered "public works contractor" with the DIR **AT THE TIME OF BID**. Where the prime contract is less than \$15,000 for maintenance work or less than \$25,000 for construction alternation, demolition or repair work, registration is not required.
9. All contractors/subcontractors and related construction services subject to prevailing wage, including but not limited to: trucking, surveying and inspection work must be registered with the Department of Industrial Relations as a "public works contractor". Those who fail to register and maintain their status as a public works contractor shall not be permitted to perform work on the project.
10. Should any contractor or subcontractors not be a registered public works contractor and perform work on the project, Contractor agrees to fully indemnify the City for any fines assessed by the California Department of Industrial Relations against the City for such violation, including all staff costs and attorney's fee relating to such fine.
11. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

J. Audit Rights

All records or documents required to be kept pursuant to this Agreement to verify compliance with this Addendum shall be made available for audit at no cost to City, at any time during regular business hours, upon written request by the City Attorney, City Auditor, City Manager, or a designated representative of any of these officers. Copies of such records or documents shall be provided to City for audit at City Hall when it is

practical to do so. Otherwise, unless an alternative is mutually agreed upon, the records or documents shall be made available at Contractor's address indicated for receipt of notices in this Agreement.

K. Enforcement

1. City shall withhold any portion of a payment; including the entire payment amount, until certified payroll forms and related documentation are properly submitted, reviewed and found to be in full compliance. In the event that certified payroll forms do not comply with the requirements of Labor Code Section 1720 et seq., City may continue to hold sufficient funds to cover estimated wages and penalties under the Agreement.
2. Based on State funding sources, this project may be subject to special labor compliance requirements of Proposition 84.
3. The City is not obligated to make any payment due to Contractor until Contractor has performed all of its obligations under these provisions. This provision means that City can withhold all or part of a payment to Contractor until all required documentation is submitted. Any payment by the City despite Contractor's failure to fully perform its obligations under these provisions shall not be deemed to be a waiver of any other term or condition contained in this Agreement or a waiver of the right to withhold payment for any subsequent breach of this Addendum.

City or the California Department of Industrial Relations may impose penalties upon contractors and subcontractors for failure to comply with prevailing wage requirements. These penalties are up to \$200 per day per worker for each wage violation identified; \$100 per day per worker for failure to provide the required paperwork and documentation requested within a 10-day window; and \$25 per day per worker for any overtime violation.



Agenda Report

21-1484

Agenda Date: 12/7/2021

REPORT TO COUNCIL

SUBJECT

Action on Amendment No. 1 for the Agreement with Accela, Inc. for Land Management Software and Related Budget Amendment

COUNCIL PILLAR

Deliver and Enhance High Quality Efficient Services

BACKGROUND

On August 21, 2018, the City Council authorized staff to execute an agreement with Accela, Inc. to purchase a land management software system. The Accela Civic Platform system is offered as a software-as-a-service and consists of a land management software platform with functionality that includes land and parcel management, online permitting, building inspection and code enforcement management. The software will be used Citywide to support a variety of applications:

- Building, Planning, and Housing & Community Services Divisions for online permit submittal and payment services, plan review, inspection scheduling, and internal reporting tools
- Accounting Division for fee and revenue transaction and reconciliation reports
- Municipal Services Division for meter release process workflow
- Land and Property Development Division for processing and tracking site clearances, subdivision maps, title documents, and encroachment permits
- Street Division-Stormwater Division for code enforcement, inspections, fee collection and reports
- Water and Sewer Utilities Department for plan review and fee collection
- Parks & Recreation Department for plan review
- Silicon Valley Power for plan review, fee collection, meter release processes, and small cell site workflow
- Fire Department for 24/7 online permit submittal and payment services, plan review, business licensing, inspection scheduling, and internal reporting tools
- Police Department for special permits and fee collection

DISCUSSION

As part of the City's contract with Accela, the City is required to purchase a license for each named user of the Accela system. When the software was originally purchased in 2018, the Community Development Department (Department) estimated that 140 named user licenses would be needed for City staff. However, as the City has completed the system design and begun implementation of the Accela system, the City's desired use of the Accela platform has expanded resulting in requests from several departments for additional named licenses. This expansion across multiple City departments will enable improved efficiency in the review of permit applications as well as greater transparency and public access to information, providing a higher level of service to the Santa Clara

community.

The proposed Amendment No. 1 includes the purchase of 100 additional named user licenses, bringing the total number of licenses to 240. The fee for the additional licenses is consistent with the pricing set forth in the agreement at \$1,954 per user/per year in the initial year, with set increases each year over the remaining term of the contract. The purchase of additional licenses over a five-year term will increase maximum compensation by \$1,420,640 for a revised maximum compensation amount of \$2,639,300. Amendment No. 1 will also extend the term of the agreement by two years, ending on November 29, 2025. This extension will put all 240 licenses on the same renewal cycle.

The approval of Amendment No. 1 will increase staff productivity and enhance customer service for the City's permitting process by allowing expanded use of the Accela system to coordinate City activities and enhance internal communication and collaboration across more work functions.

ENVIRONMENTAL REVIEW

The action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378 (a) as it has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.

FISCAL IMPACT

The fee for the additional licenses is consistent with the pricing set forth in the agreement at \$1,954 per user/per year in the initial year, with set increases each year over the remaining term of the contract. The purchase of additional licenses over a five-year term will increase maximum compensation by \$1,420,640 for a revised maximum compensation amount of \$2,639,300. (Attachment Exhibit 2).

The total annual increase in subscriptions costs is \$195,380, with a prorated cost of \$179,025 for FY 2021/22. In FY 2021/22, the total estimated cost for licenses is \$466,727. The current budget for Accela annual licenses costs is \$348,530 in the General Fund as well as \$60,000 in the utility funds (Sewer - \$15,000, Water - \$15,000, and Electric - \$30,000). This budget was based on 140 licenses and contingency costs. An increase of \$58,197 is necessary to cover the cost of additional licenses for the remainder of FY 2021/22. This cost would be addressed by the use of the Technology Fee Reserve (\$48,197) and an additional contribution from the Electric Utility Fund (\$10,000). The Electric Utility Fund has sufficient funding to absorb the additional cost of \$10,000.

A budget amendment is recommended to shift funding of \$48,197 from the Technology Fee Reserve to the Non-Departmental Citywide Programs.

Budget Amendment FY 2021/22

| | Current | Increase/ (Decrease) | Revised |
|-------------------------------------|---------|-------------------------|---------|
| General Fund <u>Expenditures</u> | | | |

| | | | |
|--------------------------------------|--------------|----------|--------------|
| Non-Departmental - Citywide Programs | \$46,998,766 | \$48,197 | \$47,046,963 |
|--------------------------------------|--------------|----------|--------------|

Reserve

| | | | |
|------------------------|-------------|------------|-------------|
| Technology Fee Reserve | \$1,078,241 | (\$48,197) | \$1,030,044 |
|------------------------|-------------|------------|-------------|

Appropriations needed in future years will be incorporated into the annual budget process.

COORDINATION

This report has been coordinated with the Information Technology Department, Finance Department, and City Attorney's Office.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

1. Authorize the City Manager to execute Amendment No. 1 to the Agreement and order documents with Accela, Inc. to purchase additional software licenses for Land Management Software and increase the maximum compensation by \$1,420,640 for a total maximum contract compensation of \$2,639,300, subject to the appropriation of funds; and
2. Consistent with City Charter Section 1305, "At any meeting after the adoption of the budget, the City Council may amend or supplement the budget by motion adopted by the affirmative votes of at least five members so as to authorize the transfer of unused balances appropriated for one purpose to another purpose, or to appropriate available revenue not included in the budget," approve a FY 2021/22 budget amendment in the General Fund to increase the Non-Departmental Citywide Programs Budget by \$48,197 and decrease the technology fee reserve by \$48,197 (five affirmative Council votes required for use of unused balances).

Reviewed by: Andrew Crabtree, Director of Community Development

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Amendment No. 1_Accela, Inc. Agreement
2. 2018 Agreement with Accela, Inc.

**AMENDMENT NO. 1
TO THE AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
ACCELA, INC.**

PREAMBLE

This agreement ("Amendment No. 1") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Accela, Inc., a California corporation (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

- A. The Parties previously entered into an agreement entitled "Agreement for the Performance of Services by and between the City of Santa Clara, California and Accela, Inc.", dated August 29, 2018 (Agreement); and
- B. The Parties entered into the Agreement for the purpose of having Contractor provide software subscription services for the City's permit system, and the Parties now wish to amend the Agreement to make certain revisions to the terms as set forth below.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

- 1. Section 5 of the Agreement, entitled "Term of Agreement" is amended to read as follows:

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on the Effective Date of this Agreement and terminate on November 29, 2025.
- 2. Exhibit B of the Agreement, entitled "Fee Schedule", is hereby amended to read as shown in First Revised Exhibit B, attached and incorporated into this Amendment No. 1.
- 3. Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect. In case of a conflict in the terms of the Agreement and this Amendment No. 1, the provisions of this Amendment No. 1 shall control.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 1 as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

Dated: _____

Office of the City Attorney
City of Santa Clara

DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

ACCELA, INC.
a California corporation

Dated: 10/28/2021 _____

By (Signature): _____
Name: _____

DocuSigned by:

Aaron Haggarty

Aaron Haggarty

A04499D928344D8...

Title: Chief Legal officer

Principal Place of Business Address: 2633 Camino Ramon, Suite 500, San Ramon, CA 94583

Email Address: ahaggarty@accela.com

Telephone: () _____

Fax: () _____

"CONTRACTOR"

FIRST REVISED EXHIBIT B FEE SCHEDULE

1. MAXIMUM COMPENSATION

The maximum compensation for all materials and services provided under this Agreement shall not exceed **Two Million Six Hundred Thirty-Nine Thousand Three Hundred Dollars (\$2,639,300)** during the term of the Agreement, subject to budget appropriations. Any additional services or materials requested by the City that would exceed the preceding maximum amount will be addressed in an Amendment to the Agreement.

2. CIVIC PLATFORM ANNUAL SOFTWARE SUBSCRIPTION SERVICES

Table B1 sets forth the estimated number of software subscriptions required by the City. Notwithstanding the foregoing, the actual quantity that will be purchased by the City will be listed on the Order and shall be evidenced by the City's issuance of a Purchase Order. All order documents, including Contractor's Order Form and the City's Purchase Order, shall be deemed to incorporate the terms and conditions of this Agreement and any amendments hereto.

For the avoidance of doubt, the Per Unit Price will serve as the baseline for the annual software subscription fees to be charged during any Subscription Term. Notwithstanding anything to the contrary contained herein, at least 60 calendar days prior to the start of the upcoming Subscription Term, the City will provide Contractor with the number of subscriptions required for the upcoming term. Contractor shall adjust the annual invoice for the upcoming Subscription Term based on the number of subscriptions provided by the City and in accordance with the Per Unit Price set forth in Table B1.

| Table B1: Civic Platform - Part # SS-37 | | | |
|--|--------------------|----------------|-----------------------|
| Product Name | Estimated Quantity | Per Unit Price | Extended Total |
| Accela Civic Platform Silver - Subscription Term: 11/30/18 - 11/29/19 | 40 | \$1,788.00 | \$71,520.00 |
| Accela Civic Platform Silver - Subscription Term: 11/30/19 - 11/29/20 | 140 | \$1,841.64 | \$257,829.60 |
| Accela Civic Platform Silver - Subscription Term: 11/30/20 - 11/29/21 | 140 | \$1,896.89 | \$265,564.60 |
| Accela Civic Platform Silver - Subscription Term: 11/30/21 - 11/29/22 | 140 | \$1,953.80 | \$273,532.00 |
| Accela Civic Platform Silver - Subscription Term: Prorated 1/1/22 to 11/29/22) | 100 | //////// | \$179,025.00 |
| Accela Civic Platform Silver - Subscription Term: 11/30/22 - 11/29/23 | 240 | \$2,012.40 | \$482,976.00 |
| Accela Civic Platform Silver - Subscription Term: 11/30/23 - 11/29/24 | 240 | \$2,072.77 | \$497,464.80 |
| Accela Civic Platform Silver - Subscription Term: 11/30/24 - 11/29/25 | 240 | \$2,134.95 | \$512,388.00 |
| Total | | | \$2,540,300.00 |

3. CITIZEN ACCESS ANNUAL FEE

Table B1 sets forth the annual fee for Citizen Access.

| Table B2: Citizen Access - Part # AS-37 | | |
|--|------------------------|--------------------|
| Product Name | Population Size | Net Price |
| Accela Citizen Access - Subscription Population: 11/30/18 - 11/29/19 | 125,948 | \$12,594.80 |
| Accela Citizen Access - Subscription Population: 11/30/19 - 11/29/20 | 125,948 | \$13,363.08 |
| Accela Citizen Access - Subscription Population: 11/30/20 - 11/29/21 | 125,948 | \$13,753.52 |
| Accela Citizen Access - Subscription Population: 11/30/21 - 11/29/22 | 125,948 | \$14,169.15 |
| Accela Citizen Access - Subscription Population: 11/30/22 - 11/29/23 | 125,948 | \$14,597.37 |
| Accela Citizen Access - Subscription Population: 11/30/23 - 11/29/24 | 125,948 | \$15,035.29 |
| Accela Citizen Access - Subscription Population: 11/30/24 - 11/29/25 | 125,948 | \$15,486.35 |
| Total | | \$98,999.56 |

**AGREEMENT FOR THE PERFORMANCE OF SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
ACCELA, INC.**

PREAMBLE

This agreement for the performance of services ("Agreement") is by and between Accela, Inc., a California corporation, with its principal place of business located at 2633 Camino Ramon, Suite 500, San Ramon, CA 94853 ("Contractor"), and the City of Santa Clara, California, a chartered California municipal corporation with its primary business address at 1500 Warburton Avenue, Santa Clara, California 95050 ("City"). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

- A. City desires to secure professional services more fully described in this Agreement, at Exhibit A, entitled "Scope of Services"; and
- B. Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,
- C. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

AGREEMENT PROVISIONS

1. EMPLOYMENT OF CONTRACTOR.

City hereby employs Contractor to perform services set forth in this Agreement. To accomplish that end, City may assign a Project Manager to personally direct the Services to be provided by Contractor and will notify Contractor in writing of City's choice. City shall pay for all such materials and services provided which are consistent with the terms of this Agreement.

2. SERVICES TO BE PROVIDED.

Except as specified in this Agreement, Contractor shall furnish all technical and professional services for hosted subscriptions services, (collectively referred to as "Subscribed Services" as defined in Exhibit H, Paragraph 3) to satisfactorily complete the work required by City at his/her own risk and expense. Subscribed Services to be provided to City are more fully described in Exhibit H. All of the exhibits referenced in this Agreement are attached and are incorporated by this reference.

3. COMMENCEMENT OF SUBSCRIBED SERVICES.

CUSTOMER'S SUBSCRIPTION TERM COMMENCES ON A MUTUALLY AGREED UPON DATE TO OCCUR BEFORE SEPTEMBER 30, 2018 AND SAID DATE IS CUSTOMER'S "SERVICE DATE" FOR PURPOSES OF DESIGNATING THE START OF ANY SUBSCRIPTION TERM. FOR THE AVOIDANCE OF DOUBT, THE SERVICE DATE AND THE EFFECTIVE DATE MAY NOT BE THE SAME.

Contractor shall begin providing the Subscription services under the requirements of this Agreement upon receipt of written Notice to Proceed from City. Such notice shall be deemed to have occurred three (3) calendar days after it has been deposited in the regular United States mail. Contractor shall complete the Services within the time limits set forth in the Scope of Services or as mutually determined in writing by the Parties Contract execution.

When City determines that Contractor has satisfactorily completed the Services. Upon receipt of such notice, Contractor shall not incur any further costs under this Agreement. Contractor may request this determination of completion be made when, in its opinion, the Services have been satisfactorily completed.

4. QUALIFICATIONS OF CONTRACTOR - STANDARD OF WORKMANSHIP.

Contractor represents and maintains that it has the necessary expertise in the professional calling necessary to perform services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Contractor's representations regarding its skills and knowledge. Contractor shall perform such services and duties in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of California.

The plans, designs, specifications, estimates, calculations, reports and other documents furnished under Exhibit A shall be of a quality acceptable to City. The criteria for acceptance of the work provided under this Agreement shall be a product of neat appearance, well organized, that is technically and grammatically correct, checked and having the maker and checker identified. The minimum standard of appearance, organization and content of the drawings shall be that used by City for similar projects.

5. TERM OF AGREEMENT.

Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on the Effective Date of this Agreement and terminate five (5) years from the Service Date. The Agreement may be renewed by the City, at its sole discretion, for two additional one (1) year terms.

6. MONITORING OF SUBSCRIBED SERVICES.

City may monitor the Subscribed Services performed under this Agreement to determine whether Contractor's operation conforms to City policy and to the terms of this Agreement. City may also monitor the Subscribed Services to be performed to determine whether financial operations are conducted in accord with applicable City, county, state, and federal requirements. If any action of Contractor constitutes a breach, City may terminate this Agreement pursuant to the provisions described herein.

7. PERFORMANCE OF SUBSCRIBED SERVICES.

Contractor shall perform all requested services in an efficient and expeditious manner and shall work closely with and be guided by City. Contractor shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it. Contractor will perform all Subscribed Services in a safe manner and in accordance with all federal, state and local operation and safety regulations.

8. BUSINESS TAX LICENSE REQUIRED.

Contractor must comply with Santa Clara City Code section 3.40.060, as that section may be amended from time to time or renumbered, which requires that any person who transacts or carries on any business in the City of Santa Clara pay business license tax to the City. A business tax certificate may be obtained by completing the Business Tax Affidavit Form and paying the applicable fee at the Santa Clara City Hall Municipal Services Division.

9. RESPONSIBILITY OF CONTRACTOR.

Contractor shall be responsible for the professional quality, technical accuracy and coordination of the Subscribed Services furnished by it, as set forth under this Agreement, including any exhibits or attachments. Neither City's review, acceptance, nor payments for any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement and Contractor shall be and remain liable to City (subject to any limitations in this Agreement) in accordance with applicable law for all damages to City caused by Contractor's Agreement, applicable federal, state, county, and/or municipal laws, ordinances, regulations, rules and orders.

10. COMPENSATION AND PAYMENT.

In consideration for Contractor's complete performance of Subscribed Services, City shall pay Contractor for all materials provided and services rendered by Contractor at the rate per hour for labor and cost per unit for materials as outlined in Exhibit B, entitled "SCHEDULE OF FEES."

Contractor will bill City on a monthly basis for Subscribed Services provided by Contractor during the preceding month, subject to verification by City. City will pay Contractor within thirty (30) days of City's receipt of invoice.

11. TERMINATION OF AGREEMENT.

Either Party may terminate this Agreement without cause by giving the other Party written notice ("Notice of Termination") which clearly expresses that Party's intent to terminate the Agreement, which will be effective on the following anniversary of the Subscription Term provided such Notice of Termination is received 30 days prior to the anniversary of the Effective Date of the upcoming Subscription Term. Notice of Termination shall become effective no less than thirty (30) calendar days after a Party receives such notice. After either Party terminates the Agreement, Contractor shall discontinue further services as of the effective date of termination, and City shall pay Contractor for all Subscribed Services satisfactorily performed up to such date.

If City renews the Agreement for additional one year terms after first five (5) year term, then upon such renewal either Party may terminate the Agreement without cause by giving the other Party Notice of Termination. Such Notice of Termination shall be effective ninety (90) days after receipt by the other Party. Upon any such Notice of Termination after the first five (5) year term, Contractor will refund any prepaid subscription fees covering the remainder of the subscription term after the effective date of termination.

Either party may terminate this Agreement if either Party materially breaches any terms and conditions of this Agreement after receiving a written notice describing the circumstances of the material breach, and the Party fails to correct the breach within thirty (30) calendar days. Upon any termination for cause by City, Contractor will refund any prepaid subscription fees covering the remainder of the subscription term after the effective date of termination.

12. NO ASSIGNMENT OR SUBCONTRACTING OF AGREEMENT.

City and Contractor bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Contractor shall not hire subcontractors without express written permission from City.

13. NO THIRD PARTY BENEFICIARY.

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

14. INDEPENDENT CONTRACTOR.

Contractor and all person(s) employed by or contracted with Contractor to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Contractor has full rights, however, to manage its employees in their performance of Subscribed Services under this Agreement. Contractor is not authorized to bind City to any contracts or other obligations.

15. NO PLEDGING OF CITY'S CREDIT.

Under no circumstances shall Contractor have the authority or power to pledge the credit of City or incur any obligation in the name of City. Contractor shall save and hold harmless the City, its City Council, its officers, employees, boards and commissions for expenses arising out of any unauthorized pledges of City's credit by Contractor under this Agreement.

16. CONFIDENTIALITY OF MATERIAL.

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for Contractor and all other written information submitted to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor and shall not, without the prior written consent of City, be used for any purposes other than the performance of the Subscribed Services nor be disclosed to an entity not connected with performance of the Subscribed Services. Nothing furnished to Contractor which is otherwise known to Contractor or becomes generally known to the related industry shall be deemed confidential.

17. USE OF CITY NAME OR EMBLEM.

Contractor shall not use City's name, insignia, or emblem, or distribute any information related to services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

18. OWNERSHIP OF MATERIAL.

Please refer to Exhibit H.

19. RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR.

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for two (2) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Contractor for the purpose of verifying any and all charges made by Contractor in connection with Contractor compensation under this Agreement, including termination of Contractor. Contractor agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City.

Contractor shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Contractor agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to Contractor's Subscribed Services hereunder.

20. CORRECTION OF SUBSCRIBED SERVICES.

Contractor agrees to correct any incomplete, inaccurate or defective Subscribed Services at no further costs to City, when such defects are due to the negligence, errors or omissions of Contractor.

21. FAIR EMPLOYMENT.

Contractor shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, gender, sexual orientation, age, disability, religion, ethnic background, or marital status, in violation of state or federal law.

22. HOLD HARMLESS/INDEMNIFICATION. PLEASE REFER TO EXHIBIT H.

23. INSURANCE REQUIREMENTS.

During the term of this Agreement, and for any time period set forth in Exhibit C, Contractor shall provide and maintain in full force and effect, at no cost to City insurance policies with respect to employees and vehicles assigned to the Performance of Subscribed Services under this Agreement with coverage amounts, required endorsements, certificates of insurance, and coverage verifications as defined in Exhibit C.

24. AMENDMENTS.

This Agreement may be amended only with the written consent of both Parties.

25. INTEGRATED DOCUMENT.

This Agreement represents the entire agreement between City and Contractor. No other understanding, agreements, conversations, or otherwise, with any representative of City prior to execution of this Agreement shall affect or modify any of the terms or obligations of this Agreement. Any verbal agreement shall be considered unofficial information and is not binding upon City.

26. SEVERABILITY CLAUSE.

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

27. WAIVER.

Contractor agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement.

28. NOTICES.

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara
Attention: Community Development Department, Building Division
1500 Warburton Avenue
Santa Clara, California 95050
or by facsimile at (408) 241-3823

And to Contractor addressed as follows:

Name: General Counsel
Address: 2633 Camino Ramon
San Ramon, CA94853
or by facsimile at 925-659-3201

If notice is sent via facsimile, a signed, hard copy of the material shall also be mailed. The workday the facsimile was sent shall control the date notice was deemed given if there is a facsimile machine generated document on the date of transmission. A facsimile transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following Monday.

29. CAPTIONS.

The captions of the various sections, paragraphs and subparagraphs of this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation.

30. LAW GOVERNING CONTRACT AND VENUE.

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

31. DISPUTE RESOLUTION.

- A. Unless otherwise mutually agreed to by the Parties, any controversies between Contractor and City regarding the construction or application of this Agreement, and claims arising out of this Agreement or its breach, shall be submitted to mediation within thirty (30) days of the written request of one Party after the service of that request on the other Party.
- B. The Parties may agree on one mediator. If they cannot agree on one mediator, the Party demanding mediation shall request the Superior Court of Santa Clara County to appoint a mediator. The mediation meeting shall not exceed one day (eight (8) hours). The Parties may agree to extend the time allowed for mediation under this Agreement.

- C. The costs of mediation shall be borne by the Parties equally.
- D. For any contract dispute, mediation under this section is a condition precedent to filing an action in any court. In the event of mediation which arises out of any dispute related to this Agreement, the Parties shall each pay their respective attorney's fees, expert witness costs and cost of suit through mediation only. If mediation does not resolve the dispute, the Parties agree that the matter shall be litigated in a court of law, and not subject to the arbitration provisions of the Public Contracts Code.

32. COMPLIANCE WITH ETHICAL STANDARDS.

Contractor shall:

- A. Read Exhibit D, entitled "ETHICAL STANDARDS FOR CONTRACTORS SEEKING TO ENTER INTO AN AGREEMENT WITH THE CITY OF SANTA CLARA, CALIFORNIA"; and,
- B. Execute Exhibit E, entitled "AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS."

33. AFFORDABLE CARE ACT OBLIGATIONS


To the extent Contractor is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, Contractor warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Contractor's responsibilities under the Act.

34. CONFLICT OF INTERESTS.

This Agreement does not prevent either Party from entering into similar agreements with other parties. To prevent a conflict of interest, Contractor certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Contractor and that no person associated with Contractor has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Contractor is familiar with the provisions of California Government Code Section 87100 and following, and certifies that it does not know of any facts which would violate these code provisions. Contractor will advise City if a conflict arises.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

APPROVED AS TO FORM:


BRIAN DOYLE
City Attorney

ATTEST:

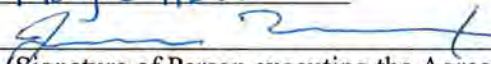

JENNIFER YAMAGUMA
Acting City Clerk

Dated: 8/24/2018

DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

ACCELA, INC.
a California corporation

Dated: May 29, 2018
By: 
(Signature of Person executing the Agreement on behalf of Contractor)
Name: Jonathon Knight
Title: Chief Customer Officer
Local Address: 2633 Camino Ramon, Suite 500
San Ramon, CA 94583
Email Address: jknight@accela.com
Telephone: (925) 359-3200
Fax: (925) 659-3201

"CONTRACTOR"

S:\Attorney\AGREEMENTS\Service\OVER \$50K SERVICE AGREEMENT FORM.doc

**AGREEMENT FOR THE PERFORMANCE OF SUBSCRIBED SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
ACCELA, INC.**

EXHIBIT A

SCOPE OF SUBSCRIBED SERVICES

This exhibit is not used in this agreement. For the software subscription terms and conditions, please refer to Exhibit H.

**AGREEMENT FOR THE PERFORMANCE OF SUBSCRIBED SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
ACCELA, INC.**

EXHIBIT B

FEE SCHEDULE

In no event shall the amount billed to City by Contractor for services under this Agreement exceed One Million Two Hundred Eighteen Thousand Six Hundred Fifty-Nine Dollars and Ninety-Eight Cents (\$1,218,659.98), subject to budget appropriations.

Citizen Access

| PART # | PRODUCT NAME | QTY | NET PRICE |
|---------------|---|------------|----------------------|
| SS10AACAP0001 | Accela Citizen Access - Subscription Population | 125,948 | USD 12,594.80 |
| | Subtotal | | USD 12,594.80 |

Civic Platform

| PART # | PRODUCT NAME | QTY | NET PRICE |
|-----------------|--|------------|-------------------------|
| SS10APFMSLVR001 | Accela Civic Platform Silver - Subscription User | 40 | USD 71,520.00 |
| SS10APFMSLVR001 | Accela Civic Platform Silver - Subscription User | 140 | USD 257,829.60 |
| SS10APFMSLVR001 | Accela Civic Platform Silver - Subscription User | 140 | USD 265,563.93 |
| SS10APFMSLVR001 | Accela Civic Platform Silver - Subscription User | 140 | USD 273,531.52 |
| SS10APFMSLVR001 | Accela Civic Platform Silver - Subscription User | 140 | USD 281,737.01 |
| | Subtotal | | USD 1,150,182.06 |

| PART # | PRODUCT NAME | QTY | NET PRICE |
|---------------|---|------------|----------------------|
| SS10AACAP0001 | Accela Citizen Access - Subscription Population | 125,948 | USD 13,363.08 |
| SS10AACAP0001 | Accela Citizen Access - Subscription Population | 125,948 | USD 13,753.52 |
| SS10AACAP0001 | Accela Citizen Access - Subscription Population | 125,948 | USD 14,169.15 |
| SS10AACAP0001 | Accela Citizen Access - Subscription Population | 125,948 | USD 14,597.37 |
| | Subtotal | | USD 55,883.12 |

| | |
|---------------|-------------------------|
| TOTAL: | USD 1,218,659.98 |
|---------------|-------------------------|

**AGREEMENT FOR THE PERFORMANCE OF SUBSCRIBED SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
ACCELA, INC.**

EXHIBIT C

INSURANCE REQUIREMENTS

INSURANCE COVERAGE REQUIREMENTS

Without limiting the Contractor's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Contractor shall provide and maintain in full force and effect, at its sole cost and expense, the following insurance policies with at least the indicated coverages, provisions and endorsements:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as policy limits, which are subject to review, but shall in no event be less than, the following:

\$1,000,000 Each Occurrence
\$2,000,000 General Aggregate
\$2,000,000 Products/Completed Operations Aggregate
\$1,000,000 Personal Injury
2. Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.
3. The following provisions shall apply to the General Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:
 - a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;
 - b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and
 - c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars (\$1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all non-owned and hired autos.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars (\$1,000,000) policy limit Bodily Injury by disease, one million dollars (\$1,000,000) each accident/Bodily Injury and one million dollars (\$1,000,000) each employee Bodily Injury by disease.
2. The indemnification and hold harmless obligations of Contractor included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).
3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy.

1. Additional Insureds. The Commercial General Liability insurance will include the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Contractor's work for City.
2. Primary and non-contributing. Commercial General Liability policy provided by Contractor shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the Indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance Indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.
3. Cancellation.
 - a. Commercial General Liability policy shall contain language or be endorsed to reflect that no cancellation of the coverage provided due to non-payment of premiums shall be effective until written notice has been

given to City at least ten (10) days prior to the effective date of such cancellation

- b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such cancellation.

- 4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through D of this Exhibit C, above.

E. ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

- 1. Contractor agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.
- 2. Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.
- 3. The City reserves the right to withhold payments from the Contractor in the event of material noncompliance with the insurance requirements set forth in this Agreement.

F. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Contractor, and shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Contractor shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

G. EVIDENCE OF COMPLIANCE

Contractor or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent),

evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Upon City's request Contractor shall submit to City copies of portions of the actual insurance policies or renewals or replacements to the extent necessary to ensure compliance with this Exhibit C. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be mailed to:

EBIX Inc.

City of Santa Clara, Community Development Department, Building Division
P.O. Box 100085 – S2 or 1 Ebix Way
Duluth, GA 30096 John's Creek, GA 30097

Telephone number: 951-766-2280
Fax number: 770-325-0409
Email address: ctsantaclara@ebix.com

H. QUALIFYING INSURERS

All of the insurance companies providing insurance for Contractor shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives.

S:\Attorney\INSURANCE\CITY\EXHIBIT C-02 Contract over \$50,000 limited exposure.doc

**AGREEMENT FOR THE PERFORMANCE OF SUBSCRIBED SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
ACCLA, INC.**

EXHIBIT D

**ETHICAL STANDARDS FOR CONTRACTORS SEEKING TO ENTER INTO AN
AGREEMENT WITH THE CITY OF SANTA CLARA, CALIFORNIA**

Termination of Agreement for Certain Acts.

- A. The City may, at its sole discretion, terminate this Agreement in the event any one or more of the following occurs:
1. If a Contractor¹ does any of the following:
 - a. Is convicted² of operating a business in violation of any Federal, State or local law or regulation;
 - b. Is convicted of a crime punishable as a felony involving dishonesty³;
 - c. Is convicted of an offense involving dishonesty or is convicted of fraud or a criminal offense in connection with: (1) obtaining; (2) attempting to obtain; or, (3) performing a public contract or subcontract;
 - d. Is convicted of any offense which indicates a lack of business integrity or business honesty which seriously and directly affects the present responsibility of a City contractor or subcontractor; and/or,
 - e. Made (or makes) any false statement(s) or representation(s) with respect to this Agreement.

¹ For purposes of this Agreement, the word "Consultant" (whether a person or a legal entity) also refers to "Contractor" and means any of the following: an owner or co-owner of a sole proprietorship; a person who controls or who has the power to control a business entity; a general partner of a partnership; a principal in a joint venture; or a primary corporate stockholder [i.e., a person who owns more than ten percent (10%) of the outstanding stock of a corporation] and who is active in the day to day operations of that corporation.

² For purposes of this Agreement, the words "convicted" or "conviction" mean a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere within the past five (5) years.

³ As used herein, "dishonesty" includes, but is not limited to, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, failure to pay tax obligations, receiving stolen property, collusion or conspiracy.

2. If fraudulent, criminal or other seriously improper conduct of any officer, director, shareholder, partner, employee or other individual associated with the Contractor can be imputed to the Contractor when the conduct occurred in connection with the individual's performance of duties for or on behalf of the Contractor, with the Contractor's knowledge, approval or acquiescence, the Contractor's acceptance of the benefits derived from the conduct shall be evidence of such knowledge, approval or acquiescence.
- B. The City may also terminate this Agreement in the event any one or more of the following occurs:
1. The City determines that Contractor no longer has the financial capability⁴ or business experience⁵ to perform the terms of, or operate under, this Agreement; or,
 2. If City determines that the Contractor fails to submit information, or submits false information, which is required to perform or be awarded a contract with City, including, but not limited to, Contractor's failure to maintain a required State issued license, failure to obtain a City business license (if applicable) or failure to provide and maintain bonds and/or insurance policies required under this Agreement.
- C. In the event a prospective Contractor (or bidder) is ruled ineligible (debarred) to participate in a contract award process or a contract is terminated pursuant to these provisions, Contractor may appeal the City's action to the City Council by filing a written request with the City Clerk within ten (10) days of the notice given by City to have the matter heard. The matter will be heard within thirty (30) days of the filing of the appeal request with the City Clerk. The Contractor will have the burden of proof on the appeal. The Contractor shall have the opportunity to present evidence, both oral and documentary, and argument.

⁴ Contractor becomes insolvent, transfers assets in fraud of creditors, makes an assignment for the benefit of creditors, files a petition under any section or chapter of the federal Bankruptcy Code (11 U.S.C.), as amended, or under any similar law or statute of the United States or any state thereof, is adjudged bankrupt or insolvent in proceedings under such laws, or a receiver or trustee is appointed for all or substantially all of the assets of Contractor.

⁵ Loss of personnel deemed essential by the City for the successful performance of the obligations of the Contractor to the City.

**AGREEMENT FOR THE PERFORMANCE OF SUBSCRIBED SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
ACCELA, INC.**

EXHIBIT E

AFFIDAVIT OF COMPLIANCE WITH ETHICAL STANDARDS

I hereby state that I have read and understand the language, entitled "Ethical Standards" set forth in Exhibit D. I have the authority to make these representations on my own behalf or on behalf of the legal entity identified herein. I have examined appropriate business records, and I have made appropriate inquiry of those individuals potentially included within the definition of "Contractor" contained in Ethical Standards at footnote 1.

Based on my review of the appropriate documents and my good-faith review of the necessary inquiry responses, I hereby state that neither the business entity nor any individual(s) belonging to said "Contractor" category [i.e., owner or co-owner of a sole proprietorship, general partner, person who controls or has power to control a business entity, etc.] has been convicted of any one or more of the crimes identified in the Ethical Standards within the past five (5) years.

The above assertions are true and correct and are made under penalty of perjury under the laws of the State of California.

ACCELA, INC.

a California corporation

By: 
Signature of Authorized Person or Representative

Name: Jonathon Knight

Title: Chief Customer Officer

NOTARY'S ACKNOWLEDGMENT TO BE ATTACHED

Please execute the affidavit and attach a notary public's acknowledgment of ~~execution of the~~ affidavit by the signatory. If the affidavit is on behalf of a corporation, partnership, or ~~other~~ legal entity, the entity's complete legal name and the title of the person signing on behalf of the legal entity shall appear above. Written evidence of the authority of the person executing this affidavit on behalf of a corporation, partnership, joint venture, or any other legal entity, other than a sole proprietorship, shall be attached.

see attached CA Acknowledgment

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

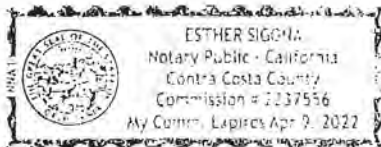
State of California

County of Contra Costa }

On May 29th 2018 before me, Esther Sigona, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Jonathan Knight
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian of Conservator

☐ Other: _____

Signer is Representing: _____

**AGREEMENT FOR THE PERFORMANCE OF SUBSCRIBED SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
ACCELA, INC.**

EXHIBIT F

SPECIFICATIONS AND REQUIREMENTS

EXHIBIT F SPECIFICATIONS AND REQUIREMENTS

Product Specifications

Accela's solution for the City's permitting and inspection functions will leverage Accela Civic Platform's Land Management solution along with its integral components for Citizen Access, GIS, and Mobile.

Land Management

The Civic Platform allows the City to automate and streamline your civic processes related to permitting.

Accela's Land Management makes it easy for state, county and city agencies of all sizes to coordinate activities for the consideration and approval of land use and building permits, inspections and enforcement to meet your jurisdiction codes. The solution saves time, increases productivity and connects government agencies to the businesses, professionals and citizens they serve.

Accela's Land Management:



Land Management

- ➔ **Simplifies the permit process.** Manage your entire permitting process including application check-in, plan reviews, fee calculation and collection, inspections, sign-offs, task lists, and more. Easily manage both the proposed plan and the relationships to the project – including imposing restrictions on transactions, property or individuals until compliance measures and fees are satisfied.
- ➔ **Engages your citizens 24/7/365 days of the year.** Accela's Citizen Access and IVR capabilities provide quick and easy access to information about permits and inspections directly from any telephone, web browser, or mobile device.
- ➔ **Visualizes information with built-in GIS capabilities,** which deliver mapping and routing functionality to the enterprise. This overlays government data onto GIS maps and allows customers to initiate and manage permit activities from a geospatial platform.
- ➔ **Provides online access to save time for agency staff out in the field.** Productivity apps, such as Analytics, Inspector, and Contractor Central, connect and equip agency field workers with the right mobile device for the job.

User Interface

Accela's web-based Civic Platform user interface shows several screens on a single page and are configured to meet the needs of individual user roles.

Among the most frequently used screens are those presenting alerts and notifications, upcoming and overdue tasks, performance-based charting, and frequently used data queries. When used with Accela's GIS capabilities, government activity data is viewable on a map screen, confirming the solution's versatility in how data is represented.

When used with Accela's mobile capabilities, all land management activity data is available to field staff, enabling a full mobile field office solution. Inspector assignments, schedules, routes, status reports, and inspection results are all logically presented. Data collected in the field is recorded electronically and uploaded to the solution for immediate availability throughout the enterprise.

Further extending Land Management offerings to the public are Accela's Citizen Access, which promote true government transparency and citizen self-service by bringing government services to the public 24/7. Self-service options may include property information, online applications, fee collection and inspection scheduling. In eliminating the need for in-person and paper processing, these solution components unite governments and their constituents through accessible technology while reducing costs.

Citizen Access

Citizen participation and collaboration are now one of the most urgent needs facing our government. The ability to put processes online greatly assists this mission in two key ways — by allowing applicants to take advantage of self-service and by increasing agency staff productivity. Another obvious advantage is the solution's inherent ability to address budgetary concerns and help government do more with less.

Accela has long been cognizant of the need for transparency and accountability. Through a self-service web portal and an open user interface, Citizen Access extends government services to the public 24-hours a day by providing members of the public with online access to apply for land development applications, permits, licenses, schedule inspections, request services, and perform tasks from the convenience of their home, office or job site. This presents a useful way for public users to interact with your agency in an efficient manner.

By configuring a custom welcome page and designing page flows that are intuitive, easy-to-use, and come with agency defined context specific help agencies can better engage and connect with their public. This enables truly transparent government operations. Citizen Access supports IE 11 and the latest stable versions of Firefox, Safari, Chrome, and Opera browsers.

Exhibit 1: Citizen Access Dashboard

Exhibit 2: Advanced search in Citizen Access

Among the many citizen privileges available, external users can take advantage of the following capabilities:

- ➡ Apply for permits
- ➡ Research parcels using Esri GIS
- ➡ Submit complaints
- ➡ Submit requests for service
- ➡ Check status of applications, permits, and inspections
- ➡ Upload electronic plans and other documents or photographs
- ➡ View solution generated alerts and notifications
- ➡ View a history of all complaints/requests
- ➡ Conduct searches
- ➡ Pay fees
- ➡ View data on maps
- ➡ Search addresses/parcel information
- ➡ Access government documents
- ➡ View all parcel history

Citizen Access is available in English (U.S. and Australian), Spanish, French, Arabic, Chinese, Portuguese, and Vietnamese language packs. Additionally, we developed the solution so that all financial transactions are PCI DSS compliant. Furthermore, our solution is Section 508c compliant, to make our products accessible to people with disabilities — such as blindness and low vision.

Purchase of Citizen Access includes the mobile application, Mobile Citizen Access, which further enhances accessibility options for public users. Constituents now enjoy a truly mobile access to government data, using iOS or Android devices.

Citizen Access inherits the exact business rules established in Land Management. System administrators simply select which service request activities are to be made available to the public. Additionally, the Civic Platform utilizes one central database—data submitted through Citizen Access is immediately available for processing by back office users in Land Management.



GIS

The Civic Platform includes GIS functionality out of the box to help streamline mapping processes. The technology integration offers governments a geographic view of all land-use, zoning and infrastructure information associated with parcels, permits, inspections, and service requests, and works seamlessly with Esri maps, layering the information for increased visibility. The Civic Platform map component is built using the Esri JavaScript map control and consumes GIS services published from the agency's ArcGIS Server or ArcGIS Online, as well as can consume Open Geospatial Consortium Web Mapping and Web Feature Service map services.

GIS also provides visualization of an agency's government data geographically by plotting locations of activities captured in the Civic Platform on the map. GIS provides enhanced user experience with

- ➡ Optimal server response times
- ➡ Smooth panning
- ➡ Context-sensitive commands and menu items

- ➡ Drag and drop functionality
- ➡ Client side graphic rendering

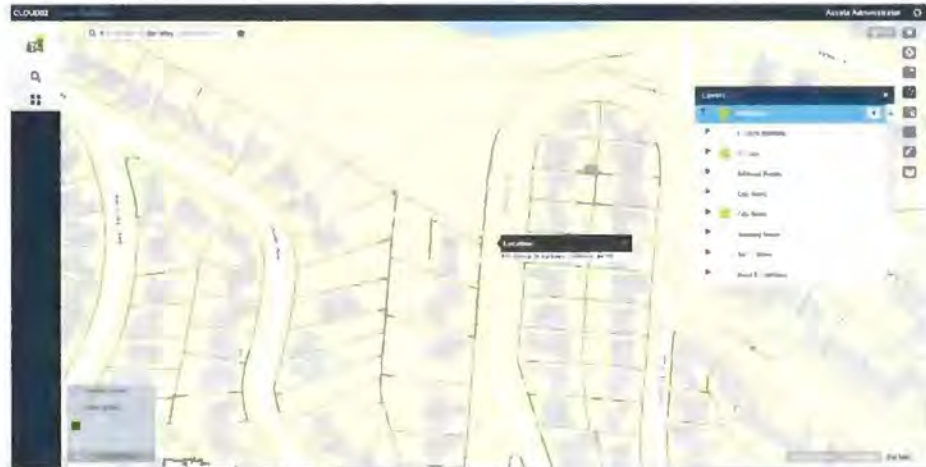


Exhibit 3: GIS Map Interface

Accela's GIS gives users the option to initiate and manage all land management activities from a map interface. GIS is a bi-directional interface enabling viewing, interaction, and presentation of both tabular and spatial information. It leverages an agency's GIS database and map services published by one or more ArcGIS Servers. Base maps published from one agency can be combined with map data from another agency to provide a comprehensive view of geographic information.



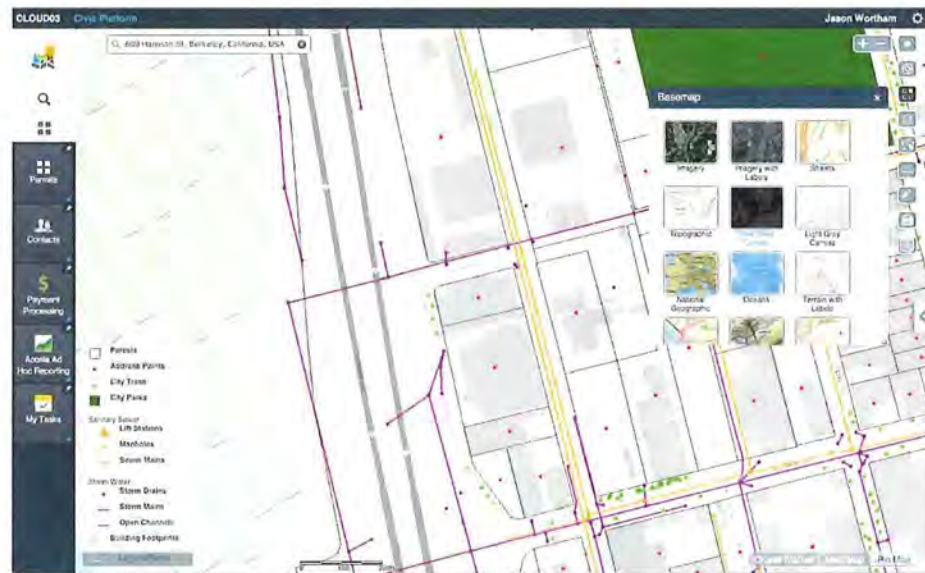


Exhibit 4: Share the Civic Platform data in Esri ArcGIS Online

Optional map editing tools empower end users to draw new features using points, lines, or polygons to represent actual geographic elements or assets. Once these new features are created, they can be associated with transactions in the Civic Platform database. GIS supports efficient fieldwork through its routing features. Inspection schedules can be automatically routed or users can choose to optimize inspection schedules based on shortest distance or travel time.

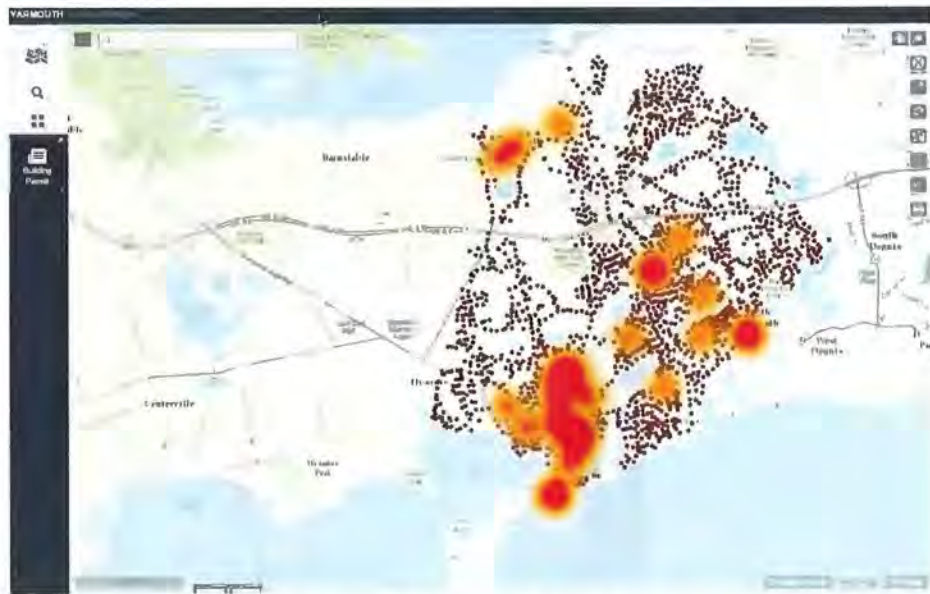


Exhibit 5: Accela GIS Heat Map

Customers may enhance user views by adding the agency's ArcGIS map layers to the map viewer. Together, these data sources, united with Accela transaction data, offer the most comprehensive visual representation of government and location data available. Users can manage, edit, and update data from the map viewer. The map viewer presents reference data and context-based action items for a selected parcel(s) (i.e., create a record, show record, create inspection, etc.).

When deployed with Mobile, routing capabilities are available whether connected or disconnected from the network. Routes and driving directions can be saved and printed as needed. Optimized routing can be done one of two ways:

1. To use an agency's street file, that agency needs ArcGIS Server Network Extension and a published routing service. The agency typically creates the network via ArcGIS Desktop and the Network Analyst extension.
2. The agency may not have a quality street file in an Esri GIS format or does not have the additional Esri software list noted above in number one.

The following is a list of features/functions that are available out of the box in Accela's GIS solution:

- Plotting event locations (address, parcel or asset matching)
- Start new application/transaction from selected map feature
- Navigation (pan, zoom in/out, zoom to scale/selected/full extent)
- Select (by line, polygon, rectangle)
- Buffer selection
- Attach/associate feature to transaction record
- Add selected features to a Set in Accela
- Redlining (point, line, polygon and text box)
- Identify (click on map and see attributes of features)
- Reverse geocoding for mobile mapping

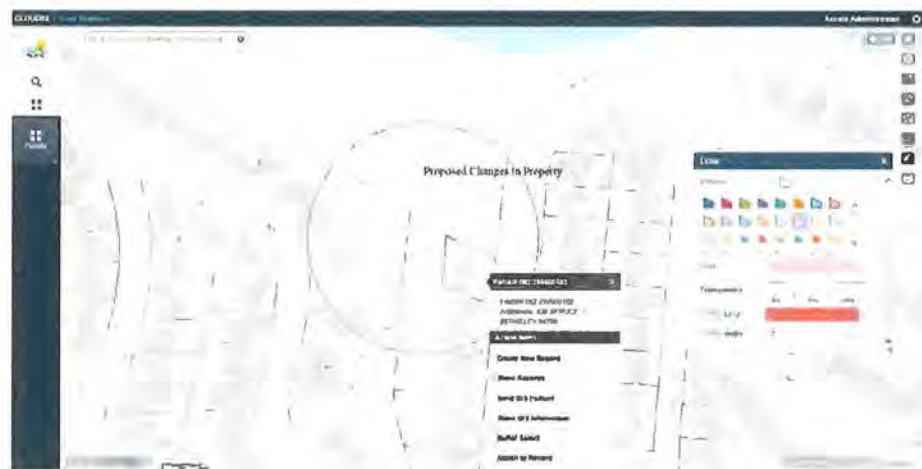


Exhibit 6: Redlining in Accela GIS

**AGREEMENT FOR THE PERFORMANCE OF SUBSCRIBED SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
ACCELA, INC.**

EXHIBIT G

CLOUD SERVICE PROVIDER CHECKLIST

Title:

Date:

| | | | | | |
|------------|--------------------|-------|---------|---|--|
| Compliance | Audit Planning | CO-01 | CO-01.1 | Do you produce audit assertions using a structured, industry accepted format (ex. CloudAudit/A6 URI Ontology, CloudTrust, SCAP/CYBEX, GRC XML, ISACA's Cloud Computing Management Audit/Assurance Program, etc.)? | Yes. Accela enforces policies and standards that comply with NIST 800-53, Audit and Accountability (AU) security controls. |
| Compliance | Independent Audits | CO-02 | CO-02.1 | Do you allow (describe/explain/attach/embed associated documents) tenants to view your SAS70 Type II/SSAE 16 SOC2/ISAE3402/ISO27001:2005 or similar third party audit reports? | Yes. Accela makes the following reports available to clients and potentia clients with NDA's on file for their review: <ul style="list-style-type: none">• SSAE 16/SOC 2• PCI AOC• NIST 800-53 Controls Status and POAM summary for any remediation efforts that may be in progress at the time. |
| Compliance | | | CO-02.2 | Do you conduct (describe/explain/attach/embed associated documents) network penetration tests of your cloud service infrastructure regularly as prescribed by industry best practices and guidance? | Yes. Pentetration tests, that include assessing the infrastructure and application, are completed bi-annually. Vulenerability scans are completed monthly. |
| Compliance | | | CO-02.3 | Do you conduct (describe/explain/attach/embed associated documents) regular application penetration tests of your cloud infrastructure as prescribed by industry best practices and guidance? | Yes. Pentetration tests, that include assessing the infrastructure and application, are completed bi-annually. Vulenerability scans are completed monthly. |
| Compliance | | | CO-02.4 | Do you conduct (describe/explain/attach/embed associated documents) internal audits regularly as prescribed by industry best practices and guidance? | Yes. External SSAE 16/SOC 2 and PCI audits are completed annually. External NIST 800-53 audits are completed bi-annually. Accela has an internal audit function that is continuously reviewing compliance with specific control families. |

| | | | | | |
|------------|---------------------------------------|-------|---------|--|---|
| Compliance | | | CO-02.5 | Do you conduct (describe/explain/attach/embed associated documents) external audits regularly as prescribed by industry best practices and guidance? | Yes. External SSAE 16/SOC 2 and PCI audits are completed annually. External NIST 800-53 audits are completed bi-annually. Accela has an internal audit function that is continuously reviewing compliance with specific control families. |
| Compliance | | | CO-02.6 | Are the results of the network penetration tests available to tenants at their request? | No, due to the sensitive nature of this information. However, result summaries and remediation plans are available for client review. |
| Compliance | | | CO-02.7 | Are the results of internal and external audits available to tenants at their request? | No, due to the sensitive nature of this information. However, result summaries and remediation plans are available for client review. |
| Compliance | Third Party Audits | CO-03 | CO-03.1 | Do you permit tenants to perform independent vulnerability assessments? | No. Due to the instability this may cause in shared tenant environment, this activity is carefully planned and coordinated by Accela. |
| Compliance | | | CO-03.2 | Do you have (describe/explain/attach/embed associated documents) external third-party conduct vulnerability scans and periodic penetration tests on your applications and networks? | Yes. Pentetration tests, that include assessing the infrastructure and application, are completed bi-annually. Vulnerability scans are completed monthly. |
| Compliance | Contact / Authority Maintenance | CO-04 | CO-04.1 | Do you maintain liaisons and points of contact with local authorities in accordance with contracts and appropriate regulations? | Yes. Accela maintains contact with various parties associated with NIST 800-53, PCI-DSS and SSAE 16 compliance regulations. |
| Compliance | Information System Regulatory Mapping | CO-05 | CO-05.1 | Do you have (describe/explain/attach/embed associated documents) the ability to logically segment or encrypt customer data such that data may be produced for a single tenant only, without inadvertently accessing another tenant's data? | Yes. Tenants are logically segmented at the database attribute level. |

| | | | | | |
|------------------------|-------------------------|-------|---------|---|--|
| | | | | | |
| | | | CO-05.2 | Do you have (describe/explain/attach/embed associated documents) capability to logically segment and recover data for specific customer in the case of a failure or data loss? | Yes. Tenants are logically segmented at the database attribute level. Procedures are in place for tenant data restoration. |
| Compliance | Intellectual Property | CO-06 | CO-06.1 | Do you have (describe/explain/attach/embed associated documents) policies and procedures in place describing what controls you have in place to protect tenants intellectual property? | Yes. Accela has several policies that address confidentiality, integrity and availability of client data. |
| Compliance | Intellectual Property | CO-07 | CO-07.1 | If utilization of tenants services housed in the cloud is mined for cloud provider benefit, are the tenants IP rights preserved? | Accela does not mine client data. |
| Compliance | Intellectual Property | CO-08 | CO-08.1 | If utilization of tenants services housed in the cloud is mined for cloud provider benefit, do you provide (describe/explain/attach/embed associated documents) tenants the ability to opt-out? | Accela does not mine client data. |
| Data Governance | | | | | |
| Data Governance | Ownership / Stewardship | DG-01 | DG-01.1 | Do you follow (describe/explain/attach/embed associated documents) a structured data-labeling standard (ex. ISO 15489, Oasis XML Catalog Specification, CSA data type guidance)? | Yes. Accela enforces policies and standards that comply with NIST 800-53, Media Protection (MP) security controls. |

| | | | | | |
|-----------------|---------------------------------------|-------|---------|---|---|
| | | | | | |
| Data Governance | Classification | DG-02 | DG-02.1 | Do you provide (describe/explain/attach/embed associated documents) a capability to identify virtual machines via policy tags/metadata (ex. Tags can be used to limit guest operating systems from booting/instantiating/transporting data in the wrong country, etc.)? | No, however, platform instantiation is carefully managed and monitored. |
| Data Governance | | | DG-02.2 | Do you provide (describe/explain/attach/embed associated documents) a capability to identify hardware via policy tags/metadata/hardware tags (ex. TXT/TPM, VN-Tag, etc.)? | Yes. All hardware is tracked as part of asset management. |
| Data Governance | | | DG-02.3 | Do you have (describe/explain/attach/embed associated documents) a capability to use system geographic location as an authentication factor? | No. |
| Data Governance | | | DG-02.4 | Can you provide (describe/explain/attach/embed associated documents) the physical location/geography of storage of a tenant's data upon request? | Yes. All data is housed in the continental United States in either our East or West Coast data centers. |
| Data Governance | | | DG-02.5 | Do you allow (describe/explain/attach/embed associated documents) tenants to define acceptable geographical locations for data routing or resource instantiation? | No. Accela carefully selects geographical locations for services and data based on numerous factors, including throughput associated with physical distance and client load patterns. |
| Data Governance | Handling / Labeling / Security Policy | DG-03 | DG-03.1 | Are Policies and procedures established for labeling, handling and security of data and objects, which contain data? | Yes. Accela enforces policies and standards that comply with NIST 800-53, Media Protection (MP) security controls. |

| | | | | | |
|-----------------|------------------|-------|---------|---|---|
| | | | | | |
| Data Governance | | | DG-03.2 | Are mechanisms for label inheritance implemented for objects that act as aggregate containers for data? | <p>Applications do not use data labeling.</p> <p>Although Public or private/sensitive data are implied during system implementation/configuration, it is which controlled by access rights.</p> <p>At the application level, 'sensitive data' is managed by leveraging hashing & encryption algorithms.</p> <p>No labeling is used at the database level.</p> |
| Data Governance | Retention Policy | DG-04 | DG-04.1 | Do you have (describe/explain/attach/embed associated documents) technical control capabilities to enforce tenant data retention policies? | <p>Accela does not delete or archive client data. Clients have the capability, via the user interface or a special Services request, to delete and archive data.</p> <p>Yes. Accela does not grant requests for client data from 3rd parties or governments unless required by written subpoena.</p> |
| Data Governance | | | DG-04.2 | Do you have (describe/explain/attach/embed associated documents) a documented procedure for responding to requests for tenant data from governments or third parties? | |
| Data Governance | Secure Disposal | DG-05 | DG-05.1 | Do you support (describe/explain/attach/embed associated documents) secure deletion (ex. degaussing / cryptographic wiping) of archived data as determined by the tenant? | <p>Data is deleted but no extra steps to wipe slack space are taken. That data is reclaimed and used by other DB segments as part of normal processing.</p> <p>Data is deleted but no extra steps to wipe slack space are taken. That data is reclaimed and used by other DB segments as part of normal processing.</p> |
| Data Governance | | | DG-05.2 | Can you provide (describe/explain/attach/embed associated documents) a published procedure for exiting the service arrangement, including assurance to sanitize all computing resources of tenant data once a customer has exited your environment or has vacated a resource? | |

| | | | | | |
|-----------------|---------------------|-------|---------|---|---|
| Data Governance | Nonproduction Data | DG-06 | DG-06.1 | Do you have (describe/explain/attach/embed associated documents) procedures in place to ensure production data shall not be replicated or used in non-production environments? | Yes. Accela has policies in place prohibiting the exporting of production data to non-production environments with the exception of using sanitized production data for testing and troubleshooting purposes. |
| Data Governance | Information Leakage | DG-07 | DG-07.1 | Do you have (describe/explain/attach/embed associated documents) controls in place to prevent data leakage or intentional/accidental compromise between tenants in a multi-tenant environment? | Yes. |
| Data Governance | | | DG-07.2 | Do you have (describe/explain/attach/embed associated documents) a Data Loss Prevention (DLP) or extrusion prevention solution in place for all systems which interface with your cloud service offering? | |
| Data Governance | Risk Assessments | DG-08 | DG-08.1 | Do you provide (describe/explain/attach/embed associated documents) security control health data in order to allow tenants to implement industry standard Continuous Monitoring (which allows continual tenant validation of your physical and logical control status?) | Security & Compliance control status information is available to all clients upon request. |

Facility Security

| | | | | | |
|-------------------|---------------------------|-------|---------|--|---|
| Facility Security | Policy | FS-01 | FS-01.1 | Can you provide (describe/explain/attach/embed associated documents) evidence that policies and procedures have been established for maintaining a safe and secure working environment in offices, rooms, facilities and secure areas? | Yes. Accela enforces policies and standards that comply with the NIST 800-53 family of controls. |
| Facility Security | User Access | FS-02 | FS-02.1 | Pursuant to local laws, regulations, ethics and contractual constraints are all employment candidates, contractors and third parties subject to background verification? | Yes. Per Accela Background Check policy, background checks are conducted on all permanent employees and contractors. |
| Facility Security | Controlled Access Points | FS-03 | FS-03.1 | Are physical security perimeters (fences, walls, barriers, guards, gates, electronic surveillance, physical authentication mechanisms, reception desks and security patrols) implemented? | Yes. All data centers and work areas have standard physical controls in place. Data centers comply with SSAE 16 compliance. |
| Facility Security | Secure Area Authorization | FS-04 | FS-04.1 | Do you allow (describe/explain/attach/embed associated documents) tenants to specify which of your geographic locations their data is allowed to traverse into/out of (to address legal jurisdictional considerations based on where data is stored vs. accessed)? | No. Accela carefully selects geographical locations for services and data based on numerous factors, including throughput associated with physical distance and client-load patterns. |

| | | | | | |
|--------------------------|----------------------------|-------|---------|--|--|
| Facility Security | Unauthorized Persons Entry | FS-05 | FS-05.1 | Are ingress and egress points such as service areas and other points where unauthorized personnel may enter the premises monitored, controlled and isolated from data storage and process? | Yes. Accela enforces policies and standards that comply with the NIST 800-53 family of controls. |
| Facility Security | Offsite Authorization | FS-06 | FS-06.1 | Do you provide (describe/explain/attach/embed associated documents) tenants with documentation that describes scenarios where data may be moved from one physical location to another? (ex. Offsite backups, business continuity failovers, replication) | Yes. Accela enforces policies and standards that comply with NIST 800-53, Physical and Environmental Protection (PE) security controls. |
| Facility Security | Offsite equipment | FS-07 | FS-07.1 | Do you provide (describe/explain/attach/embed associated documents) tenants with documentation describing your policies and procedures governing asset management and repurposing of equipment? | Yes. Accela enforces policies and standards that comply with NIST 800-53, Media Protection (MP) security controls. |
| Facility Security | Asset Management | FS-08 | FS-08.1 | Do you maintain a complete inventory of all of your critical assets, which includes ownership of the asset? | Yes All critical assets are maintained in the Configuration Management Database (CMDB) and updated through the use of Accela's Change Managemeent process. |
| Facility Security | | | FS-08.2 | Do you maintain a complete inventory of all of your critical supplier relationships? | Yes. Our contract management function maintains this list. |
| Human Resources Security | | | | | |
| Human Resources Security | Background Screening | HR-01 | HR-01.1 | Pursuant to local laws, regulations, ethics and contractual constraints are all employment candidates, contractors and third parties subject to background verification? What is checked during the background verification? | Yes. Per Accela Background Check policy, background checks are conducted on all permanent employees and contractors. |
| | Employment Agreements | HR-02 | HR-02.1 | Do you specifically train your employees regarding their role vs. | Yes. All Accela employees are required to participate in required, annual Security and Compliance awareness classes. |

| | | | | | |
|-----------------------------|----------------------------------|-------|---------|---|--|
| Human Resources Security | | | | the tenant's role in providing information security controls? | Yes. This is systematically captured in our centralized training system. |
| | | | HR-02.2 | Do you document employee acknowledgment of training they have completed? | |
| Human Resources Security | Employment Termination | HR-03 | HR-03.1 | Are Roles and responsibilities for following performing employment termination or change in employment procedures assigned, documented and communicated? | Yes. |
| Information Security | | | | | |
| Information Security | Management Program | IS-01 | IS-01.1 | Do you provide (describe/explain/attach/embed associated documents) tenants with documentation describing your Information Security Management Program (ISMP)? | Yes. Various security and compliance artifacts, including security control status, Plan of Action and Milestones (POAM), and various types of compliance reports or attestation of compliance (AOC) are available upon request |
| Information Security | Management Support / Involvement | IS-02 | IS-02.1 | Are policies (describe/explain/attach/embed associated documents) in place to ensure executive and line management take formal action to support information security through clear documented direction, commitment, explicit assignment and verification of assignment execution? | Yes. Accela publishes and maintains and Information Technology and Security Standards documentation that is distributed to all applicable team members. Executive management reviews and approves security and compliance roadmaps and POAMS. |
| Information Security | Policy | IS-03 | IS-03.1 | Do your information security and privacy policies align with particular | Yes. They are aligned with NIST 800-53, PCI and SSAE 16 controls. |

| | | | | | |
|----------------------|-----------------------|-------|---------|---|---|
| | | | | industry standards (ISO-27001, ISO-22307, CoBIT, etc.)? | Yes. Accela has Interconnect Agreements in place. |
| | | | IS-03.2 | Do you have (describe/explain/attach/embed associated documents) agreements, which ensure your providers adhere to your information security and privacy policies? | |
| | | | IS-03.3 | Can you provide (describe/explain/attach/embed associated documents) evidence of due diligence mapping of your controls, architecture and processes to regulations and/or standards? | |
| Information Security | Baseline Requirements | IS-04 | IS-04.1 | Do you have (describe/explain/attach/embed associated documents) documented information security baselines for every component of your infrastructure (ex. Hypervisors, operating systems, routers, DNS servers, etc.)? | Yes. Baselines are documented for critical components. These baselines are reviewed and potentially adjusted annually. |
| Information Security | | | IS-04.2 | Do you have (describe/explain/attach/embed associated documents) a capability to continuously monitor and report the compliance of your infrastructure against your information security baselines? | Yes. Accela's internal audit function regularly audits security controls and reports results, which consequently transition into a Plan of Action and Milestone (POAM). |
| Information Security | | | IS-04.3 | Do you allow (describe/explain/attach/embed associated documents) your clients to provide their own trusted virtual machine image to ensure conformance to their own internal standards? | No. |
| Information Security | Policy Reviews | IS-05 | IS-05.1 | Do you notify your tenants when you make material changes to your information security and/or privacy policies? | No. However, Accela's security and compliance status are readily available for client review. |

| | | | | | |
|----------------------|--------------------|-------|---------|--|--|
| Information Security | Policy Enforcement | IS-06 | IS-06.1 | Is a formal disciplinary or sanction policy established for employees who have violated security policies and procedures? | Yes. This is specifically managed Human Resources and the resource manager. |
| Information Security | | | IS-06.2 | Are employees made aware of what action might be taken in the event of a violation and stated as such in the policies and procedures? | |
| Information Security | User Access Policy | IS-07 | IS-07.1 | Do you have (describe/explain/attach/embed associated documents) controls in place ensuring timely removal of systems access, which is no longer required for business purposes? | Yes. Accela enforces policies and standards that comply with NIST 800-53, Access Control (AC) security controls. |
| Information Security | | | IS-07.2 | Do you provide (describe/explain/attach/embed associated documents) metrics that track the speed with which you are able to remove systems access which is no longer required for business purposes? | |

| | | | | | |
|----------------------|---|-------|---------|--|---|
| Information Security | User Access Restriction / Authorization | IS-08 | IS-08.1 | Do you document how you grant and approve access to tenant data? | Internal access requests from Accela team members is reviewed through the use of the change management process and explicit approval is required by the Change Management Review Board (CMRB). All change management activity is recorded using an enterprise change management tool. |
| Information Security | | | IS-08.2 | Do you have (describe/explain/attach/embed associated documents) a method of aligning provider and tenant data classification methodologies for access control purposes? | |
| Information Security | User Access Revocation | IS-09 | IS-09.1 | Is timely de-provisioning, revocation or modification of user access to the organizations systems, information assets and data implemented upon any change in status of employees, contractors, customers, business partners or third parties? | Yes. Timely deactivation of accounts is governed by policy. |
| Information Security | | | IS-09.2 | Is any change in status intended to include termination of employment, contract or agreement, change of employment or transfer within the organization? | |
| Information Security | User Access Reviews | IS-10 | IS-10.1 | Do you require at least annual certification of entitlements for all system users and administrators | Yes. Accela adhered to bi-annual and annual policy, procedure and standards review, which includes entitlements. |

| | | | | | |
|----------------------|-----------------------------------|-------|---------|---|--|
| | | | | (exclusive of users maintained by your tenants)? | Yes. The incident and change management processes are used. |
| Information Security | | | IS-10.2 | If users are found to have inappropriate entitlements, are all remediation and certification actions recorded? | Yes. |
| Information Security | | | IS-10.3 | Will you share user entitlement remediation and certification reports with your tenants, if inappropriate access may have been allowed to tenant data? | |
| Information Security | Training / Awareness | IS-11 | IS-11.1 | Do you provide (describe/explain/attach/embed associated documents) or make available a formal security awareness training program for cloud-related access and data management issues (i.e., multi-tenancy, nationality, cloud delivery model segregation of duties implications, and conflicts of interest) for all persons with access to tenant data? | Yes. All Accela employees are required to participate in required, annual Security and Compliance awareness classes. |
| Information Security | | | IS-11.2 | Are administrators and data stewards properly educated on their legal responsibilities with regard to security and data integrity? | |
| Information Security | Industry Knowledge / Benchmarking | IS-12 | IS-12.1 | Do you participate in industry groups and professional associations related to information security? | Yes. Some of the groups Accela is associated with are ISACA, (ISC) ² , NIST, US-Cert. |
| | | | IS-12.2 | Do you benchmark your security controls against industry standards? | Yes. NIST 800-53 and PCI are reviewed on a continuous basis by our internal audit team for compliance. External audits are conducted annually. |
| Information Security | Roles / Responsibilities | IS-13 | IS-13.1 | Do you provide (describe/explain/attach/embed associated documents) tenants with a role definition document clarifying your administrative responsibilities vs. those of the tenant? | Yes. |

| | | | | | |
|----------------------|-----------------------|-------|---------|---|--|
| Information Security | Management Oversight | IS-14 | IS-14.1 | Are Managers responsible for maintaining awareness of and complying with security policies, procedures and standards that are relevant to their area of responsibility? | Yes. Security policies and procedures are reviewed annually with managers. Managers are expected to disseminate relevant information to staff. |
| Information Security | Segregation of Duties | IS-15 | IS-15.1 | Do you provide (describe/explain/attach/embed associated documents) tenants with documentation on how you maintain segregation of duties within your cloud service offering? | Yes. Information is available upon request. |
| Information Security | User Responsibility | IS-16 | IS-16.1 | How are users made aware of their responsibilities for maintaining awareness and compliance with published security policies, procedures, standards and applicable regulatory requirements? | Accela uses the Security and Compliance awareness program to achieve this goal. Additionally, meetings are held on as needed basis to review policies with stakeholders, especially if material changes have been made to these documents. |
| Information Security | | | IS-16.2 | How are users made aware of their responsibilities for maintaining a safe and secure working environment? | Accela uses the Security and Compliance awareness program to achieve this goal. |
| Information Security | | | IS-16.3 | How are users made aware of their responsibilities for leaving unattended equipment in a secure manner? | Accela communicates these requirements through the on-boarding process and is governed by security policies. |
| Information Security | Workspace | IS-17 | IS-17.1 | Do your data management policies and procedures address tenant and service level conflicts of interests? | Although this is not explicitly addressed within our policies, however, Accela is committed to remediating any SLA/service conflicts with our clients. To date, this has not been an area of contention or conflict with our clients. |
| Information Security | | | IS-17.2 | Do your data management policies and procedures include a tamper audit or software integrity function for unauthorized access to tenant data? | Yes. Data integrity algorithms are enforced. Log activity is also monitored on a periodic basis. |
| Information Security | | | IS-17.3 | Does the virtual machine management infrastructure include a tamper audit or software integrity function to detect changes to the | Yes. Baselines are defined and used to detect changes to the build/configuration of the VM's |

| | | | | | |
|----------------------|----------------------------------|-------|---------|---|--|
| | | | | build/configuration of the virtual machine? | |
| Information Security | Encryption | IS-18 | IS-18.1 | Do you have (describe/explain/attach/embed associated documents) a capability to allow creation of unique encryption keys per tenant? | Encryption keys are not unique per tenant. |
| Information Security | | | IS-18.2 | Do you support (describe/explain/attach/embed associated documents) tenant generated encryption keys or permit tenants to encrypt data to an identity without access to a public key certificate. (E.g. Identity based encryption)? | No. This is not practical in a multi-tenant environment with shared data stores. |
| Information Security | Encryption Key Management | IS-19 | IS-19.1 | Do you encrypt tenant data at rest (on disk/storage) within your environment? | Yes. Data at rest and in transit are encrypted. |
| Information Security | | | IS-19.2 | Do you leverage encryption to protect data and virtual machine images during transport across and between networks and hypervisor instances? | Yes. |
| Information Security | | | IS-19.3 | Do you have (describe/explain/attach/embed associated documents) a capability to manage encryption keys on behalf of tenants? | Yes. |
| Information Security | | | IS-19.4 | Do you maintain key management procedures? | Yes. This is integrated into Accela Information Technology and Security Standards. |
| Information Security | Vulnerability / Patch Management | IS-20 | IS-21.1 | Do you conduct (describe/explain/attach/embed associated documents) network-layer vulnerability scans regularly as prescribed by industry best practices? | Yes. This is conducted on a monthly basis. |
| Information Security | | | IS-20.2 | Do you conduct (describe/explain/attach/embed associated documents) application-layer vulnerability scans regularly as | Yes. This is conducted on an annual basis or as deemed necessary due to significant changes. |

| | | | | | |
|----------------------|--------------------------------|-------|---------|---|---|
| | | | | prescribed by industry best practices? | |
| Information Security | | | IS-20.3 | Do you conduct (describe/explain/attach/embed associated documents) local operating system-layer vulnerability scans regularly as prescribed by industry best practices? | Yes. This is conducted on a monthly basis. |
| Information Security | | | IS-20.4 | Will you make the results of vulnerability scans available to tenants at their request? | High-level summary of findings, along with general remediation plans may be made available to tenants upon request. Detailed vulnerability scan and penetration test results are general not available due to the sensitive nature of this information. |
| Information Security | | | IS-20.5 | Do you have (describe/explain/attach/embed associated documents) a capability to rapidly patch vulnerabilities across all of your computing devices, applications, and systems? | |
| Information Security | | | IS-20.6 | Will you provide your risk-based systems patching timeframes to your tenants upon request? | |
| Information Security | Antivirus / Malicious Software | IS-21 | IS-21.1 | Do you have (describe/explain/attach/embed associated documents) anti-malware programs installed on all systems that support your cloud service offerings? | Yes. These programs are updated on a regular basis. |
| Information Security | | | IS-21.2 | Do you ensure that security threat detection systems that use signatures, lists, or behavioral patterns are updated across all infrastructure components within industry accepted timeframes? | Accela has IDS capabilities deployed in a limited fashion. Accela's IDS capabilities is currently under review. The goal is to define an enterprise strategy across all data centers., m. |
| Information Security | Incident Management | IS-22 | IS-22.1 | Do you have (describe/explain/attach/embed associated documents) a documented security incident response plan? | Yes. Accela enforces policies and standards that comply with NIST 800-53, Incident Response (IR) security controls. |

| | | | | | |
|----------------------|-------------------------------------|-------|---------|--|--|
| Information Security | | | IS-22.2 | Do you integrate customized tenant requirements into your security incident response plans? | Accela is committed to continuous improvement of the IR processes and welcomes client feedback that may be incorporated as enterprise standards. |
| Information Security | | | IS-22.3 | Do you publish a roles and responsibilities document specifying what you vs. your tenants are responsible for during security incidents? | Tennant responsibilities are not included yet. This will be considered in the roles and responsibilities section of a future version of the IR policy. |
| Information Security | Incident Reporting | IS-23 | IS-23.1 | Does your security information and event management (SIEM) system merge data sources (app logs, firewall logs, IDS logs, physical access logs, etc.) for granular analysis and alerting? | Yes. BI tools are used against the merged results to conduct analysis and generate trending data. |
| Information Security | | | IS-23.2 | Does your logging and monitoring framework allow isolation of an incident to specific tenants? | Yes. |
| Information Security | Incident Response Legal Preparation | IS-24 | IS-24.1 | Does your incident response plan comply with industry standards for legally admissible chain-of-custody management processes & controls? | Yes. Accela enforces policies and standards that comply with NIST 800-53, Incident Response (IR) security controls. |
| Information Security | | | IS-24.2 | Does your incident response capability include the use of legally admissible forensic data collection and analysis techniques? | Yes. |
| Information Security | | | IS-24.3 | Are you capable of supporting litigation holds (freeze of data from a specific point in time) for a specific tenant without freezing other tenant data? | Yes. Point in time archives may be completed for this purpose. |
| Information Security | | | IS-24.4 | Do you enforce and attest to tenant data separation when producing data in response to legal subpoenas? | Yes. Tenant data separation is accomplished through the use of logical controls. |
| Information Security | Incident Response Metrics | IS-25 | IS-25.1 | Do you monitor and quantify the types, volumes, and impacts on all information security incidents? | Yes. The IR lifecycle includes, identification, validation, impact analysis and after-incident debriefs. |
| Information Security | | | IS-25.2 | Will you share statistical information security incident data with your tenants upon request? | Yes. |

| | | | | | |
|----------------------|-------------------------|-------|---------|---|--|
| Information Security | Acceptable Use | IS-26 | IS-26.1 | Do you provide (describe/explain/attach/embed associated documents) documentation regarding how you may utilize or access tenant data and/or metadata? | Yes. Accela discloses how it uses tenant data. Tennat data is not sold or shared with external entities unles required by law. |
| Information Security | | | IS-26.2 | Do you collect or create metadata about tenant data usage through the use of inspection technologies (search engines, etc.)? | Yes. This is mainly done to help with product and feature roadmaps. |
| Information Security | | | IS-26.3 | Do you allow (describe/explain/attach/embed associated documents) tenants to opt-out of having their data/metadata accessed via inspection technologies? | No, since this is performed strictly for Accela-internal use and to help improve the product. |
| Information Security | Asset Returns | IS-27 | IS-27.1 | Are systems in place to monitor for privacy breaches and notify tenants expeditiously if a privacy event may have affected their data? | Yes. |
| Information Security | | | IS-27.2 | Is your Privacy Policy aligned with industry standards? What standards are they aligned to? | Yes. Nist 800-53 security and privacy controls. |
| Information Security | e-commerce Transactions | IS-28 | IS-28.1 | Do you provide (describe/explain/attach/embed associated documents) open encryption methodologies (3.4ES, AES, etc.) to tenants in order for them to protect their data if it is required to traverse public networks? (ex. the Internet) | Yes. |

| | | | | | |
|----------------------|---|-------|---------|---|---|
| Information Security | | | IS-28.2 | Do you utilize open encryption methodologies any time your infrastructure components need to communicate to each other over public networks (ex. Internet-based replication of data from one environment to another)? | Yes. |
| Information Security | Audit Tools Access | IS-29 | IS-29.1 | Do you restrict, log, and monitor access to your information security management systems? (Ex. Hypervisors, firewalls, vulnerability scanners, network sniffers, APIs, etc.) | Yes. Only select roles are granted access to these coponents. |
| Information Security | Diagnostic / Configuration Ports Access | IS-30 | IS-30.1 | Do you utilize dedicated secure networks to provide management access to your cloud service infrastructure? | Yes. |
| Information Security | Network / Infrastructure Services | IS-31 | IS-31.1 | Do you collect capacity and utilization data for all relevant components of your cloud service offering? | Yes. Capacity planning and utilization reports are internally monitored to provide clients with adequate support and resources. This information may be made available upon request. |
| Information Security | | | IS-31.2 | Do you provide (describe/explain/attach/embed associated documents) tenants with capacity planning and utilization reports? | |

| | | | | | |
|----------------------|--------------------------------|-------|---------|---|---|
| Information Security | Portable / Mobile Devices | IS-32 | IS-32.1 | Are policies (describe/explain/attach/embed associated documents) and procedures established and measures implemented to strictly limit access to sensitive data from portable and mobile devices, such as laptops, cell phones, and personal digital assistants (PDAs), which are generally higher-risk than non-portable devices (e.g., desktop computers at the provider organization's facilities)? | Yes. Accela enforces policies and standards that comply with NIST 800-53, Media Protection (MP) security controls. |
| Information Security | Source Code Access Restriction | IS-33 | IS-33.1 | Are controls in place to prevent unauthorized access to your application, program or object source code, and assure it is restricted to authorized personnel only? | Yes. Access control is role based and carefully monitored. Access rights are audited on a periodic basis. |
| Information Security | | | IS-33.2 | Are controls in place to prevent unauthorized access to tenant application, program or object source code, and assure it is restricted to authorized personnel only? | Yes. Access control is role based and carefully monitored. Access rights are audited on a periodic basis. |
| Information Security | Utility Programs Access | IS-34 | IS-34.1 | Are utilities that can significantly manage virtualized partitions (ex. shutdown, clone, etc.) appropriately restricted and monitored? | Yes. Access control is role based and carefully monitored. Access rights are audited on a periodic basis. |
| Information Security | | | IS-34.2 | Do you have (describe/explain/attach/embed associated documents) a capability to detect attacks which target the virtual infrastructure directly (ex. shimmying, Blue Pill, Hyper jumping, etc.)? | The virtual infrastructure is not a component of the presentation layer. ESXi firewalls are in place with limited open ports. ESXi 6 hardening methods are generally used which serve as preventative measures against threats such as "blue pill". |

| | | | | | |
|-----------------------|--------------------------|-------|---------|--|---|
| Information Security | | | IS-34.3 | Are attacks that target the virtual infrastructure prevented with technical controls? | Yes. |
| Legal | | | | | |
| Legal | Nondisclosure Agreements | LG-01 | LG-01.1 | Are requirements for non-disclosure or confidentiality agreements reflecting the organization's needs for the protection of data and operational details identified, documented and reviewed at planned intervals? | Yes, these items are documented and reviewed on planned intervals. |
| Legal | Third Party Agreements | LG-02 | LG-02.1 | Do you select and monitor outsourced providers to verify that they comply with laws in the country where the data is processed and stored and transmitted? | Legal places requirements in contracts that are passed through for these types of data issues, and our provides comply. |
| Legal | | | LG-02.2 | Do you select and monitor outsourced providers in compliance with laws in the country where the data originates? | Yes, we address for Canada and the United States. The Mideast and SOPAC are managed separately. |
| Legal | | | LG-02.3 | Does legal counsel review all third party agreements? | Yes, legal reviews. |
| Operations Management | | | | | |
| Operations Management | Policy | OP-01 | OP-01.1 | Are policies (describe/explain/attach/embed associated documents) and procedures established and made available for all personnel to adequately support services operations roles? | Yes. Polcies and standards are periodically reviewed with personnel and are also made available post-review. |

| | | | | | |
|-----------------------|------------------------------|-------|---------|--|--|
| Operations Management | Documentation | OP-02 | OP-02.1 | Are Information system documentation (e.g., administrator and user guides, architecture diagrams, etc.) made available to authorized personnel to ensure configuring, installing, and operating the information system is completed and performed correctly? | Yes. System documentation is periodically reviewed with personnel and are also made available post-review. Security baselines have been established and incorporated into Information Technology and Security standards. |
| Operations Management | Capacity / Resource Planning | OP-03 | OP-03.1 | Do you provide (describe/explain/attach/embed associated documents) documentation regarding what levels of system (network, storage, memory, I/O, etc.) oversubscription you maintain and under what circumstances/scenarios? | No. |
| Operations Management | | | OP-03.2 | Do you restrict use of the memory oversubscription capabilities present in the hypervisor? | Yes, however, these limits are usually not reached. |
| Operations Management | Equipment Maintenance | OP-04 | OP-04.1 | If using virtual infrastructure, does your cloud solution include hardware independent restore and recovery capabilities? | Yes. |
| Operations Management | | | OP-04.2 | If using virtual infrastructure, Do you provide (describe/explain/attach/embed associated documents) tenants with a capability to restore a Virtual Machine to a previous state in time? | Tenant data may be restored to particular point in time. |
| Operations Management | | | OP-04.3 | If using virtual infrastructure, Do you allow (describe/explain/attach/embed associated documents) virtual | No. This is shared environment with multiple tenants. |

| | | | | | |
|------------------------|-------------|-------|---------|---|---|
| | | | | machine images to be downloaded and ported to a new cloud provider? | |
| Operations Management | | | OP-04.4 | If using virtual infrastructure, are machine images made available to the customer in a way that would allow the customer to replicate those images in their own off-site storage location? | No. |
| Operations Management | | | OP-04.5 | Does your cloud solution include software / provider independent restore and recovery capabilities? | Yes. |
| Risk Management | | | | | |
| Risk Management | Program | RI-01 | RI-01.1 | Is your organization insured by a 3rd party for losses? | |
| Risk Management | | | RI-01.2 | Do your organization's service level agreements provide tenant remuneration for losses they may incur due to outages or losses experienced within your infrastructure? | We do provide downtime credits for unplanned unavailability for Subscription/Hosting per those standard agreements. |
| Risk Management | Assessments | RI-02 | RI-02.1 | Are formal risk assessments aligned with the enterprise-wide framework and performed at least annually, or at planned intervals, determining the likelihood and impact of all identified risks, using qualitative and quantitative methods? | Yes. Risk assesmenst are conducted in tandem with internal, external audits. |
| Risk Management | | | RI-02.2 | Is the likelihood and impact associated with inherent and residual risk determined independently, considering all risk categories (e.g., audit results, threat and vulnerability analysis, and regulatory compliance)? | Yes, but not using formal methods. |

| | | | | | |
|-----------------|----------------------------------|-------|---------|--|--|
| Risk Management | Mitigation / Acceptance | RI-03 | RI-03.1 | Are risks mitigated to acceptable levels based on company-established criteria in accordance with reasonable resolution time frames? | Yes. In areas where company-wide criteria is not pre-defined, management reviews risks on an as-needed basis. |
| | | RI-03 | RI-03.2 | Is remediation conducted at acceptable levels based on company-established criteria in accordance with reasonable time frames? | Yes. In areas where company-wide criteria is not pre-defined, management reviews remediation plans and residual risk on an as-needed basis. |
| Risk Management | Business / Policy Change Impacts | RI-04 | RI-04.1 | Do risk assessment results include updates to security policies, procedures, standards and controls to ensure they remain relevant and effective? | Risk assessments are evaluation and consequently, a remediation plan is developed and managed to completion. Annual reviews are conducted to maintain relevance with policies and standards. |
| Risk Management | Third Party Access | RI-05 | RI-05.1 | Do you provide (describe/explain/attach/embed associated documents) multi-failure disaster recovery capability? | Yes this is included in Accela's Business Continuity Plan (BCP). |
| | | | RI-05.2 | Do you monitor service continuity with upstream providers in the event of provider failure? | Accela works closely with service providers during and post incident activity. |
| | | | RI-05.3 | Do you have (describe/explain/attach/embed associated documents) more than one provider for each service you depend on? | Yes for infrastructure, critical components and services. |
| | | | RI-05.4 | Do you provide (describe/explain/attach/embed associated documents) access to operational redundancy and continuity summaries that include the services on which you depend? | Yes, upon request. |
| | | | RI-05.5 | Do you provide (describe/explain/attach/embed associated documents) the tenant the ability to declare a disaster? | No, however, the client may be a key stakeholder to validate a declaration of a disaster depending the extent, location and impact of such an event. |

| | | | | | |
|---------------------------|-------------------------------|-------|---------|---|---|
| | | | RI-05.6 | Do you provide (describe/explain/attach/embed associated documents) a tenant triggered failover option? | No. Failover options are managed by Accela personnel. |
| | | | RI-05.7 | Do you share your business continuity and redundancy plans with your tenants? | Yes upon request. |
| Release Management | | | | | |
| Release Management | New Development / Acquisition | RM-01 | RM-01.1 | Are policies (describe/explain/attach/embed associated documents) and procedures established for management authorization for development or acquisition of new applications, systems, databases, infrastructure, services, operations, and facilities? | Yes. Accela enforces policies and standards that comply with NIST 800-53, Service Acquisition (SA) security controls. |
| Release Management | Production Changes | RM-02 | RM-02.1 | Do you provide (describe/explain/attach/embed associated documents) tenants with documentation which describes your production change management procedures and their roles/rights/responsibilities within it? | Yes, upon request |
| Release Management | Quality Testing | RM-03 | RM-03.1 | Do you provide (describe/explain/attach/embed associated documents) your tenants with documentation which describes your quality assurance process? | Yes, upon request. |
| Release Management | Outsourced Development | RM-04 | RM-04.1 | Do you have (describe/explain/attach/embed associated documents) controls in place to ensure that standards of | Yes. They are available for review upon request. |

| | | | | | |
|--------------------|-------------------------------------|-------|---------|--|---|
| | | | | quality are being met for all software development? | Yes. Detailed code walk-throughs are part of our security review process. |
| Release Management | | | RM-04.2 | Do you have (describe/explain/attach/embed associated documents) controls in place to detect source code security defects for any outsourced software development activities? | |
| Release Management | Unauthorized Software Installations | RM-05 | RM-05.1 | Do you have (describe/explain/attach/embed associated documents) controls in place to restrict and monitor the installation of unauthorized software onto your systems? | Yes. This is governed by policy. Additionally, periodic review of software and system configurations (bi-annual and annual, depending on the subject area). |
| Resiliency | | | | | |
| Resiliency | Management Program | RS-01 | RS-01.1 | Are Policy, process and procedures defining business continuity and disaster recovery in place to minimize the impact of a realized risk event and properly communicated to tenants? | Yes. Accela has Business Continuity Process (BCP) and Disaster Recovery (DR) plans enforce. |
| Resiliency | Impact Analysis | RS-02 | RS-02.1 | Do you provide (describe/explain/attach/embed associated documents) tenants with ongoing visibility and reporting into your operational Service Level Agreement (SLA) performance? | Yes. This is available upon request. |
| Resiliency | | | RS-02.2 | Do you make standards-based information security metrics (CSA, CAMM, etc.) available to your tenants? | This capability is currently under development. |

| | | | | | |
|------------|------------------------------|-------|---------|---|---|
| Resiliency | | | RS-02.3 | Do you provide (describe/explain/attach/embed associated documents) customers with ongoing visibility and reporting into your SLA performance? | Yes. This is available upon request. |
| Resiliency | Business Continuity Planning | RS-03 | RS-03.1 | Do you provide (describe/explain/attach/embed associated documents) tenants with geographically resilient hosting options? | Yes. Accela has established a DR plan that includes a geographically, separate DR data center. |
| Resiliency | | | RS-03.2 | Do you provide (describe/explain/attach/embed associated documents) tenants with infrastructure service failover capability to other providers? | Accela manages all infrastructure failover capabilities, including ones associated with services provided by other providers. |
| Resiliency | Business Continuity Testing | RS-04 | RS-04.1 | Are business continuity plans subject to test at planned intervals or upon significant organizational or environmental changes to ensure continuing effectiveness? | Yes. Accela tests a variety of plans on an annual basis, including Incident Response and related plans such as BCP and DR. |
| Resiliency | Environmental Risks | RS-05 | RS-05.1 | Is physical protection against damage from natural causes and disasters as well as deliberate attacks anticipated, designed and countermeasures applied? | Yes. This is incorporated in Accela's Business Continuity Plan (BCP). |
| Resiliency | Equipment Location | RS-06 | RS-06.1 | Are any of your datacenters located in places which have a high probability/occurrence of high-impact environmental risks (floods, tornadoes, earthquakes, hurricanes, etc.)? | No. Accela has taken great care in selecting production and disaster recovery data centers. |

| | | | | | |
|------------|----------------------------|-------|---------|--|---|
| Resiliency | Equipment Power Failures | RS-07 | RS-07.1 | Are Security mechanisms and redundancies implemented to protect equipment from utility service outages (e.g., power failures, network disruptions, etc.)? | Yes. Comprehensive power redundancy is in place. |
| Resiliency | Power / Telecommunications | RS-08 | RS-08.1 | Do you provide (describe/explain/attach/embed associated documents) tenants with documentation showing the transport route of their data between your systems? | Not usually, however, this is an area that may be revisited especially in the context of a related incident. All network traffic is constrained to continental United States. |
| Resiliency | | | RS-08.2 | Can Tenants define how their data is transported and through which legal jurisdiction? | No. All network traffic is constrained to continental United States. |

Security Architecture

| | | | | | |
|-----------------------|------------------------------|-------|---------|---|--|
| Security Architecture | Customer Access Requirements | SA-01 | SA-01.1 | Are all identified security, contractual and regulatory requirements for customer access contractually addressed and remediated prior to granting customers access to data, assets and information systems? | Yes. |
| Security Architecture | User ID Credentials | SA-02 | SA-02.1 | Do you support (describe/explain/attach/embed associated documents) use of, or integration with, existing customer-based Single Sign On (SSO) solutions to your service? | Not at the moment, however, this is actively being pursued and it is on the product roadmap. |
| Security Architecture | | | SA-02.2 | Do you use open standards to delegate authentication capabilities to your tenants? | Yes. |
| Security Architecture | | | SA-02.3 | Do you support (describe/explain/attach/embed associated documents) identity federation standards (SAML, SPML, WS-Federation, etc.) as a means of authenticating/authorizing users? | Not at the moment, however, this is actively being pursued and it is on the product roadmap. |
| Security Architecture | | | SA-02.4 | Do you have (describe/explain/attach/embed associated documents) a Policy Enforcement Point capability (ex. | Accela uses Active Directory (AD). |

| | | | | | |
|-----------------------|---------------------------|-------|---------|--|---|
| | | | | XACML) to enforce regional legal and policy constraints on user access? | <p>Although role-based identity management is in place, it is not done systematically, yet.</p> <p>Not at the moment, however, this is actively being pursued and it is on the product roadmap.</p> |
| Security Architecture | | | SA-02.5 | Do you have (describe/explain/attach/embed associated documents) an identity management system in place which enables both role-based and context-based entitlement to data (enables classification of data for a tenant)? | Agency administrators can restrict users in the system to groups which have different levels of functionality and access. |
| Security Architecture | | | SA-02.6 | Do you provide (describe/explain/attach/embed associated documents) tenants with strong (multifactor) authentication options (digital certs, tokens, biometric, etc.) for user access? | Not in the hosted environment. |
| Security Architecture | | | SA-02.7 | Do you allow (describe/explain/attach/embed associated documents) tenants to use third party identity assurance services? | We don't have any in the hosted environment using this. SSO adapters in an on-premise setting may provide that depending on the use case. |
| Security Architecture | Data Security / Integrity | SA-03 | SA-03.1 | Is your Data Security Architecture designed using an industry standard? (ex. CDSA, MULITSAFE, CSA Trusted Cloud Architectural Standard, FedRAMP CAESARS) | We are working towards a FISMA (NIST 800-53) compliancy audit date 10/16. |

| | | | | | |
|-----------------------|---|-------|---------|--|--|
| Security Architecture | Application Security | SA-04 | SA-04.1 | Do you utilize industry standards (Build Security in Maturity Model [BSIMM] Benchmarks, Open Group ACS Trusted Technology Provider Framework, NIST, etc.) to build-in security for your Systems/Software Development Lifecycle (SDLC)? | We are working towards a FISMA (NIST800-53) compliancy audit date 10/16. |
| Security Architecture | | | SA-04.2 | Do you utilize an automated source-code analysis tool to detect code security defects prior to production? | HP Webinspect is used during the development process to detect issues. |
| Security Architecture | | | SA-04.3 | Do you verify that all of your software suppliers adhere to industry standards for Systems/Software Development Lifecycle (SDLC) security? | |
| Security Architecture | Data Integrity | SA-05 | SA-05.1 | Are data input and output integrity routines (i.e., reconciliation and edit checks) implemented for application interfaces and databases to prevent manual or systematic processing errors or corruption of data? | There is basic data input validation. Additionally, administrators can create custom expressions for other types of extended validation. |
| Security Architecture | Production / Nonproduction Environments | SA-06 | SA-06.1 | For your SaaS or PaaS offering, Do you provide (describe/explain/attach/embed associated documents) tenants with separate environments for production and test processes? | Yes, each tenant gets two other environments (support, test) along with production. |
| Security Architecture | | | SA-06.2 | For your IaaS offering, Do you provide (describe/explain/attach/embed associated documents) tenants with guidance on how to create suitable production and test environments? | Yes, our Customer Support and Services teams can help with these. |

| | | | | | |
|-----------------------|--|-------|---------|---|--|
| Security Architecture | Remote User Multifactor Authentication | SA-07 | SA-07.1 | Is multi-factor authentication required for all remote user access? | Yes |
| Security Architecture | Network Security | SA-08 | SA-08.1 | For your IaaS offering, Do you provide (describe/explain/attach/embed associated documents) customers with guidance on how to create a layered security architecture equivalence using your virtualized solution? | We can provide information on network communication for all endpoints such that the architecture can be built. |
| Security Architecture | Segmentation | SA-09 | SA-09.1 | Are system and network environments logically separated to ensure Business and customer security requirements? | Yes |
| Security Architecture | | | SA-09.2 | Are system and network environments logically separated to ensure compliance with legislative, regulatory, and contractual requirements? | Yes |
| Security Architecture | | | SA-09.3 | Are system and network environments logically separated to ensure separation of production and non-production environments? | Yes, production and non-production environments use their own independent resources. |

| | | | | | |
|-----------------------|-------------------|-------|---------|--|-----|
| Security Architecture | | | SA-09.4 | Are system and network environments logically separated to ensure protection and isolation of sensitive data? | Yes |
| Security Architecture | Wireless Security | SA-10 | SA-10.1 | Are policies (describe/explain/attach/embed associated documents), procedures established, and mechanisms implemented to protect network environment perimeter and configured to restrict unauthorized traffic? | Yes |
| Security Architecture | | | SA-10.2 | Are policies (describe/explain/attach/embed associated documents) and procedures established and mechanisms implemented to ensure proper security settings enabled with strong encryption for authentication and transmission, replacing vendor default settings? (e.g., encryption keys, passwords, SNMP community strings, etc.) | Yes |
| Security Architecture | | | SA-10.3 | Are policies (describe/explain/attach/embed associated documents) and procedures established and mechanisms implemented to protect network environments and detect the presence of unauthorized (rogue) | Yes |

| | | | | | |
|-----------------------|-------------------------------------|-------|---------|---|---|
| | | | | network devices for a timely disconnect from the network? | |
| Security Architecture | Shared Networks | SA-11 | SA-11.1 | Is access to systems with shared network infrastructure restricted to authorized personnel in accordance with security policies, procedures and standards? Networks shared with external entities shall have a documented plan detailing the compensating controls used to separate network traffic between organizations. Provide information about your plan. | Yes |
| Security Architecture | Clock Synchronization | SA-12 | SA-12.1 | Do you utilize a synchronized time-service protocol (ex. NTP) to ensure all systems have a common time reference? | Yes |
| Security Architecture | Equipment Identification | SA-13 | SA-13.1 | Is automated equipment identification used as a method of connection authentication to validate connection authentication integrity based on known equipment location? | No, equipment is not identified in an automated fashion. |
| Security Architecture | Audit Logging / Intrusion Detection | SA-14 | SA-14.1 | Are file integrity (host) and network intrusion detection (IDS) tools implemented to help facilitate timely detection, investigation by root cause analysis and response to incidents? | Yes |
| Security Architecture | | | SA-14.2 | Is Physical and logical user access to audit logs restricted to authorized personnel? | Yes |
| Security Architecture | | | SA-14.3 | Can you provide (describe/explain/attach/embed associated documents) evidence that due diligence mapping of regulations and standards to your | Yes, our System Security Plan, which is used within our NIST 800-53 controls for FISMA, is evidence of our due diligence in regards to security controls. |

| | | | | | |
|-----------------------|-------------|-------|---------|---|-----|
| | | | | controls/architecture/processes has been done? | |
| Security Architecture | Mobile Code | SA-15 | SA-15.1 | Is mobile code authorized before its installation and use? Is the code configuration checked to ensure that the authorized mobile code operates according to a clearly defined security policy? | Yes |
| Security Architecture | | | SA-15.2 | Is all unauthorized mobile code prevented from executing? | |

**AGREEMENT FOR THE PERFORMANCE OF SUBSCRIBED SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
ACCELA, INC.**

EXHIBIT H

ACCELA SUBSCRIPTION TERMS AND CONDITIONS

Version 52615a

1. As used herein, "Accela" refers to Accela, Inc. and "Customer" refers to the subscribing customer designated on the attached Order. Accela and Customer are collectively designated as the "Parties".
2. These Subscription Terms and Conditions ("Terms") are effective upon execution of the Order by Customer and are for the exclusive benefit of the Parties. Nothing herein will be construed to create any benefits, rights, or responsibilities in any other parties.
3. Customer's subscription term commences on the date set forth in the body of the Agreement.
4. Subscription terms are twelve (12) calendar months in duration. At the end of Customer's subscription term or, if a multi-term subscription is indicated on the Order, the last of Customer's subscription terms, Customer may renew subscription as set forth in the Agreement. The per-unit pricing during said additional term will be the same as the prior term's annual fees unless Accela notifies Customer otherwise not less than sixty (60) calendar days prior to the end of said prior term and Customer agrees to the change in pricing in writing. Any price increase will be effective at the start of the renewal term, subject to Customer's budget appropriations and approvals. No such price increase will exceed three percent (3%) of the prior term's annual pricing.
5. In exchange for its use of the Subscribed Services, Customer will pay to Accela the amounts indicated in the Order. Said amounts are based on services purchased and not actual usage; payment obligations are non-cancelable and fees paid are non-refundable, except as otherwise specifically-provided herein. Unless otherwise stated, such fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction ("Taxes"). Customer is responsible for paying all Taxes associated with its purchases hereunder. If Accela has the legal obligation to pay or collect Taxes for which Customer is responsible, the appropriate amount will be invoiced to and paid by Customer, unless Accela is provided with a valid tax exemption certificate authorized by the appropriate taxing authority. Accela is solely responsible for taxes assessable against it based on its income, property, employees, and as set forth in Section 8 of this Agreement.
6. The Subscribed Services are protected under the laws of the United States and the individual states and by international treaty provisions. Accela retains full ownership in the Subscribed Services and grants to Customer a limited, nonexclusive, nontransferable right to use the Subscribed Services, subject to the following terms and conditions: a) The Subscribed Services are provided for use only by Customer employees and to the extent of their duties for Customer, Customer's agents, contractors and officials; b) Customer may not make any form of derivative work from the Subscribed Services, although Customer is permitted to develop additional or alternative functionality for the Software using tools and/or techniques provided to Customer by Accela; c) Customer may not obscure, alter, or remove any confidentiality or proprietary rights notices; d) Customer may use the Subscribed Services only to process transactions relating to properties within both its own geographical and political boundaries and may not sell, rent, assign, lend, or

share any of its rights hereunder; e) Customer is responsible for all activities conducted using its user credentials and for its users' compliance with the provisions of these Terms; and f) All rights not expressly granted to Customer are retained by Accela. Accela will make the Subscribed Services available to Customer pursuant to these Terms during a subscription term. Customer agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Accela regarding future functionality or features.

7. Accela warrants that it has full power and authority to agree to these Terms and that, as of the effective date hereof, the Subscribed Services do not infringe on any existing intellectual property rights of any third party. If a third party claims that the Subscribed Services do infringe, Accela may, at its sole option, secure for Customer the right to continue using the Subscribed Services or modify the Subscribed Services so that these do not infringe. Accela will have the sole right to conduct the defense and will defend any legal action and conduct all negotiations for its settlement or compromise.

8. **WARRANTIES AND DISCLAIMERS**

- 8.1 Specifications. Accela shall be responsible for the acquisition and operation of all network support related to the services being provided. The technical and professional activities required for establishing, managing and maintaining the environments are the responsibilities of Accela. The system shall be available 24/7/365 (with agreed-upon maintenance downtime) and provide service to customer as defined in the SLC set forth in section 8.2 of this Exhibit. Subject to the limitations set forth below, Accela warrants that the Service will operate in all material respects in accordance with the Specifications. As Customer's sole and exclusive remedy and Accela's entire liability for any breach of the foregoing warranty, Accela will use commercially reasonable efforts to modify the Service so that it conforms to foregoing warranty.
- 8.2 Service Level Commitment. During the Subscription Period, Accela further warrants that the Service will meet the performance level specified in the Service Level Commitment, as made available by Accela in the Attachment A to Exhibit I. The Service Level Commitment sets forth Customer's sole and exclusive remedy for Accela's failure to achieve the stated Service performance level.
- 8.3 Disclaimers. EXCEPT AS EXPRESSLY PROVIDED HEREIN, ACCELA DOES NOT MAKE ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND ACCELA SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTIES ARISING OUT OF THE COURSE OF DEALING OR USAGE OF TRADE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. Accela will not be responsible to the extent failure of the Service to operate as warranted is caused by or results from: (i) any modification to the Service other than a Supported Modification; (ii) combination, operation or use of the Service with Customer's or a third party's applications, software or systems; (iii) abuse, willful misconduct or negligence by anyone other than Accela or Accela's designee; (iv) use of

the Service other than in accordance with the terms of this Agreement and/or the applicable Specifications and Accela documentation or (v) any of the SLC Exclusions (as defined in the Service Level Commitment).

8.4 **MUTUAL INDEMNIFICATION**

8.5 Indemnification by Customer. Customer will defend (or settle), indemnify and hold harmless Accela, its officers, directors, employees and subcontractors, from and against any liabilities, losses, damages and expenses, including court costs and reasonable attorneys' fees, arising out of or in connection with any third-party claim that: (i) a third party has suffered injury, damage or loss resulting from Customer's or any End User's use of the Service (other than any claim for which Accela is responsible under Section 7.2); or (ii) Customer or any End User has used the Service in a manner that violates these Terms or applicable law. Customer's obligations under this Section 7.1 are contingent upon: (a) Accela providing Customer with prompt written notice of such claim; (b) Accela providing reasonable cooperation to Customer, at Customer's expense, in defense and settlement of such claim; and (c) Customer having sole authority to defend or settle such claim.

8.6 Indemnification by Accela. Accela will defend (or settle) any suit or action brought against Customer to the extent that it is based upon a claim that the Service, as furnished by Accela hereunder, infringes or misappropriates the Intellectual Property Rights of any third party, and will pay any costs, damages and reasonable attorneys' fees attributable to such claim that are awarded against Customer. Accela's obligations under this Section 7.2 are contingent upon: (a) Customer providing Accela with prompt written notice of such claim; (b) Customer providing reasonable cooperation to Accela, at Accela's expense, in the defense and settlement of such claim; and (c) Accela having sole authority to defend or settle such claim. THIS SECTION 9.2 STATES THE ENTIRE OBLIGATION OF ACCELA AND ITS LICENSORS WITH RESPECT TO ANY ALLEGED OR ACTUAL INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS BY THE SERVICE. Accela will have no liability under this Section 9.2 to the extent that any third-party claims described herein are based on any combination of the Service with products, services, methods, or other elements not furnished by Accela, or any use of the Service in a manner that violates this Agreement or the instructions given to Customer by Accela.

8.7 Mitigation Measures. In the event that (i) any claim or potential claim covered by Section 9.2 arises or (ii) Accela's right to provide the Service is enjoined or in Accela's reasonable opinion is likely to be enjoined, Accela may, in its discretion, seek to mitigate the impact of such claim or injunction by obtaining the right to continue providing the Service, by replacing or modifying the Service to make it non-infringing, and/or by suspending or terminating Customer's use of the Service with reasonable notice to Customer. In the case of a suspension or termination pursuant to this Section 7.3, Accela will refund to Customer a portion of fees prepaid by Customer for the then-current Subscription period, prorated to the portion of that Subscription period that is affected by the suspension or termination).

- 9 **LIMITATIONS OF LIABILITY.** IN NO EVENT WILL ACCELA'S AGGREGATE LIABILITY TO CUSTOMER OR ANY THIRD PARTY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE SERVICE, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER HEREUNDER OR, WITH RESPECT TO ANY SINGLE INCIDENT, THE AMOUNT PAID BY CUSTOMER DURING THE SUBSCRIPTION PERIOD UNDER WHICH INCIDENT OCCURS.
- 9.1 Exclusion of Damages. NEITHER ACCELA NOR ANY OTHER PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICE WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY. THE FOREGOING EXCLUSIONS APPLY WHETHER OR NOT ACCELA HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, AND EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. NOTHING IN THESE TERMS EXCLUDES OR RESTRICTS THE LIABILITY OF EITHER PARTY FOR DEATH OR PERSONAL INJURY RESULTING FROM ITS NEGLIGENCE.
- 9.2 Security and Other Risks. Customer acknowledges that, notwithstanding security features of the Service, no product, hardware, software or service can provide a completely secure mechanism of electronic transmission or communication and that there are persons and entities, including enterprises, governments and quasi-governmental actors, as well as technologies, that may attempt to breach any electronic security measure. Subject only to its limited warranty obligations set forth in Section 6, Accela will have no liability for any security breach caused by any such persons, entities, or technologies.
- 9.3 Any Accela security patches for "Very High" and "High" severity level security risks will be available to customer and patched within thirty (30) days of patch availability. Accela defines a Very High severity level where the offending line or lines of code is a very serious weakness and is an easy target for an attacker. Accela defines High severity level where the offending line or lines of code have significant weakness.
- 9.4 Customer further acknowledges that the Service is not guaranteed to operate without interruptions, failures, or errors. If Customer or End Users use the Service in any application or environment where failure could cause personal injury, loss of life, or other substantial harm, Customer assumes any associated risks and will indemnify Accela and hold it harmless against those risks.

9.5 Data Breach Notification:

The service provider shall inform the Customer of any unauthorized and unlawful acquisition of unencrypted personal data ("Data Breach").

- a. Data Breach Response: The service provider may need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the contract. Discussing Data Breach with the Customer should be handled on an urgent as-needed basis, as part of service provider communication and mitigation processes as mutually agreed upon, defined by law or contained in the contract.
- b. Data Breach Reporting Requirements: If the service provider has actual knowledge of a confirmed Data Breach that affects the security of any Customer content that is subject to applicable Data Breach notification law, the service provider shall (1) promptly notify the appropriate Customer identified contact within 48 hours or sooner, unless shorter time is required by applicable law, and (2) take commercially reasonable measures to address the Data Breach.

9.6 Basis of Bargain. THE LIMITATIONS OF LIABILITY AND EXCLUSIONS OF DAMAGES SET FORTH IN THIS SECTION 10 ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN ACCELA AND CUSTOMER AND WILL APPLY TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW.

11. The following are not covered by these Terms, but may be separately available at rates and on terms which may vary from those described herein: a) Services required due to misuse of the Subscribed Services; b) Services required due to external factors including, but not necessarily limited to, Customer's use of software or hardware not authorized by Accela; or c) Services required to resolve or work-around conditions which cannot be reproduced in Accela's support environment.
12. Customer warrants that it owns or has been authorized to provide the data to Accela. Customer retains full ownership of said data and grants to Accela a limited, nonexclusive, nontransferable license to use said data only to perform Accela's obligations in accordance with these Terms.
13. Subject to the limitations of Section 6, Customer may authorize access to the Subscribed Services by creating unique user names and passwords ("Logins") up to the number of users indicated in the Order.
14. Each Login must be assigned to a single individual and may not be shared or used by more than one such user. Customer may reassign any Login to another individual, provided that such reassignments do not circumvent the "single individual" requirement described in this Section.

15. Customer acknowledges that transmissions and processing of Customer's electronic communications are fundamental to Customer's use of the Subscribed Services. Customer further acknowledges that portions of such transmissions and processing may occur within various computer networks not owned or operated by Accela. Customer agrees that Accela is not responsible for any delays, losses, alterations, interceptions, or storage of its electronic communications which occur in computer networks not owned or operated by Accela.
16. "Disclosing Party" and "Recipient" refer respectively to the party which discloses information and the party to which information is disclosed in a given exchange. Either Accela or Customer may be deemed Disclosing Party or Recipient depending on the circumstances of a particular communication or transfer of information. "Confidential Information" means all disclosed information relating in whole or in part to non-public data, proprietary data compilations, computer source codes, compiled or object codes, scripted programming statements, byte codes, or data codes, entity-relation or workflow diagrams, financial records or information, client records or information, organizational or personnel information, business plans, or works-in-progress, even where such works, when completed, would not necessarily comprise Confidential Information. The foregoing listing is not intended by the Parties to be comprehensive, and any information which Disclosing Party marks or otherwise designates as "Confidential" or "Proprietary" will be deemed and treated as Confidential Information. Information which qualifies as "Confidential Information" may be presented to Recipient in oral, written, graphic, and/or machine-readable formats. Regardless of presentation format, such information will be deemed and treated as Confidential Information. Notwithstanding, the following specific classes of information are not "Confidential Information" within the meaning of this Section: a) information which is in Recipient's possession prior to disclosure by Disclosing Party; b) information which is available to Recipient from a third party without violation of this Section or Disclosing Party's intellectual property rights; c) information which is in the public domain at the time of disclosure by Disclosing Party, or which enters the public domain from a source other than Recipient after disclosure by Disclosing Party; d) information which is subpoenaed by governmental or judicial authority; and e) information subject to disclosure pursuant to a state's public records laws. Recipient will protect the confidentiality of Confidential Information using the same degree of care that it uses to protect its own information of similar importance, but will in any case use no less than a reasonable degree of care to protect Confidential Information. Recipient will not directly or indirectly disclose Confidential Information or any part thereof to any third party without Disclosing Party's advance express written authorization to do so. Recipient may disclose Confidential Information only to its employees or agents under its control and direction in the normal course of its business and only on a need-to-know basis. In responding to a request for Confidential Information, Recipient will cooperate with Disclosing Party, in a timely fashion and in a manner not inconsistent with applicable laws, to protect the Confidential Information to the fullest extent possible.

Accela acknowledges that Customer is a public agency subject to the requirements of the California Public Records Act Cal. Gov. Code section 6250 et seq. Customer acknowledges that Accela may submit information to Customer that Accela considers

confidential, proprietary, or trade secret information pursuant the Uniform Trade Secrets Act (Cal. Civ. Code section 3426 et seq.), or otherwise protected from disclosure pursuant to an exemption to the California Public Records Act (Government Code sections 6254 and 6255). Accela acknowledges that Customer may submit to Accela information that Customer considers confidential or proprietary or protected from disclosure pursuant to exemptions to the California Public Records Act (Government Code sections 6254 and 6255). Upon request or demand of any third person or entity not a party to this Agreement ("Requestor") for production, inspection and/or copying of information designated by a Disclosing Party as Confidential Information, the Recipient as soon practical but within three (3) days of receipt of the request, shall notify the Disclosing Party that such request has been made, by telephone call, letter sent via facsimile and/or by US Mail to the address and facsimile number listed at the end of the Agreement. The Disclosing Party shall be solely responsible for taking whatever legal steps are necessary to protect information deemed by it to be Confidential Information and to prevent release of information to the Requestor by the Recipient. If the Disclosing Party takes no such action, after receiving the foregoing notice from the Recipient, the Recipient shall be permitted to comply with the Requestor's demand and is not required to defend against it.

17. **ACCELA WILL, AT ALL TIMES DURING THE AGREEMENT, MAINTAIN INSURANCE COVERAGE AS SET FORTH IN EXHIBIT C. TO THE EXTENT NOT OFFSET BY ITS INSURANCE COVERAGE AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, IN NO EVENT WILL ACCELA'S CUMULATIVE LIABILITY FOR ANY GENERAL, INCIDENTAL, SPECIAL, COMPENSATORY, OR PUNITIVE DAMAGES WHATSOEVER SUFFERED BY CUSTOMER OR ANY OTHER PERSON OR ENTITY EXCEED THE FEES PAID TO ACCELA BY CUSTOMER DURING THE TWELVE (12) CALENDAR MONTHS IMMEDIATELY PRECEDING THE CIRCUMSTANCES WHICH GIVE RISE TO SUCH CLAIM(S) OF LIABILITY.**
18. If Accela is delayed in its performance of any obligation hereunder due to causes or effects beyond its control, Accela will give timely notice to Customer of such circumstances and will act in good faith to resume performance as soon as practicable.
19. Accela may not assign its rights and obligations hereunder for purposes of financing or pursuant to corporate transactions involving the sale of all or substantially all of its stock or assets without Customer's written consent.
20. Section 5 will survive the End of Term for so long as is required to complete collection of unpaid amounts. The limitations and waivers described in Sections 8, 19, and 21 will survive the End of Term. Section 12 will survive the End of Term for a period of thirty (30) calendar days. Section 16 will survive the End of Term for a period of thirty (30) calendar days or for so long as is required for Accela to complete its response to a Customer request made during said thirty-day period. Section 20 will survive the End of Term for a period of two (2) years. With the exceptions of the foregoing surviving sections, the remainder of these Terms will terminate at the End of Term.

**AGREEMENT FOR THE PERFORMANCE OF SUBSCRIBED SERVICES
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
ACCELA, INC.**

EXHIBIT I

ACCELA SECURITY EXHIBIT

Accela will provide hosting at a SSAE-16 Tier III or higher facility as defined by the Uptime Institute, Inc. Per the hosting datacenter's disclosure policies, Accela will provide, where allowable, a copy of the datacenter's annual SSAE-16 Type 2 audit report. Accela will provide a backup hosting site with equivalent status for disaster recovery should a major catastrophic outage occur.

The hosting facility will be constructed and configured to ensure reasonable and adequate protection of the equipment in the event of a natural event considered possible for the physical location, including but not limited to earthquake, flood, hurricane, tornado, etc.

Data Location:

The service provider shall provide its services to the Customer and its end users solely from data centers in the U.S. Storage of Customer data at rest shall be located solely in data centers in the U.S. The service provider shall not allow its personnel or contractors to store Customer data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. The service provider shall permit its personnel and contractors to access Customer data remotely only as required to provide technical support. The service provider may provide technical user support on a 24/7 basis using a Follow-the-Sun model, unless otherwise prohibited in the SLC listed in this Exhibit H.

The hosting facility must have power sufficient to support the equipment platform as configured; this includes provisions for back-up power supplies. The facility will include:

- Dual power availability to each rack unit from independent Power Distribution Units (PDUs) removes PDU loss as a single point of failure
- N+1 redundancy of uninterruptible power supplies
- Redundant fuel-based generator power supplies, in the event of a power failure from commercial power.

The hosting facility will have reasonable and adequate heating and cooling to insure continuous operation of equipment within acceptable operational limits. The hosting facility shall include but not be limited to the following features:

- N+1 redundancy of cooling towers, water pumps and chillers
- Multiple air handling units providing an additional level of redundancy

- Cooling units maintain consistent environment temperature and relative humidity levels
- Rack cabinet fans to circulate warm air generated by the servers

The hosting facility will have physical security to control unauthorized access to the equipment, including but not limited to:

- 24/7 on-site security guard
- Indoor and outdoor security monitoring
- Badge/picture ID access screening
- Biometric access screening
- Escort requirements for access to raised floor areas
- Logged entries for all users entering or leaving the premises

The hosting facility will have data line capacity to ensure responsive access to the proposed data system by Accela employees, jurisdictions and customers.

Accela shall provide the equipment, hardware and network infrastructure necessary to operate and sustain all contracted software on behalf of customer and to provide the necessary development, test, production, and training environments.

The hosting facility will provide secure encrypted transmission of personal data to include, but not limited to, personal name and address, SSN, credit card, banking, and payment data, passwords, and any other data subject to Federal or California State data privacy protection laws, and provide protection that meets or exceeds any such statutory requirements. Secure Socket Layer (SSL) encryption will be utilized to meet this requirement.

Accela will be responsible for the data communication infrastructure that connects the data servers to the communication network (switches, etc.)

Accela will maintain any service agreements for the equipment and operating systems, and maintain the equipment in optimal working order.

Accela shall provide a PCI compliant infrastructure for deployment within the data center. Accela's applications have been developed to comply with all 12 requirements of PCI Data Security Standard, including:

- The use of a firewall within the proposed infrastructure to protect cardholder data provided via both Accela Automation and Accela Citizen Access (public portal)
- The use of strong passwords and password policies to ensure password protection and delineates and enforces role-based security to ensure that only authorized users and administrators can access sensitive data
- The use of secured sessions to prevent any unauthorized access to sensitive cardholder data
- The use of encryption per PCI and PABP standards whenever cardholder data is transmitted across open, public networks
- Adherence to all applicable industry standards for the development of secure systems

- and the Accela applications that operate within these systems
- The assignment of unique User IDs and Passwords for each user granted access to the system
- The provision of full audit trail tracking to track and monitor all access to network resources and cardholder data

Accela will provide operational services to support the infrastructure and operating environment.

Accela shall provide the equipment, hardware and network infrastructure necessary to operate and sustain all contracted software and to provide the necessary, production, support and staging environments.

Accela shall ensure there are no covert channels to access the system and must take precautions to protect the system and data from Trojan invasion.

Accela contracts for warranty services. In the event that warranty services are required, Accela shall provide staff support sufficient to complete all necessary service and maintenance to the hardware and software platform for the duration of a Vendor-site support agreement.

Accela shall perform daily backups of the data. The images that constitute the functional system will have snapshots taken weekly and stored to the fully redundant storage system. Accela's backup strategies and fully redundant Data Recovery (DR) site ensure that a complete system rebuild of data will not be necessary. Accela will use commercially reasonable efforts to replicate all relevant agency data "in near real-time" to a geographically separate location where we have the ability to stand up the Accela application stack and restore service.

Throughout the term of the agreement, upon the request of Customer, Accela will provide Customer with:

- (i) a copy of its data in a database dump file
- (ii) an APO property conversion upload
- (iii) a Crystal Report placement

Within thirty (30) calendar days following the end of its final Subscribed Services term ("End of Term"), Accela shall provide a complete copy of Customer's data and associated documents, as updated or modified by Customer's use of the Subscribed Services, in a database dump file format. Accela will comply in a timely manner with such request, provided that Customer pays any and all unpaid amounts due to Accela.

Accela will meet measurable standards for expected and reasonable system availability (up-time) as established elsewhere in this Hosting Attachment. The system must generally be available seven days a week, twenty-four hours per day. Scheduled down time is acceptable. Unplanned down time between 6:00 am and 8:00 pm Pacific time must be to resolve production emergencies only, limited to no more than One Hundred and Twenty (120) minutes and occur no more than one time per month. In no event will any proposed standard be less than a commercially reasonable standard.

The Accela system implementation shall provide functional equivalents of the following environments; hardware and software requirements must include provisions to support these environments:

- Support – An environment available to customers to develop and test new configurations or changes to existing configurations prior to implementation in production.
- Staging – An environment available to customers to test new Accela Automation application releases against their production configuration. New application code will be deployed to the Staging environment within one week of becoming Generally Available (GA) from Engineering. New application code will be deployed to the Support and Production environments one month after being deployed to Staging for Major releases and two weeks for Minor releases (Service Packs).
- Production – The environment used by customers, jurisdiction staff, central administrative staff, and analysts/programmers to submit, track and manage live transactions and associated data.

The Customer shall have the ability to import or export data in piecemeal at its discretion without interference from the service provider. Accela will provide the customer with a full database export on a quarterly basis at the request of Customer. The customer has the option to request a more frequent export if desired, but will not exceed one per calendar week.

Accela will respond to requests for production or support/staging environment report posting within 72 hours of the request. Reports will be reviewed for system performance and data integrity before posting. If issues are found they will be documented and communicated back to the customer for correction. In the event that a report request is urgent, Accela will expedite this process to an extent that is reasonable for the request.

To provide the Hosting Services, Accela shall provide, host, manage and maintain the System as follows:

A. Management, Support and Maintenance of Hardware

1. Accela will provide, manage and maintain operating systems on all System environment hardware. This will involve application of any necessary patches or updates and upgrades as necessary. Accela will provide system redundancy.
2. Accela will provide, manage and maintain, for the System, the physical or virtual resources. This will involve any physical fix as needed, updates or refreshes as necessary.

B. Capacity Planning and Monitoring

Accela will be responsible for monitoring capacity and performing capacity planning to ensure the System environment has sufficient capacity to meet the service level agreements agreed upon in this Agreement.

C. Asset Management

Asset Management services provide inventory and tracking of equipment and the management of vendor-provided maintenance agreements.

Accela will perform the following tasks:

1. Manage third party vendor contracts for equipment used in support of this Agreement (rental agreements, leases, service agreements, warranties, amendments, maintenance contracts, and insurance policies)
2. Provide hardware and software at the appropriate hardware and software levels to comply with vendor maintenance contracts.
3. Provide an asset tracking tool to maintain a database of asset information such as make, model, operating system, number of CPUs, amount of memory, and amount of storage.

D. Facilities Services

Accela will provide a PCI-DSS compliant facility.

E. Monitoring Server and OS

1. Monitoring Server and OS service detects and responds to up/down availability faults generated by monitored servers.
2. Accela will perform the following:
 - Provide the operational support processes required for up/down monitoring
 - Document and track all detected problems using the site problem management process
 - Escalate all detected problems to the appropriate support personnel

F. Operations Management

1. Operations Management are those activities requiring physical hands-on support. Accela shall provide skilled staff to support all operational support services at an Accela data center facility.
2. Accela will perform the following:
 - Perform systems operation functions such as power on/off and start/stop/reset device intervention
 - Monitor vendors on the Accela premise performing work maintenance or problem resolution work
 - Maintain responsibility for procuring any expendable supplies (CDs,

tapes, cleaning supplies, and so forth)

G. Operating System Management

1. Accela shall provide proper functionality of hosting software on servers. Support is provided for operating systems and related software products. Included are all ongoing processes to maintain supplier-supported operating platforms including preventive software maintenance services.
2. Accela will perform the following:
 - Install and maintain system-level software, such as operating system and other system-level products software requiring user access
 - Monitor system software status and take necessary action to resolve any issues
 - Perform operation system software tuning as required to maintain daily operations for Accela-provided services
 - Install preventive maintenance patches deemed critical by the vendor to support system software products to prevent known problems from impacting the operating environment
 - Install patches per vendor instructions for security exposures deemed critical by the vendor
 - Participate in the identification of connectivity and associated network problems
 - Plan and implement necessary changes for the System
 - Document and track all configuration management changes using the site change management process
 - Provide problem escalation and interact as necessary with third-party suppliers

H. System/File Backup and Restore

1. System/File Backup and Restore Services provide the operational and management processes to backup and restore operating system.
2. Accela will perform the following:
 - Design and implement the backup Plan
 - Perform backups
 - Provide for data restores as needed if Agency causes the need for a data restoration, Agency will be responsible for the cost of the data restore at the hourly service rate in the Contract.
 - Monitor backup processes and verification of successful completion
 - Adjust backup and restore plans as new components are added to the System

I. Server Storage Management

1. Server Storage Management provides for the support of server direct-attached storage environment.
2. Accela will perform to following:
 - Integrate the storage hardware and software to provide the appropriate level of capacity, scalability, and performance of the server storage hardware and software
 - Manage hardware and software maintenance requirements based on the manufacturer's recommended schedule
 - Implement security practices, such as logical unit masking, preventing unauthorized storage access from an unauthorized server
 - Maintain proper storage configuration(s) (mapping logical volumes, creating file systems, balancing I/O capacity)

J. Server Management Services

Accela will provide server management services.

K. Hardware Management

Accela will provide Hardware Management. Hardware management provides the services necessary to enable compute equipment to be physically installed, maintained, and kept operational.

L. Controlled Server Access

Accela will provide Controlled Server Access. Controlled server access provides the tools and processes to manage access to assets. This includes the management of user logon IDs and their access rights to system-level resources, as well as maintaining server-level security parameters and security product options.

M. Virus Protection

Accela will provide Virus Protection services. Server level anti-virus service provides anti-virus software on each server to provide protection and detection of viruses, worms, and other malicious code. The anti-virus software can be updated with current virus signatures and detection engines automatically or by file distribution software. This service also provides the means to scan the server at the system level to detect malicious code.

N. Security Event Logging

Accela will provide Security Event Logging. Security Event Logging is a detective control that enables the recording of security events on system hosts based on preset

parameters. The administrative tool's logging function is enabled and the security events are retained in a record for future review.

O. Vulnerability Scan and Report

Accela will provide Vulnerability management. Vulnerability management includes preventive and detective services to identify vulnerabilities as they emerge; to prevent those vulnerabilities from affecting the in-scope systems; to detect when an in-scope system has been affected; and to cure those affected systems. Vulnerability management includes both Vulnerability Alert management and Vulnerability Scanning processes. Vulnerability Alert management is the preventive process that collects known vulnerabilities and prioritizes vulnerabilities based on associated risk. Vulnerability Scanning is the detective process of identifying potential vulnerabilities on servers for exposures to such vulnerabilities.

P. Managed Cluster

Accela will provide Managed Cluster Management. Managed Cluster Management provides processes to deliver server/storage configurations clustered together in the same physical site. This is delivered through the use of hardware configuration and software to meet availability requirements.

Q. Host Based Intrusion Detection

Accela will provide Host Based Intrusion Detection. Host Based Intrusion Detection is the real-time identification, detection, and notification of suspected unauthorized intrusions on individual servers.

R. Secondary Mirrored Site Management

Accela will provide mirrored secondary site allows for replication of the primary site in the event of a natural disaster rendering the primary data center inoperable. Accela will provide skilled staff to support all operational support services. These services include support processes necessary to provide a secondary mirrored site.

S. Data Recovery

Accela will provide multiple ways to recover data:

Suspected error conditions will be investigated and corrected by ACCELA personnel at ACCELA'S offices to the extent possible. Onsite corrections shall be at the exclusive judgement of ACCELA at no additional cost to the User. User may, however, request that ACCELA conduct such investigations and travel to the location of the User at the User's request; User will pay ACCELA for reasonable travel and subsistence expenses. If ACCELA, in its reasonable judgment, determines that the suspected error condition was attributable to a

cause other than an error in ACCELA'S Subscribed Service or an enhancement by ACCELA, the User will pay for ACCELA'S efforts on a time and materials basis.

ACCELA may provide the User with unsolicited error corrections or changes to the Subscribed Service, without additional charge, which ACCELA determines are necessary for proper operation of its Subscribed Service, and User shall incorporate these corrections or changes into the Subscribed Service within 180 days of release by ACCELA. ACCELA will provide all documentation changes necessary as a result of changes to the software.

ACCELA will provide User all enhancements released by ACCELA as standard enhancements, and which are generally made available to other users purchasing comparable Subscribed Service during the term of this Agreement.

**EXHIBIT I
ATTACHMENT A**

ACCELA, INC. SERVICE LEVEL COMMITMENT

This SaaS Service Level Commitment (“SLC”) is a policy governing the use of Accela software-as-service products (individually or collectively, the “Service”) under the terms of the Accela Master Services Agreement (the “Agreement”) between Accela, Inc. and its affiliates (“Accela”, “us” or “we”) and the purchaser of Accela’s Subscription Service (“Customer”).

Unless otherwise provided herein, this SLC is subject to the terms of the Agreement and capitalized terms will have the meaning specified in the Agreement. Accela reserves the right to change the terms of this SLC in accordance with the Agreement.

DEFINITIONS

“Monthly Uptime Percentage” is calculated by subtracting from 100% the percentage of minutes during the month in which the Service was Unavailable. Measurement of the Monthly Uptime Percentage excludes downtime resulting directly or indirectly from any SLC Exclusion.

“Service Credit” is a dollar credit, calculated as set forth below, that Accela may credit back to an eligible Customer account.

“Unavailable” means, as applicable: (i) Customer is repeatedly unable to log into the Service; (ii) Customer experiences repeated connection request failures; (iii) Customer experiences lack of connectivity of external, public instances or sites lasting for more than five (5) minutes; (iv) Customer is unable to connect and sync mobile applications within the Service to Accela servers; and/or (v) Customer is unable to download or sync data from mobile applications within the Service to Accela servers. The foregoing events must be verifiable or replicable by Accela or its designee. Availability of Accela APIs, as separate from Service access, is expressly excluded from this SLC.

SERVICE COMMITMENT

Accela will use commercially reasonable efforts to make the Service available with a Monthly Uptime Percentage of at least 99.9%, in each calendar month of the Subscription Period (the “Commitment”). In the event the Service does not meet this Commitment, Customer will be eligible to receive a Service Credit as described below.

SCHEDULED & EMERGENCY MAINTENANCE

Accela will maintain certain scheduled maintenance windows during which regular, planned maintenance of the Service may be performed. Accela will use commercially reasonable efforts to provide Customer with no less than twenty-four (24) hours’ notice prior to Services unavailability due to planned maintenance.. Accela’s standard maintenance window will generally fall between the hours of 9:00 PM [21:00] Thursday and 1:00 AM [1:00] Friday local time.

Accela will endeavor to provide as much notice as is practicable under the circumstances for patches, updates, fixes and other emergency maintenance activities which may be applied on an urgent basis.

Accela will provide three (3) business days' notice prior to any planned network, server hardware, operating environment, or database modifications of a material nature.

SERVICE CREDITS

System availability is measured by the following formula:

$$x = (n - y) * 100 / n$$

Notes: (1) "x" is the uptime percentage; "n" is the total number of hours in the given calendar month minus scheduled downtime; and "y" is the total number of downtime hours in the given calendar month.

(2) Specifically excluded from "n" and "y" in this calculation are the exception times on scheduled upgrade and maintenance windows.

| Service Availability | Percentage of Monthly Service Fees Credited |
|-----------------------------|--|
| > 99.9% | 2% |
| 99.5% - < 99.9% | 5% |
| 99.0% - < 99.5% | 10% |
| 95.0% - < 99.0% | 0% |
| 90.0% - < 95.0% | 40% |
| < 90.0% - < 80.0% | 45% |
| < 80% | 50% |

Accela will apply any Service Credits only against future Service payments otherwise due from Customer. Service Credits will not entitle Customer to any refund or other payment from Accela. Service Credits may not be transferred or applied to any other account. Unless otherwise provided in the Agreement, Customer's sole and exclusive remedy for any unavailability, non-performance, or other failure by Accela to provide the Service is the receipt of a Service Credit (if eligible) in accordance with the terms of this SLC.

SLC EXCLUSIONS

The Service Commitment does not apply to any unavailability, suspension or termination of the Service or any Service performance issues: (i) caused by factors outside of Accela's reasonable control, including any force majeure event or Internet access or related problems beyond the Service demarcation point; (ii) that result from customizations (if outside of Accela's best practice recommendations), configuration changes, scripting, or data loss caused by or on behalf of Customer or any End User; (iii) that result from Customer's or any End User's or third party's equipment, software or other technology or integrations (other than third party equipment within Accela's direct control); (iv) that result from any maintenance as provided for pursuant to the above terms; or (vii) arising from our suspension or termination of Customer's right to use the Service in accordance with the Agreement (collectively, the "SLC Exclusions"). If availability is impacted by factors other than those used in the Monthly Uptime Percentage calculation, Accela may issue a Service Credit with consideration to pertinent factors as assessed by Accela in its sole discretion.

SUPPORT COMMITMENT

This Silver Support SLA Addendum (the “Addendum”) is issued under and subject to additional conditions and limitations as set out in the agreement by and between Accela and Customer.

The following Issues, Response Goals and Resolution Goals are applicable to support services for Accela supported products functioning in Customer’s production environment (the “Supported Products”) and is not applicable to any other Accela software, services or environments. Any references to “business day” are exclusive of the U.S. federal and state holidays observed by Accela:

| Priority | Definition | Response Goal | Resolution Goal |
|---|---|--|--|
| Critical Severity Issue (Priority 1) | Supported Product is non-functional or seriously affected and there is no reasonable workaround available (e.g. business is halted). | Confirmation of receipt within one (1) business hour. Update as information arrives or at the interval specified by Customer. | Upon confirmation of receipt, Accela will put forth our best effort to provide a workaround, fix, or estimated completion date within seventy-two (72) hours after the problem has been diagnosed and/or replicated. |
| High Severity Issue (Priority 2) | Supported Product is affected and there is no workaround available or the workaround is impractical (e.g. Supported Product response is very slow, day to day operations continue but are impacted by the work around). | Confirmation of receipt within four (4) business hours. | Accela will put forth our best effort to provide a workaround or fix or estimated completion date within fourteen (14) business days after the problem has been diagnosed and/or replicated. |
| Medium Severity Issue (Priority 3) | Support Product is non-functional however a convenient workaround exists (e.g. non-critical feature is unavailable or requires additional user intervention). | Confirmation of receipt within eight (8) business hours. | Accela will put forth our best effort to provide a workaround or fix or estimated completion date within twenty-one (21) business days after the problem has been diagnosed and/or replicated. |
| Low Severity Issue (Priority 4) | Supported Product works, but there is a minor problem (e.g. incorrect label, or cosmetic defect). | Confirmation of receipt within twenty-four (24) business hours. | Resolution for the Issue may be released as a patch set or be incorporated into a future schedule release of the product. |



Agenda Report

21-1506

Agenda Date: 12/7/2021

REPORT TO COUNCIL

SUBJECT

Action on Amendment No. 1 to the Agreement with Cascadia Consulting Group, Inc. to Assist the City in updating the Climate Action Plan and Preparation of the Related Environment Documents and Related Budget Amendment

COUNCIL PILLAR

Promote Sustainability and Environmental Protection

BACKGROUND

The City formally commenced the Climate Action Plan Update following the City Council's approval of a contract on January 24, 2020 with a consultant team lead by Cascadia Consulting Group, Inc. and including Raimi + Associates and David J. Powers and Associates. The City's current Climate Action Plan (CAP), adopted in December 2013, identifies measurable actions the City can implement through the year 2020 to reduce the City's Greenhouse Gas (GHG) emissions to 1990 levels, as required by California's Global Warming Solutions Act of 2006 (Assembly Bill 32). The City is now in the process of comprehensively updating the CAP to extend the City's GHG reduction goals through 2030, and to address new State requirements enacted since the 2013 CAP was adopted.

The existing term of agreement with Cascadia Consulting Group, Inc. is for two years, ending on December 31, 2021, with two one-year options to extend the agreement through December 31, 2023.

DISCUSSION

Staff is proposing Amendment No.1 to the Agreement with Cascadia Consulting Group, Inc. to exercise one of the two available one-year options to extend the agreement through December 31, 2022, to revise the scope of work, and to increase the maximum compensation by \$20,000.

As the project has developed and was reviewed by the Council, additional tasks were identified by staff working with the CAP update, primarily related to revising and refining the Strategies and Actions to incorporate Council's direction, analyzing scenarios to achieve new reduction targets per Council's direction and additional community engagement efforts due to the pandemic. This has resulted in a need for an extension of the project past the original two-year duration in the agreement. Staff is proposing an allocation of an additional \$20,000 to the CAP budget. Additional funding for the consultant team is needed to support these added and modified tasks.

Use of the Advanced Planning Reserve is proposed to fund the City-initiated changes to the scope and allow the consultants to continue providing support to the CAP Update.

ENVIRONMENTAL REVIEW

The action being considered does not constitute a "project" within the meaning of the California

Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378(b)(5), in that it is a governmental organizational or administrative activity that will not result in direct or indirect changes in the environment.

Prior to adoption of the CAP Update, an addendum to the General Plan Environmental Impact Report (EIR) will be prepared in accordance with the California Environmental Quality Act (CEQA) to inform key decision-makers and the general public of the potential environmental effects that would arise from implementation of the CAP Update.

FISCAL IMPACT

Amendment No. 1 with Cascadia Consulting Group increases the maximum compensation of the agreement by \$20,000 for a revised total not to exceed amount of \$231,684. This increase will be funded through the Advanced Planning Reserve for continuation of the services through December 31, 2022.

The proposed budget amendment below allocates funding from the Advanced Planning Reserve in the General Fund to the Community Development Department in the amount of \$20,000.

Budget Amendment FY 2021/22

| | Current | Increase/ (Decrease) | Revised |
|----------------------------------|-------------|-------------------------|-------------|
| General Fund | | | |
| <u>Use of Funds</u> | | | |
| Advanced Planning Reserve | \$741,694 | (\$20,000) | \$721,694 |
| | | | |
| | | | |
| | | | |
| Community Development Department | \$6,070,207 | \$20,000 | \$6,090,207 |

COORDINATION

This report has been coordinated with the Finance Department and City Attorney's office.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <<mailto:clerk@santaclaraca.gov>>.

RECOMMENDATION

1. Authorize the City Manager to execute Amendment No. 1 to the Agreement for Services with Cascadia Consulting Group, Inc., to assist the City in updating the Climate Action Plan and preparation of the related environment documents and increase the maximum compensation by \$20,000 for a revised not to exceed amount of \$231,684; and
2. Consistent with City Charter Section 1305, "At any meeting after the adoption of the budget, the City Council may amend or supplement the budget by motion adopted by the affirmative votes of at least five members so as to authorize the transfer of unused balances appropriated for one purpose to another purpose, or to appropriate available revenue not included in the budget," approve the related FY 2021/22 budget amendment in the General Fund to increase the Community Development Department appropriation by \$20,000 and decrease Advanced Planning Reserve by \$20,000. (five affirmative Council votes required for the use of unused balances).

Reviewed by: Andrew Crabtree, Director of Community Development

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Amendment No. 1 to the Agreement with Cascadia Consulting Group, Inc.
2. Original Agreement with Cascadia Consulting Group, Inc.

**AMENDMENT NO. 1
TO THE AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
CASCADIA CONSULTING GROUP, INC.**

PREAMBLE

This agreement ("Amendment No. 1") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Cascadia Consulting Group, Inc., A Washington Corporation (hereinafter "Consultant"). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

- A. The Parties previously entered into an agreement entitled "Agreement for Services Between the City of Santa Clara, California, and Cascadia Consulting Group, Inc.," dated January 23, 2020 (Agreement); and
- B. The Parties entered into the Agreement for the purpose of having Consultant prepare an update to the City's Climate Action Plan, and the Parties now wish to amend the Agreement to expand the Scope of Services and extend the term of the Agreement.

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

- 1. Pursuant to Section 2 of the Agreement, entitled "Term of Agreement," the City hereby exercises the first one-year option to extend the termination date of this Agreement to December 31, 2022.
- 2. Exhibit A, entitled "Scope of Services," is hereby amended to revise the following:
 - Task 2.4.1 Greenhouse gas reduction and Sustainability Strategies: Renumber subtask 2.4.2 ("Deliverables") as subtask 2.4.3, and add a new subtask 2.4.2 to read as follows:
"2.4.2. The Consultant shall analyze scenarios to achieve new reduction targets per Council's direction."
 - Task 2.5 Develop and Conduct Community Engagement Guidance and Strategies: Renumber subtask 2.5.3 ("Deliverable") as subtask 2.5.4, and add a new subtask 2.5.3 to read as follows:
"2.5.3 The Consultant shall conduct additional Community engagement."
 - Task 2.7.2.4 Strategies and Actions is revised to read as follows: "Consultant shall describe each overarching strategy and briefly describe the

corresponding actions. Consultant shall revise and refine the Strategies and Actions to incorporate City Council's direction."

3. Exhibit B, entitled "Schedule of Fees," is hereby amended to revise Section 1 ("Maximum Compensation") to reflect a maximum compensation of Two Hundred Thirty-One Thousand, Six Hundred Eighty-Four Thousand Dollars (\$231,684).
4. Exhibit B, entitled "Schedule of Fees," is hereby amended by replacing existing Table B1 ("Payment Schedule") with the following Revised Table B1:

| Task | Deliverable | Hours | Cost |
|-------------|--|--------------|------------------|
| 2.1 | Project Initiation/Kickoff Meeting | 85 | \$15,975 |
| 2.2 | Analysis of 2013 Climate Action Plan | 38 | \$4,450 |
| 2.3 | Recommended and forecast GHG emission reduction targets | 92 | \$16,435 |
| 2.4 | GHG reduction and sustainability strategies | 174 | \$25,400 |
| 2.5 | Conduct Public Engagement | 274 | \$41,940 |
| 2.6 | Coordination with Related City Efforts | 28 | \$5,160 |
| 2.7 | Draft Updated Climate Action Plan | 244 | \$33,620 |
| 2.8 | Prepare Environmental Documents | 136 | \$28,780 |
| 2.9 | Support City in the Adoption of the CAP and the General Plan Amendment | 56 | \$11,840 |
| 3 | Administrative Draft of the Climate Action Plan | 32 | \$4,540 |
| 4 | Final Draft of the Climate Action Plan | 164 | \$24,300 |
| | Contingency for Additional Services | | \$19,244 |
| | GRAND TOTAL | | \$231,684 |

5. Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect. In case of a conflict in the terms of the Agreement and this Amendment No. 1, the provisions of this Amendment No. 1 shall control.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 1 as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

Dated: _____

Office of the City Attorney
City of Santa Clara

DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

“CITY”

CASCADIA CONSULTING GROUP, INC.
a Washington Corporation

Dated: 12/1/2021

By (Signature): Ruth Bell

Name: Ruth Bell

Title: Co-President

Principal Place of Business Address: 1109 1st Avenue, Suite 400
Seattle, WA 98101

Email Address: ruth@cascadiaconsulting.com

Telephone: (206) 449-1103

Fax: ()

“

CONSULTANT”

I:\PLANNING\Admin\Contracts\Cascadia Consulting Group\Amendment No.
1\Amendment No. 1 - draft.doc

**AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
CASCADIA CONSULTING GROUP, INC.**

PREAMBLE

This Agreement is entered into between the City of Santa Clara, a chartered California municipal corporation (hereinafter "City") and Cascadia Consulting Group, Inc., A Washington Corporation (hereinafter "Consultant"). City and Consultant may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

- A. City desires to secure the services more fully described in this Agreement, at Exhibit A, entitled "Scope of Services";
- B. Consultant represents that it, and its subconsultants, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,
- C. The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AGREEMENT DOCUMENTS

The documents forming the entire Agreement between City and Consultant shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference:

Exhibit A – Scope of Services

Exhibit B – Schedule of Fees

Exhibit C – Insurance Requirements

This Agreement, including the Exhibits set forth above, contains all the agreements, representations and understandings of the Parties, and supersedes and replaces any previous agreements, representations and understandings,

whether oral or written. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control.

2. TERM OF AGREEMENT

- A. Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on January 15, 2020 and expire on December 31, 2021.
- B. After the Initial Term, the City reserves the right, at its sole discretion, to extend the term of this Agreement for up to two (2) additional one-year terms through December 31, 2023 ("Option Periods"). City shall provide Consultant with no less than thirty (30) days prior written notice of its intention to exercise its option to extend the term of this Agreement.

3. SCOPE OF SERVICES & PERFORMANCE SCHEDULE

Consultant shall perform those Services specified in Exhibit A within the time stated in Exhibit A. Time is of the essence.

4. WARRANTY

Consultant expressly warrants that all materials and services covered by this Agreement shall be fit for the purpose intended, shall be free from defect and shall conform to the specifications, requirements and instructions upon which this Agreement is based. Consultant agrees to promptly replace or correct any incomplete, inaccurate or defective Services at no further cost to City when defects are due to the negligence, errors or omissions of Consultant. If Consultant fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Consultant for the cost incurred by City.

5. QUALIFICATIONS OF CONSULTANT - STANDARD OF CARE

Consultant represents and maintains that it has the expertise in the professional calling necessary to perform the Services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Consultant's representations regarding its skills and knowledge. Consultant shall perform such Services and duties in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of California.

6. COMPENSATION AND PAYMENT

In consideration for Consultant's complete performance of Services, City shall pay Consultant for all materials provided and Services rendered by Consultant in

accordance with Exhibit B, entitled "SCHEDULE OF FEES." The maximum compensation of this Agreement is Two Hundred Eleven Thousand Six Hundred Eighty-Four Dollars (\$211,684), subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services. All work performed or materials provided in excess of the maximum compensation shall be at Consultant's expense. Consultant shall not be entitled to any payment above the maximum compensation under any circumstance.

7. TERMINATION

- A. Termination for Convenience. City shall have the right to terminate this Agreement, without cause or penalty, by giving not less than Thirty (30) days' prior written notice to Consultant.
- B. Termination for Default. If Consultant fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice to Consultant.
- C. Upon termination, each Party shall assist the other in arranging an orderly transfer and close-out of services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, Consultant will deliver to City all City information or material that Consultant has in its possession.

8. ASSIGNMENT AND SUBCONTRACTING

City and Consultant bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Consultant shall not hire subconsultants without express written permission from City.

Consultant shall be as fully responsible to City for the acts and omissions of its subconsultants, and of persons either directly or indirectly employed by them, as Consultant is for the acts and omissions of persons directly employed by it.

9. NO THIRD PARTY BENEFICIARY

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

10. INDEPENDENT CONTRACTOR

Consultant and all person(s) employed by or contracted with Consultant to furnish labor and/or materials under this Agreement are independent contractors

and do not act as agent(s) or employee(s) of City. Consultant has full rights to manage its employees in their performance of Services under this Agreement.

11. CONFIDENTIALITY OF MATERIAL

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for Consultant and all other written information submitted to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant and shall not, without the prior written consent of City, be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Consultant which is otherwise known to Consultant or becomes generally known to the related industry shall be deemed confidential.

12. OWNERSHIP OF MATERIAL

All material, which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports, designs, technology, programming, works of authorship and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of City but Consultant may retain and use copies thereof. City shall not be limited in any way or at any time in its use of said material. However, Consultant shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to, the release of this material to third parties.

13. RIGHT OF CITY TO INSPECT RECORDS OF CONSULTANT

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for four (4) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Consultant for the purpose of verifying any and all charges made by Consultant in connection with Consultant compensation under this Agreement, including termination of Consultant. Consultant agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City. Consultant shall bear the cost of the audit if the audit determines that there has been a substantial billing deviation in excess of five (5) percent adverse to the City.

Consultant shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Consultant agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to Consultant's Services hereunder.

14. HOLD HARMLESS/INDEMNIFICATION

- A. To the extent permitted by law, Consultant agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, in any manner arising from, or alleged to arise in whole or in part from, or in any way connected with the Services performed by Consultant pursuant to this Agreement – including claims of any kind by Consultant's employees or persons contracting with Consultant to perform any portion of the Scope of Services – and shall expressly include passive or active negligence by City connected with the Services. However, the obligation to indemnify shall not apply if such liability is ultimately adjudicated to have arisen through the sole active negligence or sole willful misconduct of City; the obligation to defend is not similarly limited.
- B. Consultant's obligation to protect, defend, indemnify, and hold harmless in full City and City's employees, shall specifically extend to any and all employment-related claims of any type brought by employees, consultants, subconsultants or other agents of Consultant, against City (either alone, or jointly with Consultant), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought.
- C. To the extent Consultant is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, Consultant warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Consultant's responsibilities under the Act.

15. INSURANCE REQUIREMENTS

During the term of this Agreement, and for any time period set forth in Exhibit C, Consultant shall provide and maintain in full force and effect, at no cost to City, insurance policies as set forth in Exhibit C.

16. WAIVER

Consultant agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement. Neither City's review, acceptance nor payments for any of the Services required under this Agreement shall be constructed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

17. NOTICES

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara
Attention: Community Development Department
Andrew Crabtree, Director
1500 Warburton Avenue
Santa Clara, CA 95050
acrabtree@santaclaraca.gov, and
manager@santaclaraca.gov

And to Consultant addressed as follows:

Cascadia Consulting Group, Inc.
Attention: Andrea Martin
1109 1st Avenue, Suite 400
Seattle, WA 98101
(704) 604-5727
andream@cascadiaconsulting.com

The workday the e-mail was sent shall control the date notice was deemed given. An e-mail transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following business day.

18. COMPLIANCE WITH LAWS

Consultant shall comply with all applicable laws and regulations of the federal, state and local government, including but not limited to "The Code of the City of Santa Clara, California" ("SCCC"). In particular, Consultant's attention is called to the regulations regarding Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), Business Tax Certificate (SCCC section 3.40.060), and Food and Beverage Service Worker Retention (SCCC Chapter 9.60), as such Chapters or Sections may be amended from time to time or renumbered. Additionally Consultant has read and agrees to comply with City's Ethical Standards (<http://santaclaraca.gov/home/showdocument?id=58299>).

19. CONFLICTS OF INTEREST

Consultant certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Consultant and that no person associated with Consultant has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Consultant is familiar with the provisions of California Government Code section 87100 and

following, and certifies that it does not know of any facts which would violate these code provisions. Consultant will advise City if a conflict arises.

20. FAIR EMPLOYMENT

Consultant shall not discriminate against any employee or applicant for employment because of race, sex, color, religion, religious creed, national origin, ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state or local law.

21. NO USE OF CITY NAME OR EMBLEM

Consultant shall not use City's name, insignia, or emblem, or distribute any information related to services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

22. GOVERNING LAW AND VENUE

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

23. SEVERABILITY CLAUSE

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

24. AMENDMENTS

This Agreement may only be modified by a written amendment duly authorized and executed by the Parties to this Agreement.

25. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

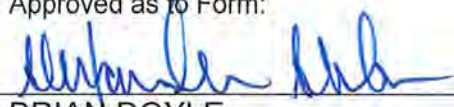
The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

Dated:

1-23-2020


BRIAN DOYLE
City Attorney

 FOR
DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

CASCADIA CONSULTING GROUP, INC.
a Washington Corporation

Dated: 12/19/2019

By (Signature): 

Name: Ruth Bell

Title: Co-President

Principal Place of Business Address: 1109 1st Avenue, Suite 400
Seattle, WA 98101

Email Address: ruth@cascadiaconsulting.com

Telephone: (206) 449-1103

Fax: 206-343-9819

"CONSULTANT"

EXHIBIT A SCOPE OF SERVICES

1. GENERAL

- 1.1.** Consultant shall assist the City in updating its Climate Action Plan (CAP). Consultant shall also assist the City in the preparation of related environmental reviews in conformance with the California Environmental Quality Act (CEQA).
- 1.2.** The Consultant team will work closely with City staff members from the Community Development Department, the Electric Department (Silicon Valley Power), the Public Works Department, and the Water & Sewer Utilities Department.
- 1.3.** Consultant shall coordinate with the City project team, including participating in biweekly check-in calls with City staff.
- 1.4.** Consultant shall provide real-time budget updates and regular detailed reports and invoices, and will provide monthly progress reports that cover budget, timeline, and deliverables.
- 1.5.** Subconsultants: The following subconsultants have been approved to perform services under this Agreement.
 - 1.5.1.** David J. Powers & Associates; and
 - 1.5.2.** Raimi + Associates.

2. CLIMATE ACTION PLAN UPDATE

2.1. Coordinate with City Project Team

- 2.1.1.** Consultant shall facilitate a kickoff meeting with the City project team. The purpose of the kickoff meeting will be to review the 2013 Climate Action Plan, discuss the relationship of the CAP to other City documents, and make key decisions regarding project methodologies, scopes, and boundaries.
- 2.1.2.** Consultant shall describe the project's ultimate goals and outcomes, and methodologies for meeting those outcomes through City, stakeholder, and public engagement. Consultant shall outline a vision for public engagement and identify key stakeholder groups to begin contacting. Outcomes from the kick-off meeting will include a final project work plan and schedule.
- 2.1.3. Deliverable:**
 - 2.1.3.1.** Project Initiation/Kickoff meeting.

2.2. Analyze City Actions Since 2013 CAP was Adopted

2.2.1. The Consultant shall review the City's existing Climate Action Plan, environmental documentation, and any other related data to measure the City's progress in reducing greenhouse gases (GHG) against the recommended baseline. The updated CAP shall reflect the City's accomplishments since the adoption of the last Climate Action Plan.

2.2.2. The City has adopted several programs since the current Climate Action Plan was developed that shall be considered for the greenhouse gas reduction, while preparing the updated CAP document. The City aims to develop and adopt the updated CAP as an amendment to the existing 2030 General Plan.

2.2.3. Deliverables:

2.2.3.1. Memo summarizing City progress on 2013 CAP actions; and

2.2.3.2. Interviews with City staff, if needed.

2.3. Recommend and Forecast GHG Emission Reduction Targets

2.3.1. The Consultant shall review and analyze the past GHG emission data for the community and municipal operations and update GHG emission reduction forecasts. Consultant shall determine scenarios to achieve new reduction targets in the CAP Update. The Consultant must evaluate and summarize the impact of anticipated state and federal policies and programs on GHG emission reductions and incorporate those into this task as appropriate.

2.3.2. Deliverables:

2.3.2.1. Validated municipal and community inventories;

2.3.2.2. Business as usual forecast, including contributions from population and economic growth and comparison to potential reduction targets; and

2.3.2.3. Emission scenarios and reduction targets, in total and per capita.

2.4. Greenhouse Gas Reduction and Sustainability Strategies

2.4.1. The Consultant shall identify any opportunities where greater cross-departmental coordination and/or consideration of GHG impacts would increase the effectiveness of the City's sustainability efforts and GHG reduction.

2.4.2. Deliverables:

2.4.2.1. Initial list of options, evaluation of options, and revised shortlist; and

- 2.4.2.2. Inter-departmental workshop and/or other collaborative tools.

2.5. Develop and Conduct Community Engagement Guidance and Strategies

- 2.5.1. The Consultant shall provide a robust community outreach strategy based on successful outcomes and experience with similar projects in other communities.
- 2.5.2. At a minimum, the Consultant shall plan on facilitating and attending three (3) public workshops to engage the community.
- 2.5.3. **Deliverable:**
 - 2.5.3.1. Community Engagement Plan and implementation of engagement strategies included therein.

2.6. Coordinate with Related City Efforts

- 2.6.1. The City is in the process of adopting several policies and initiatives, such as the Green Infrastructure Plan, electric vehicle (EV) charging master plan, etc. The Consultant shall stay coordinated and aligned with the relevant departments and include them in the updated Climate Action Plan.
- 2.6.2. **Deliverable:**
 - 2.6.2.1. Coordinate with Related City Efforts.

2.7. Draft Updated Climate Action Plan

- 2.7.1. The Consultant shall develop a draft updated Climate Action Plan using the GHG emission analysis described in Section 2.4 above. The specific strategies and priority actions selected to meet the recommended target reductions shall be summarized into a strategic framework with specific near-term implementation plans and a schedule for longer-term implementation plan development. Measures shall identify agencies and departments responsible, indicators for success, potential partnerships, recommended funding sources, and appropriate methods to assess progress.
- 2.7.2. The Plan shall include the following key components.
 - 2.7.2.1. Background and rationale: This will describe the vision of a resilient, low-emissions City of Santa Clara, explain the importance of the CAP, and highlight anticipated benefits and avoided costs.
 - 2.7.2.2. Baseline and projections summary: This section will summarize and discuss baseline conditions and forecasts of GHG emissions. It will also cover observed and projected changes in climate and likely impacts of climate change on the city and region.

- 2.7.2.3.** Vision, goals, and key performance indicators: This component will frame the CAP by introducing the City's vision for the future, emissions-reduction goals over the short, medium and long term, and key performance indicators that the City and the general public can use to gauge progress.
- 2.7.2.4.** Strategies and actions: Consultant shall describe each overarching strategy and briefly describe the corresponding actions.
- 2.7.2.5.** Implementation Plan: A plan that will be presented as an integral component of the full Climate Action Plan, laying out how to put it into action. The implementation plan will have tables to depict actions, roles, and desired outcomes by sector and emissions source. The implementation plan will contain the following sections.
- Year 1 implementation overview: A summary of key tasks to be accomplished in the first year of plan implementation.
 - Implementation summary and schedule: For each priority plan action, relative measures of action cost and effectiveness, accompanying co-benefits, timeframes for implementation, and responsible departments.
 - Funding: Potential funding mechanisms and opportunities for financing specific plan actions.
 - Oversight, accountability, and enforcement: This will include a framework and plan for future revisions and updates by City staff and the Council. It may also include an ongoing structure for ongoing citizen oversight and involvement.
 - City staffing and leadership: Based on the staffing analysis, this section will lay out a structure for maintaining ongoing City staff resources and leadership during the CAP implementation phase.
 - Equity: Guidance for ensuring that equity is considered in plan implementation and noting specific strategies or actions where this will require particular attention.
 - Monitoring, evaluation, and reporting: Methodology, tools, and metrics for measuring progress and tracking performance over time, and a template and plan for reporting on this progress to broad audiences. It will include reporting on progress against specific strategies

and actions, as well as overall progress on reducing community climate vulnerability and emissions.

2.7.3. Deliverable:

- 2.7.3.1.** Draft Climate Action Plan, with the main body anticipated to be approximately 50-60 pages long; and
- 2.7.3.2.** Appendices to the CAP, including a detailed Implementation Plan.

2.8. Prepare Appropriate Environmental Documents

2.8.1. Consultant shall prepare an addendum for the City's CAP that fulfills the requirements under the CEQA. The addendum will include a project description, discussion of consistency with applicable plans and policies, a section that includes a description of existing conditions, the CEQA checklist, and an explanation of project impacts.

2.8.1.1. Project description: A detailed description using maps and graphics where appropriate to illustrate the proposed measures and programs that will be incorporated into the CAP.

2.8.1.2. CEQA checklist: This will include content appropriate for the proposed implementation measures. These will likely focus on energy, GHG emissions, transportation, and utilities.

2.8.1.3. Report circulation, review, and finalizing: Preparation of the 1st Administrative Draft Addendum, revising per City comments, submittal of the Screencheck version to the City for final review and comment, and preparation of the final document for posting on the City's website.

2.8.2. Deliverables:

- 2.8.2.1.** 1st Administrative Draft Addendum;
- 2.8.2.2.** Revised Addendum and Screencheck; and
- 2.8.2.3.** Final Study/Addendum.

2.9. Support City in the Adoption of the Climate Action Plan and the General Plan Amendment

2.9.1. The Consultant shall prepare reports, presentations and updates, and attend and engage the commissions and City Council throughout the CAP update process.

2.9.2. The Consultant shall support City staff preparing reports, presenting, and obtaining approval of the finalized CAP and obtaining approval of the General Plan Amendment from the Planning Commission and the final adoption by the City Council.

2.9.3. Deliverable:

- 2.9.3.1.** Presentations, reports, memos, and/or other CAP adoption support, as required by City staff.

3. ADMINISTRATIVE DRAFT CLIMATE ACTION PLAN

- 3.1.** Consultant shall prepare an Administrative Draft Climate Action Plan with all the components discussed in this Exhibit A.
- 3.2.** Consultant shall provide ten (10) copies of the Administrative Draft CAP to the City for review and comment. Consultant shall also submit a Word version of the draft to facilitate and convey City comments/edits.
- 3.3.** The City shall send the Consultant a consolidated set of City comments/edits in Word format using tracked changes.
- 3.4. Deliverable:**
- 3.4.1.** Ten (10) copies and Word file of draft CAP submitted to the City for review.

4. FINAL DRAFT CLIMATE ACTION PLAN

- 4.1.** Upon receiving the consolidated set of City comments/edits, Consultant will revise the draft CAP based on the comments and revision from the City. Consultant shall then organize a request for public comment on the revised CAP.
- 4.2.** Consultant shall provide the City with a matrix indicating Consultant's recommended way to address each public comment and asking for City guidance on pending issues. Consultant shall compile feedback and integrate it, as appropriate, into a final version of the CAP to be presented to City Council for approval.
- 4.3.** Consultant shall provide five (5) printed copies of the final draft CAP. Consultant shall also submit them electronically in Word and Adobe PDF formats.
- 4.4. Deliverable:**
- 4.4.1.** Five (5) copies of Final Climate Action Plan and electronic copies in Word and PDF formats.

EXHIBIT B SCHEDULE OF FEES

1. Maximum Compensation

The maximum amount of compensation to be paid to Consultant shall not exceed Two Hundred Eleven Thousand Six Hundred Eighty-Four Dollars (\$211,684).

2. Project Tasks

City shall pay Consultant for completed Climate Action Plan update tasks as set forth in the Scope of Services (Exhibit A) at the rates listed in Table B1- Payment Schedule below.

Table B1 – Payment Schedule

| Task | Deliverable | Hours | Cost |
|-------------|--|--------------|------------------|
| 2.1 | Project Initiation/Kickoff Meeting | 85 | \$15,975 |
| 2.2 | Analysis of 2013 Climate Action Plan | 38 | \$4,450 |
| 2.3 | Recommended and forecast GHG emission reduction targets | 92 | \$16,435 |
| 2.4 | GHG reduction and sustainability strategies | 152 | \$22,200 |
| 2.5 | Conduct Public Engagement | 234 | \$35,940 |
| 2.6 | Coordination with Related City Efforts | 28 | \$5,160 |
| 2.7 | Draft updated Climate Action Plan | 172 | \$22,820 |
| 2.8 | Prepare environmental documents | 136 | \$28,780 |
| 2.9 | Support City in the adoption of the CAP and the General Plan Amendment | 56 | \$11,840 |
| 3 | Administrative Draft of the Climate Action Plan | 32 | \$4,540 |
| 4 | Final Draft of the Climate Action Plan | 164 | \$24,300 |
| | Contingency for Additional Services | | \$19,244 |
| | GRAND TOTAL | | \$211,684 |

3. Additional Services

- 3.1.** The maximum compensation includes a ten percent (10%) contingency for additional services, as required by the City. In the event the City requires additional services, Consultant shall provide a written quotation, at no cost to the City, of the type of service(s) requested and the time and cost required. Consultant shall not perform any additional services without receiving written approval from the City.

- 3.2. City shall pay Consultant for completed additional services at the hourly rates listed in Table B2- Hourly Rates below.
- 3.3. The total compensation paid to Consultant for additional services shall not exceed \$19,244.

Table B2 – Hourly Rates

| Position | Hourly Rate |
|--|--------------------|
| CEQA Lead | \$215/hour |
| Forecasting & Target-setting Lead | \$210/hour |
| Deputy Project Manager and Coordinator | \$190/hour |
| Project Manager | \$170/hour |
| Engagement Lead | \$160/hour |
| Analyst & Lead Writer | \$100/hour |

4. Invoicing

- 4.1. Consultant shall submit to the City a monthly invoice by the fifteenth (15th) day of each month, in arrears, for payment for services performed the previous month, pursuant to this Agreement.
- 4.2. Each invoice shall include the task costs for the previous month. The invoiced task costs shall be in a separate section from the reimbursable expenses.
- 4.3. The City shall review the invoice submitted by Consultant and within ten (10) working days of receipt of the invoice, the City shall notify Consultant of any discrepancies or deficiencies in said invoice.
- 4.4. If the City disputes an expense in an invoice, the City may deduct the disputed expense from the payment of that invoice, provided that the City submits to the Consultant a written explanation of why the expense is being disputed.

5. Payment to Consultant

- 5.1. The City shall review the invoice submitted by Consultant and within ten (10) working days of receipt of the invoice, the City shall notify Consultant of any discrepancies or deficiencies in said invoice.
- 5.2. If there are no discrepancies or deficiencies in the submitted invoice, City shall submit payment to Consultant within thirty (30) days.

EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting the Consultant's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Consultant shall provide and maintain in full force and effect, at its sole cost and expense, the following insurance policies with at least the indicated coverages, provisions and endorsements:

A. COMMERCIAL GENERAL LIABILITY INSURANCE

1. Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:

\$1,000,000 Each Occurrence
\$2,000,000 General Aggregate
\$2,000,000 Products/Completed Operations Aggregate
\$1,000,000 Personal Injury
2. Exact structure and layering of the coverage shall be left to the discretion of Consultant; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.
3. The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Consultant to comply with the insurance requirements of this Agreement:
 - a. Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;
 - b. There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and
 - c. Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars (\$1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned, non-owned and hired autos.

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated

wastes and/or hazardous or regulated materials, Consultant and/or its subconsultants involved in such activities shall provide coverage with a limit of two million dollars (\$2,000,000) per accident covering transportation of such materials by the addition to the Business Auto Coverage Policy of Environmental Impairment Endorsement MCS90 or Insurance Services Office endorsement form CA 99 48, which amends the pollution exclusion in the standard Business Automobile Policy to cover pollutants that are in or upon, being transported or towed by, being loaded onto, or being unloaded from a covered auto.

C. WORKERS' COMPENSATION

1. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars (\$1,000,000) policy limit Bodily Injury by disease, one million dollars (\$1,000,000) each accident/Bodily Injury and one million dollars (\$1,000,000) each employee Bodily Injury by disease.
2. The indemnification and hold harmless obligations of Consultant included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Consultant or any subconsultant under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).
3. This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D. PROFESSIONAL LIABILITY

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against negligent acts, errors or omissions of the Consultant. Covered services as designated in the policy must specifically include work performed under this agreement. Coverage shall be in an amount of not less than one million dollars (\$1,000,000) per claim or two million dollars (\$2,000,000) aggregate. Any coverage containing a deductible or self-retention must first be approved in writing by the City Attorney's Office.

E. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Consultant's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85

or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.

2. Primary and non-contributing. Each insurance policy provided by Consultant shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the Indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance Indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Consultant's insurance.
3. Cancellation.
 - a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.
 - b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.
4. Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through D of this Exhibit C, above.

F. **ADDITIONAL INSURANCE RELATED PROVISIONS**

Consultant and City agree as follows:

1. Consultant agrees to ensure that subconsultants, and any other party involved with the Services who is brought onto or involved in the performance of the Services by Consultant, provide the same minimum insurance coverage required of Consultant, except as with respect to limits. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Consultant agrees that upon request by City, all agreements with, and insurance compliance

documents provided by, such subconsultants and others engaged in the project will be submitted to City for review.

2. Consultant agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Consultant for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.
3. The City reserves the right to withhold payments from the Consultant in the event of material noncompliance with the insurance requirements set forth in this Agreement.

G. EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Consultant, and each and every subconsultant (of every tier) shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Consultant shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

H. EVIDENCE OF COMPLIANCE

Consultant or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Consultant shall submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be mailed to:

EBIX Inc.

City of Santa Clara, Parks and Recreation Department

P.O. Box 100085 – S2

or

1 Ebix Way

Duluth, GA 30096

John's Creek, GA 30097

Telephone number: 951-766-2280

Fax number: 770-325-0409

Email address: ctsantaclara@ebix.com

I. QUALIFYING INSURERS

All of the insurance companies providing insurance for Consultant shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives.



Agenda Report

21-1621

Agenda Date: 12/7/2021

REPORT TO COUNCIL

SUBJECT

Action on Amendment No. 2 to the Billboard Banking Agreement with Outfront Media, LLC to Allow a Banked Credit for the Removal of a Two-Sided Static Billboard Located at 4545 Stevens Creek Boulevard Until June 30, 2022

COUNCIL PILLAR

Promote and Enhance Economic, Housing and Transportation Development

BACKGROUND

In April 2011, the Council revised the City Council Policy Statement for Billboard Relocation Agreements (Relocation Policy) (Attachment 1) providing that relocation or construction of a billboard may only occur with the removal of billboards from the City's existing inventory. More specifically, billboard relocation could only occur based upon removal of a sign face or panel at a ratio of 3:1 (three billboard faces removed for each relocated, new or reconstructed face). The policy was aimed at the overall net reduction of sign faces.

In 2017, Outfront Media, LLC (Outfront) expressed interest in constructing a new two-sided digital billboard within the City at a future date. In accordance with the Relocation Policy, Outfront would be required to remove a total of six existing billboard faces. Outfront removed a two-sided billboard structure located at 4545 Stevens Creek Boulevard to accommodate redevelopment of the site and requested City approval to bank two billboard faces as a credit on a future billboard site.

On May 9, 2017, City Council approved the Billboard Banking Agreement (Agreement) with Outfront to allow credit for the removal of the two-sided static billboard located at 4545 Stevens Creek Boulevard. The Agreement allowed credits to be banked until December 31, 2020. As consideration, Outfront agreed to remove an additional non-banked billboard face at 2550 Lafayette Street by December 31, 2020 (Attachment 2).

In December 2019, Outfront approached the City with a request to amend the Agreement, to extend the termination date from December 31, 2020 to December 31, 2024. After discussions with staff, Outfront determined that they would pursue approvals of a single faced billboard at 630 Laurelwood Road and therefore not need an extension to the Banking Agreement beyond December 31, 2020.

Due to unforeseen delays as a result of the COVID-19 pandemic, Outfront submitted a formal application on September 16, 2020 to construct a new single face digital display at 630 Laurelwood Road. On December 16, 2020, Council approved Amendment no. 1 to the Agreement to extend the term to December 31, 2021 (Attachment 3).

On December 18, 2020, Outfront removed the billboard sign at 2550 Lafayette Street as required by

the original Agreement.

DISCUSSION

Staff have worked diligently with Outfront on a timeline for the approval processes for a new billboard sign and approval of a relocation agreement before December 2021. However, there have been significant delays with the application process, specifically with CEQA documentation needed prior to seeking entitlements for the new billboard sign. Therefore, staff is recommending a second amendment (Attachment 4) to the Agreement to extend the term to June 30, 2022 which would allow for sufficient time to process approvals and for Outfront to maintain the banked credits in accordance with the Banking Agreement.

As discussed earlier, the Banking Agreement preserves credits for the removal of billboard faces under the Relocation Policy that would be applied to future billboard requests. The requested amendment does not provide for any approvals of a new billboard. As of the preparation of this report, CEQA environmental documentation for 630 Laurelwood has been prepared and will be circulated for review and comment. Subsequently, staff will bring forth the item to Planning Commission and Council for consideration of the sign project and corresponding Relocation Agreement.

ENVIRONMENTAL REVIEW

The action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378(a) as it has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.

FISCAL IMPACT

There is no fiscal impact associated with this action.

COORDINATION

This report has been coordinated with the Community Development Department and the City Attorney's Office.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <<mailto:clerk@santaclaraca.gov>>.

RECOMMENDATION

Approve and authorize the City Manager to execute Amendment No. 2 to the Billboard Banking Agreement with Outfront Media, LLC to extend the termination date from December 31, 2021 to June 30, 2022.

Reviewed by: Ruth Shikada, Assistant City Manager

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Policy Statement for Billboard Relocation Agreements
2. Billboard Banking Agreement
3. Amendment 1 to Billboard Banking Agreement
4. Amendment 2 to Billboard Banking Agreement

CITY COUNCIL POLICY STATEMENT FOR BILLBOARD RELOCATION AGREEMENTS

Revised April 2011

All Billboard Relocation Agreements shall have the following as the minimum criteria:

1. As of the adoption of this policy, there are 24 existing billboards in the City and that number shall not increase.
2. "Relocation" is defined as raising the height of an existing billboard, reconstructing an existing billboard, adding a face to an existing one sided billboard, or replacing an existing billboard with a new billboard in a new location.
3. Relocation can only occur with the removal of billboards from the existing billboard inventory as of July 1, 2004.
4. Relocation can only occur based upon a sign face or panel removal ratio of 3:1 (three faces removed for each relocated, new or reconstructed face) that will result in the net reduction of sign faces. As an example, in order to increase the height of a single faced billboard, 3 existing billboard faces would have to be removed.
5. In an effort to minimize public expense in amortizing outdoor advertising displays, the City may waive certain billboard requirements as set forth in City Code Sections 18.80.050 (height) and 18.80.220(b) (billboard general provisions), as those sections may be amended from time to time, with factual findings by the City Council which justify the relocation of billboards. Those findings shall include, but not be limited to, ensuring traffic safety and aesthetics are maintained in the City, encouraging locations adjacent to freeways and expressways, restricting billboards from or near residential areas and providing a minimum of 300 foot separation from existing or proposed billboards.
6. All relocated billboards must provide for at least 10% public service announcement use, free of charge to the City and non-profit entities, of one full face of copy exposure based on daily use (e.g. 36.5 days per year), and at least 50% of such public service announcement use shall occur during the hours of 6:00 a.m. and 9:00 p.m. daily.
7. Any relocation agreement allowing any relocated billboards in residentially zoned areas or areas designated for residential use in the General Plan shall require the removal of the billboard after a period of 20 years.
8. The consideration for City execution of a billboard relocation agreement shall be a payment to the City in the amount of a minimum of \$70,000.00 per relocated sign face.

**BILLBOARD BANKING AGREEMENT
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
OUTFRONT MEDIA LLC**

PREAMBLE

This billboard banking agreement ("Agreement") is by and between OUTFRONT Media LLC, a Delaware limited liability company, with its principal place of business located at 405 Lexington Avenue, New York, NY 10174 ("Advertiser"), and the City of Santa Clara, California, a chartered California municipal corporation with its primary business address at 1500 Warburton Avenue, Santa Clara, California 95050 ("City"). City and Advertiser may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement." This Agreement shall commence on the "Effective Date," which is the date that the final signatory executes the Agreement.

RECITALS

- A. WHEREAS, Sections 18.80.220-.221 of the Code of the City of Santa Clara, California ("SCCC") limit the total number of billboards within the City limits and prohibit the construction of additional billboards, except through billboard relocation agreements pursuant to Business & Professions Code section 5412 and the City Council Policy Statement for Billboard Relocation Agreements;
- B. WHEREAS, Pursuant to SCCC Section 18.80.220(b)(6), any billboard that has been dismantled or removed for a period of 120 consecutive calendar days would ordinarily cease to be counted towards the total permissible billboards within the City;
- C. WHEREAS, Advertiser is the owner of a number of billboard faces and structures within the City of Santa Clara including the following:
 - a. 4545 Stevens Creek Boulevard (2 faces)
 - b. 2983 El Camino Real (2 faces)
 - c. 3362 El Camino Real (2 faces)
 - d. 2550 Lafayette Street (1 face)
- D. WHEREAS, Advertiser wishes to construct, within the City, and at some future date, a two-sided digital billboard ("Proposed Sign");
- E. WHEREAS, In accordance with the City Council Policy Statement for Billboard Relocation Agreements, Advertiser must remove 3 existing billboard faces for each new digital face it wishes to install, such that a total of 6 existing billboard faces must be removed in order to install a new digital billboard with two faces;

- F. WHEREAS, Advertiser wishes to remove the two-sided billboard structure located at 4545 Stevens Creek Boulevard and "bank" those sides towards the future construction of the Proposed Sign; and
- G. WHEREAS, Advertiser believes that it will seek City approval of its construction of the Proposed Sign, at some future date, before December 31, 2020.

Now therefore, in consideration of the mutual promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

AGREEMENT PROVISIONS

1. The term of this Agreement shall begin on the Effective Date of this Agreement and terminate on December 31, 2020.
2. Advertiser agrees as follows:
 - a. Advertiser shall remove its 2-sided billboard structure from 4545 Stevens Creek Boulevard, including the billboard's two faces, within 90 days after the Effective Date of this Agreement, and
 - b. Advertiser shall remove the billboard face at 2550 Lafayette Street by December 31, 2020, and
 - c. Advertiser shall remove the remaining 4 billboard faces listed in Recital C, including billboard faces at 2983 and 3362 El Camino Real, on or before December 31, 2020 so long as Advertiser has successfully obtained all state and City approvals to construct and operate the Proposed Sign prior to December 31, 2020, and the statutes of limitation for legally opposing such approvals have expired without challenge. However, in Outfront's sole discretion, it may remove the remaining 4 billboard faces listed in Recital C prior to the expiration of any applicable statutes of limitation and satisfy the requirements of this paragraph.
3. In exchange for Advertiser's obligations concerning timely removal of the two-sided billboard structure at 4545 Stevens Creek Boulevard and its obligations concerning removal of the billboard face at 2550 Lafayette Street pursuant to the terms of Section 1 of this Agreement, City shall allow Advertiser to "bank" the two billboard faces from the removal of the 4545 Stevens Creek Boulevard structure, until December 31, 2020. Thus, in the event Advertiser applies for City approval of the construction of the Proposed Sign on or before December 31, 2020, Advertiser may credit the two billboard faces it removed from 4545 Stevens Creek Boulevard towards the total billboard faces required to be removed under the City Council Policy Statement.
4. If Advertiser fails to remove the seven (7) billboard structures described in this Agreement within the timeframes specified in Sections 1 to 3 of this Agreement (the "Deadlines"), and such failure is due to a delay caused by a public agency with approval authority over the removal work that has withheld a permit for Advertiser to proceed with the removal work, then the Deadlines shall

be tolled until such time as the public agency grants the permit required for the removal work to proceed. The Parties also agree that the Deadlines shall toll in the event there is a legal challenge to this Agreement or any approval for the removal work. The tolling period shall last until the date upon which any legal challenge is resolved. Nothing in this Agreement shall operate to constrain the City's discretion in considering any application by the Advertiser for the Proposed Sign.

5. Except as necessary to allow for the "banking" of the 2-sided billboard structure at 4545 Stevens Creek Boulevard, as set forth in Section 3 of this Agreement, within the timeframes set forth in Sections 1 to 4 of this Agreement, the Parties expressly acknowledge and agree that this Agreement does not affect, and has no bearing upon, Advertiser's rights and responsibilities with respect to satisfaction of any provision of California State law, City Code or Council Policy Statement, including, but not limited to, zoning codes, building codes, permit requirements, public service announcement requirements, and payment of fees. Advertiser must satisfy all other applicable requirements without reference to this Agreement.
6. This Agreement shall not be assigned or transferred without the prior written approval of City, though such approval shall not unreasonably be withheld.
7. This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.
8. To the extent permitted by law, Advertiser agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and reasonable attorney's fees in providing a defense to any claim arising therefrom, made by third parties for which City shall become liable arising from Advertiser's negligence, reckless or wrongful acts, errors, or omissions with respect to or in any way connected with this Agreement.
9. This Agreement may be amended only with the written consent of both Parties.
10. This Agreement represents the entire agreement between City and Advertiser with respect to the subject matter of this Agreement. No other understanding, agreements, conversations, or otherwise, with any representative of City prior to execution of this Agreement shall affect or modify any of the terms or obligations of this Agreement. Any verbal agreement shall be considered unofficial information and is not binding upon City.
11. In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.
12. Advertiser agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement.

13. All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara
Attention: City Manager's Office
1500 Warburton Avenue
Santa Clara, California 95050
or by facsimile at (408) 241-6771

And to Advertiser addressed as follows:

Name: OUTFRONT Media LLC
Address: 1695 Eastshore Hwy
 Berkeley, CA 94710

With a copy to: Miller Starr Regalia
 Attention: Anthony M. Leones, Esq.
 1331 N. California Blvd., Fifth Floor
 Walnut Creek, CA 94596

If notice is sent via facsimile, a signed, hard copy of the material shall also be mailed. The workday the facsimile was sent shall control the date notice was deemed given if there is a facsimile machine generated document on the date of transmission. A facsimile transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following Monday.

14. This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

15. Dispute Resolution.

- A. Unless otherwise mutually agreed to by the Parties, any controversies between Advertiser and City regarding the construction or application of this Agreement, and claims arising out of this Agreement or its breach, shall be submitted to mediation within thirty (30) days of the written request of one Party after the service of that request on the other Party.
- B. The Parties may agree on one mediator. If they cannot agree on one mediator, the Party demanding mediation shall request the Superior Court of Santa Clara County to appoint a mediator. The mediation meeting shall not exceed one day (eight (8) hours). The Parties may agree to extend the time allowed for mediation under this Agreement.
- C. The costs of mediation shall be borne by the Parties equally, except as provided in Section 15(D) of this Agreement
- D. For any contract dispute, mediation under this section is a condition precedent to filing an action in any court. In the event of mediation which arises out of any dispute related to this Agreement, the Parties shall each pay their respective attorney's fees, expert witness

costs and cost of suit through mediation only. In the event of litigation, the prevailing Party shall recover its reasonable costs of suit, expert's fees, and attorney's fees. If mediation does not resolve the dispute, the Parties agree that the matter shall be litigated in a court of law, and not subject to the arbitration provisions of the Public Contracts Code.

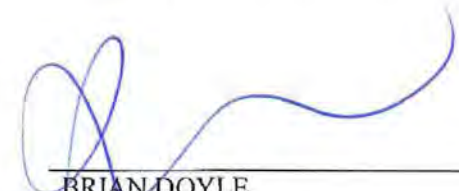
16. This Agreement does not prevent either Party from entering into similar agreements with other parties. To prevent a conflict of interest, Advertiser certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Advertiser and that no person associated with Advertiser has any interest, direct or indirect, which could conflict with Advertiser's faithful performance of this Agreement. Advertiser is familiar with the provisions of California Government Code Section 87100 and following, and certifies that it does not know of any facts which would violate these code provisions. Advertiser will advise City if a conflict arises.
17. This Agreement is a fully integrated agreement and sets forth the entire understanding between the Parties with respect to the matters stated in this Agreement and supersedes any and all prior agreements or understandings between the Parties, whether oral or written.
18. In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.
19. Interpretation and construction:
 - A. The Parties represent and declare that, in executing this Agreement, they relied solely upon their own judgment, belief and knowledge, and that they have obtained the advice and recommendations of their own independently selected counsel concerning the nature, extent or duration of their rights and claims; and that they have not been influenced to any extent whatsoever in executing this Agreement by any representations or statements not expressly contained or referred to in this Agreement.
 - B. The preparation of this Agreement has been a joint effort of the Parties, and thus any term or provision contained herein may not be construed more strictly or liberally for or against any of the Parties.
20. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.
21. The Parties agree that signatures on this Agreement, including those transmitted by facsimile, shall be sufficient to bind the Parties. Advertiser represents that Advertiser's signatory to this Agreement is authorized by resolution, bylaws, constitution, or other authorization of Advertiser, which resolution, bylaw, constitution, or other authorization is currently in full force and effect, to execute this Agreement on Advertiser's behalf. The City represents that this Agreement is authorized by local ordinance, regulation, policy, or other law, and that the City Manager is authorized to sign this Agreement on behalf of the City, to execute amendments thereto, and to take any other action necessary to implement this Agreement.

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

APPROVED AS TO FORM:

Dated: 5.11.17


BRIAN DOYLE
Interim City Attorney


RAJEEV BATRA
Interim City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

ATTEST:


ROD DIRIDON, JR.
City Clerk

"CITY"

OUTFRONT MEDIA LLC
A Delaware corporation

Dated: 5-4-17

By: 
(Signature of Person executing on behalf of Advertiser)

Printed Name: Rob Shilling

Title: General Manager

Address: 1695 Eastshore Hwy

Berkeley, CA 94710

Email Address: Rob.Shilling@outfrontmedia.com

Telephone: (510) 559-1133

Fax: ()

"ADVERTISER"

**FIRST AMENDMENT TO BILLBOARD BANKING AGREEMENT
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
OUTFRONT MEDIA LLC**

PREAMBLE

THIS FIRST AMENDMENT is made and entered into this 16TH day of DECEMBER, 2020 by and between the City of Santa Clara, a chartered California municipal corporation ("City"), and OUTFRONT Media LLC, a Delaware limited liability company ("Advertiser"). City and Advertiser may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

- A. WHEREAS, the Parties entered into that certain agreement entitled Billboard Banking Agreement by and between the City of Santa Clara, California, and Outfront Media LLC, dated May 11, 2017 ("Original Agreement");
- B. WHEREAS, Pursuant to Section 9 of the Original Agreement, the Original Agreement can be amended with the written consent of both Parties;
- C. WHEREAS, the terms of this First Amendment to the Original Agreement, to which both Parties consent, is intended to modify the Original Agreement as set forth below;
- D. WHEREAS, the Parties entered into the Original Agreement for the purpose of allowing Advertiser to construct a single, two-sided billboard structure (the "Original Proposed Sign") before December 31, 2020, in accordance with the April 2011 City Council Policy Statement for Billboard Relocation Agreements (the "Council Policy");
- E. WHEREAS, the Original Agreement allowed the Advertiser to "bank" the removal of the two-sided static billboard located at 4545 Stevens Creek Boulevard as credit towards construction of a new billboard under the Council Policy. As consideration for allowing the banking of the two sides, Advertiser committed to also remove an additional billboard face, at 2550 Lafayette Street, by December 31, 2020;
- F. WHEREAS, the Original Agreement also committed Advertiser to remove an additional 4 billboard faces prior to construction of the Original Proposed Sign and prior to December 31, 2020, but also acknowledged that such removals were

not required if the Advertiser did not obtain all necessary state and City approvals to construct and operate the Original Proposed Sign prior to December 31, 2020. The additional 4 billboard faces were located at 2983 El Camino Real (2 faces) and 3362 El Camino Real (2 faces);

- G. WHEREAS, although the Original Agreement contemplated that the construction of the Original Proposed Sign would be a two-sided billboard, due to a limited availability of locations capable of supporting operations of a new two-sided billboard, the construction of such as contemplated under the Original Agreement is not feasible, although it is feasible to construct one single-sided billboard ("Single Sign Project"):
- H. WHEREAS, in lieu of constructing the two-sided Original Proposed Sign and removing an additional four faces, the Parties would now like to amend the Agreement to provide for the construction of the Single Sign Project and the removal of only one additional, easterly oriented face at 2983 El Camino Real, in addition to the three faces already committed to be removed (the two faces at 4545 Stevens Creek Boulevard and the one face at 2550 Lafayette Street);
- I. WHEREAS, pursuant to the Original Agreement, Advertiser timely removed the two-sided billboard structure located at 4545 Stevens Creek Boulevard;
- J. WHEREAS, on September 16, 2020, Advertiser submitted an application for a single-sided billboard on property located at 630 Laurelwood Road; and
- K. WHEREAS, on November 24, 2020, Advertiser submitted an application for a demolition permit for the removal of a billboard located at 2550 Lafayette Street.

Now therefore, in consideration of the mutual promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby modify the Original Agreement as follows:

AGREEMENT AMENDMENTS

- 1. Section 1 of the Original Agreement, entitled "Agreement Provisions," is amended to read as follows:

"The term of this Agreement shall begin on the Effective Date of this Agreement and terminate on December 31, 2021."

- 2. Section 2 of the Original Agreement, entitled "Agreement Provisions" is amended to read as follows:

"Advertiser agrees as follows:

- a. Advertiser shall remove its two-sided billboard structure from 4545 Stevens Creek Boulevard, including the billboard's two faces, within 90 days after the Effective Date of this Agreement, and
- b. Advertiser shall remove the billboard face at 2550 Lafayette Street by December 31, 2020, and
- c. Advertiser shall remove the easterly oriented billboard face at 2983 El Camino Real within ninety (90) days of Advertiser securing all government approvals of a Single Sign Project, except that City and Advertiser agree to extend the date for removal of this face in the event there is a legal challenge to any governmental approvals for the Single Sign Project, and the tolling period shall last until the date upon which any legal challenge is resolved in a manner allowing for implementation of the Single Sign Project.
- d. Notwithstanding section 4 of the Original Agreement, the removal of additional billboards listed in Recital C of the Original Agreement (the westerly face of 2983 El Camino Real, and the two faces at 3362 El Camino Real) is not required unless and until Advertiser secures approval for entitlements for a second billboard face, the terms of which removal shall be negotiated between City and Advertisers under a separate relocation agreement.

3. Section 3 of the Original Agreement is amended to read as follows:

"In exchange for Advertiser's obligations concerning timely removal of the two-sided billboard structure at 4545 Stevens Creek Boulevard and its obligations concerning removal of the billboard face at 2550 Lafayette Street pursuant to the terms of section 1 of this Agreement, City shall allow Advertiser to continue to "bank" credits for its removal of the two-sided billboard structure from 4545 Stevens Creek Boulevard, including the billboard's two faces, until December 31, 2021. Thus, in the event Advertiser applies for City approval of the construction of the Single Sign Project, Advertiser may credit the two billboard faces it removed from 4545 Stevens Creek Boulevard toward the total billboard faces required to be removed under the City Council Policy Statement until December 31, 2021."

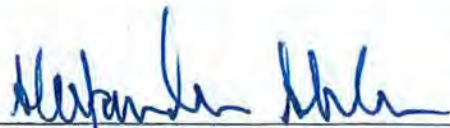
4. Except as amended above, all other terms and conditions of the Original Agreement shall remain in full force and effect. In case of a conflict in the terms of the Agreement and this First Amendment, the provisions of this First Amendment shall control.

The Parties acknowledge and accept the terms and conditions of this First Amendment as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

APPROVED AS TO FORM:

Dated: 12/21/2020


fr BRIAN DOYLE
City Attorney



by DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

[SIGNATURES CONTINUED ON NEXT PAGE]

OUTFRONT MEDIA LLC
A Delaware corporation

Dated: 12/3/20

By: 
(Signature of Person executing on behalf of Advertiser)

Printed Name: Rob Shilling

Title: General Manager

Address: 1695 Eastshore Hwy
Berkeley, CA, 94710

Email

Address: rob.shilling@outfrontmedia.com

Telephone: (510) 527-3350

Fax: (510) 527-7041

"ADVERTISER"

**SECOND AMENDMENT TO BILLBOARD BANKING AGREEMENT
BY AND BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
OUTFRONT MEDIA LLC**

PREAMBLE

THIS SECOND AMENDMENT is made and entered into this _____ day of _____, 2021 by and between the City of Santa Clara, a chartered California municipal corporation ("City"), and OUTFRONT Media LLC, a Delaware limited liability company ("Advertiser"). City and Advertiser may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

- A. WHEREAS, the Parties entered into that certain agreement entitled Billboard Banking Agreement by and between the City of Santa Clara, California, and Outfront Media LLC, dated May 11, 2017 ("Original Agreement");
- B. WHEREAS, Pursuant to Section 9 of the Original Agreement, the Original Agreement can be amended with the written consent of both Parties;
- C. WHEREAS, the Parties entered into a First Amendment to the Original Agreement dated December 21, 2020, which extended the term of the Original Agreement to December 31, 2021 ("Original Agreement as Amended").
- D. WHEREAS, the terms of this Second Amendment to the Original Agreement, to which both Parties consent, is intended to modify the Original Agreement as Amended as set forth below;
- E. WHEREAS, on September 16, 2020, Advertiser submitted an application for a single-sided billboard on property located at 630 Laurelwood Road;
- F. WHEREAS, the Parties wish to extend the term of the Original Agreement as Amended to provide the City with additional time to consider approval of the single-side billboard on property located at 630 Laurelwood Road.

Now therefore, in consideration of the mutual promises herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby modify the Original Agreement as Amended as follows:

AGREEMENT AMENDMENTS

1. Section 1 of the Original Agreement as Amended, entitled "Agreement Provisions," is amended to read as follows:

"The term of this Agreement shall begin on the Effective Date of this Agreement and terminate on June 30, 2022."

2. Except as amended above, all other terms and conditions of the Original Agreement as Amended shall remain in full force and effect. In case of a conflict in the terms of the Original Agreement as Amended and this Second Amendment, the provisions of this Second Amendment shall control.

The Parties acknowledge and accept the terms and conditions of this Second Amendment as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

APPROVED AS TO FORM:

Dated: _____

Office of the City Attorney

DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

[SIGNATURES CONTINUED ON NEXT PAGE]

OUTFRONT MEDIA LLC
A Delaware corporation

Dated: _____

By: _____

(Signature of Person executing on behalf of
Advertiser)

Printed Name: _____

Title: _____

Address: _____

Email
Address: _____

Telephone: () _____

Fax: () _____

"ADVERTISER"



Agenda Report

21-999

Agenda Date: 12/7/2021

REPORT TO COUNCIL

SUBJECT

Action on a Resolution to Comply with the Surplus Land Act for Purposes for Participation in the One Bay Area Grant Program

COUNCIL PILLAR

Deliver and Enhance High Quality Efficient Services and Infrastructure

BACKGROUND

The Metropolitan Transportation Commission (MTC), the metropolitan planning organization for the nine-county San Francisco Bay Area (which includes Santa Clara County), administers regional transportation grant funding opportunities such as, the regional One Bay Area Grant (OBAG) Program. To receive OBAG funding, the MTC requires agencies adopt a resolution (Attachment 1) related to compliance with the Act. The next cycle of OBAG funding is projected to announce a call for projects in 2022.

The Surplus Land Act (Act) was enacted in 1968 and contains procedures for disposition by sale or lease of surplus properties by local agencies. Surplus land is land owned by a local agency that is determined to be no longer necessary for the agency's use, except land being held by the agency for the purpose of exchange or which is exempt under the Act, such as land less than 5,000 square feet in area, less than the minimum legal residential lot size, or land that has no recorded access and is less than 10,000 square feet in area. As a Charter City, the City of Santa Clara has previously been exempted from the Act.

California Assembly Bill (AB) 2135, amended the Surplus Land Act to prioritize affordable housing development on surplus lands, including the following: it extended the good faith negotiation period to 90 days; where a housing project is developed on the site, required at least 25 percent of the development to be income restricted for lower income households, earning 80% or less of Area Median Income (AMI); and added a requirement that if negotiations with one of the specified entities are unsuccessful, then any residential development on the surplus land over 10 units must make at least 15 percent of the units affordable. A 2020 California Supreme Court decision extended the applicability of the Act to charter cities, including Santa Clara.

Furthermore, there are additional, more recent State Assembly Bills related to the Act. AB 1255 and AB 1486, both signed by the Governor in October 2019, also amended the Act. AB 1255 required each city to make a central inventory of specified surplus land and report the information to the California Department of Housing and Community Development (HCD). AB 1486 expanded the definition of a local agency to include a redevelopment successor agency, clarified the definition of what constitutes surplus land, and required a local agency to make findings regarding surplus land before beginning the disposition process.

DISCUSSION

The Community Development Department (CDD) staff has analyzed the necessary actions that the City must undertake related to the Resolution and the City is currently complying with the Act. Per AB 1255, the City is required to make a central inventory of specified surplus land and excess land identified pursuant to the Act on or before December 31 of each year. The City shall include a description of each parcel and its present uses, a matter of public record, and report this information to HCD no later than April 1 of each year, beginning April 1, 2021. Preparation for annual reporting for 2021 is currently underway by CDD and will be submitted as part of the Housing Element Annual Progress Report. In addition, the City must provide notices of availability of surplus land, receive notices of interest from entities, and report information to the HCD. Compliance with the Act supports HCD by helping to identify the supply of land for affordable housing. Additionally, adopting a resolution related to compliance with the Act will allow the City to apply for future OBAG funding opportunities.

ENVIRONMENTAL REVIEW

The action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15378(b)(5) in that it is a governmental organization or administrative activity that will not result in direct or indirect changes in the environment.

FISCAL IMPACT

There is no fiscal impact related to this report.

COORDINATION

This report has been coordinated with the City Attorney's Office. Additionally, the proposed Resolution has been coordinated with the Santa Clara Valley Transportation Authority and MTC.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <<mailto:clerk@santaclaraca.gov>> or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

Adopt a Resolution to Comply with the Surplus Land Act for Purposes for Participation in the One Bay Area Grant Program.

Reviewed by: Andrew Crabtree, Director, Community Development Department

Reviewed by: Craig Mobeck, Director of Public Works

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Resolution

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA TO COMPLY WITH THE
SURPLUS LAND ACT**

BE IT RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

WHEREAS, the San Francisco region has the highest housing costs in the United States; and

WHEREAS, the Bay Area produced less than 30% of the need for low- and moderate-income housing units from 2007-2014; and

WHEREAS, there are limited funding sources available to secure land for the construction of low- and moderate-income housing; and

WHEREAS, public lands can play a critical role in increasing the supply of land for affordable housing;

WHEREAS, the Metropolitan Transportation Commission adopted Resolution No. 4202, outlining the programming policy and project selection criteria for the One Bay Area Grant Program (OBAG 2), including certain requirements to access these funds; and

WHEREAS, one such requirement is the adoption of a resolution demonstrating compliance with Surplus Land Act (California Government Code § 54220, et seq.).

**NOW THEREFORE, BE IT FURTHER RESOLVED BY THE CITY OF SANTA CLARA AS
FOLLOWS:**

1. That the City of Santa Clara agrees to comply with the terms of the Surplus Land Act, as exists now or may be amended in the future including, but not limited to, AB 1255 (Rivas, 2019), which requires jurisdictions to compile and report annually an

inventory of surplus lands to the California Department of Housing and Community Development.

2. Effective date. This resolution shall become effective immediately.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE ____ DAY OF _____, 2021, BY THE FOLLOWING VOTE:

AYES: COUNCILORS:

NOES: COUNCILORS:

ABSENT: COUNCILORS:

ABSTAINED: COUNCILORS:

ATTEST: _____
NORA PIMENTEL, MMC
ASSISTANT CITY CLERK
CITY OF SANTA CLARA

Attachments incorporated by reference:

1. Assembly Bill No. 2135, Chapter 677 text

S:\Attorney\RESOLUTIONS\Form Resolution-City.doc

Assembly Bill No. 2135

CHAPTER 677

An act to amend Sections 54220, 54223, 54225, 54226, and 54227 of, and to add Sections 54222.5 and 54233 to, the Government Code, relating to local government.

[Approved by Governor September 27, 2014. Filed with
Secretary of State September 27, 2014.]

LEGISLATIVE COUNSEL'S DIGEST

AB 2135, Ting. Surplus land: affordable housing.

(1) Existing law prescribes requirements for the disposal of surplus land by a local agency, as defined. Existing law requires a local agency disposing of surplus land to negotiate in good faith with certain entities that provided notice of a desire to purchase or lease the land and, if the price or terms cannot be agreed upon within a period of not less than 60 days with those entities, the local agency may dispose of the surplus land without fulfilling further requirements, as specified. Existing law authorizes a local agency selling surplus land for specified purposes to specified entities, including, but not limited to, low- and moderate-income housing, to provide a payment period of up to 20 years in a sales contract or trust deed. Existing law requires a local agency disposing of surplus land to give first priority in a purchase or lease to an entity agreeing to use the site for housing for persons of low or moderate income, except as specified. Existing law specifies that these and other related provisions are not to be interpreted to empower a local agency to sell or lease surplus land at less than fair market value.

This bill would require an entity proposing to use the surplus land for developing low- and moderate-income housing to agree to make available not less than 25% of the total number of units developed on the parcels at affordable housing cost or affordable rent for a period of at least 55 years to lower-income households, as those terms are defined in existing law. This bill would require a local agency to give first priority in disposing of the surplus land to an entity that agrees to these requirements. This bill would also require these requirements, as specified, to be contained in a covenant or restriction recorded against the surplus land at the time of sale, to run with the land, and be enforceable, against any owner who violates the covenant or restriction and each successor-in-interest who continues the violation, by a residents' association, as specified, and certain individuals, that include, but are not limited to, a resident of a unit subject to these requirements. This bill would increase the minimum time that an agency disposing of surplus land is required to conduct negotiations with certain entities desiring to purchase or lease the surplus land from 60 to 90 days. This bill would require, if the local agency does not agree to price and terms

with those certain entities and the surplus land is used for the development of 10 or more residential units, the entity or a successor-in-interest that received the surplus land to provide not less than 15% of the total number of units developed on the parcels at affordable housing cost or affordable rent, at terms similar to an entity that received first priority for providing not less than 25% of the total number of units at affordable housing cost or affordable rent, as specified.

This bill would permit the payment period for surplus land sold for low- and moderate-income housing purposes to exceed 20 years, subject to limits related to land use requirements for low- or moderate-income housing.

This bill would delete the statement that these provisions are not to be interpreted to empower a local agency to sell or lease surplus land at less than fair market value, and would provide that a sale or lease at or less than fair market value, as specified, shall not be construed as inconsistent with an agency's purpose. By increasing the duties of local officials in connection with sales and leases of surplus land, this bill would impose a state-mandated local program.

(2) The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that, if the Commission on State Mandates determines that the bill contains costs mandated by the state, reimbursement for those costs shall be made pursuant to these statutory provisions.

The people of the State of California do enact as follows:

SECTION 1. Section 54220 of the Government Code is amended to read:

54220. (a) The Legislature reaffirms its declaration that housing is of vital statewide importance to the health, safety, and welfare of the residents of this state and that provision of a decent home and a suitable living environment for every Californian is a priority of the highest order. The Legislature further declares that there is a shortage of sites available for housing for persons and families of low and moderate income and that surplus government land, prior to disposition, should be made available for that purpose.

(b) The Legislature reaffirms its belief that there is an identifiable deficiency in the amount of land available for recreational purposes and that surplus land, prior to disposition, should be made available for park and recreation purposes or for open-space purposes. This article shall not apply to surplus residential property as defined in Section 54236.

(c) The Legislature reaffirms its declaration of the importance of appropriate planning and development near transit stations, to encourage the clustering of housing and commercial development around such stations. Studies of transit ridership in California indicate that a higher percentage of persons who live or work within walking distance of major transit stations

utilize the transit system more than those living elsewhere, and that lower income households are more likely to use transit when living near a major transit station than higher income households. The sale or lease of surplus land at less than fair market value to facilitate the creation of affordable housing near transit is consistent with goals and objectives to achieve optimal transportation use. The Legislature also notes that the Federal Transit Administration gives priority for funding of rail transit proposals to areas that are implementing higher-density, mixed-use, and affordable development near major transit stations.

SEC. 2. Section 54222.5 is added to the Government Code, to read:

54222.5. An entity proposing to use the surplus land for developing low- and moderate-income housing shall agree to make available not less than 25 percent of the total number of units developed on the parcels at affordable housing cost, as defined in Section 50052.5 of the Health and Safety Code, or affordable rent, as defined in Section 50053 of the Health and Safety Code, to lower income households, as defined in Section 50079.5 of the Health and Safety Code. Rental units shall remain affordable to, and occupied by, lower income households for a period of at least 55 years. The initial occupants of all ownership units shall be lower income households, and the units shall be subject to an equity sharing agreement consistent with paragraph (2) of subdivision (c) of Section 65915. These requirements shall be contained in a covenant or restriction recorded against the surplus land at the time of sale, which shall run with the land and shall be enforceable, against any owner who violates a covenant or restriction and each successor in interest who continues the violation, by any of the following:

- (a) The local agency that disposed of the property.
- (b) A resident of a unit subject to this section.
- (c) A residents association with members who reside in units subject to this section.
- (d) A former resident of a unit subject to this section who last resided in that unit.
- (e) An applicant seeking to enforce the covenants or restrictions for a particular unit that is subject to this section, if the applicant conforms to all of the following:
 - (1) Is of low or moderate income, as defined in Section 50093 of the Health and Safety Code.
 - (2) Is able and willing to occupy that particular unit.
 - (3) Was denied occupancy of that particular unit due to an alleged breach of a covenant or restriction implementing this section.
- (f) A person on an affordable housing waiting list who is of low or moderate income, as defined in Section 50093 of the Health and Safety Code, and who is able and willing to occupy a unit subject to this section.

SEC. 3. Section 54223 of the Government Code is amended to read:

54223. After the disposing agency has received notice from the entity desiring to purchase or lease the land, the disposing agency and the entity shall enter into good faith negotiations to determine a mutually satisfactory sales price or lease terms. If the price or terms cannot be agreed upon after

a good faith negotiation period of not less than 90 days, the land may be disposed of without further regard to this article, except that Section 54233 shall apply.

SEC. 4. Section 54225 of the Government Code is amended to read:

54225. Any public agency selling surplus land to an entity described in Section 54222 for park or recreation purposes, for open-space purposes, for school purposes, or for low- and moderate- income housing purposes may provide for a payment period of up to 20 years in any contract of sale or sale by trust deed for the land. The payment period for surplus land sold for housing for persons and families of low and moderate income may exceed 20 years, but the payment period shall not exceed the term that the land is required to be used for low- or moderate-income housing.

SEC. 5. Section 54226 of the Government Code is amended to read:

54226. This article shall not be interpreted to limit the power of any local agency to sell or lease surplus land at fair market value or at less than fair market value, and any such sale or lease at or less than fair market value consistent with this article shall not be construed as inconsistent with an agency's purpose. No provision of this article shall be applied when it conflicts with any other provision of statutory law.

SEC. 6. Section 54227 of the Government Code is amended to read:

54227. (a) In the event that any local agency disposing of surplus land receives offers for the purchase or lease of that land from more than one of the entities to which notice and an opportunity to purchase or lease shall be given pursuant to this article, the local agency shall give first priority to the entity that agrees to use the site for housing that meets the requirements of Section 54222.5. If the local agency receives offers from more than one entity that agrees to meet the requirements of Section 54222.5, then the local agency shall give priority to the entity that proposes to provide the greatest number of units that meet the requirements of Section 54222.5 at the deepest level of affordability.

(b) Notwithstanding subdivision (a), first priority shall be given to an entity that agrees to use the site for park or recreational purposes if the land being offered is already being used and will continue to be used for park or recreational purposes, or if the land is designated for park and recreational use in the local general plan and will be developed for that purpose.

SEC. 7. Section 54233 is added to the Government Code, to read:

54233. If the local agency does not agree to price and terms with an entity to which notice and an opportunity to purchase or lease are given pursuant to this article and disposes of the surplus land to an entity that uses the property for the development of 10 or more residential units, the entity or a successor-in-interest shall provide not less than 15 percent of the total number of units developed on the parcels at affordable housing cost, as defined in Section 50052.5 of the Health and Safety Code, or affordable rent, as defined in Section 50053 of the Health and Safety Code, to lower income households, as defined in Section 50079.5 of the Health and Safety Code. Rental units shall remain affordable to, and occupied by, lower income households for a period of at least 55 years. The initial occupants of all

ownership units shall be lower income households, and the units shall be subject to an equity sharing agreement consistent with the provisions of paragraph (2) of subdivision (c) of Section 65915. These requirements shall be contained in a covenant or restriction recorded against the surplus land prior to land use entitlement of the project, and the covenant or restriction shall run with the land and shall be enforceable, against any owner who violates a covenant or restriction and each successor in interest who continues the violation, by any of the entities described in subdivisions (a) to (f), inclusive, of Section 54222.5.

SEC. 8. If the Commission on State Mandates determines that this act contains costs mandated by the state, reimbursement to local agencies and school districts for those costs shall be made pursuant to Part 7 (commencing with Section 17500) of Division 4 of Title 2 of the Government Code.



Agenda Report

21-1519

Agenda Date: 12/7/2021

REPORT TO COUNCIL

SUBJECT

Action to Adopt a Resolution Authorizing the City Manager to Negotiate and Execute a Consortium Agreement with the County of Santa Clara (County), that Authorizes the County to Submit Funding Applications to the State of California on the City's Behalf for the City's allocation of State Permanent Local Housing Allocation (PLHA) Program Funds, and Authorizes the County to Administer the Funds in Accordance with State Requirements and in Accordance with the Consortium Agreement

BACKGROUND

SB2 (2017), as authorized by Health and Safety Code Section 50470, was part of a 15-bill housing package aimed at addressing the state's housing shortage and high housing costs. SB2 created the Building Homes and Jobs Trust Fund and the PLHA Program. Specifically, it established a permanent source of funding intended to increase the affordable housing stock in California. The revenue from SB2 varies from year to year, as revenue is dependent on real estate transactions with fluctuating activity. The legislation directs the California Department of Housing and Community Development (HCD) to use 70% of the revenue collected, beginning in calendar year 2019, to provide financial assistance to local governments for eligible housing-related projects and programs to assist in addressing the unmet housing needs of their local communities.

The PLHA formula allocations are based on the same formula used to award federal Community Development Block Grant (CDBG) funds to eligible communities in Federal Fiscal Year (FFY) 2017. The chart below shows the estimated 2019 PLHA allocations by eligible jurisdiction in the County. The jurisdictions will receive annual allocations of PLHA funds.

| PHLA Entitlement Jurisdictions | 2019 Allocation | 2020 Allocation | Combined 2019 & 2020 Allocation | Previously Awarded | Currently Available |
|--------------------------------|-----------------|-----------------|---------------------------------|--------------------|---------------------|
| Santa Clara County | \$736,733 | \$1,145,111 | \$1,881,844 | \$0 | \$1,881,844 |
| City of Cupertino | \$165,510 | \$257,254 | \$422,764 | \$0 | \$422,764 |
| City of Gilroy | \$244,259 | \$379,654 | \$623,913 | \$0 | \$623,913 |
| City of Milpitas | \$238,595 | \$370,850 | \$609,445 | \$0 | \$609,445 |
| City of Mountain View | \$256,551 | \$398,761 | \$655,312 | \$0 | \$655,312 |
| City of Palo Alto | \$231,496 | \$359,817 | \$591,313 | \$0 | \$591,313 |
| City of San Jose | \$4,348,646 | \$6,759,142 | \$11,107,788 | \$4,348,646 | \$6,759,142 |

| | | | | | |
|---------------------|-------------|--------------|--------------|-------------|--------------|
| City of Santa Clara | \$479,491 | \$745,278 | \$1,224,769 | \$0 | \$1,224,769 |
| City of Sunnyvale | \$533,023 | \$828,483 | \$1,361,506 | \$0 | \$1,361,506 |
| Total | \$7,234,304 | \$11,244,350 | \$18,478,654 | \$4,348,646 | \$14,130,008 |

DISCUSSION

The County is proposing to submit a noncompetitive application for the PLHA funds allocated to the County and on behalf of the City of Santa Clara which will include the following:

1. A resolution stating that the County will enter into a Consortium Agreement with the cities and submit a joint application to the HCD for the additive PLHA allocation for each entitlement jurisdiction.
2. A Consortium Agreement between the County and the cities for a term of five years, which will auto renew until a city notifies County of its intent to withdraw, and that authorizes the County to act as the Lead Entity for the PLHA Program and shall assume overall responsibility for ensuring that the PLHA Program is carried out in compliance with Title 24, Part 92 of the Code of Federal Regulations.

The objectives set forth in the PLHA program and our local goals and priorities include increasing the supply of housing for households at or below 60% of area median income, increase assistance to affordable owner-occupied workforce housing, assist persons experiencing or at risk of homelessness, facilitate housing affordability, particularly for lower and moderate income households, and promote projects and programs to meet the local government's unmet share of the regional housing needs allocation.

To meet the objectives set forth by the PLHA program, the County and City agreed that PLHA funds received will be allocated toward the following eligible activities selected based on the most pressing needs of the community:

1. 100% of the allocated PLHA funding will be allocated toward the predevelopment, development, acquisition, rehabilitation, and preservation of multifamily, residential live-work, rental housing that is affordable to extremely low, very low, low-, and moderate-income households, including necessary operating subsidies in the City of Santa Clara.

ENVIRONMENTAL REVIEW

The action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378(b)(5) in that it is a governmental organizational or administrative activity that will not result in direct or indirect changes in the environment.

FISCAL IMPACT

By joining the Consortium, it allows for administration of the application for funding and the reporting requirements to be conducted by the County, preserving staff time and ensuring compliance with state requirements. The City's allocation of PHLA funds will be allocated to the Consortium and restricted for use by the eligible uses contained in the agreement. The City will direct City's portion of the annual PLHA allocations to be used for the specific use of predevelopment, development,

acquisition, rehabilitation, and preservation of multifamily, residential live-work, or rental housing that is affordable to extremely low, very low, low-, and moderate-income households in the City of Santa Clara.

COORDINATION

This report was coordinated with City Manager's Office, City Attorney's Office, and Department of Finance

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <<mailto:clerk@santaclaraca.gov>> or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

Adopt a Resolution authorizing the City Manager to negotiate and execute a Consortium Agreement with the County of Santa Clara (County), that authorizes the County to submit funding applications to the State of California on the City's behalf for the City's allocation of State Permanent Local Housing Allocation (PLHA) program funds, and authorizes the County to administer the funds in accordance with State requirements and in accordance with the Consortium Agreement.

Reviewed by: Andrew Crabtree, Director of Community Development

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Draft Resolution
2. Redacted Sample Consortium Agreement

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
SANTA CLARA, CALIFORNIA, APPROVING THE CITY'S
PARTICIPATION IN A COUNTY CONSORTIUM TO RECEIVE
AND ALLOCATE FUNDS BY THE STATE OF
CALIFORNIA PURSUANT TO THE PERMANENT LOCAL
HOUSING ALLOCATION (PLHA) PROGRAMS**

BE IT RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

WHEREAS, the State of California, Department of Housing and Community Development (Department) is authorized to provide up to \$195 million to Cities and Counties for assistance under the SB 2 Permanent Local Housing Allocation (PLHA) Program Entitlement Jurisdiction Component from the Building Homes and Jobs Trust Fund (as described in Health and Safety Code section 50470 et seq. (Chapter 364, Statutes of 2017 (SB 2)));

WHEREAS, the Department issued Permanent Local Housing Allocation Final Guidelines (PLHA Program Guidelines) in October 2019; and **WHEREAS**, the State of California, Department of Housing and Community Development (HCD) issued a Notice of Funding Availability (NOFA) dated February 26, 2020, under the Permanent Local Housing Allocation Program;

WHEREAS, the Department may approve funding allocations for the PLHA Program, subject to the terms and conditions of the PLHA Program Guidelines, NOFA, Program requirements, the Standard Agreement, and other contracts between the Department and PLHA grant recipients;

WHEREAS, the City of Santa Clara is an eligible local government to receive annual allocations of PLHA funds and may apply to the Department for the City's allocation of PLHA funds, or the City of Santa Clara may participate in a local consortium and delegate another entity to apply for and administer the City's allocation of PLHA funds in accordance with Article III Section 300 (c) of the Program Guidelines;

WHEREAS, the City of Santa Clara agrees to participate in a County of Santa Clara PLHA Consortium and will enter into a PLHA Consortium Agreement to authorize the County of Santa Clara, as the Administering Jurisdiction, to apply for and administer PLHA funds on the City's behalf pursuant to the terms of the PLHA Consortium Agreement; and

WHEREAS, the County, as the Administering Jurisdiction, will be responsible for all PLHA program requirements.

NOW THEREFORE, BE IT FURTHER RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

1. The City of Santa Clara certifies that it has delegated the County of Santa Clara to submit an application on its behalf and administer the PLHA grant award for the formula allocation of PLHA funds;
2. The City of Santa Clara certifies that its selection process of the County of Santa Clara was accessible to the public and involved no conflicts of interest;
3. The City of Santa Clara has entered into a legally binding agreement with the County of Santa Clara delegated jurisdiction;
4. Notwithstanding the City of Santa Clara's delegation, the City remains the administering local government and is hereby responsible for all program requirements.

//

//

//

//

//

//

5. Effective date. This resolution shall become effective immediately.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED
AND ADOPTED BY THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING
THEREOF HELD ON THE ____ DAY OF _____, 2021, BY THE FOLLOWING VOTE:

AYES: COUNCILORS:

NOES: COUNCILORS:

ABSENT: COUNCILORS:

ABSTAINED: COUNCILORS:

ATTEST: _____

NORA PIMENTEL, MMC
ASSISTANT CITY CLERK
CITY OF SANTA CLARA

Attachments incorporated by reference: None

**COOPERATION AGREEMENT (AGREEMENT) FOR THE
[REDACTED] COUNTY PERMANENT LOCAL HOUSING ALLOCATION (PLHA)
PROGRAM CONSORTIUM**

This Agreement is entered into by and between the City [REDACTED] (hereinafter referred to as CITY) and the County [REDACTED] (COUNTY), acting as the "Lead Entity" of the PLHA Consortium for the [REDACTED] County.

WITNESSETH:

WHEREAS, In 2017, Governor Brown signed a 15-bill housing package aimed at addressing the state's housing shortage and high housing costs, which included the Building Homes and Jobs Act (SB 2), which established a \$75 recording fee on real estate documents to increase the supply of affordable homes in California; and

WHEREAS, Because the number of real estate transactions recorded in each county will vary from year to year, the revenues collected will fluctuate; and

WHEREAS, SB 2 directs the California Department of Housing and Community Development (State HCD) to use seventy percent (70%) of the annual revenue collected for locally administered affordable housing programs beginning in calendar year 2019, which establishes the Permanent Local Housing Allocation program (PLHA); and

WHEREAS, one or more local governments may designate another Local government to administer on its behalf its formula allocation of PLHA funds provided that the local governments enter into a legally binding agreement and the funds are expended for eligible activities and consistent with program requirements; and

WHEREAS, COUNTY has formed a [REDACTED] County PLHA Consortium (Consortium), whereas Cities within the jurisdictional boundaries of [REDACTED] County may elect to join the Consortium; and

WHEREAS, COUNTY has agreed to be designated as the Lead Entity of the Consortium; and

WHEREAS, the CITY has elected to join the Consortium pursuant to Resolution # _____ passed by the City Council on _____, and included as Exhibit B to this Agreement; and

WHEREAS, it is the desire of COUNTY and CITY that this Agreement be automatically renewed at the end of the Term, as defined herein, unless, within sixty (60) days prior to the end of the Term, COUNTY or CITY elects not to renew the Agreement.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. **TRUE AND CORRECT.** The above recitals are true and correct.
2. **BENEFICIARY.** A beneficiary is a member of the low-income public that will reside in an affordable housing unit, shelter, or other housing developed with Consortium Funds or will utilize one or more services provided by Recipients of Consortium Funds.
3. **CITY FUNDS.** CITY funds are the portion of the Consortium Funds that were identified by State HCD as the amount of PLHA funds that would have been allocated to CITY. By execution of this Agreement, CITY authorizes that its PLHA funds be allocated to the Consortium and restricted for use by the eligible uses contained in the Plan. CITY may exercise control over the eligible uses of its own funds as provided for in Section 21(b) of this Agreement.
4. **CONSORTIUM.** The Consortium consists of COUNTY, CITY and the cities of [REDACTED], and [REDACTED] (individually "Consortium Member" and together "Consortium Members"), during the term of this Agreement.
5. **CONSORTIUM FUNDS.** Consortium funds include the annual allocations of PLHA funds allocated by State HCD to the COUNTY on behalf of the Consortium.
6. **COMPLIANCE WITH LAW.** COUNTY and CITY agree to comply with the State of California PLHA program and any guidelines, rules, policies, or standards of general application as may be revised from time-to-time by the State Department of Housing and Community Development.
7. **ELIGIBLE APPLICANT.** Eligible Applicant is a jurisdiction identified in the PLHA Guidelines as Eligible Applicant, is in the County [REDACTED], and receives an annual allocation of PLHA funds from the State.
8. **FISCAL YEAR.** The fiscal year is the period July 1 through June 30.
9. **GEOGRAPHIC BOUNDARIES.** The geographic areas where Consortium Funds may be used or from which beneficiaries are located, include the jurisdictional boundaries of Consortium members and the cities of [REDACTED] and [REDACTED].
10. **GUIDELINES.** Guidelines are the Permanent Local Housing Allocation Final Guidelines, dated October 2019 and attached hereto as Exhibit A, as amended from time to time by State HCD.
11. **HCD.** HCD is the County [REDACTED] Division of Housing and Community Development under the County Department [REDACTED].

- 12. LEAD ENTITY.** COUNTY will serve as Lead Entity of the Consortium and by CITY's signature to this Agreement, CITY consents to COUNTY applying for, receiving, committing, and managing Consortium Funds as authorized by this Agreement and Guidelines.
- 13. PLHA PROGRAM.** PLHA is the Permanent Local Housing Allocation program established by the State of California pursuant to Senate Bill 2 (2017) and administered by State HCD.
- 14. PLAN.** The Plan is the document submitted by the Consortium to the State HCD as part of a complete application in which the Consortium proposes to use allocated funds for at least one eligible Activity. The Plan shall have a term of five years. In succeeding years, the Consortium is required to obtain the approval of State HCD for any amendments made to the Plan, as set forth in Section 302(c)(5) of the Guidelines. Attached hereto as Exhibit C is a list of Eligible Activities selected by the Consortium to be included in the initial five (5) year Plan submitted to State HCD. Reallocations of more than 10% of funds among activities require amendment of the Plan, with approval granted by the governing body of the Lead Entity at a publicly noticed public meeting. Amendments to the Plan for the succeeding five (5) years must be approved by State HCD.
- 15. PROGRAM INCOME.** Program Income includes funds returned by a Recipient of Consortium Funds due to non-use of the funds for an eligible use as described in the Guidelines, or recaptured by COUNTY for ineligible uses, or funds paid by a Recipient pursuant to the terms and conditions of a loan agreement executed by the Recipient and COUNTY to use Consortium Funds for an eligible use. COUNTY reserves the right to administer and service such loans, collect payments, and reuse the funds for other eligible uses as described in the Plan without consideration of the origin of the funds, whether from COUNTY or Consortium members' allocations. Such funds shall be considered Consortium Funds and be utilized for eligible uses countywide. This provision will survive the termination of this Agreement pursuant to Section 16 of this Agreement and, if the PLHA Program ceases to exist and State HCD does not otherwise restrict the uses of Program Income, COUNTY may, at COUNTY'S discretion, use Program Income for any other community benefit that serves low-income persons, defined as household income that does not exceed eighty-percent (80%) of the area median income as published annually by the U.S. Department of Housing and Urban Development for the [REDACTED] Metropolitan Statistical Area.
- 16. STATE HCD.** State HCD is the State of California Department of Housing and Community Development.
- 17. RECIPIENT.** Recipient is a non-profit 501 (c)(3) charitable organizations or for-profit entity authorized by written agreement (Recipient Agreement) entered into with COUNTY to expend funds eligible uses of Consortium Funds as authorized by the Recipient Agreement.
- 18. TERM OF AGREEMENT.** The term of this Agreement shall begin on the date signed by COUNTY and will terminate on the earlier of a) the end of the fiscal year in which the COUNTY or CITY no longer is an Eligible Applicant as defined in the Guidelines, or b) the

end of the Fiscal Year in which CITY elects to terminate its participation in the Consortium and CITY has given COUNTY notice of its intent to terminate at least sixty (60) days' prior to the end of the Fiscal Year, or c) State HCD has terminated its agreement with COUNTY or Consortium, or d) the end of the fifth year of the five (5) year Plan currently in effect and submitted to State HCD by COUNTY on behalf of the Consortium as required by the Guidelines, subject to the Automatic Renewal provisions as described in Section 12, or e) the State of California discontinues the PLHA program. Notwithstanding the above, if CITY terminates this Agreement pursuant to b) above, then COUNTY reserves the right to retain CITY Funds that had been allocated to CITY, or to the Consortium on CITY's behalf, and that have not been committed to one or more eligible uses during the term of this Agreement.

19. AUTOMATIC RENEWAL. This Agreement shall automatically renew for the next five Fiscal Years of the Plan. COUNTY will submit to the State of California a new five-year Plan as required by the State HCD outlining the planned uses of Consortium Funds allocated by State HCD unless CITY provides COUNTY with notice of termination at least sixty (60) days prior to the end of the fifth (5th) Fiscal Year of the Plan period.

20. AMENDMENTS. Any amendments to this Agreement must be in writing. In the event that amendments to this Agreement are required by State HCD to meet the requirements of the Guidelines, COUNTY and CITY will not unreasonably withhold their consent to amend the Agreement. Notwithstanding, if an amendment is necessary to comply with the Guidelines and no other substantial changes reallocating funds by more than 10% amongst eligible activities are made, such changes may be made administratively by COUNTY upon notifying CITY.

21. PROGRAM ADMINISTRATION.

a. The Lead Entity assumes overall responsibility for the Consortium and Consortium Funds, and will ensure that funds are used in accordance with the Guidelines and Plan. The Lead Entity will perform the following activities:

- i. Ensure that Consortium activities are carried out in compliance with the Guidelines and the Plan;
- ii. Prepare applications to State HCD on behalf of the Consortium to apply for PLHA funds on behalf of Consortium members
- iii. Prepare the five (5) year plan in consultation with Consortium members and submit to State HCD;
- iv. Award and distribute Consortium Funds in accordance with the Guidelines and Section 21(a)(vii) of this Agreement, and prepare and execute Recipient agreements;
- v. Prepare and submit to State HCD required reports pursuant to the Guidelines and provide copies to Consortium Members;
- vi. Monitor Recipients' uses of Consortium Funds, including long-term monitoring of affordable housing developments;
- vii. Publish an annual Notice of Funding Availability (NOFA) to solicit applications from potential Recipients to use Consortium Funds for eligible activities in

accordance with the Guidelines and Plan. The NOFA will show PLHA allocations by Consortium Member. The NOFA may accept full applications for any eligible use as included in the Plan and, for housing development projects, may accept a notice of intent to apply for funds, in lieu of a full application, for projects that will be ready to commence within the next Fiscal Year and that have all other funding commitments in place necessary to complete the project with the exception of Consortium Funds or State program funds, such as the low-income housing tax credit program; provided that the applicant otherwise meets the requirements of and is ready to submit the application to the State;

- viii. Process applications through HCD's established application review procedures and:
 - 1. A review team may be convened by COUNTY and may include one or more Consortium Members;
 - 2. COUNTY will distribute to Consortium Members a list of applicants and, upon request by a Consortium Member, a copy of the full applications by a potential Recipient that proposes an eligible use in the Consortium Member's jurisdiction;
 - 3. Consult with a Consortium Member on any proposed use of CITY Funds.
- b. Consortium Members agree to the following:
 - i. Cities may direct that all or a portion of their annual PLHA allocation be used for specific use(s) to benefit their respective city or pool their funds with other Consortium Funds to fund eligible uses countywide, provided that no one eligible use will utilize less than the lesser of the city's total allocation for that Fiscal Year, or \$100,000. Cities that will administer the eligible use directly will be required to enter into an agreement with COUNTY;
 - ii. Cities may save or "bank" their annual allocation(s) for use in a future year for an eligible use within their city, up to a total of three years' allocations, except that COUNTY as the Lead Entity preserves the right to award CITY Funds to eligible uses without CITY's consent, if necessary to meet certain commitment and expenditure deadlines provided in the Guidelines. If, after three years of banking its funds, CITY has not identified eligible use(s) for the CITY Funds; COUNTY will include the funds in the next annual NOFA or award the funds pursuant to Section 18 (b) ii of this Agreement;
 - iii. COUNTY may, at COUNTY's discretion, set a minimum amount of funds for a particular eligible activity for example, for a public service type activity, the minimum amount may be set at \$50,000 and for a housing development project, the minimum amount may be set at \$300,000. These amounts may be revised by COUNTY as COUNTY's discretion;
 - iv. COUNTY will keep a pipeline of proposed housing development projects that includes projects identified from any notices of intent to apply received in response to the annual NOFA as described in Section 21(b)(vii) of this Agreement. Development projects will be prioritized based on project

readiness, including zoning and planning approvals, commitment of funding sources, and other considerations as outlined in the annual NOFA. Full applications will be required from the applicant or Recipient in order to be considered for an award of Consortium Funds.

- v. Consortium Funds for affordable housing new construction, rehabilitation, and preservation, unless otherwise restricted by the PLHA program, will mirror federal HOME Investment Partnerships (HOME) program's requirements for income limits, rent limits, occupancy requirements, and monitoring requirements, and PLHA funds use on projects that meet the HOME requirements may be used by the COUNTY as HOME Match as required by the HOME program. Income and rent limits for projects will be determined by COUNTY for each project funded with Consortium Funds in consideration of population served and other factors. Such restrictions will be memorialized by the execution and recordation of a County Regulatory Agreement with terms of not less than twenty (20) years for new construction and fifteen (15) years for acquisition only, or rehabilitation. Income eligibility will be established using the requirements at 24 CFR 5.609 – 612. Ongoing monitoring of the affordable developments will utilize the federal Housing Quality Standards or other required by the HOME program;
- vi. All uses of Consortium Funds are subject to approval by the County Board of Supervisors;
- vii. COUNTY will retain the percentage of the total annual Consortium Funds for administrative purposes as permitted by the PLHA program, currently set at five-percent (5%).

22. RESPONSIBILITIES OF CITY. CITY authorizes COUNTY to act as Lead Entity of the Consortium and authorizes COUNTY to administer CITY Funds pursuant to this Agreement, the Plan, and Guidelines. CITY shall, as required by the Guidelines or when otherwise requested by State HCD, provide written confirmation of CITY's participation in the Consortium and authorizes COUNTY to administer its CITY Funds. Such written authorization will be provided by the method described in the Guidelines, which may require a resolution passed CITY's governing body. CITY will not reasonably withhold executing this Agreement or passing a required resolution and will ensure that this Agreement and resolution are executed and provided by CITY to COUNTY in a timely manner to meet any deadlines imposed by State HCD as described in the Guidelines and/or PLHA Notices of Funding Availability.

23. INDEMNIFICATION AND INSURANCE.

A. INDEMNIFICATION

In lieu of and notwithstanding the pro rata risk allocation which might otherwise be imposed between the parties pursuant to California Government Code Section 895.6, the parties agree

that all losses or liabilities incurred by a party shall not be shared pro rata but instead all parties agree that pursuant to California Government Code Section 895.4, each of the parties hereto shall fully indemnify and hold each of the other parties, their officers, board members, employees and agents, harmless from any claim, expense or cost, damage or liability imposed for injury (as defined by California Government Code Section 810.8) occurring by reason of the negligent acts or omissions or willful misconduct of the indemnifying party, its officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such party under this Agreement. No party, nor any officer, board member, employee or agent thereof shall be responsible for any damage or liability occurring by reason of the negligent acts or omissions or willful misconduct of other parties hereto, their officers, board members, employees or agents, under or in connection with or arising out of any work, authority or jurisdiction delegated to such other parties under this Agreement.

B. INSURANCE

Each party to this Agreement shall maintain its own insurance coverage, through commercial insurance, self-insurance or a combination thereof, against any claim, expense, cost, damage, or liability arising out of the performance of its responsibilities pursuant to this Agreement.

- 24. NOTICE.** Any notice or notices required or permitted to be given pursuant to this agreement must be provided either by certified mail or personal service.
- 25. EXCLUSION OF FUNDS.** This Agreement applies only to those funds received under the PLHA Program and Program income generated by the uses of Consortium Funds and any matching contributions. This Agreement does not apply to or control funds other than those described herein.
- 26. COUNTY'S OBLIGATION TO DISTRIBUTE FUNDS.** If PLHA Funds are not awarded to the Consortium by State HCD or if the State HCD agreement with the COUNTY or Consortium is terminated or suspended, then this Agreement shall also terminate and COUNTY as Lead Entity has no obligation under this Agreement or to State HCD to distribute PLHA Funds to Consortium Members or otherwise administer the PLHA Program.
- 27. PLAN IMPLEMENTATION.** In the event that there are insufficient responses to the NOFA requesting funds for an eligible activity in a given Fiscal Year, COUNTY has authority to deviate from eligible uses in the Plan and fund other eligible activities as permitted by State HCD and contemplated in Section 20 of this Agreement. Reallocation of PLHA funds by more than 10% among eligible activities in the Plan shall require County Board of Supervisors approval.
- 28. NEW CONSORTIUM MEMBERS.** COUNTY may add new Consortium members to this Consortium Agreement as permitted by the Guidelines. COUNTY and the new member city will

mutually determine the administration of PLHA funds previously allocated to the new member city that have not been awarded to eligible uses: the new member city may continue to utilize allocated PLHA Funds on hand, or may remit these PLHA Funds to COUNTY to be allocated pursuant to this Agreement. COUNTY and the new member city will mutually determine the appropriate time to enter the Consortium and execute an agreement whether it be at the start of a Fiscal Year or other point in time. Each new member city must:

- a) Pass a resolution by its governing body as prescribed in the Guidelines;
- b) Execute an agreement with COUNTY, in a form substantially similar to this Agreement;
- c) Meet threshold requirements detailed in Section 302 of the Guidelines.

29. AUTHORITY TO JOIN CONSORTIUM. Each Consortium Member hereby certifies that it is authorized to enter into this Agreement. Authorizing Resolutions from the governing body of each local government joining the Consortium are incorporated into this Agreement as Exhibit B and made part of this Agreement.

30. RECORDS AND REPORTS. The Lead Entity shall maintain records as required by State HCD for a minimum of three (3) years, including and not limited to records identified in Sections 500 and 501 of the Guidelines and each participating jurisdiction respecting individual projects and programs shall be open and available for inspection by auditors assigned by State HCD and/or the CITY or Consortium during normal business hours of COUNTY. Each city shall submit such reports and information as may be necessary for the Lead Entity to fulfill its obligations as administrator of the Consortium.

31. COOPERATION IN UNDERTAKING ELIGIBLE USES UNDER PLHA. Each member of the Consortium agrees to cooperate to undertake or to assist in the undertaking of eligible activities specified in the Plan.

32. SEVERABILITY. Every provision of this Agreement is intended to be severable. If any provision of this Agreement shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired.

33. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be considered an original for all purposes; provided, however, that all such counterparts shall together constitute one and the same instrument.

Remainder of page is intentionally blank

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first above written. This agreement may be executed in counterparts, each of which shall be an original and all of which together constitute one and the same agreement.

ATTEST:

[REDACTED]
Clerk [REDACTED]

COUNTY:

County [REDACTED]

By: [REDACTED]

By: [REDACTED]

**APPROVED AS TO ACCOUNTING
FORM:**

[REDACTED]

By: [REDACTED]

By: [REDACTED]

APPROVED AS TO FORM

[REDACTED]
COUNTY [REDACTED]

By: [REDACTED]

APPROVED AS TO FORM:

[REDACTED]

By: [REDACTED]

CITY [REDACTED]

By: _____
[REDACTED]

ATTEST:

By: _____
[REDACTED] City Clerk

APPROVED AS TO FORM:
CITY ATTORNEY

By: _____
[REDACTED]

Exhibit A
PLHA Guidelines

Exhibit B

Consortium Member City Authorizing Resolutions

Exhibit C
Plan



Agenda Report

21-1569

Agenda Date: 12/7/2021

REPORT TO COUNCIL

SUBJECT

Action to Adopt Resolutions to Set the Regular Meeting Schedules and Dates for the Cultural Commission, Parks & Recreation Commission, Senior Advisory Commission, and Youth Commission for Calendar Year 2022

COUNCIL PILLAR

Enhance Community Engagement and Transparency

BACKGROUND

The City Code states that each board or commission shall hold regular meetings at the times and on the days indicated by resolution of the City Council and are subject to amendment from time to time by Council resolution. Resolution No. 5195 adopted by the City Council in 1987 provided the original schedule for meeting dates and times for the Cultural Commission, Parks and the Recreation Commission, and Senior Advisory Commission. Resolution No. 6047 established the Youth Commission regular meeting day, month, and time. By subsequent resolutions of the City Council, the Commissions have had their schedule of meeting dates and times updated to meet the specific needs of each commission and the public.

DISCUSSION

The City publishes an annual calendar of meetings for Council, Boards and Commissions. The Parks & Recreation Department supports four commissions. The purpose of this item is to set the Calendar of Regular Meetings for 2022 for each of these Commissions. To streamline the process, there is one Council report with four separate resolutions for review and approval by Council.

Commissions currently meet by approved resolution on the following schedules as indicated below:

- According to Council Resolution No. 19-8667, the Cultural Commission meets ten times per year on the first Monday of each month at 7:00 p.m., except when such day falls on a City holiday. On October 4, 2021, the Cultural Commission recommended (RTC # 21-1275) that Council to approve the proposed resolution (Attachment 1) and its calendar of meetings for 2022 (Attachment 2).
- According to Council Resolution 19-8771, the Youth Commission meets on the second Tuesday of each month from January to May and September to December at 6 p.m. On October 12, 2021 the Youth Commission recommended (RTC # 21-4997) that Council approve the proposed resolution (Attachment 3) and its calendar of meetings for 2022 (Attachment 4).
- According to Council Resolution No. 20-8918, the Parks & Recreation Commission meets

eleven times per year on the third Tuesday of the month at 7:00 p.m. On September 21, 2021, the Parks & Recreation Commission recommended (RTC # 21-1280) that Council adopt a resolution (Attachment 5) to set the calendar of meetings for 2022 (Attachment 6).

- According to Council Resolution No. 19-8690, the Senior Advisory Commission meets eleven times per year on the fourth Monday of each month at 10:00 a.m., January through November. On September 27, 2021, the Senior Advisory Commission recommended (RTC # 21-968) that Council adopt a resolution (Attachment 7) to set the calendar of meetings for 2022 (Attachment 8).

ENVIRONMENTAL REVIEW

The action being considered does not constitute a “project” within the meaning of the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines section 15378(b)(5) in that it is a governmental organizational or administrative activity that will not result in direct or indirect changes in the environment.

FISCAL IMPACT

There is no cost to the City other than staff time and expense.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at 408-615-2220, email clerk@santaclaraca.gov <mailto:clerk@santaclaraca.gov>.

RECOMMENDATION

Adopt the proposed resolutions to set each of the 2022 Calendar of Regular Meetings for the Cultural Commission, Youth Commission, Parks & Recreation Commission, and Senior Advisory Commission.

Reviewed by: James Teixeira, Director of Parks & Recreation

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Proposed Resolution - Cultural Commission - 2022 Meetings
2. Cultural Commission - Calendar of Meetings 2022
3. Proposed Resolution - Youth Commission - 2022 Meetings
4. Youth Commission - Calendar of Meetings 2022
5. Proposed Resolution - Parks & Recreation Commission - 2022 Meetings
6. Parks & Recreation Commission - Calendar of Meetings 2022
7. Proposed Resolution - Senior Advisory Commission - 2022 Meetings
8. Senior Advisory Commission - Calendar of Meetings 2022

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA
APPROVING THE CULTURAL COMMISSION CALENDAR
OF MEETINGS FOR 2022, SETTING THE NUMBER AND START
TIME OF THE REGULAR CULTURAL COMMISSION
MEETINGS, AND DELEGATING TO THE CULTURAL
COMMISSION THE AUTHORITY TO ADOPT FUTURE ANNUAL
MEETING CALENDARS**

BE IT RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

WHEREAS, Section 2.120.030 of the Santa Clara City Code (“SCCC”) requires City boards and commissions to hold regular meetings at the times and on the days indicated by resolution of the Council;

WHEREAS, the City Council in 1987 adopted Resolution No. 5195 to set the original dates and times of the Cultural Commission, and on January 14, 2020, Council adopted Resolution No. 19-8667 setting the first Monday of the month at 7:00 p.m. as the regular meeting date and time; and

WHEREAS, on October 4, 2021, the Cultural Commission recommended to the City Council its meeting schedule for 2022, which proposes ten (10) meetings per year (January through December), and a start time of 7:00 p.m.

NOW THEREFORE, BE IT FURTHER RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

1. That the City Council hereby finds that the above Recitals are true and correct and by this reference makes them a part hereof.
2. The City Council hereby approves the Cultural Commission

Schedule of Meetings for 2022, attached hereto.

3. Subject to the foregoing, the City Council hereby delegates to the Cultural Commission the authority set forth in SCCC Section 2.120.030 to establish the days and times of regular meetings. In accordance with these parameters, the Cultural Commission shall adopt a Calendar of Meetings annually.
4. Effective date. This resolution shall become effective immediately.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE ____ DAY OF _____, 2021, BY THE FOLLOWING VOTE:

AYES: COUNCILORS:

NOES: COUNCILORS:

ABSENT: COUNCILORS:

ABSTAINED: COUNCILORS:

ATTEST: _____

NORA PIMENTEL, MMC
ASSISTANT CITY CLERK
CITY OF SANTA CLARA

Attachments incorporated by reference:

1. Commission Calendar of Meetings 2022



CALENDAR OF MEETINGS 2022

Regular meetings are typically held on the first Monday of the month, beginning at 7:00 p.m., at the Santa Clara Senior Center. However, per County of Santa Clara Public Health Order, meetings will be held remotely until further notice.

January 10, 2022
Special Meeting

February 7, 2022

March 7, 2022

April 4, 2022

May 2, 2022

June 6, 2022

August 1, 2022

October 3, 2022

November 7, 2022

December 5, 2022

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA
APPROVING THE YOUTH COMMISSION CALENDAR OF
MEETINGS FOR 2022, SETTING THE NUMBER AND START TIME
OF THE REGULAR YOUTH COMMISSION MEETINGS, AND
DELEGATING TO THE YOUTH COMMISSION THE AUTHORITY
TO ADOPT FUTURE ANNUAL MEETING CALENDARS**

BE IT RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

WHEREAS, Section 2.120.030 of the Santa Clara City Code (“SCCC”) requires City boards and commissions to hold regular meetings at the times and on the days indicated by resolution of the Council;

WHEREAS, the City Council in 1987 adopted Resolution No. 6047 to set the original dates and times of the Youth Commission, and on November 5, 2019, Council adopted Resolution No. 19-8771 setting the second Tuesday of the month at 6:00 p.m. as the regular meeting date and time; and

WHEREAS, on October 12, 2021, the Youth Commission recommended to the City Council its meeting schedule for 2022, which proposes nine (9) meetings per year (January through May and September to December), and a start time of 6:00 p.m., except for the April meeting which will be on the first Tuesday due to school break.

**NOW THEREFORE, BE IT FURTHER RESOLVED BY THE CITY OF SANTA CLARA
AS FOLLOWS:**

1. That the City Council hereby finds that the above Recitals are true and correct and by this reference makes them apart hereof.
2. The City Council hereby approves the Youth Commission

Schedule of Meetings for 2022, attached hereto.

3. Subject to the foregoing, the City Council hereby delegates to the Youth Commission the authority set forth in SCCC Section 2.120.030 to establish the days and times of regular meetings. In accordance with these parameters, the Youth Commission shall adopt a Calendar of Meetings annually.
4. Effective date. This resolution shall become effective immediately.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE ____ DAY OF _____, 2021, BY THE FOLLOWING VOTE:

AYES: COUNCILORS:

NOES: COUNCILORS:

ABSENT: COUNCILORS:

ABSTAINED: COUNCILORS:

ATTEST: _____

NORA PIMENTEL, MMC
ASSISTANT CITY CLERK
CITY OF SANTA CLARA

Attachments incorporated by reference:

1. Commission Calendar of Meetings 2022



CALENDAR OF MEETINGS 2022

Regular meetings are typically held on the second Tuesday of the month, from September to May, beginning at 6:00 p.m. Meetings will be held at the Santa Clara Teen Center, 2446 Cabrillo Avenue, Santa Clara, CA 95051. However, per County of Santa Clara Public Health Order, meetings may be held remotely upon notice, in accordance with the following schedule.

Meeting Dates

January 11, 2022

February 8, 2022

March 8, 2022

April 5, 2022*

May 10, 2022

September 13, 2022

October 11, 2022

November 8, 2022

December 13, 2022

*Meeting date moved due to Santa Clara Unified School District Spring Break from April 11-15, 2022.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA
APPROVING THE PARKS & RECREATION COMMISSION
CALENDAR OF MEETINGS FOR 2022, SETTING THE NUMBER
AND START TIME OF THE REGULAR PARKS & RECREATION
COMMISSION MEETINGS, AND DELEGATING TO THE PARKS
& RECREATION COMMISSION THE AUTHORITY TO ADOPT
FUTURE ANNUAL MEETING CALENDARS**

BE IT RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

WHEREAS, Section 2.120.030 of the Santa Clara City Code (“SCCC”) requires City boards and commissions to hold regular meetings at the times and on the days indicated by resolution of the Council;

WHEREAS, the City Council in 1987 adopted Resolution No. 5195 to set the original dates and times of the Parks & Recreation Commission, and on December 17, 2019 the Council adopted Resolution No. 19-8788 setting the third Tuesday of the month at 7:00 p.m. as the regular meeting date and time; and

WHEREAS, on September 21, 2021, the Parks & Recreation Commission recommended to the City Council its meeting schedule for 2022, which proposes eleven (11) meetings per year (January through November), and a start time of 7:00 p.m.

**NOW THEREFORE, BE IT FURTHER RESOLVED BY THE CITY OF SANTA CLARA AS
FOLLOWS:**

1. That the City Council hereby finds that the above Recitals are true and correct and by this reference makes them a part hereof.
2. The City Council hereby approves the Parks & Recreation Commission

Schedule of Meetings for 2022, attached hereto.

3. Subject to the foregoing, the City Council hereby delegates to the Parks and Recreation Commission the authority set forth in SCCC Section 2.120.030 to establish the days and times of regular meetings. In accordance with these parameters, the Parks and Recreation Commission shall adopt a Calendar of Meetings annually.
4. Effective date. This resolution shall become effective immediately.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE ____ DAY OF _____, 2021, BY THE FOLLOWING VOTE:

AYES: COUNCILORS:

NOES: COUNCILORS:

ABSENT: COUNCILORS:

ABSTAINED: COUNCILORS:

ATTEST: _____

NORA PIMENTEL, MMC
ASSISTANT CITY CLERK
CITY OF SANTA CLARA

Attachments incorporated by reference:

1. Commission Calendar of Meetings 2022



CALENDAR OF MEETINGS 2022

Regular meetings are typically held on the third Tuesday of the month, beginning at 7:00 p.m., in the City Hall Cafeteria. However, per County of Santa Clara Public Health Order, meetings may be held remotely upon notice, in accordance with the following schedule.

January 18, 2022

(City Hall - 1500 Warburton Ave., Santa Clara, CA 95050)

February 15, 2022

(City Hall - 1500 Warburton Ave., Santa Clara, CA 95050)

March 15, 2022

(City Hall - 1500 Warburton Ave., Santa Clara, CA 95050)

April 19, 2022

(City Hall - 1500 Warburton Ave., Santa Clara, CA 95050)

May 17, 2022

(City Hall - 1500 Warburton Ave., Santa Clara, CA 95050)

June 21, 2022

(City Hall - 1500 Warburton Ave., Santa Clara, CA 95050)

July 19, 2022

(City Hall - 1500 Warburton Ave., Santa Clara, CA 95050)

August 16, 2022

(City Hall - 1500 Warburton Ave., Santa Clara, CA 95050)

September 20, 2022

(City Hall - 1500 Warburton Ave., Santa Clara, CA 95050)

October 18, 2022

(City Hall - 1500 Warburton Ave., Santa Clara, CA 95050)

November 15, 2022

(City Hall - 1500 Warburton Ave., Santa Clara, CA 95050)

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA
APPROVING THE SENIOR ADVISORY COMMISSION
CALENDAR OF MEETINGS FOR 2022, SETTING THE NUMBER
AND START TIME OF THE REGULAR SENIOR ADVISORY
COMMISSION MEETINGS, AND DELEGATING TO THE
SENIOR ADVISORY COMMISSION THE AUTHORITY TO ADOPT
FUTURE ANNUAL MEETING CALENDARS**

BE IT RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

WHEREAS, Section 2.120.030 of the Santa Clara City Code (“SCCC”) requires City boards and commissions to hold regular meetings at the times and on the days indicated by resolution of the Council;

WHEREAS, the City Council in 1987 adopted Resolution No. 5195 to set the original dates and times of the Senior Advisory Commission, and on December 17, 2019 the Council adopted Resolution No. 20-8919 setting the fourth Monday of the month at 10:00 a.m. as the regular meeting date and time; and

WHEREAS, on September 27, 2021, the Senior Advisory Commission recommended to the City Council its meeting schedule for 2022, which proposes eleven (11) meetings per year (January through November), and a start time of 10:00 a.m.

NOW THEREFORE, BE IT FURTHER RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

1. That the City Council hereby finds that the above Recitals are true and correct and by this reference makes them a part hereof.
2. The City Council hereby approves the Senior Advisory Commission

Schedule of Meetings for 2022, attached hereto.

3. Subject to the foregoing, the City Council hereby delegates to the Senior Advisory Commission the authority set forth in SCCC Section 2.120.030 to establish the days and times of regular meetings. In accordance with these parameters, the Senior Advisory Commission shall adopt a Calendar of Meetings annually.
4. Effective date. This resolution shall become effective immediately.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE ____ DAY OF _____, 2021, BY THE FOLLOWING VOTE:

AYES: COUNCILORS:

NOES: COUNCILORS:

ABSENT: COUNCILORS:

ABSTAINED: COUNCILORS:

ATTEST: _____

NORA PIMENTEL, MMC
ASSISTANT CITY CLERK
CITY OF SANTA CLARA

Attachments incorporated by reference:

1. Commission Calendar of Meetings 2022



CALENDAR OF MEETINGS 2022

Regular meetings are typically held on the fourth Monday of the month, beginning at 10:00 a.m., in accordance with the following schedule.

January 24, 2022

(Senior Center - 1303 Fremont St., Santa Clara, CA 95050)

February 28, 2022

(Senior Center - 1303 Fremont St., Santa Clara, CA 95050)

March 28, 2022

(Senior Center - 1303 Fremont St., Santa Clara, CA 95050)

April 25, 2022

(Senior Center - 1303 Fremont St., Santa Clara, CA 95050)

May 23, 2022

(Senior Center - 1303 Fremont St., Santa Clara, CA 95050)

June 27, 2022

(Senior Center - 1303 Fremont St., Santa Clara, CA 95050)

July 25, 2022

(Senior Center - 1303 Fremont St., Santa Clara, CA 95050)

August 22, 2022

(Senior Center - 1303 Fremont St., Santa Clara, CA 95050)

September 26, 2022

(Senior Center - 1303 Fremont St., Santa Clara, CA 95050)

October 24, 2022

(Senior Center - 1303 Fremont St., Santa Clara, CA 95050)

November 28, 2022

(Senior Center - 1303 Fremont St., Santa Clara, CA 95050)



Agenda Report

21-1555

Agenda Date: 12/7/2021

REPORT TO COUNCIL

SUBJECT

Actions to Approve the New Classification of Senior Electric Crew Foreperson; Reclassify 1.0 Underground Crew Leader to 1.0 Senior Electric Crew Foreperson; Approve Salary Adjustments to Plans Examiner and Senior Plans Examiner; and Approve the As-Needed Salary Plan

COUNCIL PILLAR

Enhance Community Engagement and Transparency

BACKGROUND

Section 9 of the Personnel and Salary Resolution requires City Council approval of compensation plans for both classified and unclassified positions. California Code Regulations Section 570.5 governs and requires the adoption of updated publicly available salary schedules by the governing body. The proposed Council action satisfies these applicable requirements.

The City of Santa Clara contracts with the California Public Employees' Retirement System (CalPERS) to provide retirement benefits for employees in both classified and unclassified positions. When the City makes modifications to the salary schedules for its classified or unclassified positions, the City Council must approve and adopt the publicly available salary schedules to comply with California Code of Regulations (CCR) section 570.5.

New Class Specification: Senior Electric Crew Foreperson (Job Code 551)

The Classified Salary Plan is recommended to be revised effective December 12, 2021 to reflect the creation of the Senior Electric Crew Foreperson (Job Code 551). This classification was created to manage the high demand of new and existing capital improvement projects as well as manage the differing contractors utilized by SVP. The Administration recommends approval to reclassify a 1.0 Underground Crew Leader (Job Code 887) to 1.0 Senior Electric Crew Foreperson (Job Code 551). The new class specification was approved by the Civil Service Commission on October 14, 2021.

Salary Adjustments: Plans Examiner (Job Code 630) and Senior Plans Examiner (Job Code 773)

The Classified Salary Plan is recommended to be revised effective December 12, 2021 to update the salary for Plans Examiner (Job Code 630) and Senior Plans Examiner (Job Code 773). These classifications have significant recruitment and retention challenges. In addition to revising the current salary to be competitive with the market, the Administration is recommending the implementation of an employee referral program to assist in the recruitment initiatives by the Department.

The As-Needed Salary Plan has been modified to reflect the change in the City of Santa Clara minimum wage that goes into effect January 1, 2022. The minimum wage for the City of Santa Clara will be increased to \$16.40/hour, which is based on the Regional Consumer Price Index per the Minimum Wage Ordinance. The proposed updates to the As-Needed Salary Plan are recommended to be effective December 26, 2021. Additionally, obsolete classifications titled Fire Inspector Aide (Job Code 473) and Traffic Control Trainee (Job Code 847) are being deleted from the As-Needed Salary Plan.

DISCUSSION

New Class Specification: Senior Electric Crew Foreperson (Job Code 551)

Human Resources coordinated with Silicon Valley Power (SVP) to create a new classification titled Senior Electric Crew Foreperson (Job Code 551). This classification is advanced supervisory level classification in the Classified service. This classification supervises the Electric Crew Foreperson series and may supervise multiple crews in the operations, maintenance, and construction of underground and electrical distributions lines. Additional duties include assisting in the planning and leading the training program for Journey Lineworkers (Job Code 560) and Journey Lineworker Apprentices (Job Code 561/561R), and performing other duties as assigned. This classification is the bridge classification between the Electric Division Manager (Job Code 104) classification and the Electric Crew Foreperson (Job Code 550) classification. This classification requires the ability to hold a Safety Clearance and direct work at the Electric Utility under this clearance.

Senior Electric Crew Foreperson (Job Code 551) - with an annual salary range of \$163,538.28 - \$208,845.12 (Steps 1-7). The Senior Electric Crew Foreperson (Job Code 551) is responsible for directing, monitoring, and auditing the work of contractors and supervising the work of multiple crews.

Additionally, the Administration recommends approval to reclassify a 1.0 Underground Crew Leader (Job Code 887) to 1.0 Senior Electric Crew Foreperson (Job Code 551).

Salary Adjustments: Plans Examiner (Job Code 630) and Senior Plans Examiner (Job Code 773)

The Community Development Department and Human Resources Department have encountered recruitment and retention issues with the Plans Examiner (Job Code 630) and Senior Plans Examiner (Job Code 773) classifications. In an effort to address these issues, the Human Resources Department conducted a salary analysis of the Plans Examiner (Job Code 630) and Senior Plans Examiner (Job Code 773) against the City's comparator agencies. Based upon the results of the survey, it is recommended to increase the Plans Examiner (Job Code 630) salary by approximately 5% and the Senior Plans Examiner (Job Code 773) salary by approximately 10% in order to be more competitive with the market and assist with recruitment and retention challenges with these classifications.

The salary ranges will be adjusted as follows:

| | | | | |
|--------------------------------------|--|-----------|-----------|-----------|
| Classification | Current Annual < https://www.santaclaraca.gov/home/showpublisheddocument/64286/63745358492870000 >New Annual (Approximate) | | | |
| | Step 1 | Step 7 | Step 1 | Step 7 |
| Plans Examiner (Job Code 630) | \$111,720 | \$142,656 | \$117,360 | \$149,880 |
| Senior Plans Examiner (Job Code 773) | \$117,360 | \$149,880 | \$129,456 | \$165,168 |

Approval and Adoption of the Salary Plan for As-Needed Positions

The As-Needed Salary Plan is recommended to be modified in order to comply with the City's Minimum Wage Ordinance increase of \$16.40/hour that goes into effect January 1, 2022. Due to the compaction caused by the minimum wage increase, the Administration is conducting a salary study for various As-Needed classifications. The Administration will return at a later date with proposed salary adjustments for those classifications.

In order to address current compaction issues, the Administration is recommending a salary adjustment to Senior Library Page (Job Code 756), to address compaction issues with the lower level Library Page (Job Code 542) classification. The Administration is also recommending a salary adjustment to the Recreation Leader II (Job Code 682) classification, in order to address compaction with the lower level Recreation Leader I (Job Code 681) classification, until the Administration brings forward the revised salary recommendation.

The As-Needed Salary Plan is recommended to be modified as follows:

- Temporary Employee (Job Code 349) - with an hourly range of \$16.40 - \$200.00,
- Crossing Guard (Job Code 362) - with an hourly range of \$16.40 - \$17.21,
- Emergency Medical Technician (Job Code 100) - with an hourly range of \$16.40 - \$20.19,
- Instructor/Lifeguard (Job Code 501) - with an hourly range of \$16.40 - \$16.67,
- Laborer (Job Code 502) - with a flat hourly rate of \$16.40,
- Library Page (Job Code 542) - with a flat hourly rate of \$16.40,
- Library Technology Aide (Job Code 537) - with a flat hourly rate of \$16.40,
- Lifeguard (Job Code 543) - with a flat hourly rate of \$16.40,
- Nutrition Meal Server (Job Code 608) - with an hourly range of \$16.40 - \$18.09,
- Pool Manager (Job Code 666) - with an hourly range of \$16.40 - \$19.34,
- Records Assistant (Job Code 606) - with an hourly range of \$16.40 - \$18.41,
- Recreation Instructor (Job Code 699) - with an hourly range of \$16.40 - \$18.58,
- Recreation Leader I (Job Code 681) - with a flat hourly rate of \$16.40,
- Recreation Leader II (Job Code 682) - with an hourly range of \$16.40 - \$16.81,
- Recreation Leader III (Job Code 683) - with an hourly range of \$16.40 - \$17.25,
- Recreation Office Assistant (Job Code 698) - with an hourly range of \$16.40 - \$18.58,

- Recreation Specialist (Job Code 686) - with an hourly range of \$16.40 - \$18.58,
- Senior Library Page (Job Code 756) - with an hourly range of \$17.22 - \$20.96,
- Student Intern I (Job Code 497) - with an hourly range of \$15.65 - \$18.72; and
- Traffic Control Trainee (Job Code 847)- with a flat hourly rate of \$16.40.

Delete the following obsolete classifications:

- Fire Inspector Aide (Job Code 473); and
- Traffic Control Trainee (Job Code 847).

ENVIRONMENTAL REVIEW

The action being considered does not constitute a “project” within the meaning of the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines section 15378(b)(5) in that it is a governmental organizational or administrative activity that will not result in direct or indirect changes in the environment.

FISCAL IMPACT

SVP intends to reclassify a vacant 1.0 Underground Crew Leader (Job Code 887) position to the newly created classification of Senior Electric Crew Foreperson (Job Code 551). The anticipated cost of this change is approximately \$50,000 (including the cost of benefits) in FY 2021/22 based on comparing both positions at step 2 of the salary scale. The increase should be able to be absorbed by the department.

The salary adjustment for the Plans Examiner (Job Code 630) fiscal impact would not be significant. Since only the later salary steps exceed the current range, the maximum anticipated change in FY 2021/22 would be approximately \$12,000 annually including benefits. Since this change would be prorated, due to being effective in late November, the actual total maximum change would be approximately \$7,000 per position for FY 2021/22. Based on the current approved number of Plan Examiners (5), the total fiscal impact would be \$35,000.

The salary adjustments for Senior Plans Examiner (Job Code 773) fiscal impact would approximately be \$19,000 including benefits in FY 2021/22, based on comparing the change in salary costs at step 1 of the salary scale. Prorated this would be an anticipated cost increase of \$11,000 per position and a total of \$44,000 based on the current number of approved Senior Plans Examiner positions (4). Due to the high number of vacancies currently in the Community Development Department's - Building Division, both increases in the salary scale of the Plans Examiner and Senior Plans Examiner should be able to be absorbed in the Building Division's current operating budget.

The fiscal impact to the FY 2021/22 Operating Budget to update as-needed class specifications that are covered under the City's Minimum Wage Ordinance increase from \$15.65 per hour to \$16.40 per hour effective January 1, 2022 is approximately \$14,000 for the remainder of FY 2021/22. This estimate is based on the average number of as-needed hours worked in 2020 and 2021. This additional cost will be absorbed by the various departments in their existing budgets for FY 2021/22.

COORDINATION

This report has been coordinated with the Finance Department and City Attorney's Office.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <<mailto:clerk@santaclaraca.gov>>.

RECOMMENDATION

1. Approve the creation of Senior Electric Crew Foreperson (Job Code 551) and the Reclassification of 1.0 Underground Crew Leader (Job Code 887) position to the newly created classification of Senior Electric Crew Foreperson (Job Code 551);
2. Approve salary adjustments for Plans Examiner (Job Code 630) and Senior Plans Examiner (Job Code 730);
3. Approve salary adjustments for various As-Needed classifications in compliance with the Minimum Wage Ordinance; and
4. Adopt a Resolution to approve the revised salary plans for various classified and as-needed positions to satisfy the requirements of California Code of Regulations Section 570.5 effective December 12, 2021.

Reviewed by: Aracely Azevedo, Director of Human Resources

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Senior Electric Crew Foreperson Class Specification
2. Classified Salary Plan Effective December 12, 2021 (for Council December 7, 2021)
3. As-Needed Salary Plan Effective December 26, 2021 (for Council December 7, 2021)
4. Minimum Wage Ordinance
5. Resolution Update Classified Salary Plan
6. Resolution Update As-Needed Salary Plan

**CITY OF SANTA CLARA, CALIFORNIA
CLASS SPECIFICATION**

01/2021

TITLE: SENIOR ELECTRIC CREW FOREPERSON (551)

| DEPARTMENT | ACCOUNTABLE TO | FLSA STATUS |
|----------------------|-----------------------|--------------------|
| Silicon Valley Power | Varies | Non-Exempt |

CLASS SUMMARY

Under general direction, this classification is responsible for directing, monitoring, and auditing the work of contractors; may supervise multiple crews in the operations, maintenance, and construction of underground and electrical distributions lines; and assists in planning and leading the training program for Journey Lineworkers and Journey Lineworker Apprentices. Performs related duties as assigned.

MINIMUM QUALIFICATIONS

EDUCATION AND EXPERIENCE

- Graduation from high school or possession of a G.E.D. *AND*
- Eight (8) years of experience as a Journey-Level Lineworker of which three (3) years have been in a lead or supervisory capacity over an electric crew.

LICENSES & CERTIFICATION

- Possession of a valid Class C license at the time of appointment.
- Required to be rubber glove certified as a condition of holding the classification of Senior Electric Crew Foreperson at time of appointment.

DESIRABLE QUALIFICATIONS

- Possession of a valid Class A license is desirable.

ACCEPTABLE SUBSTITUTIONS

None

DISTINGUISHING CHARACTERISTICS

The Senior Electric Crew Foreperson is an advanced supervisory level classification in the series responsible for directing and monitoring the work of contractors and may supervise multiple crews within a work group. This classification reports to the Electric Division Manager. Incumbents in this classification are assigned to supervise the most complex tasks which require considerable discretion and independent judgment. This classification requires the ability to hold a Safety Clearance and direct work under this clearance. This classification differs from the lower level Electric Crew Foreperson classification in that it has a larger scope of supervisory responsibility, including the supervision of Electric Crew Forepersons and contractors. This classification differs from the higher-level Electric Division Manager in that the latter has the responsibility of managing and setting the overall strategic direction for a division.

An incumbent in this position demonstrates strong ethical, professional, and service-oriented leadership and interpersonal skills, sets a good example, and correctly applies the tenets of the City's Code of Ethics and Values.

SENIOR ELECTRIC CREW FOREPERSON (continued)

TYPICAL DUTIES

Duties may include, but are not limited to, the following:

- Supervises crews in the operation, maintenance, and construction of overhead and underground distribution and transmission lines;
- Directs, monitors, and audits the work of contractors, including scheduling and coordinating workflows, ensuring appropriate practices and standards are upheld, inspecting contractor work, and providing feedback to correct issues;
- Assists in the coordination and planning of power shutdowns;
- Supervises and assists crews in the construction of electrical distribution and transmission systems consisting of poles, duct work, cables, cable splices and terminators, wires, transformers, switches and other auxiliary equipment;
- Supervises and may assist in the setting of power poles, manholes and vaults, changing of circuits, transferring of services, installation of transformers, vacuum and oil switches, capacitors and other control devices, and the repair and removal of defective wires, cables, cable splices and terminations, poles, cross-arms and related equipment;
- Climbs poles as required;
- In coordination with the Electric Division Manager, provides oversight to and assists in planning the on-the-job training of Journey Lineworkers, Journey Lineworker Apprentices and any other classifications who are assigned to his/her crew in the approved methods and practices of electrical overhead and underground work;
- Inspects for unsafe working conditions and take steps to correct/remedy them and report them to higher authority;
- Assists in setting day to day priorities and provides direction to subordinate supervisors, work crews and contractors regarding projected work schedules, necessary materials and crew requirements in terms of equipment and man hours;
- Prepares and may review time, materials, and job reports;
- Assists in planning and leading various training programs for staff in the division;
- Evaluates the performance of personnel under his/her supervision including contractors;
- May assist the Electric Division Manager in setting the strategic direction for the division; As assigned, may act as a manager in the absence of the Electric Division Manager; and
- Perform other related work as required.

KNOWLEDGE, SKILLS, & ABILITIES

Knowledge of:

- Principles of electrical utility planning, including construction, operational methods, and maintenance of high and low voltage lines, and the tools and materials commonly used in overhead and underground work;
- Principles of electrical theory and the methods, equipment and materials used in constructing and connecting residential, commercial and industrial circuits, and substation equipment;
- Principles of supervision and training; Necessary safety requirements and precautions used in working on high voltage overhead and underground electric circuits;
- Applicable laws, codes and safety orders covering electrical utility work;
- Pertinent first-aid principles and techniques including resuscitation methods;
- General Order #95, "Rules for Overhead Line Constructing" and General Order #128, "Rules

SENIOR ELECTRIC CREW FOREPERSON (continued)

for Construction of Underground Electric Systems” issued by California Public Utilities Commission.

Ability to:

- Climb poles and perform difficult electrical work under hazardous conditions;
- Effectively manage and maintain cooperative relationships with contractors, stakeholders, and the general public;
- Set priorities and train staff in electrical work;
- Coordinate and schedule work, tracking and input of job status information;
- Keep time and materials records;
- Provide, follow, and understand oral and written instructions;
- Walk or stand for extended periods of time and bend, stoop, reach, carry, crawl, climb, and lift as necessary to perform assigned duties;
- Effectively handle and supervise multiple priorities, organize workload, and meet strict deadlines;
- Ability to supervise, train and evaluate assigned staff;
- Work in a team-based environment and achieve common goals.

SUPERVISION RECEIVED

Works under general supervision of the Assistant Director, Electric Division Manager or other responsible supervisor as assigned.

SUPERVISION EXERCISED

Has immediate charge of a line or construction crews, supervising Electric Crew Forepersons, Journey Lineworkers, Journey Lineworker Apprentices, Electric Utility Equipment Operators, Electric Helper/Drivers, Electric Utility Helpers and other assigned personnel.

SPECIAL CONDITIONS & REQUIREMENTS

- Incumbents of this classification may be required to work outside their regularly scheduled hours, and to be available for emergency and/or pre-arranged work whenever called upon.
- Incumbents of this classification may be subject to drug and/or alcohol testing as mandated by federal regulations.
- Must be able to perform all of the essential functions of the job assignment.

City of Santa Clara
Classified Salary Plan

Effective 12/12/2021
Approved 12/07/2021

| | | | | | Step 1 | | | Step 2 | | | Step 3 | | | Step 4 | | | Step 5 | | | Step 6 | | | Step 7 | | |
|-------------------------------|----------|------------|----------|-------|--------------|--------------|---------------|--------------|--------------|---------------|--------------|--------------|---------------|--------------|--------------|---------------|---------------|--------------|---------------|--------------|--------------|---------------|--------------|--------------|---------------|
| Job Title | Job Code | Union Code | Sal Plan | Grade | Hourly | Monthly | Annual | Hourly | Monthly | Annual | Hourly | Monthly | Annual | Hourly | Monthly | Annual | Hourly | Monthly | Annual | Hourly | Monthly | Annual | Hourly | Monthly | Annual |
| ACCOUNT CLERK I | 210 | 578 | A | 019 | \$ 32.948077 | \$ 5,711.00 | \$ 68,532.00 | \$ 34.615385 | \$ 6,000.00 | \$ 72,000.00 | \$ 36.398077 | \$ 6,308.00 | \$ 75,708.00 | \$ 38.261538 | \$ 6,632.00 | \$ 79,584.00 | \$ 40.142308 | \$ 6,958.00 | \$ 83,496.00 | \$ 41.17308 | \$ 7,127.00 | \$ 85,524.00 | \$ 42.178846 | \$ 7,311.00 | \$ 87,732.00 |
| ACCOUNT CLERK II | 215 | 578 | A | 023 | \$ 36.398077 | \$ 6,309.00 | \$ 75,708.00 | \$ 38.261538 | \$ 6,632.00 | \$ 79,584.00 | \$ 40.142308 | \$ 6,958.00 | \$ 83,496.00 | \$ 42.178846 | \$ 7,311.00 | \$ 87,732.00 | \$ 44.255769 | \$ 7,671.00 | \$ 92,052.00 | \$ 45.242308 | \$ 7,842.00 | \$ 94,104.00 | \$ 46.378846 | \$ 8,039.00 | \$ 96,468.00 |
| ACCOUNT CLERK III | 220 | 578 | A | 025 | \$ 38.261538 | \$ 6,632.00 | \$ 79,584.00 | \$ 40.142308 | \$ 6,958.00 | \$ 83,496.00 | \$ 42.178846 | \$ 7,311.00 | \$ 87,732.00 | \$ 44.255769 | \$ 7,671.00 | \$ 92,052.00 | \$ 46.378846 | \$ 8,039.00 | \$ 96,468.00 | \$ 47.521154 | \$ 8,237.00 | \$ 98,844.00 | \$ 48.721154 | \$ 8,445.00 | \$ 101,340.00 |
| ACCOUNTANT | 205 | 578 | A | 031 | \$ 44.255769 | \$ 7,671.00 | \$ 92,052.00 | \$ 46.378846 | \$ 8,039.00 | \$ 96,468.00 | \$ 48.721154 | \$ 8,445.00 | \$ 101,340.00 | \$ 51.178846 | \$ 8,871.00 | \$ 106,452.00 | \$ 53.711538 | \$ 9,310.00 | \$ 111,720.00 | \$ 54.98077 | \$ 9,533.00 | \$ 114,396.00 | \$ 56.423077 | \$ 9,780.00 | \$ 117,360.00 |
| ACCOUNTING TECHNICIAN I | 216 | 578 | A | 018 | \$ 32.151923 | \$ 5,573.00 | \$ 66,876.00 | \$ 33.78462 | \$ 5,848.00 | \$ 70,176.00 | \$ 35.498077 | \$ 6,153.00 | \$ 73,836.00 | \$ 37.292308 | \$ 6,464.00 | \$ 77,568.00 | \$ 39.2123462 | \$ 6,797.00 | \$ 81,564.00 | \$ 40.142308 | \$ 6,958.00 | \$ 83,496.00 | \$ 41.17308 | \$ 7,127.00 | \$ 85,524.00 |
| ACCOUNTING TECHNICIAN II | 217 | 578 | A | 020 | \$ 33.78462 | \$ 5,848.00 | \$ 70,176.00 | \$ 35.498077 | \$ 6,153.00 | \$ 73,836.00 | \$ 37.292308 | \$ 6,464.00 | \$ 77,568.00 | \$ 39.213462 | \$ 6,797.00 | \$ 81,564.00 | \$ 41.17308 | \$ 7,127.00 | \$ 85,524.00 | \$ 42.178846 | \$ 7,311.00 | \$ 87,732.00 | \$ 43.246154 | \$ 7,496.00 | \$ 89,952.00 |
| ASSOCIATE ENGINEER (CIVIL) | 321 | 4 | E | 034 | \$ 59.737038 | \$ 10,354.42 | \$ 124,253.04 | \$ 62.842558 | \$ 10,892.71 | \$ 130,712.52 | \$ 65.872269 | \$ 11,417.86 | \$ 137,014.32 | \$ 69.171058 | \$ 11,989.65 | \$ 143,875.80 | \$ 72.697500 | \$ 12,600.90 | \$ 151,210.80 | \$ 74.002212 | \$ 12,931.05 | \$ 155,172.60 | \$ 76.458750 | \$ 13,252.85 | \$ 159,034.20 |
| ASSOCIATE PLANNER | 240 | 578 | A | 036 | \$ 49.921154 | \$ 8,653.00 | \$ 103,836.00 | \$ 52.436538 | \$ 9,089.00 | \$ 109,068.00 | \$ 54.98077 | \$ 9,533.00 | \$ 114,396.00 | \$ 57.865385 | \$ 10,030.00 | \$ 120,360.00 | \$ 60.796154 | \$ 10,538.00 | \$ 126,456.00 | \$ 62.238462 | \$ 10,788.00 | \$ 129,456.00 | \$ 63.692308 | \$ 11,040.00 | \$ 132,480.00 |
| ASST ELEC UTILITY ENGINEER | 230 | 4 | E2 | 032 | \$ 61.047923 | \$ 10,581.64 | \$ 126,979.68 | \$ 63.987058 | \$ 11,091.09 | \$ 133,093.08 | \$ 67.303673 | \$ 11,665.97 | \$ 139,991.64 | \$ 70.552962 | \$ 12,229.18 | \$ 146,750.16 | \$ 74.092038 | \$ 12,842.62 | \$ 154,111.44 | \$ 75.972808 | \$ 13,168.62 | \$ 158,023.44 | \$ 77.860327 | \$ 13,495.79 | \$ 161,949.48 |
| ASST ENGINEER (CIVIL) | 228 | 4 | E | 032 | \$ 56.990365 | \$ 9,878.33 | \$ 118,539.96 | \$ 59.737038 | \$ 10,354.42 | \$ 124,253.04 | \$ 62.842558 | \$ 10,892.71 | \$ 130,712.52 | \$ 65.872269 | \$ 11,417.86 | \$ 137,014.32 | \$ 69.171058 | \$ 11,989.65 | \$ 143,875.80 | \$ 70.923923 | \$ 12,293.48 | \$ 147,521.76 | \$ 72.697500 | \$ 12,600.90 | \$ 151,210.80 |
| ASST PLANNER | 232 | 578 | A | 029 | \$ 42.178846 | \$ 7,311.00 | \$ 87,732.00 | \$ 44.255769 | \$ 7,671.00 | \$ 92,052.00 | \$ 46.378846 | \$ 8,039.00 | \$ 96,468.00 | \$ 48.721154 | \$ 8,445.00 | \$ 101,340.00 | \$ 51.178846 | \$ 8,871.00 | \$ 106,452.00 | \$ 52.436538 | \$ 9,089.00 | \$ 109,068.00 | \$ 53.711538 | \$ 9,310.00 | \$ 111,720.00 |
| ASST TRAINING OFFICER | 233S | 1S | C1 | 041 | \$ 57.072363 | \$ 13,849.56 | \$ 166,194.72 | \$ 59.974451 | \$ 14,553.80 | \$ 174,645.60 | \$ 62.968558 | \$ 15,280.37 | \$ 183,364.44 | \$ 66.146786 | \$ 16,051.62 | \$ 192,619.44 | \$ 69.513503 | \$ 16,868.61 | \$ 202,423.32 | \$ 71.192514 | \$ 17,276.05 | \$ 207,312.60 | \$ 72.976731 | \$ 17,709.02 | \$ 212,508.24 |
| ASST WTR & SANITARY SWR SUPER | 229 | 578 | A | 038 | \$ 52.436538 | \$ 9,089.00 | \$ 109,068.00 | \$ 54.98077 | \$ 9,533.00 | \$ 114,396.00 | \$ 57.865385 | \$ 10,030.00 | \$ 120,360.00 | \$ 60.796154 | \$ 10,538.00 | \$ 126,456.00 | \$ 63.692308 | \$ 11,040.00 | \$ 132,480.00 | \$ 65.290385 | \$ 11,317.00 | \$ 135,804.00 | \$ 66.917308 | \$ 11,599.00 | \$ 139,188.00 |
| AUTO SERVICES UTILITY WORKER | 244 | 578 | A | 015 | \$ 29.855769 | \$ 5,175.00 | \$ 62,100.00 | \$ 31.38462 | \$ 5,432.00 | \$ 65,184.00 | \$ 32.948077 | \$ 5,711.00 | \$ 68,532.00 | \$ 34.615385 | \$ 6,000.00 | \$ 72,000.00 | \$ 36.398077 | \$ 6,309.00 | \$ 75,708.00 | \$ 37.292308 | \$ 6,464.00 | \$ 77,568.00 | \$ 38.261538 | \$ 6,632.00 | \$ 79,584.00 |
| AUTOMOTIVE FOREMAN/FOREWOMAN | 252 | 578 | A | 030 | \$ 43.246154 | \$ 7,496.00 | \$ 89,952.00 | \$ 45.242308 | \$ 7,842.00 | \$ 94,104.00 | \$ 47.521154 | \$ 8,237.00 | \$ 98,844.00 | \$ 49.921154 | \$ 8,653.00 | \$ 103,836.00 | \$ 52.436538 | \$ 9,089.00 | \$ 109,068.00 | \$ 53.711538 | \$ 9,310.00 | \$ 111,720.00 | \$ 54.98077 | \$ 9,533.00 | \$ 114,396.00 |
| AUTOMOTIVE TECHNICIAN I | 248 | 6 | G | 020 | \$ 33.990577 | \$ 5,891.70 | \$ 70,740.00 | \$ 35.711423 | \$ 6,189.98 | \$ 74,279.76 | \$ 37.591904 | \$ 6,515.93 | \$ 78,191.16 | \$ 39.549231 | \$ 6,855.20 | \$ 82,262.40 | \$ 41.477019 | \$ 7,189.35 | \$ 86,272.20 | \$ 42.511904 | \$ 7,368.73 | \$ 88,424.76 | \$ 43.552673 | \$ 7,549.13 | \$ 90,589.56 |
| AUTOMOTIVE TECHNICIAN II | 249 | 6 | G | 022 | \$ 35.711423 | \$ 6,189.98 | \$ 74,279.76 | \$ 37.591904 | \$ 6,515.93 | \$ 78,191.16 | \$ 39.549231 | \$ 6,855.20 | \$ 82,262.40 | \$ 41.477019 | \$ 7,189.35 | \$ 86,272.20 | \$ 43.552673 | \$ 7,549.13 | \$ 90,589.56 | \$ 44.640750 | \$ 7,737.73 | \$ 92,852.76 | \$ 45.646038 | \$ 7,911.98 | \$ 94,943.76 |
| AUTOMOTIVE TECHNICIAN III | 250 | 6 | G | 028 | \$ 41.477019 | \$ 7,189.35 | \$ 86,272.20 | \$ 43.552673 | \$ 7,549.13 | \$ 90,589.56 | \$ 45.646038 | \$ 7,911.98 | \$ 94,943.76 | \$ 47.863558 | \$ 8,296.35 | \$ 99,556.20 | \$ 50.317673 | \$ 8,721.73 | \$ 104,660.76 | \$ 51.535846 | \$ 8,932.88 | \$ 107,194.56 | \$ 52.771731 | \$ 9,147.10 | \$ 109,765.20 |
| BUILDING MAINT FOREPERSON | 258 | 578 | A | 031 | \$ 44.255769 | \$ 7,671.00 | \$ 92,052.00 | \$ 46.378846 | \$ 8,039.00 | \$ 96,468.00 | \$ 48.721154 | \$ 8,445.00 | \$ 101,340.00 | \$ 51.178846 | \$ 8,871.00 | \$ 106,452.00 | \$ 53.711538 | \$ 9,310.00 | \$ 111,720.00 | \$ 54.98077 | \$ 9,533.00 | \$ 114,396.00 | \$ 56.423077 | \$ 9,780.00 | \$ 117,360.00 |
| BUILDING MAINT WORKER | 260 | 6 | G | 026 | \$ 39.549231 | \$ 8,855.20 | \$ 82,262.40 | \$ 41.477019 | \$ 7,189.35 | \$ 86,272.20 | \$ 43.552673 | \$ 7,549.13 | \$ 90,589.56 | \$ 45.646038 | \$ 7,911.98 | \$ 94,943.76 | \$ 47.863558 | \$ 8,296.35 | \$ 99,556.20 | \$ 49.087673 | \$ 8,508.53 | \$ 102,102.36 | \$ 50.317673 | \$ 8,721.73 | \$ 104,660.76 |
| BUILDING/HOUSING INSPECTOR | 254 | 578 | A | 035 | \$ 48.721154 | \$ 8,445.00 | \$ 101,340.00 | \$ 51.178846 | \$ 8,871.00 | \$ 106,452.00 | \$ 53.711538 | \$ 9,310.00 | \$ 111,720.00 | \$ 56.423077 | \$ 9,780.00 | \$ 117,360.00 | \$ 59.336538 | \$ 10,285.00 | \$ 123,420.00 | \$ 60.796154 | \$ 10,538.00 | \$ 126,456.00 | \$ 62.238462 | \$ 10,788.00 | \$ 129,456.00 |
| BUSINESS ANALYST | 262 | 578 | A | 035 | \$ 48.721154 | \$ 8,445.00 | \$ 101,340.00 | \$ 51.178846 | \$ 8,871.00 | \$ 106,452.00 | \$ 53.711538 | \$ 9,310.00 | \$ 111,720.00 | \$ 56.423077 | \$ 9,780.00 | \$ 117,360.00 | \$ 59.336538 | \$ 10,285.00 | \$ 123,420.00 | \$ 60.796154 | \$ 10,538.00 | \$ 126,456.00 | \$ 62.238462 | \$ 10,788.00 | \$ 129,456.00 |
| BUSINESS ANALYST-FIBER | 262A | 578 | A | 035 | \$ 48.721154 | \$ 8,445.00 | \$ 101,340.00 | \$ 51.178846 | \$ 8,871.00 | \$ 106,452.00 | \$ 53.711538 | \$ 9,310.00 | \$ 111,720.00 | \$ 56.423077 | \$ 9,780.00 | \$ 117,360.00 | \$ 59.336538 | \$ 10,285.00 | \$ 123,420.00 | \$ 60.796154 | \$ 10,538.00 | \$ 126,456.00 | \$ 62.238462 | \$ 10,788.00 | \$ 129,456.00 |
| BUSINESS ANALYST-PUBLIC BENEF | 262B | 578 | A | 035 | \$ 48.721154 | \$ 8,445.00 | \$ 101,340.00 | \$ 51.178846 | \$ 8,871.00 | \$ 106,452.00 | \$ 53.711538 | \$ 9,310.00 | \$ 111,720.00 | \$ 56.423077 | \$ 9,780.00 | \$ 117,360.00 | \$ 59.336538 | \$ 10,285.00 | \$ 123,420.00 | \$ 60.796154 | \$ 10,538.00 | \$ 126,456.00 | \$ 62.238462 | \$ 10,788.00 | \$ 129,456.00 |
| BUYER | 270 | 578 | A | 032 | \$ 45.242308 | \$ 7,842.00 | \$ 94,104.00 | \$ 47.521154 | \$ 8,237.00 | \$ 98,844.00 | \$ 49.921154 | \$ 8,653.00 | \$ 103,836.00 | \$ 52.436538 | \$ 9,089.00 | \$ 109,068.00 | \$ 54.98077 | \$ 9,533.00 | \$ 114,396.00 | \$ 56.423077 | \$ 9,780.00 | \$ 117,360.00 | \$ 57.865385 | \$ 10,030.00 | \$ 120,360.00 |
| CEMETERY WORKER I | 290 | 6 | G | 019 | \$ 33.210000 | \$ 5,756.40 | \$ 69,076.80 | \$ 34.842115 | \$ 6,039.30 | \$ 72,471.60 | \$ 36.616154 | \$ 6,346.80 | \$ 76,161.60 | \$ 38.579423 | \$ 6,687.10 | \$ 80,245.20 | \$ 40.524981 | \$ 7,024.33 | \$ 84,291.96 | \$ 41.477019 | \$ 7,189.35 | \$ 86,272.20 | \$ 42.511904 | \$ 7,368.73 | \$ 88,424.76 |
| CEMETERY WORKER II | 295 | 6 | G | 021 | \$ 34.842115 | \$ 6,039.30 | \$ 72,471.60 | \$ 36.616154 | \$ 6,346.80 | \$ 76,161.60 | \$ 38.579423 | \$ 6,687.10 | \$ 80,245.20 | \$ 40.524981 | \$ 7,024.33 | \$ 84,291.96 | \$ 42.511904 | \$ 7,368.73 | \$ 88,424.76 | \$ 43.552673 | \$ 7,549.13 | \$ 90,589.56 | | | |

City of Santa Clara
Classified Salary Plan

Effective 12/12/2021
Approved 12/07/2021

| | | | | | Step 1 | | | Step 2 | | | Step 3 | | | Step 4 | | | Step 5 | | | Step 6 | | | Step 7 | | |
|--------------------------------|----------|------------|----------|-------|--------------|--------------|---------------|--------------|--------------|---------------|--------------|--------------|---------------|--------------|--------------|---------------|---------------|--------------|---------------|---------------|--------------|---------------|---------------|--------------|---------------|
| Job Title | Job Code | Union Code | Sal Plan | Grade | Hourly | Monthly | Annual | Hourly | Monthly | Annual | Hourly | Monthly | Annual | Hourly | Monthly | Annual | Hourly | Monthly | Annual | Hourly | Monthly | Annual | Hourly | Monthly | Annual |
| ELEC UTIL ELECTRICIAN TECH | 890 | 3 | D1 | 035 | \$ 66,285173 | \$ 11,489.43 | \$ 137,873.16 | \$ 69,584423 | \$ 12,061.30 | \$ 144,735.60 | \$ 73,003846 | \$ 12,654.00 | \$ 151,848.00 | \$ 76,750558 | \$ 13,303.43 | \$ 159,641.16 | \$ 80,684250 | \$ 13,985.27 | \$ 167,823.24 | \$ 82,694538 | \$ 14,333.72 | \$ 172,004.64 | \$ 84,758192 | \$ 14,691.42 | \$ 176,297.04 |
| ELEC UTIL NETWORK ADMINISTRAT | 436 | 578 | A | 043 | \$ 59,336538 | \$ 10,285.00 | \$ 123,420.00 | \$ 62,238462 | \$ 10,788.00 | \$ 129,456.00 | \$ 65,290385 | \$ 11,317.00 | \$ 135,804.00 | \$ 68,584615 | \$ 11,888.00 | \$ 142,656.00 | \$ 72,057692 | \$ 12,490.00 | \$ 149,880.00 | \$ 73,811538 | \$ 12,794.00 | \$ 153,528.00 | \$ 75,640385 | \$ 13,111.00 | \$ 157,332.00 |
| ELEC UTILITY ELECTRICIAN | 885 | 3 | D1 | 032 | \$ 61,590115 | \$ 10,675.62 | \$ 128,107.44 | \$ 64,635577 | \$ 11,203.50 | \$ 134,442.00 | \$ 67,941462 | \$ 11,776.52 | \$ 141,318.24 | \$ 71,214000 | \$ 12,343.76 | \$ 148,125.12 | \$ 74,787058 | \$ 12,963.09 | \$ 155,557.08 | \$ 76,750558 | \$ 13,303.43 | \$ 159,641.16 | \$ 78,680654 | \$ 13,637.98 | \$ 163,655.76 |
| ELEC UTILITY ENGINEER | 428 | 4 | E2 | 042 | \$ 77,860327 | \$ 13,495.79 | \$ 161,949.48 | \$ 81,905019 | \$ 14,196.87 | \$ 170,362.44 | \$ 85,787942 | \$ 14,869.91 | \$ 178,438.92 | \$ 90,129288 | \$ 15,622.41 | \$ 197,468.92 | \$ 94,719981 | \$ 16,418.13 | \$ 197,017.56 | \$ 97,011981 | \$ 16,815.41 | \$ 201,784.92 | \$ 99,290481 | \$ 17,210.35 | \$ 206,524.20 |
| ELEC UTILITY EQUIP OPERATR | 429 | 3 | D2 | 022 | \$ 48,446654 | \$ 8,397.42 | \$ 100,769.04 | \$ 50,911038 | \$ 8,824.58 | \$ 105,894.96 | \$ 53,415519 | \$ 9,258.69 | \$ 111,104.28 | \$ 56,086962 | \$ 9,721.74 | \$ 116,660.88 | \$ 58,911981 | \$ 10,211.41 | \$ 122,536.92 | \$ 60,321173 | \$ 10,455.67 | \$ 125,468.04 | \$ 61,750442 | \$ 10,703.41 | \$ 128,440.92 |
| ELEC UTILITY GEN TECH | 431 | 3 | D1 | 035 | \$ 66,285173 | \$ 11,489.43 | \$ 137,873.16 | \$ 69,584423 | \$ 12,061.30 | \$ 144,735.60 | \$ 73,003846 | \$ 12,654.00 | \$ 151,848.00 | \$ 76,750558 | \$ 13,303.43 | \$ 159,641.16 | \$ 80,684250 | \$ 13,985.27 | \$ 167,823.24 | \$ 82,694538 | \$ 14,333.72 | \$ 172,004.64 | \$ 84,758192 | \$ 14,691.42 | \$ 176,297.04 |
| ELEC UTILITY PROG ANALYST | 440 | 578 | A | 036 | \$ 49,921154 | \$ 8,653.00 | \$ 103,836.00 | \$ 52,436538 | \$ 9,089.00 | \$ 109,068.00 | \$ 54,998077 | \$ 9,533.00 | \$ 114,396.00 | \$ 57,865385 | \$ 10,030.00 | \$ 120,360.00 | \$ 60,796154 | \$ 10,538.00 | \$ 126,456.00 | \$ 62,238462 | \$ 10,788.00 | \$ 129,456.00 | \$ 63,692308 | \$ 11,040.00 | \$ 132,480.00 |
| ELECTRICAL ESTIMATOR | 437 | 3 | D1 | 027 | \$ 54,684404 | \$ 9,478.63 | \$ 113,743.56 | \$ 57,355846 | \$ 9,941.68 | \$ 119,300.16 | \$ 60,174288 | \$ 10,430.21 | \$ 125,162.52 | \$ 63,092827 | \$ 10,936.09 | \$ 131,233.08 | \$ 66,285173 | \$ 11,489.43 | \$ 137,873.16 | \$ 67,941462 | \$ 11,776.52 | \$ 141,318.24 | \$ 69,584423 | \$ 12,061.30 | \$ 144,735.60 |
| ENERGY CONSERVATION COORD | 913 | 578 | A | 028 | \$ 41,117308 | \$ 7,127.00 | \$ 85,524.00 | \$ 43,246154 | \$ 7,496.00 | \$ 89,952.00 | \$ 45,242308 | \$ 7,842.00 | \$ 94,104.00 | \$ 47,521154 | \$ 8,237.00 | \$ 98,844.00 | \$ 49,921154 | \$ 8,653.00 | \$ 103,836.00 | \$ 51,178846 | \$ 8,871.00 | \$ 106,452.00 | \$ 52,436538 | \$ 9,089.00 | \$ 109,068.00 |
| ENERGY CONSRVATION SPECIALIST | 446 | 578 | A | 021 | \$ 34,615385 | \$ 6,000.00 | \$ 72,000.00 | \$ 36,398077 | \$ 6,309.00 | \$ 75,708.00 | \$ 38,261538 | \$ 6,632.00 | \$ 79,584.00 | \$ 40,142308 | \$ 6,958.00 | \$ 83,496.00 | \$ 42,178846 | \$ 7,311.00 | \$ 87,732.00 | \$ 43,246154 | \$ 7,496.00 | \$ 89,952.00 | \$ 44,255769 | \$ 7,671.00 | \$ 92,052.00 |
| ENGINEERING AIDE | 460 | 578 | A | 021 | \$ 34,615385 | \$ 6,000.00 | \$ 72,000.00 | \$ 36,398077 | \$ 6,309.00 | \$ 75,708.00 | \$ 38,261538 | \$ 6,632.00 | \$ 79,584.00 | \$ 40,142308 | \$ 6,958.00 | \$ 83,496.00 | \$ 42,178846 | \$ 7,311.00 | \$ 87,732.00 | \$ 43,246154 | \$ 7,496.00 | \$ 89,952.00 | \$ 44,255769 | \$ 7,671.00 | \$ 92,052.00 |
| ENGINEERING AIDE - FIBER | 460F | 578 | A | 021 | \$ 34,615385 | \$ 6,000.00 | \$ 72,000.00 | \$ 36,398077 | \$ 6,309.00 | \$ 75,708.00 | \$ 38,261538 | \$ 6,632.00 | \$ 79,584.00 | \$ 40,142308 | \$ 6,958.00 | \$ 83,496.00 | \$ 42,178846 | \$ 7,311.00 | \$ 87,732.00 | \$ 43,246154 | \$ 7,496.00 | \$ 89,952.00 | \$ 44,255769 | \$ 7,671.00 | \$ 92,052.00 |
| ENGINEERING AIDE (ELECTRIC) | 460A | 578 | A | 021 | \$ 34,615385 | \$ 6,000.00 | \$ 72,000.00 | \$ 36,398077 | \$ 6,309.00 | \$ 75,708.00 | \$ 38,261538 | \$ 6,632.00 | \$ 79,584.00 | \$ 40,142308 | \$ 6,958.00 | \$ 83,496.00 | \$ 42,178846 | \$ 7,311.00 | \$ 87,732.00 | \$ 43,246154 | \$ 7,496.00 | \$ 89,952.00 | \$ 44,255769 | \$ 7,671.00 | \$ 92,052.00 |
| EQUIPMENT OPERATOR | 470 | 6 | G | 027 | \$ 40,524981 | \$ 7,024.33 | \$ 84,291.96 | \$ 42,511904 | \$ 7,368.73 | \$ 88,424.76 | \$ 44,640750 | \$ 7,737.73 | \$ 92,852.76 | \$ 46,769596 | \$ 8,106.73 | \$ 97,280.76 | \$ 49,087673 | \$ 8,508.53 | \$ 102,102.36 | \$ 50,317673 | \$ 8,721.73 | \$ 104,660.76 | \$ 51,535846 | \$ 8,932.88 | \$ 107,194.56 |
| FACILITIES INSPECTION SUPERVIS | 467 | 578 | A | 035 | \$ 48,721154 | \$ 8,445.00 | \$ 101,340.00 | \$ 51,178846 | \$ 8,871.00 | \$ 106,452.00 | \$ 53,711538 | \$ 9,310.00 | \$ 111,720.00 | \$ 56,423077 | \$ 9,780.00 | \$ 117,360.00 | \$ 59,336538 | \$ 10,285.00 | \$ 123,420.00 | \$ 60,796154 | \$ 10,538.00 | \$ 126,456.00 | \$ 62,238462 | \$ 10,788.00 | \$ 129,456.00 |
| FACILITIES TECHNICIAN | 469 | 6 | G | 027 | \$ 40,524981 | \$ 7,024.33 | \$ 84,291.96 | \$ 42,511904 | \$ 7,368.73 | \$ 88,424.76 | \$ 44,640750 | \$ 7,737.73 | \$ 92,852.76 | \$ 46,769596 | \$ 8,106.73 | \$ 97,280.76 | \$ 49,087673 | \$ 8,508.53 | \$ 102,102.36 | \$ 50,317673 | \$ 8,721.73 | \$ 104,660.76 | \$ 51,535846 | \$ 8,932.88 | \$ 107,194.56 |
| FIBER SPLICING TECHNICIAN | 488 | 3 | D1 | 032 | \$ 61,590115 | \$ 10,675.62 | \$ 128,107.44 | \$ 64,635577 | \$ 11,203.50 | \$ 134,442.00 | \$ 67,941462 | \$ 11,776.52 | \$ 141,318.24 | \$ 71,214000 | \$ 12,343.76 | \$ 148,125.12 | \$ 74,787058 | \$ 12,963.09 | \$ 155,557.08 | \$ 76,750558 | \$ 13,303.43 | \$ 159,641.16 | \$ 78,680654 | \$ 13,637.98 | \$ 163,655.76 |
| FINANCIAL ANALYST | 472 | 578 | A | 033 | \$ 46,378846 | \$ 8,039.00 | \$ 96,468.00 | \$ 48,721154 | \$ 8,445.00 | \$ 101,340.00 | \$ 51,178846 | \$ 8,871.00 | \$ 106,452.00 | \$ 53,711538 | \$ 9,310.00 | \$ 111,720.00 | \$ 56,423077 | \$ 9,780.00 | \$ 117,360.00 | \$ 57,865385 | \$ 10,030.00 | \$ 120,360.00 | \$ 59,336538 | \$ 10,285.00 | \$ 123,420.00 |
| FIRE APPLICATION DATA ANALYST | 491 | 578 | A | 032 | \$ 45,242308 | \$ 7,842.00 | \$ 94,104.00 | \$ 47,521154 | \$ 8,237.00 | \$ 98,844.00 | \$ 49,921154 | \$ 8,653.00 | \$ 103,836.00 | \$ 52,436538 | \$ 9,089.00 | \$ 109,068.00 | \$ 54,998077 | \$ 9,533.00 | \$ 114,396.00 | \$ 56,423077 | \$ 9,780.00 | \$ 117,360.00 | \$ 57,865385 | \$ 10,030.00 | \$ 120,360.00 |
| FIRE CAPTAIN - TRAINING | 475T | 1 | C | 043 | \$ 82,520135 | \$ 14,303.49 | \$ 171,641.88 | \$ 86,639769 | \$ 15,017.56 | \$ 180,210.72 | \$ 91,012788 | \$ 15,775.55 | \$ 189,306.60 | \$ 95,645135 | \$ 16,578.49 | \$ 198,941.88 | \$ 100,410231 | \$ 17,404.44 | \$ 208,853.28 | \$ 102,841038 | \$ 17,825.78 | \$ 213,909.36 | \$ 105,416538 | \$ 18,272.20 | \$ 219,266.40 |
| FIRE CAPTAIN 24 HRS | 475S | 1S | C1 | 038 | \$ 53,034931 | \$ 12,869.81 | \$ 154,437.72 | \$ 55,638915 | \$ 13,501.71 | \$ 162,020.52 | \$ 58,510261 | \$ 14,198.49 | \$ 170,381.88 | \$ 61,451786 | \$ 14,912.30 | \$ 178,947.60 | \$ 64,480962 | \$ 15,647.38 | \$ 187,768.56 | \$ 66,146786 | \$ 16,051.62 | \$ 192,619.44 | \$ 67,795096 | \$ 16,451.61 | \$ 197,419.32 |
| FIRE CAPTAIN 24HR-TRNG PREMIUM | 475P | 1S | C1 | 039 | \$ 54,345659 | \$ 13,187.88 | \$ 158,254.56 | \$ 57,072363 | \$ 13,849.56 | \$ 166,194.72 | \$ 59,974451 | \$ 14,553.80 | \$ 174,645.60 | \$ 62,968558 | \$ 15,280.37 | \$ 183,364.44 | \$ 66,146786 | \$ 16,051.62 | \$ 192,619.44 | \$ 67,795096 | \$ 16,451.61 | \$ 197,419.32 | \$ 69,513503 | \$ 16,868.61 | \$ 202,423.32 |
| FIRE CAPTAIN 80 HRS | 475 | 1 | C | 038 | \$ 72,971885 | \$ 12,648.46 | \$ 151,781.52 | \$ 76,554750 | \$ 13,269.49 | \$ 159,233.88 | \$ 80,505519 | \$ 13,954.29 | \$ 167,451.48 | \$ 84,552808 | \$ 14,655.82 | \$ 175,869.84 | \$ 88,720731 | \$ 15,378.26 | \$ 184,539.12 | \$ 91,012788 | \$ 15,775.55 | \$ 189,306.60 | \$ 93,280731 | \$ 16,168.66 | \$ 194,023.92 |
| FIRE PLAN DRAFTSPERSON | 482 | 578 | A | 025 | \$ 38,261538 | \$ 6,632.00 | \$ 79,584.00 | \$ 40,142308 | \$ 6,958.00 | \$ 83,496.00 | \$ 42,178846 | \$ 7,311.00 | \$ 87,732.00 | \$ 44,255769 | \$ 7,671.00 | \$ 92,052.00 | \$ 46,378846 | \$ 8,039.00 | \$ 96,468.00 | \$ 47,521154 | \$ 8,237.00 | \$ 98,844.00 | \$ 48,721154 | \$ 8,445.00 | \$ 101,340.00 |
| FIRE PREVENTION SPECIALIST I | 489 | 10 | H2 | 012 | \$ 33,298154 | \$ 5,771.68 | \$ 69,260.16 | \$ 34,972442 | \$ 6,061.89 | \$ 72,742.68 | \$ 36,601327 | \$ 6,344.23 | \$ 76,130.76 | \$ 38,528769 | \$ 6,678.32 | \$ 80,139.84 | \$ 40,456154 | \$ 7,012.40 | \$ 84,148.80 | \$ 41,500962 | \$ 7,193.50 | \$ 86,322.00 | \$ 42,545827 | \$ 7,374.61 | \$ 88,495.32 |
| FIRE PREVENTION SPECIALIST II | 478 | 10 | H2 | 035 | \$ 58,412885 | \$ 10,124.90 | \$ 121,498.80 | \$ 61,359173 | \$ 10,635.59 | \$ 127,627.08 | \$ 64,402788 | \$ 11,163.15 | \$ 133,957.80 | \$ 67,654096 | \$ 11,726.71 | \$ 140,720.52 | \$ 71,126019 | \$ 12,328.51 | \$ 147,942.12 | \$ 72,891173 | \$ 12,634.47 | \$ 151,613.64 | \$ 74,630423 | \$ 12,935.94 | \$ 155,231.28 |
| FIRE PROTECTION ENGINEER | 492 | 10 | H2 | 041 | \$ 67,654096 | \$ 11,726.71 | \$ 140,720.52 | \$ 71,126019 | \$ 12,328.51 | \$ 147,942.12 | \$ 74,630423 | \$ 12,935.94 | \$ 155,231.28 | \$ 78,290538 | \$ 13,570.36 | \$ 162,844.32 | \$ 82,255673 | \$ 14,257.65 | | | | | | | |

City of Santa Clara
Classified Salary Plan

Effective 12/12/2021
Approved 12/07/2021

| | | | | | Step 1 | | | Step 2 | | | Step 3 | | | Step 4 | | | Step 5 | | | Step 6 | | | Step 7 | | |
|--------------------------------|----------|------------|----------|-------|--------------|--------------|---------------|--------------|--------------|---------------|---------------|--------------|---------------|---------------|--------------|---------------|---------------|--------------|---------------|---------------|--------------|---------------|----------------|--------------|---------------|
| Job Title | Job Code | Union Code | Sal Plan | Grade | Hourly | Monthly | Annual | Hourly | Monthly | Annual | Hourly | Monthly | Annual | Hourly | Monthly | Annual | Hourly | Monthly | Annual | Hourly | Monthly | Annual | Hourly | Monthly | Annual |
| LIBRARY CIRCULATION SUPERVSR | 529 | 578 | A | 028 | \$ 41.117308 | \$ 7,127.00 | \$ 85,524.00 | \$ 43.246154 | \$ 7,496.00 | \$ 89,952.00 | \$ 45.242308 | \$ 7,842.00 | \$ 94,104.00 | \$ 47.521154 | \$ 8,237.00 | \$ 98,844.00 | \$ 49.921154 | \$ 8,653.00 | \$ 103,836.00 | \$ 51.178846 | \$ 8,871.00 | \$ 106,452.00 | \$ 52.436538 | \$ 9,089.00 | \$ 109,068.00 |
| LIBRARY PROG COORD - TECH SVCS | 534D | 578 | A | 034 | \$ 47.521154 | \$ 8,237.00 | \$ 98,844.00 | \$ 49.921154 | \$ 8,653.00 | \$ 103,836.00 | \$ 52.436538 | \$ 9,089.00 | \$ 109,068.00 | \$ 54.998077 | \$ 9,533.00 | \$ 114,396.00 | \$ 57.865385 | \$ 10,030.00 | \$ 120,360.00 | \$ 59.336538 | \$ 10,285.00 | \$ 123,420.00 | \$ 60.796154 | \$ 10,538.00 | \$ 126,456.00 |
| LIBRARY PROG COORD-TECHNOLOGY | 534F | 578 | A | 034 | \$ 47.521154 | \$ 8,237.00 | \$ 98,844.00 | \$ 49.921154 | \$ 8,653.00 | \$ 103,836.00 | \$ 52.436538 | \$ 9,089.00 | \$ 109,068.00 | \$ 54.998077 | \$ 9,533.00 | \$ 114,396.00 | \$ 57.865385 | \$ 10,030.00 | \$ 120,360.00 | \$ 59.336538 | \$ 10,285.00 | \$ 123,420.00 | \$ 60.796154 | \$ 10,538.00 | \$ 126,456.00 |
| LIBRARY PROGRAM COORD - REF | 534B | 578 | A | 034 | \$ 47.521154 | \$ 8,237.00 | \$ 98,844.00 | \$ 49.921154 | \$ 8,653.00 | \$ 103,836.00 | \$ 52.436538 | \$ 9,089.00 | \$ 109,068.00 | \$ 54.998077 | \$ 9,533.00 | \$ 114,396.00 | \$ 57.865385 | \$ 10,030.00 | \$ 120,360.00 | \$ 59.336538 | \$ 10,285.00 | \$ 123,420.00 | \$ 60.796154 | \$ 10,538.00 | \$ 126,456.00 |
| LIBRARY PROGRAM COORDINATOR | 534 | 578 | A | 034 | \$ 47.521154 | \$ 8,237.00 | \$ 98,844.00 | \$ 49.921154 | \$ 8,653.00 | \$ 103,836.00 | \$ 52.436538 | \$ 9,089.00 | \$ 109,068.00 | \$ 54.998077 | \$ 9,533.00 | \$ 114,396.00 | \$ 57.865385 | \$ 10,030.00 | \$ 120,360.00 | \$ 59.336538 | \$ 10,285.00 | \$ 123,420.00 | \$ 60.796154 | \$ 10,538.00 | \$ 126,456.00 |
| LIBRARY TECHNOLOGY ASSISTANT | 754C | 578 | A | 025 | \$ 38.261538 | \$ 6,632.00 | \$ 79,584.00 | \$ 40.142308 | \$ 6,958.00 | \$ 83,496.00 | \$ 42.178846 | \$ 7,311.00 | \$ 87,732.00 | \$ 44.255769 | \$ 7,671.00 | \$ 92,052.00 | \$ 46.378846 | \$ 8,039.00 | \$ 96,468.00 | \$ 47.521154 | \$ 8,237.00 | \$ 98,844.00 | \$ 48.721154 | \$ 8,445.00 | \$ 101,340.00 |
| LITERACY ADVOCATE | 562 | 578 | A | 012 | \$ 27.730777 | \$ 4,814.00 | \$ 57,768.00 | \$ 29.180769 | \$ 5,058.00 | \$ 60,696.00 | \$ 30.542308 | \$ 5,294.00 | \$ 63,528.00 | \$ 32.151923 | \$ 5,573.00 | \$ 66,876.00 | \$ 33.738462 | \$ 5,848.00 | \$ 70,176.00 | \$ 34.615385 | \$ 6,000.00 | \$ 72,000.00 | \$ 35.498077 | \$ 6,153.00 | \$ 73,836.00 |
| LITERACY PROGRAM SUPERVISOR | 563 | 578 | A | 028 | \$ 41.117308 | \$ 7,127.00 | \$ 85,524.00 | \$ 43.246154 | \$ 7,496.00 | \$ 89,952.00 | \$ 45.242308 | \$ 7,842.00 | \$ 94,104.00 | \$ 47.521154 | \$ 8,237.00 | \$ 98,844.00 | \$ 49.921154 | \$ 8,653.00 | \$ 103,836.00 | \$ 51.178846 | \$ 8,871.00 | \$ 106,452.00 | \$ 52.436538 | \$ 9,089.00 | \$ 109,068.00 |
| LITERACY STUDENT/TUTOR COORD | 564 | 578 | A | 020 | \$ 33.738462 | \$ 5,848.00 | \$ 70,176.00 | \$ 35.498077 | \$ 6,153.00 | \$ 73,836.00 | \$ 37.292308 | \$ 6,464.00 | \$ 77,568.00 | \$ 39.213462 | \$ 6,797.00 | \$ 81,564.00 | \$ 41.117308 | \$ 7,127.00 | \$ 85,524.00 | \$ 42.178846 | \$ 7,311.00 | \$ 87,732.00 | \$ 43.246154 | \$ 7,496.00 | \$ 89,952.00 |
| MATERIALS HANDLER | 570 | 578 | A | 019 | \$ 32.948077 | \$ 5,711.00 | \$ 68,532.00 | \$ 34.615385 | \$ 6,000.00 | \$ 72,000.00 | \$ 36.398077 | \$ 6,309.00 | \$ 75,708.00 | \$ 38.261538 | \$ 6,632.00 | \$ 79,584.00 | \$ 40.142308 | \$ 6,958.00 | \$ 83,496.00 | \$ 41.117308 | \$ 7,127.00 | \$ 85,524.00 | \$ 42.178846 | \$ 7,311.00 | \$ 87,732.00 |
| MECHANICAL MAINT FOREPERSON | 577 | 578 | A | 031 | \$ 44.255769 | \$ 7,671.00 | \$ 92,052.00 | \$ 46.378846 | \$ 8,039.00 | \$ 96,468.00 | \$ 48.721154 | \$ 8,445.00 | \$ 101,340.00 | \$ 51.178846 | \$ 8,871.00 | \$ 106,452.00 | \$ 53.711538 | \$ 9,310.00 | \$ 111,720.00 | \$ 54.980777 | \$ 9,533.00 | \$ 114,396.00 | \$ 56.423077 | \$ 9,780.00 | \$ 117,360.00 |
| MECHANICAL MAINTENANCE WORKER | 580 | 6 | G | 029 | \$ 42.511904 | \$ 7,368.73 | \$ 88,424.76 | \$ 44.640750 | \$ 7,737.73 | \$ 92,852.76 | \$ 46.769596 | \$ 8,106.73 | \$ 97,280.76 | \$ 49.087673 | \$ 8,508.53 | \$ 102,102.36 | \$ 51.535846 | \$ 8,932.88 | \$ 107,194.56 | \$ 52.771731 | \$ 9,147.10 | \$ 109,765.20 | \$ 54.108173 | \$ 9,378.75 | \$ 112,545.00 |
| METER DATA ANALYST | 601 | 578 | A | 027 | \$ 40.142308 | \$ 6,958.00 | \$ 83,496.00 | \$ 42.178846 | \$ 7,311.00 | \$ 87,732.00 | \$ 44.255769 | \$ 7,671.00 | \$ 92,052.00 | \$ 46.378846 | \$ 8,039.00 | \$ 96,468.00 | \$ 48.721154 | \$ 8,445.00 | \$ 101,340.00 | \$ 49.921154 | \$ 8,653.00 | \$ 103,836.00 | \$ 51.178846 | \$ 8,871.00 | \$ 106,452.00 |
| METER READER | 595 | 578 | A | 021 | \$ 34.615385 | \$ 6,000.00 | \$ 72,000.00 | \$ 36.398077 | \$ 6,309.00 | \$ 75,708.00 | \$ 38.261538 | \$ 6,632.00 | \$ 79,584.00 | \$ 40.142308 | \$ 6,958.00 | \$ 83,496.00 | \$ 42.178846 | \$ 7,311.00 | \$ 87,732.00 | \$ 43.246154 | \$ 7,496.00 | \$ 89,952.00 | \$ 44.255769 | \$ 7,671.00 | \$ 92,052.00 |
| OFFICE ASSISTANT | 933 | 578 | A | 012 | \$ 27.730777 | \$ 4,814.00 | \$ 57,768.00 | \$ 29.180769 | \$ 5,058.00 | \$ 60,696.00 | \$ 30.542308 | \$ 5,294.00 | \$ 63,528.00 | \$ 32.151923 | \$ 5,573.00 | \$ 66,876.00 | \$ 33.738462 | \$ 5,848.00 | \$ 70,176.00 | \$ 34.615385 | \$ 6,000.00 | \$ 72,000.00 | \$ 35.498077 | \$ 6,153.00 | \$ 73,836.00 |
| OFFICE RECORDS SPECIALIST | 934 | 578 | A | 019 | \$ 32.948077 | \$ 5,711.00 | \$ 68,532.00 | \$ 34.615385 | \$ 6,000.00 | \$ 72,000.00 | \$ 36.398077 | \$ 6,309.00 | \$ 75,708.00 | \$ 38.261538 | \$ 6,632.00 | \$ 79,584.00 | \$ 40.142308 | \$ 6,958.00 | \$ 83,496.00 | \$ 41.117308 | \$ 7,127.00 | \$ 85,524.00 | \$ 42.178846 | \$ 7,311.00 | \$ 87,732.00 |
| OFFICE SPECIALIST II | 936 | 578 | A | 018 | \$ 32.151923 | \$ 5,573.00 | \$ 66,876.00 | \$ 33.738462 | \$ 5,848.00 | \$ 70,176.00 | \$ 35.498077 | \$ 6,153.00 | \$ 73,836.00 | \$ 37.292308 | \$ 6,464.00 | \$ 77,568.00 | \$ 39.213462 | \$ 6,797.00 | \$ 81,564.00 | \$ 40.142308 | \$ 6,958.00 | \$ 83,496.00 | \$ 41.117308 | \$ 7,127.00 | \$ 85,524.00 |
| OFFICE SPECIALIST III | 938 | 578 | A | 022 | \$ 35.498077 | \$ 6,153.00 | \$ 73,836.00 | \$ 37.292308 | \$ 6,464.00 | \$ 77,568.00 | \$ 39.213462 | \$ 6,797.00 | \$ 81,564.00 | \$ 41.117308 | \$ 7,127.00 | \$ 85,524.00 | \$ 43.246154 | \$ 7,496.00 | \$ 89,952.00 | \$ 44.255769 | \$ 7,671.00 | \$ 92,052.00 | \$ 45.242308 | \$ 7,842.00 | \$ 94,104.00 |
| OFFICE SPECIALIST IV | 939 | 578 | A | 024 | \$ 37.292308 | \$ 6,464.00 | \$ 77,568.00 | \$ 39.213462 | \$ 6,797.00 | \$ 81,564.00 | \$ 41.117308 | \$ 7,127.00 | \$ 85,524.00 | \$ 43.246154 | \$ 7,496.00 | \$ 89,952.00 | \$ 45.242308 | \$ 7,842.00 | \$ 94,104.00 | \$ 46.378846 | \$ 8,039.00 | \$ 96,468.00 | \$ 47.521154 | \$ 8,237.00 | \$ 98,844.00 |
| PARK FOREPERSON | 615 | 578 | A | 033 | \$ 46.378846 | \$ 8,039.00 | \$ 96,468.00 | \$ 48.721154 | \$ 8,445.00 | \$ 101,340.00 | \$ 51.178846 | \$ 8,871.00 | \$ 106,452.00 | \$ 53.711538 | \$ 9,310.00 | \$ 111,720.00 | \$ 56.423077 | \$ 9,780.00 | \$ 117,360.00 | \$ 57.865385 | \$ 10,030.00 | \$ 120,360.00 | \$ 59.336538 | \$ 10,285.00 | \$ 123,420.00 |
| PARK MAINT CRAFTS WORKER | 620 | 6 | G | 029 | \$ 42.511904 | \$ 7,368.73 | \$ 88,424.76 | \$ 44.640750 | \$ 7,737.73 | \$ 92,852.76 | \$ 46.769596 | \$ 8,106.73 | \$ 97,280.76 | \$ 49.087673 | \$ 8,508.53 | \$ 102,102.36 | \$ 51.535846 | \$ 8,932.88 | \$ 107,194.56 | \$ 52.771731 | \$ 9,147.10 | \$ 109,765.20 | \$ 54.108173 | \$ 9,378.75 | \$ 112,545.00 |
| PAYROLL ANALYST | 614 | 578 | A | 033 | \$ 46.378846 | \$ 8,039.00 | \$ 96,468.00 | \$ 48.721154 | \$ 8,445.00 | \$ 101,340.00 | \$ 51.178846 | \$ 8,871.00 | \$ 106,452.00 | \$ 53.711538 | \$ 9,310.00 | \$ 111,720.00 | \$ 56.423077 | \$ 9,780.00 | \$ 117,360.00 | \$ 57.865385 | \$ 10,030.00 | \$ 120,360.00 | \$ 59.336538 | \$ 10,285.00 | \$ 123,420.00 |
| PERMIT CENTER SUPERVISOR | 040 | 578 | A | 039 | \$ 53.711538 | \$ 9,310.00 | \$ 111,720.00 | \$ 56.423077 | \$ 9,780.00 | \$ 117,360.00 | \$ 59.336538 | \$ 10,285.00 | \$ 123,420.00 | \$ 62.238462 | \$ 10,788.00 | \$ 129,456.00 | \$ 65.20385 | \$ 11,317.00 | \$ 135,804.00 | \$ 66.917308 | \$ 11,599.00 | \$ 139,188.00 | \$ 68.584615 | \$ 11,888.00 | \$ 142,656.00 |
| PERMIT TECHNICIAN | 621 | 578 | A | 023 | \$ 36.398077 | \$ 6,309.00 | \$ 75,708.00 | \$ 38.261538 | \$ 6,632.00 | \$ 79,584.00 | \$ 40.142308 | \$ 6,958.00 | \$ 83,496.00 | \$ 42.178846 | \$ 7,311.00 | \$ 87,732.00 | \$ 44.255769 | \$ 7,671.00 | \$ 92,052.00 | \$ 45.242308 | \$ 7,842.00 | \$ 94,104.00 | \$ 46.378846 | \$ 8,039.00 | \$ 96,468.00 |
| PLANS EXAMINER | 630 | 578 | A | 041 | \$ 56.423077 | \$ 9,780.00 | \$ 117,360.00 | \$ 59.336538 | \$ 10,285.00 | \$ 123,420.00 | \$ 62.238462 | \$ 10,788.00 | \$ 129,456.00 | \$ 65.20385 | \$ 11,317.00 | \$ 135,804.00 | \$ 68.584615 | \$ 11,888.00 | \$ 142,656.00 | \$ 70.257692 | \$ 12,178.00 | \$ 146,136.00 | \$ 72.057692 | \$ 12,490.00 | \$ 149,880.00 |
| POLICE LIEUTENANT | 645 | 2 | B | 043 | \$ 91.935808 | \$ 15,935.54 | \$ 191,226.48 | \$ 96.537981 | \$ 16,733.25 | \$ 200,799.00 | \$ 101.346981 | \$ 17,566.81 | \$ 210,801.72 | \$ 106.413115 | \$ 18,444.94 | \$ 221,339.28 | \$ 111.692308 | \$ 19,360.00 | \$ 232,320.00 | \$ 114.526385 | \$ 19,851.24 | \$ 238,214.88 | \$ 117.328962 | \$ 20,337.02 | \$ 244,044.24 |
| POLICE OFFICER | 650 | 2 | B | 031 | \$ 68.605500 | \$ 11,891.62 | \$ 142,699.44 | \$ 72.010038 | \$ 12,481.74 | \$ 149,780.88 | \$ 75.634038 | \$ 13,109.90 | \$ 157,318.80 | \$ 79.414788 | \$ 13,765.23 | \$ 165,182.76 | \$ 83.371154 | \$ 14,451.00 | \$ 173,412.00 | \$ 85.477788 | \$ 14,816.15 | \$ 177,793.80 | \$ 87.553154</ | | |

City of Santa Clara
Classified Salary PlanEffective 12/12/2021
Approved 12/07/2021

| | | | | | Step 1 | | | Step 2 | | | Step 3 | | | Step 4 | | | Step 5 | | | Step 6 | | | Step 7 | | |
|--------------------------------|----------|------------|----------|-------|--------------|--------------|---------------|--------------|--------------|---------------|--------------|--------------|---------------|--------------|--------------|---------------|---------------|--------------|---------------|---------------|--------------|---------------|---------------|--------------|---------------|
| Job Title | Job Code | Union Code | Sal Plan | Grade | Hourly | Monthly | Annual | Hourly | Monthly | Annual | Hourly | Monthly | Annual | Hourly | Monthly | Annual | Hourly | Monthly | Annual | Hourly | Monthly | Annual | Hourly | Monthly | Annual |
| SR ACCOUNTING TECHNICIAN | 208 | 578 | A | 026 | \$ 39.213462 | \$ 6,797.00 | \$ 81,564.00 | \$ 41.117308 | \$ 7,127.00 | \$ 85,524.00 | \$ 43.246154 | \$ 7,496.00 | \$ 89,952.00 | \$ 45.242308 | \$ 7,842.00 | \$ 94,104.00 | \$ 47.521154 | \$ 8,237.00 | \$ 98,844.00 | \$ 48.721154 | \$ 8,445.00 | \$ 101,340.00 | \$ 49.921154 | \$ 8,653.00 | \$ 103,836.00 |
| SR BUSINESS ANALYST | 722 | 578 | A | 038 | \$ 52.436538 | \$ 9,089.00 | \$ 109,068.00 | \$ 54.998077 | \$ 9,533.00 | \$ 114,396.00 | \$ 57.865385 | \$ 10,030.00 | \$ 120,360.00 | \$ 60.796154 | \$ 10,538.00 | \$ 126,456.00 | \$ 63.692308 | \$ 11,040.00 | \$ 132,480.00 | \$ 65.290385 | \$ 11,317.00 | \$ 135,804.00 | \$ 66.917308 | \$ 11,599.00 | \$ 139,188.00 |
| SR CENTER COORDINATOR | 715 | 578 | A | 027 | \$ 40.142308 | \$ 6,958.00 | \$ 83,496.00 | \$ 42.178846 | \$ 7,311.00 | \$ 87,732.00 | \$ 44.255769 | \$ 7,671.00 | \$ 92,052.00 | \$ 46.378846 | \$ 8,039.00 | \$ 96,468.00 | \$ 48.721154 | \$ 8,445.00 | \$ 101,340.00 | \$ 49.921154 | \$ 8,653.00 | \$ 103,836.00 | \$ 51.178846 | \$ 8,871.00 | \$ 106,452.00 |
| SR CUSTOMER SERVICE REP | 724 | 578 | A | 022 | \$ 35.498077 | \$ 6,153.00 | \$ 73,836.00 | \$ 37.292308 | \$ 6,464.00 | \$ 77,568.00 | \$ 39.213462 | \$ 6,797.00 | \$ 81,564.00 | \$ 41.117308 | \$ 7,127.00 | \$ 85,524.00 | \$ 43.246154 | \$ 7,496.00 | \$ 89,952.00 | \$ 44.255769 | \$ 7,671.00 | \$ 92,052.00 | \$ 45.242308 | \$ 7,842.00 | \$ 94,104.00 |
| SR ELEC & WATER SYST OP - CERT | 777R | 3 | R6 | 040 | \$ 79.275058 | \$ 13,741.01 | \$ 164,892.12 | \$ 83.402423 | \$ 14,456.42 | \$ 173,477.04 | \$ 87.656712 | \$ 15,193.83 | \$ 182,325.96 | \$ 92.004462 | \$ 16,947.44 | \$ 191,369.28 | \$ 96.646096 | \$ 16,751.99 | \$ 201,023.88 | \$ 99.070442 | \$ 17,172.21 | \$ 206,066.52 | \$ 101.481404 | \$ 17,590.11 | \$ 211,081.32 |
| SR ELEC & WATER SYSTEM OPERATR | 777 | 3 | D1 | 040 | \$ 74.787058 | \$ 12,963.09 | \$ 155,557.08 | \$ 78.680654 | \$ 13,637.98 | \$ 163,655.76 | \$ 82.694538 | \$ 14,333.72 | \$ 172,004.64 | \$ 86.795135 | \$ 15,044.49 | \$ 180,533.88 | \$ 91.176346 | \$ 15,803.90 | \$ 189,646.80 | \$ 93.460442 | \$ 16,199.81 | \$ 194,397.72 | \$ 95.737846 | \$ 16,594.56 | \$ 199,134.72 |
| SR ELEC CREW FOREPERSON | 551 | 3 | D1 | 551 | \$ 78.624173 | \$ 13,628.19 | \$ 163,538.28 | \$ 82.555385 | \$ 14,309.60 | \$ 171,715.20 | \$ 86.683154 | \$ 15,025.08 | \$ 180,300.96 | \$ 91.017288 | \$ 15,776.33 | \$ 189,315.96 | \$ 95.568173 | \$ 16,565.15 | \$ 198,781.80 | \$ 97.957385 | \$ 16,979.28 | \$ 203,751.36 | \$ 100.406308 | \$ 17,403.76 | \$ 208,845.12 |
| SR ELEC METER TECHNICIAN | 729 | 3 | D1 | 038 | \$ 71.214000 | \$ 12,343.76 | \$ 148,125.12 | \$ 74.787058 | \$ 12,963.09 | \$ 155,557.08 | \$ 78.680654 | \$ 13,637.98 | \$ 163,655.76 | \$ 82.694538 | \$ 14,333.72 | \$ 172,004.64 | \$ 86.795135 | \$ 15,044.49 | \$ 180,533.88 | \$ 88.999154 | \$ 15,426.52 | \$ 185,118.24 | \$ 91.176346 | \$ 15,803.90 | \$ 189,646.80 |
| SR ELEC UTIL ELEC TECH | 785 | 3 | D1 | 038 | \$ 71.214000 | \$ 12,343.76 | \$ 148,125.12 | \$ 74.787058 | \$ 12,963.09 | \$ 155,557.08 | \$ 78.680654 | \$ 13,637.98 | \$ 163,655.76 | \$ 82.694538 | \$ 14,333.72 | \$ 172,004.64 | \$ 86.795135 | \$ 15,044.49 | \$ 180,533.88 | \$ 88.999154 | \$ 15,426.52 | \$ 185,118.24 | \$ 91.176346 | \$ 15,803.90 | \$ 189,646.80 |
| SR ELEC UTIL ENG | 730 | 4 | E2 | 046 | \$ 85.787942 | \$ 14,869.91 | \$ 178,438.92 | \$ 90.129288 | \$ 15,622.41 | \$ 187,468.92 | \$ 94.719981 | \$ 16,418.13 | \$ 197,017.56 | \$ 99.290481 | \$ 17,210.35 | \$ 206,524.20 | \$ 104.204769 | \$ 18,062.16 | \$ 216,745.92 | \$ 106.840558 | \$ 18,519.03 | \$ 222,228.36 | \$ 109.462846 | \$ 18,973.56 | \$ 227,682.72 |
| SR ELEC UTIL ENG/CONTROL-COIMM | 730I | 4 | E2 | 046 | \$ 85.787942 | \$ 14,869.91 | \$ 178,438.92 | \$ 90.129288 | \$ 15,622.41 | \$ 187,468.92 | \$ 94.719981 | \$ 16,418.13 | \$ 197,017.56 | \$ 99.290481 | \$ 17,210.35 | \$ 206,524.20 | \$ 104.204769 | \$ 18,062.16 | \$ 216,745.92 | \$ 106.840558 | \$ 18,519.03 | \$ 222,228.36 | \$ 109.462846 | \$ 18,973.56 | \$ 227,682.72 |
| SR ELEC UTIL ENG/DISTBN PLAN | 730D | 4 | E2 | 046 | \$ 85.787942 | \$ 14,869.91 | \$ 178,438.92 | \$ 90.129288 | \$ 15,622.41 | \$ 187,468.92 | \$ 94.719981 | \$ 16,418.13 | \$ 197,017.56 | \$ 99.290481 | \$ 17,210.35 | \$ 206,524.20 | \$ 104.204769 | \$ 18,062.16 | \$ 216,745.92 | \$ 106.840558 | \$ 18,519.03 | \$ 222,228.36 | \$ 109.462846 | \$ 18,973.56 | \$ 227,682.72 |
| SR ELEC UTIL ENG/FIBER | 730L | 4 | E2 | 046 | \$ 85.787942 | \$ 14,869.91 | \$ 178,438.92 | \$ 90.129288 | \$ 15,622.41 | \$ 187,468.92 | \$ 94.719981 | \$ 16,418.13 | \$ 197,017.56 | \$ 99.290481 | \$ 17,210.35 | \$ 206,524.20 | \$ 104.204769 | \$ 18,062.16 | \$ 216,745.92 | \$ 106.840558 | \$ 18,519.03 | \$ 222,228.36 | \$ 109.462846 | \$ 18,973.56 | \$ 227,682.72 |
| SR ELEC UTIL ENG/GENERATION | 730E | 4 | E2 | 046 | \$ 85.787942 | \$ 14,869.91 | \$ 178,438.92 | \$ 90.129288 | \$ 15,622.41 | \$ 187,468.92 | \$ 94.719981 | \$ 16,418.13 | \$ 197,017.56 | \$ 99.290481 | \$ 17,210.35 | \$ 206,524.20 | \$ 104.204769 | \$ 18,062.16 | \$ 216,745.92 | \$ 106.840558 | \$ 18,519.03 | \$ 222,228.36 | \$ 109.462846 | \$ 18,973.56 | \$ 227,682.72 |
| SR ELEC UTIL ENG/OPR PLANNING | 730F | 4 | E2 | 046 | \$ 85.787942 | \$ 14,869.91 | \$ 178,438.92 | \$ 90.129288 | \$ 15,622.41 | \$ 187,468.92 | \$ 94.719981 | \$ 16,418.13 | \$ 197,017.56 | \$ 99.290481 | \$ 17,210.35 | \$ 206,524.20 | \$ 104.204769 | \$ 18,062.16 | \$ 216,745.92 | \$ 106.840558 | \$ 18,519.03 | \$ 222,228.36 | \$ 109.462846 | \$ 18,973.56 | \$ 227,682.72 |
| SR ELEC UTIL ENG/PROT RELAY | 730A | 4 | E2 | 046 | \$ 85.787942 | \$ 14,869.91 | \$ 178,438.92 | \$ 90.129288 | \$ 15,622.41 | \$ 187,468.92 | \$ 94.719981 | \$ 16,418.13 | \$ 197,017.56 | \$ 99.290481 | \$ 17,210.35 | \$ 206,524.20 | \$ 104.204769 | \$ 18,062.16 | \$ 216,745.92 | \$ 106.840558 | \$ 18,519.03 | \$ 222,228.36 | \$ 109.462846 | \$ 18,973.56 | \$ 227,682.72 |
| SR ELEC UTIL GENERATION TECH | 733 | 3 | D1 | 038 | \$ 71.214000 | \$ 12,343.76 | \$ 148,125.12 | \$ 74.787058 | \$ 12,963.09 | \$ 155,557.08 | \$ 78.680654 | \$ 13,637.98 | \$ 163,655.76 | \$ 82.694538 | \$ 14,333.72 | \$ 172,004.64 | \$ 86.795135 | \$ 15,044.49 | \$ 180,533.88 | \$ 88.999154 | \$ 15,426.52 | \$ 185,118.24 | \$ 91.176346 | \$ 15,803.90 | \$ 189,646.80 |
| SR ELECTRICAL ESTIMATOR | 726 | 3 | D1 | 031 | \$ 60.174288 | \$ 10,430.21 | \$ 125,162.52 | \$ 63.092827 | \$ 10,936.09 | \$ 131,233.08 | \$ 66.285173 | \$ 11,489.43 | \$ 137,873.16 | \$ 69.584423 | \$ 12,061.30 | \$ 144,735.60 | \$ 73.003846 | \$ 12,654.00 | \$ 151,848.00 | \$ 74.787058 | \$ 12,963.09 | \$ 155,557.08 | \$ 76.750558 | \$ 13,303.43 | \$ 159,641.16 |
| SR ENERGY SYSTEMS ANALYST | 744 | 578 | A | 043 | \$ 59.336538 | \$ 10,285.00 | \$ 123,420.00 | \$ 62.238462 | \$ 10,788.00 | \$ 129,456.00 | \$ 65.290385 | \$ 11,317.00 | \$ 135,804.00 | \$ 68.584615 | \$ 11,888.00 | \$ 142,656.00 | \$ 72.057692 | \$ 12,490.00 | \$ 149,880.00 | \$ 73.811538 | \$ 12,794.00 | \$ 153,528.00 | \$ 75.640385 | \$ 13,111.00 | \$ 157,332.00 |
| SR ENGINEER (CIVIL) | 322 | 4 | E | 041 | \$ 70.923923 | \$ 12,293.48 | \$ 147,521.76 | \$ 74.602212 | \$ 12,931.05 | \$ 155,172.60 | \$ 78.266827 | \$ 13,566.25 | \$ 162,795.00 | \$ 82.117731 | \$ 14,233.74 | \$ 170,804.88 | \$ 86.265346 | \$ 14,952.66 | \$ 179,431.92 | \$ 88.432327 | \$ 15,328.27 | \$ 183,939.24 | \$ 90.564808 | \$ 15,697.90 | \$ 188,374.80 |
| SR ENGINEERING AIDE | 745 | 578 | A | 028 | \$ 41.117308 | \$ 7,127.00 | \$ 85,524.00 | \$ 43.246154 | \$ 7,496.00 | \$ 89,952.00 | \$ 45.242308 | \$ 7,842.00 | \$ 94,104.00 | \$ 47.521154 | \$ 8,237.00 | \$ 98,844.00 | \$ 49.921154 | \$ 8,653.00 | \$ 103,836.00 | \$ 51.178846 | \$ 8,871.00 | \$ 106,452.00 | \$ 52.436538 | \$ 9,089.00 | \$ 109,068.00 |
| SR HUMAN RESOURCES ASSISTANT | 510 | 578 | A | 020 | \$ 33.738462 | \$ 5,848.00 | \$ 70,176.00 | \$ 35.498077 | \$ 6,153.00 | \$ 73,836.00 | \$ 37.292308 | \$ 6,464.00 | \$ 77,568.00 | \$ 39.213462 | \$ 6,797.00 | \$ 81,564.00 | \$ 41.117308 | \$ 7,127.00 | \$ 85,524.00 | \$ 42.178846 | \$ 7,311.00 | \$ 87,732.00 | \$ 43.246154 | \$ 7,496.00 | \$ 89,952.00 |
| SR HUMAN RESOURCES TECHNICIAN | 747 | 578 | A | 024 | \$ 37.292308 | \$ 6,464.00 | \$ 77,568.00 | \$ 39.213462 | \$ 6,797.00 | \$ 81,564.00 | \$ 41.117308 | \$ 7,127.00 | \$ 85,524.00 | \$ 43.246154 | \$ 7,496.00 | \$ 89,952.00 | \$ 45.242308 | \$ 7,842.00 | \$ 94,104.00 | \$ 46.378846 | \$ 8,039.00 | \$ 96,468.00 | \$ 47.521154 | \$ 8,237.00 | \$ 98,844.00 |
| SR INSPECTOR | 750 | 578 | A | 039 | \$ 53.711538 | \$ 9,310.00 | \$ 111,720.00 | \$ 56.423077 | \$ 9,780.00 | \$ 117,360.00 | \$ 59.336538 | \$ 10,285.00 | \$ 123,420.00 | \$ 62.238462 | \$ 10,788.00 | \$ 129,456.00 | \$ 65.290385 | \$ 11,317.00 | \$ 135,804.00 | \$ 66.917308 | \$ 11,599.00 | \$ 139,188.00 | \$ 68.584615 | \$ 11,888.00 | \$ 142,656.00 |
| SR INSTRUMENT & CONTROL TECH | 753 | 3 | D1 | 038 | \$ 71.214000 | \$ 12,343.76 | \$ 148,125.12 | \$ 74.787058 | \$ 12,963.09 | \$ 155,557.08 | \$ 78.680654 | \$ 13,637.98 | \$ 163,655.76 | \$ 82.694538 | \$ 14,333.72 | \$ 172,004.64 | \$ 86.795135 | \$ 15,044.49 | \$ 180,533.88 | \$ 88.999154 | \$ 15,426.52 | \$ 185,118.24 | \$ 91.176346 | \$ 15,803.90 | \$ 189,646.80 |
| SR KEY CUSTOMER REPRESENTATIVE | 752 | 578 | A | 039 | \$ 53.711538 | \$ 9,310.00 | \$ 111,720.00 | \$ 56.423077 | \$ 9,780.00 | \$ 117,360.00 | \$ 59.336538 | \$ 10,285.00 | \$ 123,420.00 | \$ 62.238462 | \$ 10,788.00 | \$ 129,456.00 | \$ 65.290385 | \$ 11,317.00 | \$ 135,804.00 | \$ 66.917308 | \$ 11,599.00 | \$ 139,188.00 | \$ 68.584615 | \$ 11,888.00 | \$ 142,656.00 |
| SR LIBRARY ASST | 754 | 578 | A | 025 | \$ 38.261538 | \$ 6,632.00 | \$ 79,584.00 | \$ 40.142308 | | | | | | | | | | | | | | | | | |

| | | | | | Step 1 | | | Step 2 | | | Step 3 | | | Step 4 | | | Step 5 | | | Step 6 | | | Step 7 | | |
|-------------------------------|----------|------------|----------|-------|--------------|-------------|---------------|--------------|-------------|---------------|--------------|-------------|---------------|--------------|-------------|---------------|--------------|--------------|---------------|--------------|--------------|---------------|--------------|--------------|---------------|
| Job Title | Job Code | Union Code | Sal Plan | Grade | Hourly | Monthly | Annual | Hourly | Monthly | Annual | Hourly | Monthly | Annual | Hourly | Monthly | Annual | Hourly | Monthly | Annual | Hourly | Monthly | Annual | Hourly | Monthly | Annual |
| UTILITY WORKER | 895 | 6 | G | 019 | \$ 33.210000 | \$ 5,756.40 | \$ 69,076.80 | \$ 34.842115 | \$ 6,039.30 | \$ 72,471.60 | \$ 36.616154 | \$ 6,346.80 | \$ 76,161.60 | \$ 38.579423 | \$ 6,687.10 | \$ 80,245.20 | \$ 40.524981 | \$ 7,024.33 | \$ 84,291.96 | \$ 41.477019 | \$ 7,189.35 | \$ 86,272.20 | \$ 42.511904 | \$ 7,368.73 | \$ 88,424.76 |
| WATER & SEWER SYSTEM OPERATOR | 902 | 578 | A | 035 | \$ 48.721154 | \$ 8,445.00 | \$ 101,340.00 | \$ 51.178846 | \$ 8,871.00 | \$ 106,452.00 | \$ 53.711538 | \$ 9,310.00 | \$ 111,720.00 | \$ 56.423077 | \$ 9,780.00 | \$ 117,360.00 | \$ 59.336538 | \$ 10,285.00 | \$ 123,420.00 | \$ 60.796154 | \$ 10,538.00 | \$ 126,456.00 | \$ 62.238462 | \$ 10,788.00 | \$ 129,456.00 |
| WATER RESOURCES SPECIALIST | 907 | 578 | A | 034 | \$ 47.521154 | \$ 8,237.00 | \$ 98,844.00 | \$ 49.921154 | \$ 8,853.00 | \$ 103,836.00 | \$ 52.436538 | \$ 9,089.00 | \$ 109,068.00 | \$ 54.998077 | \$ 9,533.00 | \$ 114,396.00 | \$ 57.865385 | \$ 10,030.00 | \$ 120,360.00 | \$ 59.336538 | \$ 10,285.00 | \$ 123,420.00 | \$ 60.796154 | \$ 10,538.00 | \$ 126,456.00 |
| WATER SERVICE TECHNICIAN I | 904 | 6 | G | 025 | \$ 38.579423 | \$ 6,687.10 | \$ 80,245.20 | \$ 40.524981 | \$ 7,024.33 | \$ 84,291.96 | \$ 42.511904 | \$ 7,368.73 | \$ 88,424.76 | \$ 44.640750 | \$ 7,737.73 | \$ 92,852.76 | \$ 46.769596 | \$ 8,106.73 | \$ 97,280.76 | \$ 47.863558 | \$ 8,296.35 | \$ 99,556.20 | \$ 49.087673 | \$ 8,508.53 | \$ 102,102.36 |
| WATER SERVICE TECHNICIAN II | 903 | 6 | G | 027 | \$ 40.524981 | \$ 7,024.33 | \$ 84,291.96 | \$ 42.511904 | \$ 7,368.73 | \$ 88,424.76 | \$ 44.640750 | \$ 7,737.73 | \$ 92,852.76 | \$ 46.769596 | \$ 8,106.73 | \$ 97,280.76 | \$ 49.087673 | \$ 8,508.53 | \$ 102,102.36 | \$ 50.317673 | \$ 8,721.73 | \$ 104,660.76 | \$ 51.535846 | \$ 8,932.88 | \$ 107,194.56 |
| WATER/SEWER MAINT WORKER I | 914 | 6 | G | 019 | \$ 33.210000 | \$ 5,756.40 | \$ 69,076.80 | \$ 34.842115 | \$ 6,039.30 | \$ 72,471.60 | \$ 36.616154 | \$ 6,346.80 | \$ 76,161.60 | \$ 38.579423 | \$ 6,687.10 | \$ 80,245.20 | \$ 40.524981 | \$ 7,024.33 | \$ 84,291.96 | \$ 41.477019 | \$ 7,189.35 | \$ 86,272.20 | \$ 42.511904 | \$ 7,368.73 | \$ 88,424.76 |
| WATER/SEWER MAINT WORKER II | 917 | 6 | G | 023 | \$ 36.616154 | \$ 6,346.80 | \$ 76,161.60 | \$ 38.579423 | \$ 6,687.10 | \$ 80,245.20 | \$ 40.524981 | \$ 7,024.33 | \$ 84,291.96 | \$ 42.511904 | \$ 7,368.73 | \$ 88,424.76 | \$ 44.640750 | \$ 7,737.73 | \$ 92,852.76 | \$ 45.646038 | \$ 7,911.98 | \$ 94,943.76 | \$ 46.769596 | \$ 8,106.73 | \$ 97,280.76 |



As-Needed Salary Plan

| Job Code | Description | Minimum Hourly Rate | Maximum Hourly Rate |
|----------|--------------------------------|---------------------|---------------------|
| 349 | TEMPORARY EMPLOYEE | \$ 16.40 | \$ 200.00 |
| 362 | CROSSING GUARD | \$ 16.40 | \$ 17.21 |
| 100 | EMERGENCY MEDICAL TECHNICIAN | \$ 16.40 | \$ 20.19 |
| 501 | INSTRUCTOR/LIFEGUARD | \$ 16.40 | \$ 16.67 |
| 502 | LABORER | \$ 16.40 | \$ - |
| 524 | LAW CLERK I | \$ 16.59 | \$ 20.16 |
| 523 | LAW CLERK II | \$ 19.61 | \$ 23.84 |
| 530L | LIBRARIAN I | \$ 39.21 | \$ 47.52 |
| 535L | LIBRARIAN II | \$ 43.25 | \$ 52.44 |
| 526L | LIBRARY ASSISTANT I | \$ 30.54 | \$ 37.29 |
| 528L | LIBRARY ASSISTANT II | \$ 33.74 | \$ 41.12 |
| 542 | LIBRARY PAGE | \$ 16.40 | \$ - |
| 537 | LIBRARY TECHNOLOGY AIDE | \$ 16.40 | \$ - |
| 543 | LIFEGUARD | \$ 16.40 | \$ - |
| 608 | NUTRITION MEAL SERVER | \$ 16.40 | \$ 18.09 |
| 609 | NUTRITION SITE MANAGER | \$ 19.53 | \$ 23.74 |
| 865 | OFFICE CLERK I | \$ 29.18 | \$ 35.50 |
| 870 | OFFICE CLERK II | \$ 32.15 | \$ 39.21 |
| 618 | PER DIEM DISPATCHER | \$ 60.00 | \$ - |
| 619 | PER DIEM POLICE OFFICER | \$ 75.00 | \$ - |
| 666 | POOL MANAGER | \$ 16.40 | \$ 19.34 |
| 606 | RECORDS ASSISTANT | \$ 16.40 | \$ 18.41 |
| 699 | RECREATION INSTRUCTOR | \$ 16.40 | \$ 18.58 |
| 681 | RECREATION LEADER I | \$ 16.40 | \$ - |
| 682 | RECREATION LEADER II | \$ 16.40 | \$ 16.81 |
| 683 | RECREATION LEADER III | \$ 16.40 | \$ 17.25 |
| 698 | RECREATION OFFICE ASSISTANT | \$ 16.40 | \$ 18.58 |
| 684 | RECREATION PROGRAM COORDINATOR | \$ 19.86 | \$ 24.14 |
| 686 | RECREATION SPECIALIST | \$ 16.40 | \$ 18.58 |
| 756 | SR LIBRARY PAGE | \$ 17.22 | \$ 20.96 |
| 497 | STUDEN INTERN I | \$ 16.40 | \$ 18.72 |
| 498 | STUDEN INTERN II | \$ 20.15 | \$ 24.50 |
| 504 | STUDEN INTERN III | \$ 23.17 | \$ 28.18 |
| 848 | TRAFFIC CONTROL SPECIAL EVENTS | \$ 25.00 | \$ - |

ORDINANCE NO. 1969

**AN ORDINANCE OF THE CITY OF SANTA CLARA,
CALIFORNIA, AMENDING CHAPTER 3.20 ("MINIMUM WAGE
ORDINANCE") OF TITLE 3 ("REVENUE AND FINANCE") OF
"THE CODE OF THE CITY OF SANTA CLARA, CALIFORNIA"**

BE IT ORDAINED BY THE CITY OF SANTA CLARA AS FOLLOWS:

WHEREAS, families and workers need to earn a living wage, and public policies which help achieve that goal are beneficial;

WHEREAS, payment of a minimum wage advances the interests of the City as a whole, by creating jobs that keep workers and their families out of poverty;

WHEREAS, a minimum wage will enable a worker to meet basic needs and avoid economic hardship;

WHEREAS, this ordinance is intended to improve the quality of services provided in the City to the public by reducing high turnover, absenteeism, and instability in the workplace;

WHEREAS, prompt and efficient enforcement of this Chapter will provide workers with economic security and the assurance that their rights will be respected;

WHEREAS, key findings of a regional minimum wage study survey performed by the Institute for Research on Labor and Employment at UC Berkeley and BW Research Partnership showed that increasing the minimum wage to \$15.00 an hour by 2019 in Santa Clara County would:

- Increase earnings for 250,000 workers;
- Raise average annual earnings of affected workers by 19.4 percent;
- Slightly increase average retail prices in Santa Clara County by 0.2 percent over three years;
- Have a net effect on employment that is slightly negative at the county level (1,450 jobs) and close to zero at a 10 county regional level; and,

WHEREAS, the Cities Association of Santa Clara County recommends a regional minimum wage increase to \$15.00 by 2019 as an effort to prevent an uneven playing field that can be damaging to local economies, provide equity to the shared countywide economy, and implement regional consistency across the county.

NOW THEREFORE, BE IT FURTHER ORDAINED BY THE CITY OF SANTA CLARA AS FOLLOWS:

SECTION 1: That Chapter 3.20 ("Minimum Wage Ordinance") of Title 3 ("Revenue and Finance") of "The Code of the City of Santa Clara, California" ("SCCC") is hereby amended to read as follows:

"Chapter 3.20

MINIMUM WAGE ORDINANCE

Sections:

| | |
|----------|--|
| 3.20.010 | Title. |
| 3.20.020 | Authority. |
| 3.20.030 | Definitions. |
| 3.20.040 | Minimum wage. |
| 3.20.050 | Waiver through collective bargaining. |
| 3.20.060 | Notice, posting and payroll records. |
| 3.20.070 | Retaliation prohibited. |
| 3.20.080 | Implementation. |
| 3.20.090 | Enforcement. |
| 3.20.100 | Relationship to other requirements. |
| 3.20.110 | Application of minimum wage to welfare-to-work programs. |
| 3.20.120 | Fees. |

3.20.010 Title.

This chapter shall be known as the minimum wage chapter of the City of Santa Clara.

3.20.020 Authority.

This Chapter is adopted pursuant to the powers vested in the City of Santa Clara under the laws and Constitution of the State of California, but not limited to, the police powers vested in the City pursuant to Article XI, Section 7 of the California Constitution and Section 1205(b) of the California Labor Law.

3.20.030 Definitions.

The following terms shall have the following meanings:

(a) "City" shall mean City of Santa Clara or any agency designated by the City to administer the terms of this Chapter.

(b) "Employee" shall mean any person who:

(1) In a calendar week performs at least two (2) hours of work for an Employer as defined below.

(2) Qualifies as an employee entitled to payment of a minimum wage from any employer under the California minimum wage law, as provided under Section 1197 of the California Labor Code and wage orders published by the California Industrial Welfare Commission, or is a participant in a Welfare-to-Work Program.

(c) "Employer" shall mean any person, including corporate officers or executives, as defined in Section 18 of the California Labor Code, who directly or indirectly through any other person, including through the services of a temporary employment agency, staffing agency or similar entity, employs or exercises control over the wages, hours or working conditions of any Employee and who is either subject to Chapter 3.40 SCCC or maintains a facility in the City.

(d) "Governmental Agencies" shall include federal agencies, state agencies, school districts and auxiliary organizations as defined under Education Code sections 72670(c) and 89901. Governmental Agency does not include the City of Santa Clara.

(e) "Minimum Wage" shall have the meaning set forth in SCCC 3.20.040.

(f) "Welfare-to-Work Program" shall mean the CalWORKS Program, County Adult Assistance Program (CAAP) which includes the Personal Assisted Employment Services (PAES) Program, and General Assistance Program, and any successor programs that are substantially similar to them.

3.20.040 Minimum wage.

(a) Employers shall pay Employees no less than the Minimum Wage set forth in this Section for each hour worked within the geographic boundaries of the City of Santa Clara. Governmental Agencies are exempt from the minimum wage requirements under the principle of governmental immunity when the work performed is related to the agency's governmental function.

(b) Effective January 1, 2017, the Minimum Wage shall be an hourly rate of \$11.10. Effective January 1, 2018, the Minimum Wage shall be an hourly rate of thirteen dollars (\$13.00). On January 1, 2019, the Minimum Wage shall be an hourly rate of fifteen dollars (\$15.00), except when these scheduled increases are temporarily suspended under subsection (f). To prevent inflation from eroding its value, beginning on January 1, 2020, and each January 1st thereafter, the Minimum Wage shall increase by an amount corresponding to the increase, if any, in the cost of living. The prior year's increase in the cost of living shall be measured by the percentage increase, if any, as of August of the preceding year of the Bay Area Consumer Price Index (Urban Wage Earners and Clerical Workers, San Francisco-Oakland-San Jose, CA for All Items) or its successor index as published by the U.S. Department of Labor or its successor agency, with the amount of the Minimum Wage increase rounded to the nearest multiple of five (\$.05) cents. If there is no net increase in the cost of living, the minimum wage shall remain unchanged for that year. Cost of living increases to the Minimum Wage shall not exceed five (5) percent. The adjusted Minimum Wage shall be announced by October 1 of each year, and shall become effective as the new minimum wage on January 1 of the following year.

(c) Commissions or guaranteed gratuities, not including discretionary tips, may be counted toward payment of the Minimum Wage when the commissions or guaranteed gratuities are earned and paid together with other compensation paid to an employee and are equal to or greater than the current Minimum Wage. For each pay period, Employers shall pay the Employee an amount that equals or exceeds the current hourly Minimum Wage.

(d) The Employer may offset a portion of the Minimum Wage for housing and meal costs only if the offsets are the same as those available under the California minimum wage law. The offsets shall only be recognized if there is a prior voluntary agreement between the Employer and the Employee.

(e) A violation for unlawfully failing to pay the Minimum Wage shall be deemed to continue from the date immediately following the date that the wages were due and payable as provided in Part 1 (commencing with Section 200) of Division 2 of the California Labor Code, to the date immediately preceding the date the wages are paid in full.

(f) On or before September 1, 2017, and on or before every September 1 thereafter until the Minimum Wage is fifteen dollars (\$15.00) per hour, to ensure that economic conditions can support a minimum wage increase, the City Manager or his/her designee shall annually make a determination and certify to the City Council whether each condition below is met:

(A) Total nonfarm employment for California, seasonally adjusted, decreased over the three-month period from April to June, inclusive, prior to the September 1 determination. This calculation shall compare seasonally adjusted total nonfarm employment in June to seasonally adjusted total nonfarm employment in March, as reported by the Employment Development Department.

(B) Total nonfarm employment for California, seasonally adjusted, decreased over the six-month period from January to June, inclusive, prior to the September 1 determination. This calculation shall compare seasonally adjusted total nonfarm employment in June to seasonally adjusted total nonfarm employment in December, as reported by the Employment Development Department.

(C) California state retail sales and use tax cash receipts from a 3.9375-percent tax rate for the July 1 to June 30, inclusive, period ending one month prior to the September 1 determination is less than retail sales and use tax cash receipts from a 3.9375-percent tax rate for the July 1 to June 30, inclusive, period ending 14 months prior to the

September 1 determination. The calculation for the condition specified in this subparagraph shall be made by the City Manager or designee using data posted online by the State Board of Equalization, following the procedure specified in paragraph (1) of subdivision (c) of Section 1182.12 of the California Labor Code as follows:

(i) The State Board of Equalization shall publish by the 10th of each month on its Internet Web site the total retail sales (sales before adjustments) for the prior month derived from their daily retail sales and use tax reports.

(ii) The State Board of Equalization shall publish by the 10th of each month on its Internet Web site the monthly factor required to convert the prior month's retail sales and use tax total from all tax rates to a retail sales and use tax total from a 3.9375-percent tax rate.

(iii) The Department of Finance shall multiply the monthly total from clause (i) by the monthly factor from clause (ii) for each month.

(iv) The Department of Finance shall sum the monthly totals calculated in clause (iii) to calculate the 12-month July 1 to June 30, inclusive, totals needed for the comparison in this subparagraph.

(g) If, for any year, the condition in either subsection (A) or (B) of SCCC 3.20.040(f) is met, and if the condition in subsection (C) of SCCC 3.20.040(f) is met, the City Council may, on or before October 1 of that year, make a determination to temporarily suspend the minimum wage increase scheduled for the following year.

(h) If the City Council makes a determination to temporarily suspend the scheduled minimum wage increases for the following year, all dates specified in SCCC 3.20.040(b) that are subsequent to the October 1 determination date shall be postponed by an additional year.

3.20.050 Waiver through collective bargaining.

To the extent required by federal law, all or any portion of the applicable requirements of this Chapter may be waived in a bona fide collective bargaining agreement, provided that such waiver is explicitly set forth in such agreement in clear and unambiguous terms.

3.20.060 Notice, posting and payroll records.

(a) By January 1 of each year, the City shall publish and make available to Employers a bulletin announcing the adjusted Minimum Wage rate for the upcoming year, which shall take effect on January 1. In conjunction with this bulletin, the City shall by January 1, or as soon as practicable thereafter of each year publish and make available to Employers, in the top three languages spoken in the City based on the latest available census information for the City, a notice suitable for posting by Employers in the workplace informing Employees of the current Minimum Wage rate and of their rights under this Chapter.

(b) Every Employer shall post in a conspicuous place at any workplace or job site where any Employee works the notice published each year by the Office informing Employees of the current Minimum Wage rate and of their rights under this Chapter. Every Employer shall post such notices in the top three languages spoken in the City based on the latest available census information for the City at the workplace or job site. Every Employer shall also provide each Employee at the time of hire with the Employer's name, address, and telephone number in writing.

(c) Employers shall retain payroll records pertaining to Employees for a period of four years, and shall allow the City access to such records, with appropriate notice and at a mutually agreeable time, to monitor compliance with the requirements of this Chapter. Where an Employer does not maintain or retain adequate records documenting wages paid or does not allow the City reasonable access to such records, the Employee's account of how much he or she was paid shall be presumed to be accurate, absent clear and convincing evidence otherwise.

3.20.070 Retaliation prohibited.

(a) It shall be unlawful for an Employer or any other party to discriminate in any manner or take adverse action against any person in retaliation for exercising rights protected under this Chapter. Rights protected under this Chapter include, but are not limited to: the right to file a complaint or inform any person about any party's alleged noncompliance with this Chapter; and the right to inform any person of his or her potential rights under this Chapter and to assist him or her in asserting such rights. Protections of this Chapter shall apply to any person who mistakenly, but in good faith, alleges noncompliance with this Chapter.

(b) Taking adverse action against a person within ninety (90) days of the person's exercise of rights protected under this Chapter shall raise a rebuttable presumption of having done so in retaliation for the exercise of such rights.

3.20.080 Implementation.

(a) Guidelines. The City shall be authorized to coordinate implementation and enforcement of this Chapter and may promulgate appropriate guidelines or rules for such purposes. Any guidelines or rules promulgated by the City shall have the force and effect of law and may be relied on by Employers, Employees and other parties to determine their rights and responsibilities under this Chapter. Any guidelines or rules may establish procedures for ensuring fair, efficient and cost-effective implementation of this Chapter, including supplementary procedures for helping to inform Employees of their rights under this Chapter, for monitoring Employer compliance with this Chapter, and for providing administrative hearings to determine whether an Employer or other person has violated the requirements of this Chapter.

(b) Reporting Violations. An Employee or any other person may report to the City in writing any suspected violation of this Chapter. The City shall encourage reporting pursuant to this subsection by keeping confidential, to the maximum extent permitted by applicable laws, the name and other identifying information of the Employee or person reporting the violation. Provided, however, that with the authorization of such person, the City may disclose his or her

name and identifying information as necessary to enforce this Chapter or other employee protection laws. In order to further encourage reporting by Employees, if the City notifies an Employer that the City is investigating a complaint, the City shall require the Employer to post or otherwise notify its Employees that the City is conducting an investigation, using a form provided by the City.

(c) Investigation. The City shall be responsible for investigating any possible violations of this Chapter by an Employer or other person. The City shall have the authority to inspect workplaces, interview persons and request the City Attorney to subpoena books, papers, records, or other items relevant to the enforcement of this Chapter.

(d) Informal Resolution. The City shall make every effort to resolve complaints informally, in a timely manner, and shall have a policy that the City shall take no more than one year to resolve any matter, before initiating an enforcement action. The failure of the City to meet these timelines within one year shall not be grounds for closure or dismissal of the complaint.

3.20.090 Enforcement.

(a) Where prompt compliance is not forthcoming, the City shall take any appropriate enforcement action to secure compliance. All remedies in the SCCC are considered cumulative and the use of one or more remedies by the City shall not bar the use of any other remedy for the purpose of enforcing these provisions.

(1) The City may issue an administrative citation pursuant to Chapter 1.10 of the SCCC with a fine of not more than fifty dollars (\$50.00) for each day or portion thereof and for each Employee or person as to whom the violation occurred or continued. The Council may modify the fine amount by Resolution.

(2) Alternatively, the City may initiate a proceeding under Chapter 1.05 of the SCCC by issuing a compliance order.

(3) The City may initiate a civil action for injunctive relief and damages and civil penalties in a court of competent jurisdiction.

(b) Any person aggrieved by a violation of this Chapter, any entity a member of which is aggrieved by a violation of this Chapter, or any other person or entity acting on behalf of the public as provided for under applicable state law, may bring a civil action in a court of competent jurisdiction against the Employer or other person violating this Chapter and, upon prevailing, shall be awarded reasonable attorneys' fees and costs and shall be entitled to such legal or equitable relief as may be appropriate to remedy the violation, including, without limitation, the payment of any back wages unlawfully withheld, the payment of an additional sum as a civil penalty in the amount of fifty dollars (\$50.00) to each Employee or person whose rights under this Chapter were violated for each day that the violation occurred or continued, reinstatement in employment and/or injunctive relief. Provided, however, that any person or entity enforcing this Chapter on behalf of the public as provided for under applicable state law shall, upon prevailing, be entitled only to equitable, injunctive or restitutionary relief to employees, and reasonable attorneys' fees and costs.

(c) This Section shall not be construed to limit an Employee's right to bring legal action for a violation of any other laws concerning wages, hours, or other standards or rights nor shall exhaustion of remedies under this Chapter be a prerequisite to the assertion of any right.

(d) Except where prohibited by state or federal law, City agencies or departments may revoke or suspend any registration certificates, permits or licenses held or requested by the Employer until such time as the violation is remedied.

(e) Relief. The remedies for violation of this Chapter include but are not limited to:

(1) Reinstatement, the payment of back wages unlawfully withheld, and the payment of an additional sum as a civil penalty in the amount of fifty dollars (\$50.00) to each Employee or person whose rights under this Chapter were violated for each day or portion

thereof that the violation occurred or continued, and fines imposed pursuant to other provisions of this Code or state law.

(2) Interest on all due and unpaid wages at the rate of interest specified in subdivision (b) of Section 3289 of the California Civil Code, which shall accrue from the date that the wages were due and payable as provided in Part 1 (commencing with Section 200) of Division 2 of the California Labor Code, to the date the wages are paid in full.

(3) Reimbursement of the City's administrative costs of enforcement and reasonable attorney's fees.

3.20.100 Relationship to other requirements.

This Chapter provides for payment of a local Minimum Wage and shall not be construed to preempt or otherwise limit or affect the applicability of any other law, regulation, requirement, policy or standard that provides for payment of higher or supplemental wages or benefits, or that extends other protections.

3.20.110 Application of minimum wage to welfare-to-work programs.

The Minimum Wage established pursuant to SCCC 3.20.040(b) shall apply to the Welfare-to-Work programs under which persons must perform work in exchange for receipt of benefits. Participants in Welfare-to-Work Programs shall not, during a given benefits period, be required to work more than a number of hours equal to the value of all cash benefits received during that period, divided by the Minimum Wage.

3.20.120 Fees.

Nothing herein shall preclude the City Council from imposing a cost recovery fee on all Employers to pay the cost of administering this Chapter."

SECTION 2: CEQA – Exemption. The City Council finds, pursuant to Title 14 of the California Code of Regulations, Section 15031(b)(3), that this ordinance is exempt from the requirements of the California Environmental Quality Act (CEQA) in that it is not a project which has the potential for causing a significant effect on the environment.

SECTION 3: Savings clause. The changes provided for in this ordinance shall not affect any offense or act committed or done or any penalty or forfeiture incurred or any right established or accruing before the effective date of this ordinance; nor shall it affect any prosecution, suit or proceeding pending or any judgment rendered prior to the effective date of this ordinance. All fee schedules shall remain in force until superseded by the fee schedules adopted by the City Council.

SECTION 4: Constitutionality, severability. If any section, subsection, sentence, clause, phrase, or word of this ordinance is for any reason held by a court of competent jurisdiction to be unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portions of the ordinance. The City Council hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause, phrase, and word thereof, irrespective of the fact that any one or more section(s), subsection(s), sentence(s), clause(s), phrase(s), or word(s) be declared invalid.

\\

\\

\\

\\

\\

\\

\\

\\

\\

\\

\\

\\


\\

SECTION 5: Effective date. This ordinance shall take effect thirty (30) days after its final adoption; however, prior to its final adoption it shall be published in accordance with the requirements of Section 808 and 812 of "The Charter of the City of Santa Clara, California."

PASSED FOR THE PURPOSE OF PUBLICATION this 18th day of July 2017, by the following vote:

| | | |
|------------|-------------|--|
| AYES: | COUNCILORS: | Caserta, Davis, Kolstad, Mahan, O'Neill, and Watanabe and Mayor Gillmor |
| NOES: | COUNCILORS: | None |
| ABSENT: | COUNCILORS: | None |
| ABSTAINED: | COUNCILORS: | None |

ATTEST:




ROD DIRIDON, JR.
CITY CLERK
CITY OF SANTA CLARA

FINALLY PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF SANTA CLARA this 22nd day of August 2017, by the following vote:

| | | |
|------------|-------------|--|
| AYES: | COUNCILORS: | Caserta, Davis, Kolstad, Mahan, O'Neill, and Watanabe and Mayor Gillmor |
| NOES: | COUNCILORS: | None |
| ABSENT: | COUNCILORS: | None |
| ABSTAINED: | COUNCILORS: | None |

ATTEST:



ROD DIRIDON, JR.
CITY CLERK
CITY OF SANTA CLARA

Attachments incorporated by reference: None
I:\ORDINANCES\17.0468 Minimum Wage Ordinance 08-17-17.doc

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA
TO ADOPT THE AMENDED AS-NEEDED SALARY PLAN FOR
VARIOUS POSITIONS WITH AN APPROVAL DATE OF
DECEMBER 7, 2021 AND EFFECTIVE DATE OF DECEMBER 26,
2021**

BE IT RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

WHEREAS, the City of Santa Clara contracts with CalPERS to provide retirement benefits;

WHEREAS, to comply with the California Code Regulations section 570.5, the City of Santa Clara shall among other things, have pay scheduled approved and adopted by the City Council; and indicate an effective date and date of any revisions; and,

WHEREAS, as required by the California Code Regulations section 570.5 and as mandated by CalPERS, the City Council deems it to be in the best interests of the City to adopt the Amended As-Needed Salary Plan for City of Santa Clara classifications when there are salary modifications to existing classifications, and when new classifications are created and salary ranges need to be established, with an approval date of December 7, 2021.

NOW THEREFORE, BE IT FURTHER RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

1. That the City hereby adopts the Amended As-Needed Salary Plan for various City of Santa Clara classified positions.

//

//

//

//

//

//

//

//

2. Effective date. In accordance with the California Code Regulations section 570.5 and to comply with CalPERS, the salary schedule for various classified positions shall be effective December 26, 2021 and adopted with an approval date of December 7, 2021.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE ____ DAY OF ____, 2021, BY THE FOLLOWING VOTE:

| | |
|------------|-------------|
| AYES: | COUNCILORS: |
| NOES: | COUNCILORS: |
| ABSENT: | COUNCILORS: |
| ABSTAINED: | COUNCILORS: |

ATTEST: _____
NORA PIMENTEL, MMC
ASSISTANT CITY CLERK
CITY OF SANTA CLARA

Attachments incorporated by reference:

1. As-Needed Salary Plan (effective 12-26-2021) approved 12-07-2021

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA
TO ADOPT THE AMENDED CLASSIFIED SALARY PLAN FOR
VARIOUS POSITIONS WITH AN APPROVAL DATE OF
DECEMBER 7, 2021 AND EFFECTIVE DATE OF DECEMBER 12,
2021**

BE IT RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

WHEREAS, the City of Santa Clara contracts with CalPERS to provide retirement benefits;

WHEREAS, to comply with the California Code Regulations section 570.5, the City of Santa Clara shall among other things, have pay scheduled approved and adopted by the City Council; and indicate an effective date and date of any revisions; and,

WHEREAS, as required by the California Code Regulations section 570.5 and as mandated by CalPERS, the City Council deems it to be in the best interests of the City to adopt the Amended Classified Salary Plan for City of Santa Clara classifications when there are salary modifications to existing classifications, and when new classifications are created and salary ranges need to be established, with an approval date of December 7, 2021.

**NOW THEREFORE, BE IT FURTHER RESOLVED BY THE CITY OF SANTA CLARA AS
FOLLOWS:**

1. That the City hereby adopts the Amended Classified Salary Plan for various City of Santa Clara classified positions.

//

//

//

//

//

//

//

//

2. Effective date. In accordance with the California Code Regulations section 570.5 and to comply with CalPERS, the salary schedule for various classified positions shall be effective December 12, 2021 and adopted with an approval date of December 7, 2021.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE ____ DAY OF ____, 2021, BY THE FOLLOWING VOTE:

| | |
|------------|-------------|
| AYES: | COUNCILORS: |
| NOES: | COUNCILORS: |
| ABSENT: | COUNCILORS: |
| ABSTAINED: | COUNCILORS: |

ATTEST: _____
NORA PIMENTEL, MMC
ASSISTANT CITY CLERK
CITY OF SANTA CLARA

Attachments incorporated by reference:

1. Classified Salary Plan (effective 12-12-2021) approved 12-07-2021



Agenda Report

21-1581

Agenda Date: 12/7/2021

REPORT TO COUNCIL

SUBJECT

Action on 2021 Q3 Legislative Update

COUNCIL PILLAR

Enhance Community Engagement and Transparency

BACKGROUND

On October 9, 2018, the City Council adopted Resolution No. 18-8611 to approve a Legislative Advocacy Position (LAP) Policy (Attachment 1). The LAP Policy establishes clear guidelines for advancing City goals and positions through legislative review and advocacy at the regional, state, and federal levels of government. The policy also provides guidance for City officials who serve on regional, state, and national boards, committees, and commissions when they are asked to review public policy matters and issues.

On February 9, 2021, the City Council adopted twelve (12) LAPs for 2021 on the following key issues:

- COVID-19 Legislation
- Energy Legislation, Regulations and Issues
- Engagement with Federal Aviation Administration Regarding Airplane Noise
- Housing
- Human Resources and Public Sector Employment
- Local Authority over Wireless Telecommunications Facilities and Cable Services
- Public Safety
- Regional and State-wide Water Supply and Conservation
- Regional Issues and Collaboration
- Regional Transportation Issues
- School Mitigation Fees
- Sustainability and Environmental Legislation, Regulations and Issues

On May 25, 2021, the Council approved amended versions of the Energy Legislation, Regulations and Issues and Public Safety LAPs. The most current versions of the adopted LAPs can be found under the 2021 Legislative Advocacy Positions document (Attachment 2).

In addition to requiring the City Council to adopt or update LAPs annually to identify specific legislative priorities, the LAP Policy also requires staff to provide quarterly legislative updates on public policy items of interest to the Council and provide Council copies of letters or summary of actions on legislative items.

The City has an existing agreement with Townsend Public Affairs for state and federal legislative advocacy services, which includes tracking and monitoring legislation and advocating the City's position on various legislation at the State and federal levels of government. This update provides information on such legislation.

DISCUSSION

Since the adoption of the 2021 LAPs, staff and Townsend Public Affairs have been tracking and monitoring various legislative items. The 2021 Q3 Legislation document (Attachment 3) summarizes tracked bills that have been passed by the State Legislature. The bills are grouped by their aligned LAP, guiding principle for legislative advocacy or approved City policy (e.g., City Council Goals and Priorities), and a summary has been provided for each bill.

The LAP Policy states, "Letters and other communications expressing the City's position on legislation will customarily bear the signature of the Mayor in accordance with City Charter Section 704.2 - 704.3. If the legislation's principal impact affects the City's operation, the communication may be signed by the City Manager." The City has taken action on some of the issues that are outlined below (e.g. submitted a letter of thanks, support or opposition). Those actions are documented in the 2021 Q3 Legislative Action attachment (Attachment 4). For the letter addressed to Governor Newsom that is referenced in the attachment, Mayor Gillmor was requested by Elected Officials to Protect America (EOPA) to sign a letter in support of ending the issuance of permits for new fossil fuel projects, designing a managed decline of all fossil fuel production starting with a 2,500 foot buffer around specific areas, and committing the state to 100% clean, renewable energy in all sectors. At the time of this report, Mayor Gillmor's name is not reflected among the signatories, but Councilmember Jain's is.

State Legislative Update

September 10th marked the conclusion of the first year of the 2021-22 legislative session. This year, there were 836 bills that reached the Governor's Desk out of 2,421 bills introduced (Senate-828; Assembly-1,593). In finalizing his actions on legislation on October 9th, the Governor signed 770 bills and vetoed 66 bills, for a 7.9% veto rate. This means that 34.5 percent of the bills introduced made it to the Governor's Desk; 32 percent of the bills introduced got signed into law; and 2.7 percent of the bills introduced got vetoed.

To put this into context, the 2021 session saw nearly twice as many bills passed by the Legislature than in 2020, which featured a total of only 428 bills passed by the Legislature due to the onset of the COVID-19 pandemic - the lowest approved by the Legislature in over 50 years. Despite the 2021 session's higher passed bill count, the 836-bill total is lower than in previous years. This can largely be attributed to the 12-measure per legislator cap imposed by Assembly and Senate leadership to ensure focus was directed to critical COVID mitigation and recovery legislation.

Much of the legislation signed by the Governor was packaged with other similar measures to address economic recovery, the housing crisis, and extreme weather events, including drought and wildfires. For instance, the Newsom Administration has been focused on the implementation of the California Comeback Plan through significant budget allocations to both accelerate the State's recovery from the pandemic and tackling persistent challenges. Part of the \$100 billion plan has included over \$20 billion in housing and homelessness investments, with the goal of producing 84,000 homes. Other investments include a climate resiliency package and stimulus payments to the State's vulnerable

residents.

Given the massive impacts the coronavirus pandemic had upon the legislative proceedings during the 2020 Session, legislators were focused this year on streamlining the passage of COVID recovery legislation, as well as legislation that was paused last year due to the immediate need for emergency measures, such as land use and public safety reform.

Ultimately, the 2021 Legislative Session will be remembered for its passage of one of the most significant housing and land use reform and policing reform packages, as well as a long, drawn-out Budget process, which featured a record amount of funding reserves and federal relief funds.

Major Policy Considerations

Below are brief summaries of legislative action in a few key areas, as well as additional information regarding legislation that was approved by the Governor, which may be of interest to the City.

COVID-19

Statewide Assistance Programs - The 2021 Legislative Session's focus was largely centered on Coronavirus pandemic recovery and support efforts for vulnerable Californians through the Budget, which included significant pass-through funding from the federal government to help combat the public health and economic impacts of the pandemic. Part of these efforts were codified in the Governor's California Comeback Plan, which included over \$100 billion in investments into programs such as the "Golden State Stimulus Plan," which provided a series of direct payments to taxpayers making up to \$75,000, and the California Rent Relief program, which allowed for renters and landlords to apply for rent and utility payment relief. These supportive efforts came in addition to Governor Newsom extending the state's eviction moratorium, which expired at the end of September.

Remote Meetings Legislation - In addition to the State's budgetary programs providing such things as rental relief to low-income Californians, this year the Legislature focused on the longevity of tech-inclusive requirements to allow for remote meetings. This included Assembly Member Robert Rivas' AB 361, which allows local agencies to use teleconferencing without complying with specified Ralph M. Brown Act restrictions in certain state emergencies, thus codifying provisions originally included in Governor Newsom's executive orders waiving certain Brown Act restrictions. The Governor signed this legislation into law, which officially took effect October 1, 2021. Another bill related to remote meetings was Assembly Member Alex Lee's AB 339, which would have required local governments with populations of over 250,000 to provide both in-person and teleconference options for the public to attend their meetings. This measure was met with opposition from local governments, who claimed the bill's provisions would create onerous and costly technology requirements that could lead to new opportunities for litigious individuals to take advantage of the Act to sue local public agencies. Ultimately, Governor Newsom vetoed AB 339, stating that the population threshold would set a precedent of tying public access requirements to the population of jurisdictions.

Vaccine Requirements - Notably, the Legislature refrained from imposing a vaccine mandate through the enactment of statute. Toward the end of session, gut & amend legislation, which would have required government employees and employees of specific industries to submit to weekly mandatory testing or provide proof of vaccination as a condition of employment, failed to materialize. This could

have been attributed to multiple political factors at the time, which included the upcoming gubernatorial recall election, and the late post-policy committee consideration deadline for the release of the gut & amend language, which was bound to generate criticism regarding the legislative process.

While the Legislature did not pass vaccination requirements, the State did so via a series of regulations from the California Department of Public Health (CDPH), beginning with mandatory vaccines or up to bi-weekly testing as a condition of employment for all healthcare workers and state employees. All employees subject to this requirement were given a deadline of September 30 to be in full compliance. In addition to the workplace vaccine regulations, the Governor announced plans require all school employees and students be vaccinated following full FDA approval of existing vaccines. The school vaccine requirement will apply to K-12 students and school employees and will be a condition of in-person attendance and employment for all pupils and employees of any private or public elementary or secondary school. Once vaccines receive full approval, all students over the age of 12 will be required to receive a vaccine, with all younger students receiving a vaccine once the FDA approves administering it to younger age groups.

Looking forward, it is possible that the 2022 Legislative Session will feature a more robust portfolio of bills to implement vaccine mandates or eliminate loopholes like the personal belief exemption, which applies to the current set of regulations and allows for individuals to opt-out of the COVID-19 vaccine for religious or ideological reasons.

Housing

During last year's session, it appeared that the issues of affordable housing, housing production, and homelessness would dominate the policy conversation. However, the pandemic stalled the progression of many top-down housing reform measures as attention was diverted to addressing immediate COVID-19 mitigation strategies. This year, housing and land use reform measures were thrust back into the spotlight, with numerous measures sailing through the policy committee process, unlike previous renditions of the same bills had in prior sessions. Notable land use legislation like Senate Pro Tempore Toni Atkins' SB 9 made it to the Governor's desk nearly a week before the end of session.

Just shy of a week after the Legislature's adjournment on September 10, Governor Newsom signed the first round of housing and land use reform bills, which included SB 8 (Skinner), which extends the Housing Crisis Act of 2019, SB 9 (Atkins), which requires the ministerial approval of urban lot splits and two-unit developments on single-family zoned parcels, and SB 10 (Wiener), which authorizes local governments to zone any parcel up to 10 units via ordinance.

After the enactment of the first round of housing and land use bills, the Governor signed a 27-bill package on September 28 to further address the State's housing crisis, with more focus on accountability and enforcement as it pertains to development goals. The bills in this package included AB 215 (Chiu), which increases enforcement within the Department of Housing and Community

Development (HCD) and housing element transparency standards, AB 602 (Grayson), which increases the transparency of impact fees through revised nexus study requirements, and SB 478 (Wiener), which prohibits local governments from imposing certain floor area ratio standards on specified housing projects.

In addition to the more than 30-bill housing package addressing issues like density, zoning, and development streamlining, another key element to the State's housing laws is the new Housing Accountability Unit (HAU) within the state Housing and Community Development (HCD) Agency created in the 2021 Budget. The 25-person team with a budget of more than \$4 million is expected to assist local governments meet their housing goals - and crack down on those that fail to do so. Per the Governor's remarks on the newly created unit, "The HAU will be empowered to take escalating enforcement steps to bring municipalities into compliance with their RHNA goals in the event of persistent non-compliance."

Given the breadth of the housing and land use reform bills enacted during the 2021 session, it begs the question on whether the Legislature will have the same appetite for additional housing reform measures in 2022. It is expected that the focus will shift from the enactment of new measures to the implementation and enforcement of existing measures, with the new HAU serving as an additional mechanism to accomplish housing production accountability.

Public Safety Reform

Following the death of George Floyd in 2020, the Legislature introduced several bills aimed at police reform and means of alternative response to non-emergency calls for law enforcement. Authors of the various legislative proposals worked with the Newsom Administration and many stakeholders, including representatives from law enforcement, in efforts to advance their legislation. Ultimately, some bills were able to move forward, but many bills which attempted to make significant policy changes, were ultimately held so that they could receive full legislative consideration in 2021.

This year, public safety reform became a major focus of the Legislature. Following session's adjournment, the Governor signed into law a package of police reform bills that constitute some of the most significant changes to peace officer accountability in recent years. The package included bills such as SB 2 (Bradford), which creates a system to investigate and revoke or suspend peace officer certification for serious misconduct along with imposing changes to qualified immunity standards, and SB 16 (Skinner), which allows for public access of police officer misconduct records related to excessive use of force and failure to intervene, among other things.

Other bills include AB 89 (Jones-Sawyer) which increases the minimum qualified age for peace officers and establishes a college-level curriculum for certification, and AB 48 (Gonzalez), which prohibits the use of rubber bullets and pepper spray against peaceful protestors. While significant, the passage and enactment of these measures comes at no surprise, given the behind-the-scenes work done via the Assembly's formation of a Select Committee on Police Reform and a series of recommendations for policing and protesting reform outlined by the Newsom Administration this year.

Broadband

In addition to the significant packages of housing and police reform measures signed into law, the

Legislature was focused on the deployment of broadband infrastructure, as connectivity needs were laid bare by the pandemic and reliance on the internet. During the Budget process, the Legislature passed SB 156, a Budget trailer bill providing over \$6 billion to expand broadband infrastructure and enhance internet access for unserved and underserved communities.

The historic investment includes:

- \$3.25 billion to build, operate and maintain an open access, state-owned middle mile network - high-capacity fiber lines that carry large amounts of data at higher speeds over longer distances between local networks.
- \$2 billion to set up last-mile broadband connections that will connect homes and businesses with local networks. The legislation expedites project deployment and enables Tribes and local governments to access this funding.
- \$750 million for a loan loss reserve fund to bolster the ability of local governments and nonprofits to secure financing for broadband infrastructure.
- Creation of a broadband czar position at the California Department of Technology, and a broadband advisory committee with representatives from across state government and members appointed by the Legislature.

Accompanying measures to this investment include Assembly Member Aguiar-Curry's AB 14 and Senator Lena Gonzalez's SB 4, which prioritize the broadband needs of California's unserved and underserved communities and make important, separate tweaks to the California Advanced Services Fund surcharge program. Specifically, AB 14 and SB 4 extend the operation of the California Advanced Services Fund (CASF) through 2032 and increase the annual funding cap from \$66 to \$150 million, thus increasing the amount of funds within the CASF's various subaccounts, which fund projects like broadband deployment in low-income housing communities.

Each of these broadband deployment bills was accompanied by a veto of Senator Dodd's SB 556, which would have forced local governments to make space on public infrastructure available to telecommunications providers. In his veto message, the Governor highlighted the role local government will have in last mile deployment, which is essential to driving competition and increasing access.

Transportation

A notable element to the 2021 session was its long and drawn-out Budget process. During the final round of "Budget clean-up" legislation, Governor Newsom and legislators announced they tabled discussions on \$4.2 billion in high-speed rail bond funding until 2022. The outstanding budget issue originated from a behind the scenes disagreement between the Legislature and the Governor on the appropriation of funds for the high-speed rail project in the Central Valley. Specifically, many members of the Legislature wanted to pivot funding generated by Proposition 1A from investments in high-speed rail into other investments like infrastructure maintenance and sustainable transportation. The Governor's Office wanted to see the \$4.2 billion in 1A funds invested into finishing the Merced to Bakersfield rail segment and the environmental review and planning for the remaining San Francisco to Los Angeles route. Assembly Member Laura Friedman, Chair of the Assembly Transportation Committee, said the delay is because the High-speed Rail Authority has not provided specifics on its planned expenditures.

The impasse on high-speed rail project funding is significant because there were several other

planned appropriations of transportation funding in the State Budget that are now also held up. Several transportation funding augmentations had been contingent on the enactment of additional legislation specifying how the funds would be allocated by October 10, 2021. The Legislature did not pass the additional legislation required. Consequently, these revert to the General Fund:

- Transit and Intercity Rail Capital Program (\$2.5 Billion): Had this funding become available, the California State Transportation Agency (CalSTA) would have selected projects and the California Transportation Commission (CTC) would have allocated funds. Of the \$2.5 billion, \$1 billion would have been specifically for 2028 Olympics projects and \$500 million would have been specifically for grade separation projects.
- Active Transportation Program (\$500 Million): Had this funding become available, the CTC would have proceeded with the 2021 Active Transportation Program (ATP) Augmentation Framework to augment the current program cycle.
- State and Local Climate Adaptation Program (\$400 Million): Had this funding become available, the CTC would have been required to allocate funds to climate resiliency projects for Caltrans and regional and local agencies.

Governor Newsom has been commenting through CalSTA and several legislative veto messages that he looks forward to re-engaging with the Legislature to finalize and pass a comprehensive transportation package early next year that invests in a wide variety of critically necessary projects including high-speed rail, connectivity projects in advance of the 2028 Los Angeles Olympics, road and bridge repair, and a variety of other rail system improvements.

Other Priority Legislation

Below are highlights of legislation that was approved by the Legislature and may be of interest to the City. The below bills have been grouped by LAP.

COVID-19 Legislation LAP

- AB 61 (Gabriel) authorizes the Department of Alcohol Beverage Control (ABC), for 365 days from the date the Covid-19 pandemic state of emergency proclaimed by the Governor is lifted, to allow licensees to continue to exercise license privileges in an expanded licensed area authorized pursuant to a COVID-19 Temporary Catering Authorization. This measure was signed into law by the Governor.
- AB 339 (Lee) would have created standards for public participation and access for jurisdictions of at least 250,000 people to join and comment at open and public city council and county board of supervisor meetings, in-person and remotely, between January 1, 2022, to December 31, 2023. This measure was vetoed by Governor Newsom.
- AB 361 (R. Rivas) gives local agencies the authority to host virtual meetings until January 1, 2024, and for state agencies until January 31, 2022. Under the state of emergency, the legislative body must, in order to continue meeting subject to this exemption to the Brown Act, no later than 30 days after it commences using the exemption, and every 30 days thereafter, make findings by majority vote. AB 361 was amended in the final week of session to include an urgency clause. This bill was signed into law by Governor Newsom.

- SB 336 (Ochoa-Bogh) requires the California Department of Public Health or a local health officer, when it issues specified guidance or orders related to preventing the spread of COVID-19 or to protect public health against a threat of COVID-19, to publish the measures on its website and to create an opportunity for local entities to sign up for an email distribution list relative to changes such measures. This measure was signed into law by the Governor.

Energy Legislation, Regulation and Issues LAP

- AB 418 (Valladares) would have created the Community Power Resiliency Program within California Office of Emergency Services (Cal OES) for the purposes of helping local entities prepare for power outages. This measure was vetoed by the Governor.
- SB 52 (Dodd) defines a 'deenergization event' as a planned power outage and would make a deenergization event one of those conditions constituting a local emergency, thus allowing counties to seek reimbursement for the costs incurred by running the emergency operation centers. This bill was signed into law by Governor Newsom.
- AB 1403 (Levine) would have added "deenergization event" to the list of conditions constituting a state of emergency and local emergency and defines "deenergization event" to mean a planned power outage, undertaken by an electrical corporation, to reduce risk of wildfires caused by utility equipment. This bill was vetoed by Governor Newsom.

Housing LAP

- AB 215 (Chiu) provides the Department of Housing and Community Development (HCD) with additional enforcement authority for local agency violations of specified housing laws and increases public review for housing elements. With respect to increasing the Department's enforcement authority, the bill adds to the list of housing law violations for which HCD is authorized to take legal enforcement action against a noncompliant jurisdiction and authorizes HCD to appoint or contract with other counsel in the event the Attorney General declines to act. To increase public review for housing elements, the bill requires local governments to make the first draft revision of a housing element available for public comment for at least 30 days and, if any comments are received, take at least 10 additional business days to consider and incorporate public comments into the draft revision before submitting it to HCD before posting to their website. This bill was signed into law by Governor Newsom.
- AB 602 (Grayson) requires local agencies conducting an impact fee nexus study after 2022 to follow specific standards and practices, including completing an impact fee nexus study prior to adopting a development fee, identifying existing public facility service levels and an explanation for why the new level of service and corresponding fee is necessary, and identifying the levied or proposed fee proportionately to the square footage of proposed units. This bill was signed into law by Governor Newsom.
- AB 977 (Gabriel) requires grantees or entities that receive funding from a state homeless program or programs to report specified data to the Homeless Coordinating and Financing Council (HCFC) on the populations they serve. This measure was signed into law by the Governor.

- AB 1304 (Santiago) expands the ways in which local agencies must affirmative further fair housing (AFFH) in their housing elements. This measure was signed into law by the Governor.
- AB 1398 (Bloom) requires expedited rezoning for local jurisdictions that fail to adopt a legally compliant housing element within 120 days of the statutory deadline. This measure was signed into law by the Governor.
- SB 9 (Atkins) requires ministerial approval of a housing development of no more than two units in a single-family zone (duplex), the subdivision of a parcel zoned for residential use into two parcels (lot split). Parcels located in areas prone to environmental degradation, historic landmark districts, or areas designated for conservancy are excluded from the bill's provisions. Imposes a minimum three-year owner occupancy requirement for applicants of lot splits. This bill was signed into law by Governor Newsom.
- SB 10 (Wiener) authorizes a city or county to pass an ordinance to zone any parcel for up to 10 units of residential density, at a height specified by the local government in the ordinance, if the parcel is located in a transit-rich area or an urban infill site. Defines "transit-rich area" as a parcel within one-half mile of a major transit stop, or a parcel on a high-quality bus corridor. Defines "urban infill site" as an area within an urban cluster with at least 75% of the perimeter adjoining to parcels developed with urban use and is zoned for residential or mixed use. This bill was signed into law by Governor Newsom.
- SB 290 (Skinner) makes various changes to Density Bonus Law (DBL), including providing additional benefits to housing developments that include low-income rental and for-sale housing units, and moderate-income for-sale housing units. This measure was signed into law by the Governor.
- SB 477 (Wiener) would have added a number of requirements to the annual progress report (APR) that local governments are required to submit to the state Department of Housing and Community Development (HCD) each year in relation to their housing elements. This measure was vetoed by the Governor.

Human Resources and Public Sector Employment LAP

- AB 123 (Gonzalez) would have increased the wage replacement rate for paid family leave (PFL) claims commencing after January 1, 2023, but before January 1, 2025 to 65% or 75%; and for claims commencing after January 1, 2025 to 70% or 90%. This bill was vetoed by Governor Newsom.
- SB 278 (Leyva) provides that when a retiree's CalPERS pension is reduced post-retirement, due to the inclusion of compensation agreed to under a collective bargaining agreement that is later determined to be nonpensionable, the public employer must cover the difference between the pension as originally calculated and as reduced by CalPERS. This bill was signed into law by Governor Newsom.

Local Authority Over Wireless Telecommunications Facilities and Cable Services LAP

- AB 14 (Aguiar-Curry) extends the California Advanced Services Fund (CASF) program to encourage deployment of broadband service to unserved Californians, including updating the

CASF's surcharge and preserving various changes made by recent budget legislation. This bill was signed into law by Governor Newsom.

- AB 41 (Wood) requires the California Department of Transportation (Caltrans) to install conduit for fiber communications lines as part of projects to build a state-owned middle-mile broadband network. This bill also requires the California Public Utilities Commission (CPUC) to update broadband maps to specified information about local broadband service. This measure was signed into law by the Governor.
- SB 4 (Gonzalez) extends the operation of the California Advanced Services Fund (CASF) through 2032, increases the annual funding cap for the CASF, and expands projects eligible for CASF grants to include fund broadband deployment at unserved locations used for emergency response. This measure was signed into law by Governor Newsom.
- SB 378 (Gonzalez) requires local governments to allow fiber installers to use microtrenching as a method for installing fiber unless the local government makes a specified finding that permitting microtrenching would adversely impact public health and safety. This measure was signed into law by the Governor.
- SB 556 (Dodd) would have established permitting requirements for the placement of small wireless facilities on streetlight and traffic signal poles owned by local governments, including specified timelines for approving and attaching infrastructure, limitations on fees for attachments, and restrictions on local governments' ability to prohibit small wireless facility attachments. This bill was vetoed by Governor Newsom.

Public Safety LAP

- AB 26 (Holden) requires use of force policies for law enforcement agencies to include the requirement that officers "immediately" report potential excessive force, and further describes the requirement to "intercede" if another officer uses excessive force. Provides additional specifications for law enforcement agency policies on the duty to intervene when another officer uses excessive force. This bill was signed into law by Governor Newsom.
- AB 48 (Gonzalez) bans police from using tear gas and "less-lethal" projectiles on protestors. This bill was introduced last year and was one of the bills that ran out of time, so it was reintroduced this session. This bill was signed into law by Governor Newsom.
- SB 2 (Bradford) creates a process for law enforcement officers to be terminated if convicted of crimes or some forms of misconduct. In certain circumstances, such as if an officer is convicted of wrongful death, the bill would remove immunity protections, which shield public employees from civil lawsuits. This bill was signed into law by Governor Newsom.
- SB 16 (Skinner) expands the categories of police personnel records that are subject to disclosure under the California Public Records Act (CPRA) to include sustained findings involving force that is unreasonable or excessive, and any sustained finding that an officer failed to intervene against another officer using unreasonable or excessive force. This bill was signed into law by Governor Newsom.

Regional and Statewide Water Supply and Conservation LAP

- SB 273 (Hertzberg) authorizes a municipal wastewater agency to enter into agreements with entities responsible for stormwater management for the purpose of managing stormwater and dry weather runoff and to levy taxes, fees, and charges consistent with the municipal wastewater agency's existing authority to fund wastewater management projects. This bill was signed into law by Governor Newsom.
- SB 323 (Caballero) authorizes a local agency or interested person to bring a validation action in a superior court to determine the validity of a fee or charge for water and sewer service. Additionally, requires an interested party bring a validation action within 120 days after the fee or charge becomes effective, thus providing public agency water and sewer rates the same protections already afforded to fees and charges that fund other essential government services. This bill was signed into law by Governor Newsom.

Regional Issues and Collaboration LAP

- SB 60 (Glazer) allows cities to impose a fine of up to \$5,000 for public and health and safety violations of a short-term rental ordinance, bringing the fine threshold above the existing \$1,300 for each additional violation of the same ordinance within a year. This bill was signed into law by Governor Newsom.

Regional Transportation Issues LAP

- AB 43 (Friedman) grants local governments greater flexibility in setting speed limits based on recommendations the Zero Traffic Fatality Task Force (Task Force) made in January 2020. This bill was signed into law by Governor Newsom.
- AB 1157 (Friedman) would have made changes to the required elements of metropolitan planning organizations' (MPO) regional transportation plans (RTPs) to ensure effective implementation of sustainable communities' strategies (SCSs) and alternative planning strategies (APSS). This measure was vetoed by the Governor.

Sustainable and Environmental Legislation, Regulations, and Issues LAP

- AB 818 (Bloom) requires covered non disposable wipes to be labeled to communicate that they should not be flushed. This measure was signed into law by the Governor.
- SB 1 (Atkins) establishes the California Sea Level Rise Mitigation and Adaptation Act of 2021 and creates the California Sea Level Rise State and Regional Support Collaborative at the Ocean Protection Council to help coordinate and fund state efforts to prepare for sea level rise associated with climate change. This bill was signed into law by Governor Newsom.
- SB 619 (Laird) allows local governments to submit a notice of intent to comply with requirements set forth by SB 1383 (Lara, 2016) regulations to CalRecycle, which, if approved, would authorize a jurisdiction to receive civil penalty relief for the 2022 calendar year and a corrective action plan. This bill was signed into law by Governor Newsom.

ENVIRONMENTAL REVIEW

The action being considered does not constitute a “project” within the meaning of the California Environmental Quality Act (“CEQA”) pursuant to CEQA Guidelines section 15378(b)(5) in that it is a governmental organizational or administrative activity that will not result in direct or indirect changes in the environment.

FISCAL IMPACT

The City’s three-year agreement with Townsend Public Affairs for state and federal legislative advocacy services is for an amount not to exceed \$252,000. The services outlined in this report are included at no additional cost as part of the consultant’s monthly service fee.

COORDINATION

This report has been coordinated with Townsend Public Affairs and the City Attorney’s Office.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City’s official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City’s website and in the City Clerk’s Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk’s Office at (408) 615-2220, email clerk@santaclaraca.gov <<mailto:clerk@santaclaraca.gov>>.

RECOMMENDATION

Note and file the 2021 Q3 Legislative Update.

Prepared by: Christine Jung, Assistant to the City Manager

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Legislative Advocacy Position Policy
2. 2021 Legislative Advocacy Positions
3. 2021 Q3 Legislation
4. 2021 Q3 Legislative Action



LEGISLATIVE ADVOCACY POSITION POLICY

PURPOSE

To establish clear guidelines for advancing City goals and positions through legislative review and advocacy at the regional, state, and federal levels of government and to provide guidance for City officials who serve on regional, state, and national boards, committees, and commissions when they are asked to review public policy matters and issues.

POLICY

To attain a comprehensive review of legislation affecting cities, to obtain the Council position on proposed legislation, to make the City's position known, and to maintain a record of pertinent information, the following guidelines shall be followed.

All legislative reviews are to be made on the basis of the effect on the City and citizens as a whole, and taking into account existing City positions, policies, or goals, rather than on the individual's personal feelings.

The guiding principles for legislative advocacy include and are not limited to:

- Support the League of California Cities and National League of Cities positions on priority bills that benefit Santa Clara.
- Protect local revenue sources and prevent unfunded mandates.
- Protect and/or increase funding for specific programs and services.
- Protect and/or increase local government discretion.
- Advance approved policies such as the City's Statement of Values, the General Plan, or the Climate Action Plan.

Annually, Legislative Advocacy Positions (LAP) shall be adopted or updated by the City Council at the beginning of the calendar year to identify specific legislative priorities outside of the legislative guiding principles listed above and posted on the City's website.

PROCEDURE FOR EVALUATING AND SUPPORTING LEGISLATIVE ADVOCACY

Legislation and issues of interest are brought to the City's attention through several means: the League of California Cities, the National League of Cities, the Cities Association of Santa Clara County, Council Members, city staff, citizens, and professional or governmental organizations and legislators. All legislation or issues of interest are to be referred to the City Manager's Office.

1. City Manager's Office (CMO) reviews the proposed legislation and, if warrants, requests assistance from one or more departments.

LEGISLATIVE ADVOCACY POSITION POLICY (cont.)

2. CMO/Department evaluates the bill for its impact upon Santa Clara, recommends a position and potential action, and drafts a position statement or support/opposition letter.
3. If Council has previously adopted a policy directly relevant to the legislation or the proposed legislation is generally consistent with the City's overall guiding principles for legislative advocacy or LAP, the Mayor or City Manager may sign a letter supporting or opposing legislation on behalf of the city as further detailed below.
4. If a Council policy relative to the legislation does not exist, the issue is politically controversial, or there is significant local interest in the issue, the proposed legislation including a recommendation to support, remain neutral, or not support the legislation is brought to Council for consideration.
5. Letters and other communications expressing the City's position on legislation will customarily bear the signature of the Mayor in accordance with City Charter Section 704.2 – 704.3. If the legislation's principal impact affects the City's operation, the communication may be signed by the City Manager.
6. In order to keep the Council informed of all City communications on legislation, copies of the letter or summary of actions will be distributed to the City Council as information items in the Council Meeting Agendas.
7. Staff will provide and/or coordinate quarterly legislative updates on public policy items of interest to Council and departments.



COVID-19 LEGISLATION

Overview

The outbreak of a respiratory illness caused by a novel coronavirus was first identified in Wuhan, Hubei Province, China in 2019. The disease, now commonly known as COVID-19, has since spread globally, resulting in the 2019–2020 coronavirus pandemic. The first case in the United States was announced on January 21, 2020. Since then, there has been much effort at the local, state and federal levels of government to stop the spread of the disease. Additionally, the state and federal governments have been working to provide economic relief to individuals, businesses, and local and state governments that have been impacted by COVID-19-related disruptions.

The City of Santa Clara proclaimed a local state of emergency on March 11, 2020 and continues to closely monitor county, state and federal orders, guidance and legislation to see how they apply to Santa Clara. City resources and personnel are working to continue to provide essential governmental functions to residents and businesses, while navigating the response necessary to contain the COVID-19 outbreak, providing assistance to individuals and businesses that have been negatively impacted by the pandemic, and complying with the requirements for social distancing and self-quarantining/isolating.

Guiding Principles

The City of Santa Clara's guiding principles for legislative advocacy include and are not limited to:

- Support the League of California Cities' and National League of Cities' positions on priority bills that benefit Santa Clara.
- Protect local revenue sources and prevent unfunded mandates.
- Protect and/or increase funding for specific programs and services.
- Protect and/or increase local government discretion.
- Advance approved policies such as the City's Statement of Values, the General Plan, or the Climate Action Plan.

Legislative Advocacy Position

In order to adequately protect the public health and safety of the COVID-19 outbreak, the City of Santa Clara:

- Supports efforts to provide direct relief funding to local jurisdictions, especially small and medium-sized cities, which can be utilized in response to the COVID-19 pandemic, including to offset lost revenue.
- Supports the temporary suspension of certain time-specific statutory requirements.
- Supports federal and state efforts to help mitigate the economic impacts from the coronavirus on the City's businesses and residents,
- Supports public health efforts to help mitigate the spread of COVID-19, including providing access to personal protective equipment.
- Opposes efforts to shift responsibility, to the City, of programs that have traditionally been carried out, or funded, by federal, state, or county governments.

- Supports efforts to assist small businesses, tenants, and landlords through eviction moratoriums, and other assistance programs, during the pandemic. These efforts should consider the needs of all stakeholders, including tenants, landlords, and those with unstable housing situations.
- Supports efforts to establish protocols, and provide funding, that will allow schools to resume in-person instruction in a safe manner.



ENERGY LEGISLATION, REGULATIONS AND ISSUES

Overview

The City's electric utility, Silicon Valley Power (SVP) has a mission to be a progressive, service-oriented utility, offering reliable, competitively priced services for the benefit of Santa Clara and its customers. Additionally, SVP has an adopted Strategic Plan that is intended to address the challenges facing the utility over a ten-year period. The Strategic Plan contains over thirty strategic initiatives in four distinct areas: Utility Performance Excellence; Customer Engagement and Satisfaction; Progress and Innovation Focus; and Community and Environmental Stewardship. The Legislative Advocacy Position works to further the objectives outlined in the Strategic Plan, and complements the other Legislative Advocacy Positions adopted by the City.

Guiding Principles

The City follows the below guiding principles for all areas of legislative advocacy:

- Support the positions of the League of California Cities, and National League of Cities, on priority bills that benefit Santa Clara.
- Protect local revenue sources and prevent unfunded mandates.
- Protect and/or increase funding for specific programs and services that benefit the City of Santa Clara and its residents.
- Protect and/or increase local government discretion.
- Advance approved policies, such as the City's Statement of Values, the General Plan, and the Climate Action Plan.

Legislative Advocacy Position

In order to ensure the City can provide safe, reliable, and affordable energy to ratepayers, while operating in an environmentally and fiscally conscious manner, the City will:

- Monitor PG&E's rate-making and regulatory activities to ensure it meets its obligations and agreements and advocate for changes that would mitigate adverse impacts to SVP and other publicly owned utilities (POUs).
- Support policies that will help ensure that transmission level Public Safety Power Shut-offs (PSPS) events do not unnecessarily burden local communities that are dependent on investor owned utility (IOU) transmission infrastructure.
- Support legislation that would provide local public agencies with financial resources to prepare for, and mitigate the impacts from, planned power outage events.
- Support efforts to align wildfire-related liability with fault, safeguarding public utility customers against exorbitant rate increases when their utility acts prudently.
- Monitor the development of new market initiatives from state and regional grid operators which may result in new energy-related products and changes to electric grid operations. Staff will advocate for changes that would benefit or protect SVP ratepayers.
- Monitor and participate with federal, state and local governments and stakeholders in the development of new regulations and advocate for changes that enhance system reliability and mitigate operational and ratepayer impacts.

- Support transitioning from diesel backup generators to battery-based backup generators.
- Monitor and support transmission related activities focusing on enhancing the reliability and deliverability of clean energy resources and advocating for greater transparency and assurance that transmission access charges are allocated equitably between the various beneficiaries.



**ENGAGEMENT WITH THE FEDERAL AVIATION ADMINISTRATION REGARDING
AIRPLANE NOISE**

Overview

In Santa Clara, the source of air noise comes from various activities from regional international airports, general aviation airports, and Moffett Federal Airfield. Ultimately, the Federal Aviation Administration (FAA) is primarily responsible for air traffic control, and our region continues to advocate for air noise mitigation.

In June 2017, the Cities Association of Santa Clara County (CASCC) received a Congressional request from Representatives Eshoo, Khanna and Panetta asking the CASCC to take a leadership role in forming a regional aircraft noise roundtable. The CASCC formed an Ad Hoc Committee to build the framework of forming a roundtable that works for the region. Since 2018, the Santa Clara/ Santa Cruz Roundtable, which includes local jurisdictions of Santa Clara and Santa Cruz Counties, has been working together with San Francisco Airport, Minéta San José Airport, and the FAA to address the growing concern of aircraft noise.

Guiding Principles

The City of Santa Clara's guiding principles for legislative advocacy include and are not limited to:

- Support the League of California Cities and National League of Cities positions on priority bills that benefit Santa Clara.
- Protect local revenue sources and prevent unfunded mandates.
- Protect and/or increase funding for specific programs and services.
- Protect and/or increase local government discretion.
- Advance approved policies such as the City's Statement of Values, the General Plan, or the Climate Action Plan.

Legislative Advocacy Position

In order to mitigate the impacts of air noise on the residents and businesses of the community, the City:

- Continue to support regional efforts to work with local agencies and federal representatives to mitigate the effects of aircraft noise.
- Support efforts to engage local public agencies, and members of the community, prior to any changes in flight paths, or airport operations, that may impact surrounding areas.
- Support legislation that provides funding to assist with the mitigation of impacts from aircraft noise.



HOUSING

Overview

The lack of affordable housing in the State and region continues to have an increasingly profound impact on the City of Santa Clara. In January 2019, Santa Clara County conducted its biennial Point-in-Time Count and found that there were over 9,700 individuals were living on the streets, in shelters, or in transitional housing across the county, reflecting a more than 200% increase in the homeless population over a two year period. As cities across the state struggle to address the growing affordable housing and homelessness crisis as housing prices continue to soar, housing continues to be a key legislative priority for the State Legislature and regional agencies.

Guiding Principles

The City of Santa Clara's guiding principles for legislative advocacy include and are not limited to:

- Support the League of California Cities and National League of Cities positions on priority bills that benefit Santa Clara.
- Protect local revenue sources and prevent unfunded mandates.
- Protect and/or increase funding for specific programs and services.
- Protect and/or increase local government discretion.
- Advance approved policies such as the City's Statement of Values, the General Plan, or the Climate Action Plan.

Legislative Advocacy Position

The City of Santa Clara is committed to being a leader at the local level in providing affordable housing, as well as making a fair share contribution to the overall need for housing production within Silicon Valley, and will continue to proactively take concrete steps to realize new housing production within the City. Santa Clara is also prepared to participate in broader regional efforts that are collaborative, recognize the unique characteristics of local jurisdictions, and provide opportunities for local representation.

The City is concerned about potential measures imposed at the State or regional level that reduce local control, recognizing that in some instances such measures can be necessary or helpful to advance common goals across multiple jurisdictions, but is also aware that such efforts may have unintended consequences, limited effectiveness, or create inequities due to a lack of accountability to localized circumstances.

In an effort to achieve these goals, the City will:

- Support legislation and efforts that provide resources to address the needs of the most vulnerable residents through shelter, supportive housing, and homelessness prevention services.

- Support efforts to collaborate with the County, local jurisdictions, the business sector, and non-profit and philanthropic partners to leverage available resources and bring in new funding streams to expand the reach of the supportive housing system.
- Oppose efforts to reduce federal funding for federal entitlement programs that are used to promote affordable housing, rehabilitate substandard housing, build new park facilities, provide neighborhood improvements, and fund public services.
- Advocate for more state and federal resources (e.g., funding, legal authority, technical support, streamlining administrative processes) to address local housing needs.
- Support federal efforts to preserve and strengthen the low-income housing tax credit program and federal tax exemptions for private activity bonds.
- Support legislation preserving and expanding, federal tax exemptions for state and local taxes, including state and local property, sales, and income taxes, and maintaining federal tax exemptions for mortgage interest payments on primary residences.
- Support legislation that provides local jurisdictions with authority over land use decisions and fully incorporates the involvement of local community members and an understanding of the conditions unique to the community.
- Oppose measures that reduce local control and are punitive in nature.
- Support efforts to streamline California Environmental Quality Act provisions to facilitate the production of affordable housing and reduce delays due to unmerited litigation.



HUMAN RESOURCES AND PUBLIC SECTOR EMPLOYMENT

Overview

The City of Santa Clara provides a myriad of services to the community, including Police, Fire, Public Works, Electric Utility, Planning, Parks and Recreation, and Library Services. The City employs over 1,100 part-time/seasonal and full-time employees that provide these and other services to the community. These services provide opportunities and careers for all types of interests, and the City should endeavor to leverage the rewards and benefits that come with working for the City.

Guiding Principles

The City of Santa Clara's guiding principles for legislative advocacy include and are not limited to:

- Support the League of California Cities and National League of Cities positions on priority bills that benefit Santa Clara.
- Protect local revenue sources and prevent unfunded mandates.
- Protect and/or increase funding for specific programs and services.
- Protect and/or increase local government discretion.
- Advance approved policies such as the City's Statement of Values, the General Plan, or the Climate Action Plan.

Legislative Advocacy Position

In order to ensure that the City can compete with other local municipalities, and the private sector, to attract, hire and retain a talented workforce, the City:

- Supports efforts to preserve local government's ability to manage its own employment issues, including, but not limited to, hiring, evaluating, disciplining, and negotiating collective bargaining agreements.
- Supports working with City bargaining units in finding solutions to address the service delivery needs of the community while being mindful of the City's revenue and expenditures, and recruitment and retention of the City's workforce.
- Supports efforts to increase the long-term financial stability of CalPERS.
- Opposes new federal or state unfunded mandates that would increase the City's post-employment obligations.
- Supports federal and state efforts to create a more informed, engaged, and welcoming experience for immigrants.
- Supports comprehensive immigration reform which provides opportunities to achieve economic and educational success and contribute to our community.
- Supports and increase in work visas allowing employers to hire foreign workers that require advanced technical skills, as well as support programs that stimulate the economy through job creation and capital investment by foreign investors.

- Supports efforts that protect children, including undocumented children, with the continuation of the Deferred Action for Childhood Arrivals (DACA) Program and the Dream Act.



LOCAL AUTHORITY OVER WIRELESS TELECOMMUNICATIONS FACILITIES AND CABLE SERVICES

Overview

The wireless telecommunications industry has made efforts to limit or preempt local control over placement of wireless facilities and supporting structures in and outside the rights of way. Over the past several years, actions by federal and state lawmakers have resulted in the adoption of regulations and orders controlling local authority over placement of wireless facilities, including the adoption of “shot clocks” requiring local agencies to complete review of projects within a specified time period.

Additionally, through the Federal Communications Commission’s proposed rulemaking, there have been efforts in recent years to address whether local franchising authorities (LFAs) can regulate incumbent cable operators and cable television services. The City has its own government access channel (Santa Clara City Television on Comcast cable channel 15 and AT&T U-verse 99), which may be negatively impacted by such rulings and similar legislation and activities. Santa Clara City Television is used to provide important information to the public, such as live and recorded airings of Council meetings, City special events, programs, and public service announcements.

Guiding Principles

The City of Santa Clara’s guiding principles for legislative advocacy include and are not limited to:

- Support the League of California Cities and National League of Cities positions on priority bills that benefit Santa Clara.
- Protect local revenue sources and prevent unfunded mandates.
- Protect and/or increase funding for specific programs and services.
- Protect and/or increase local government discretion.
- Advance approved policies such as the City’s Statement of Values, the General Plan, or the Climate Action Plan.

Legislative Advocacy Position

The City believes that it should maintain local authority over the placement of wireless telecommunications facilities, in order to ensure that a balance is reached between the infrastructure needs and the needs of the community. As such, the City:

- Opposes federal or state efforts to preempt local authority of the placement of wireless telecommunication facilities.
- Supports efforts to provide for local control of permitting wireless telecommunications and non-cable services facilities in the public-right-of-way.
- Supports legislation that provides opportunity for public input on the placement of wireless telecommunications facilities.
- Opposes efforts to limit the amount of time, or scope, of local review of the placement of wireless facilities.

- Monitors legislation related to distributed energy generation via back-up power at wireless telecommunications facilities.
- Supports efforts to increase access to broadband, while ensuring the placement and installation of needed equipment does not undermine local permitting authority and does not pose an undue nuisance for residents.



PUBLIC SAFETY

Overview

As a city that is consistently named one of the safest cities in the country, Santa Clara is committed to promoting a living and working environment that allows for the best quality of life. The City believes that crime prevention and enforcement efforts are integral to creating and maintaining a safe environment for residents and visitors. At the same time, the City recognizes that crime prevention and enforcement efforts alone cannot foster community safety and wellness; education, intervention and prevention efforts on various public safety topics, such as gun violence, gang activity, alcohol and tobacco use, pedestrian, driver and bicycle safety, and driving under the influence, are equally important.

As the State and region continues to experience civil unrest and an unprecedented number of natural and man-made disasters, the City recognizes the importance of a comprehensive risk management approach to emergency preparedness.

Guiding Principles

The City of Santa Clara's guiding principles for legislative advocacy include and are not limited to:

- Support the League of California Cities and National League of Cities positions on priority bills that benefit Santa Clara.
- Protect local revenue sources and prevent unfunded mandates.
- Protect and/or increase funding for specific programs and services.
- Protect and/or increase local government discretion.
- Advance approved policies such as the City's Statement of Values, the General Plan, or the Climate Action Plan.

Legislative Advocacy Position

In order to maintain public health and safety, and promote the best quality of life, the City will:

- Support legislation that seeks to impose stricter gun violence laws and/or requires the safe storage of unattended firearms.
- Support legislation that toughens penalties for chronic criminals.
- Support efforts to reduce the list of who can seek early parole and re-classify some theft crimes from misdemeanors to felonies by reforming Assembly Bill 109 (approved by the Legislature in 2011), Proposition 47 (approved by voters in 2014) and Proposition 57 (approved by voters in 2016).
- Support the expansion of the number of crimes where DNA is collected, a list that was limited when some crimes were reclassified from felonies to misdemeanors.
- Support legislation that preserves, or expands, funding levels for public safety programs, services, and equipment, such as the Edward Byrne Memorial Justice Assistance Grants.
- Support legislation that addresses crime trends and attempts to curb illegal activity, including but not limited to, illegal street racing and sideshow activity and thefts from automobile burglaries, all of which are growing trends in our region.

- Support efforts to test speed enforcement cameras and corresponding legislation to mitigate traffic-related injuries and deaths.
- Oppose public safety legislation that imposes unfunded mandates on local agencies for new programs or increased service levels.
- Support legislation that identifies new funding sources for fire and law enforcement agencies to promote public safety, wellness and employee training.
- Support legislation that recognizes the importance of a comprehensive risk management approach to emergency preparedness, fire prevention, fire suppression, and emergency medical services.
- Support legislation that provides funding for emergency preparedness, including community risk reduction strategies like community education programs (e.g., CERT, CPA), staff training, interagency cooperation, and enhanced equipment and technology.
- Support legislation that expands the implementation and testing of emergency alert systems.
- Support legislation that enhances public safety professionals' ability to respond to all types of emergencies and communicate within, and across, jurisdictions.
- Support measures that aim to return revenue generated from the enforcement of crimes back to the originating agency to sustain their efforts.
- Support the local regulation of Unmanned Aircraft Systems (UAVs), including the right to authorize use of UAVs by public safety agencies and the right to restrict or prohibit UAV use that interferes with, or poses a threat to, emergency operations or public safety.
- Support legislation that aims to assist individuals in crisis, including those who may be homeless, be the victim of human trafficking, domestic violence victims and survivors, and other vulnerable populations.
- Support legislation and efforts that recognizes the importance of developing a comprehensive preparedness strategy (e.g. mutual aid, unified command, interoperability, cyber disobedience, critical infrastructure, social media, etc.) to respond to civil unrest with input from emergency responders and allied stakeholders for local response.
- Support more funding for mental health and substance abuse.
- Support training of public safety to handle mental health issues.
- Support background checks and training requirements for gun sales.



REGIONAL AND STATE-WIDE WATER SUPPLY AND CONSERVATION

Overview

The City of Santa Clara operates 26 wells that tap the underground aquifers and make up about 62% of the City's potable water supply. The underground aquifers are replenished from local reservoirs by the Santa Clara Valley Water District (SCVWD) water recharge program. The remaining water is supplied by water imported from the SCVWD and the San Francisco Public Utilities Commission (SFPUC) through the Hetch-Hetchy Reservoir.

For certain approved non-potable uses, recycled water from the San Jose/Santa Clara Regional Wastewater Facility's South Bay Recycled Water (SBWR) facility is used. This highly treated water delivered through separate pipelines makes up about 19% of the water sales in the City. Recycled water offsets the use of potable sources in drought-prone California and is a reliable source for conservation of potable sources. The City continues to work closely with SBWR in order to increase recycled water supplies in order to meet existing demands within the City. Currently, SBWR is updating the Recycled Water Master Plan.

Guiding Principles

The City of Santa Clara's guiding principles for legislative advocacy include and are not limited to:

- Support the League of California Cities and National League of Cities positions on priority bills that benefit Santa Clara.
- Protect local revenue sources and prevent unfunded mandates.
- Protect and/or increase funding for specific programs and services.
- Protect and/or increase local government discretion.
- Advance approved policies such as the City's Statement of Values, the General Plan, or the Climate Action Plan.

Legislative Advocacy Position

In order to ensure that the City is able to maintain an affordable and reliable supply of quality water, the City maintains the following advocacy positions:

- Support and implement water conservation measures for businesses and residents including state regulatory efforts which build on ongoing efforts to "make water conservation a California way of life."
- Support regional water conservation including potable and recycled water supply efforts in cooperation with agencies such as Santa Clara Valley Water District, City of San Jose, San Francisco Public Utilities Commission (SFPUC), and the Bay Area Water Supply and Conservation Agency.
- Monitor federal, state, and regional activity related to the Bay-Delta Plan Phase 1 & 2. Support a comprehensive Bay-Delta watershed voluntary settlement agreement between stakeholders that includes SFPUC.
- Oppose legislative efforts to impose new taxes or fees on drinking water.
- Support efforts to establish alternative funding sources for water infrastructure and improved water quality projects.

- Support state and regional efforts to delivery water to Santa Clara customers using clean energy and other environmentally sustainable practices.
- Support legislation and funding to protect the health of children who might be exposed to lead in drinking water at school facilities.
- Support legislation with regional partners that allows purified recycled water to be added to the potable water supply through indirect and direct applications that improve local water resiliency for residents and businesses.



REGIONAL ISSUES AND COLLABORATION

Overview

While the City of Santa Clara is unique in many ways, it experiences many of the same issues that other cities in the region experience. The City works closely with other jurisdictions to address a variety of issues that impact residents in the San Francisco Bay Area, such as affordable housing, transportation, and water conservation.

Guiding Principles

The City follows the below guiding principles for all areas of legislative advocacy:

- Support the positions of the League of California Cities, and National League of Cities, on priority bills that benefit Santa Clara.
- Protect local revenue sources and prevent unfunded mandates.
- Protect and/or increase funding for specific programs and services that benefit the City of Santa Clara and its residents.
- Protect and/or increase local government discretion.
- Advance approved policies, such as the City's Statement of Values, the General Plan, and the Climate Action Plan.

Legislative Advocacy Position

The City recognizes the importance of regional collaboration and, as such, the City:

- Contribute to, and support the efforts of, regional organizations such as Santa Clara County Cities Association, Silicon Valley Economic Development Alliance, and the Santa Clara/Santa Cruz Airport Community Roundtable to advance the regional goals.
- Monitor regional issues, and new legislation, to ensure that they benefit the region and its residents.
- Support federal and state legislation to provide funding for regional solutions to problems, such as housing, homelessness, emergency response, and transportation.



REGIONAL TRANSPORTATION ISSUES

Overview

The City of Santa Clara believes that a robust transportation network, and related infrastructure, is a critical element to a successful and thriving community. The City works with the federal government, state government, and regional stakeholders to ensure that residents and businesses have access to traditional modes of transportation and promote alternative modes to alleviate traffic congestion and pollution. Additionally, it is important for the City's transportation network to continue to evolve to best serve the future needs of the community. To that end, local efforts are underway to promote and provide funding for alternative modes of transportation, such as updates to the City's Traffic Impact Fee program, the City's Multimodal Improvement Plan, Bicycle Master Plan Update 2018, Pedestrian Master Plan, and Creek Trail Network Expansion Master Plan. Additionally, City staff is working with other transportation agencies to support their significant regional projects, including BART Phase II (VTA), Caltrain Electrification and Caltrain Business Plan, and the High Speed Rail.

Guiding Principles

The City of Santa Clara's guiding principles for legislative advocacy include and are not limited to:

- Support the League of California Cities and National League of Cities positions on priority bills that benefit Santa Clara.
- Protect local revenue sources and prevent unfunded mandates.
- Protect and/or increase funding for specific programs and services.
- Protect and/or increase local government discretion.
- Advance approved policies such as the City's Statement of Values, the General Plan, or the Climate Action Plan.

Legislative Advocacy Position

To ensure that the City, and greater region, are able to meet the current transportation needs of the community, as well as plan for future needs, the City is advocating for the following positions:

- Support legislative, regulatory, and regional efforts to reduce the amount of traffic congestion on area freeways and County expressways.
- Support legislation that provides regional and local funding for diverse transportation projects, such as local streets and roads improvements, public transit, bicycle and pedestrian projects, intelligent transportation system improvements, corridor capacity improvements, and highway interchange improvements.
- Oppose efforts to reduce local government access to SB 1 local streets and roads funding.
- Support efforts to ensure accountability and fairness during the implementation of regional transportation ballot measures such as the VTA's 2016 Measure B program.
- Support regional efforts that will alleviate traffic congestion and promote alternative modes of transportation that benefit Santa Clara residents and businesses and that support the City's commitment to environmental sustainability.
- Monitor efforts to place regional transportation funding measures on the ballot for consideration by voters.

- Promote incentives to work from home.



SCHOOL MITIGATION FEES

Overview

State law authorizes school districts to levy development fees to pay for new school facilities and establishes the maximum fees that can be charged to developers that are building new residential and non-residential projects. This fee is updated every two years, as adjusted for inflation. Once the maximum rate is set by the State, it is the responsibility for each school district to establish its own rate.

The school fees are earmarked for improving and expanding school facilities to serve the school-age population that would be generated from new development. Land values and construction costs have dramatically increased since 1986 and the current adjusted maximum rate does not adequately mitigate the school impacts from new development.

Guiding Principles

The City of Santa Clara's guiding principles for legislative advocacy include and are not limited to:

- Support the League of California Cities and National League of Cities positions on priority bills that benefit Santa Clara.
- Protect local revenue sources and prevent unfunded mandates.
- Protect and/or increase funding for specific programs and services.
- Protect and/or increase local government discretion.
- Advance approved policies such as the City's Statement of Values, the General Plan, or the Climate Action Plan.

Legislative Advocacy Position

Santa Clara is committed to the ongoing production of needed housing within the City and ensuring the ability of school districts to meet the facility needs for a growing school-age population. As such, the City:

- Supports flexibility to consider increasing the allowable school mitigation fee level.
- Supports efforts by the State Legislature, and/or the State Allocation Board, to increase the rates to more realistically reflect current school facility costs.
- Supports efforts to index school mitigation fees, to ensure that the funding remains at a stable level.
- Supports other provisions to allow school districts to effectively mitigate the impacts of new development.



SUSTAINABILITY AND ENVIRONMENTAL LEGISLATION, REGULATIONS AND ISSUES

Overview

The City of Santa Clara is committed to creating a sustainable city for residents and businesses. The City strives to conduct its operations in a way that is environmentally conscious and promotes sustainability. The City is dedicated to collaborating with regional stakeholders to improve the air quality, water quality, and overall environmental quality of life for the residents and businesses of the City.

Guiding Principles

The City of Santa Clara's guiding principles for legislative advocacy include and are not limited to:

- Support the League of California Cities and National League of Cities positions on priority bills that benefit Santa Clara.
- Protect local revenue sources and prevent unfunded mandates.
- Protect and/or increase funding for specific programs and services.
- Protect and/or increase local government discretion.
- Advance approved policies such as the City's Statement of Values, the General Plan, or the Climate Action Plan.

Legislative Advocacy Position

Interest in sustainability and environmental issues, at both the state and federal levels, will likely result in new legislation and regulation changes that could significantly impact the City. Monitoring and advocacy efforts will be geared towards ensuring that emerging legislation and regulations align with the City's interests in providing sustainable services to its residents and businesses through the following:

- Support opportunities to further reform the California Environmental Quality Act process that support greater efficiency and transparency and alignment with objective environmental goals while protecting local land use authority.
- Monitor legislation related to vehicle miles traveled, in lieu of level of service, in relation to transportation impacts of projects.
- Monitor legislation related to energy related issues including renewable energy, energy efficiency and conservation, resiliency, smart grid solutions, energy storage, distributed energy and transportation electrification, among other things.
- Advocate for goals and policies that remain technology agnostic and commercially available, and avoid policies that choose specific technologies or energy procurement mandates that can lead to increased customer costs while discouraging innovation.
- Support legislation that removes barriers to the electrification of buildings and transportation and legislation that provides regulatory streamlining of reporting and other actions that also preserves local decision-making authority.

- Monitor legislation that may have a regional and local impact on greenhouse gas (GHG) emissions and advocate for effective and equitable approaches to emissions reduction.
- Support a comprehensive approach to climate policy that optimizes GHG reductions across multiple sectors (transportation, electricity, buildings, etc.)
- Advocate for the flexibility to optimize the portfolio of GHG emissions reduction opportunities identified in the City's Climate Action Plan and includes but not limited to new renewable energy and storage procurement, water conservation and energy efficiency, smart grid solutions, increase waste diversion, sustainable land use, increase tree canopy, building decarbonization, transportation electrification among other actions in the portfolio.
- Monitor legislation and water quality regulations related to contaminants of emerging concern.
- Monitor research and regulations on Per-and Poly-fluoroalkyl Substances (PFASs) and their impacts on the environment, drinking water, and firefighting foam.
- Oppose federal or state efforts to permit additional oil drilling off the California coast.
- Monitor legislation and regulatory efforts related to recycling and solid waste and advocate for legislation and regulations that enable mixed waste processing and composting to remain viable pathways for waste compliance.
- Support legislation and regulatory efforts that aid the City's Pretreatment Program, Fats, Oils & Grease (FOG) Inspection Program, and Operations and Maintenance of the sanitary sewer collections system.
- Support urban runoff pollution regulations, water conservation and recycling, and pollution controls that benefit the City.
- Monitor legislation and regulations related to the National Pollutant Discharge Elimination System and support efforts that are attainable and reflect local conditions and circumstances.
- Track the progress of the South Bay Salt Ponds Restoration Project and its proximity and potential impacts to the Regional Wastewater Facility, which Santa Clara jointly owns with the City of San Jose.
- Track the progress of the South San Francisco Bay Shoreline Study and support associated regional resiliency planning efforts to ensure that Santa Clara's infrastructure and community assets are considered and protected as the Bay Area plans and constructs resiliency projects.
- Support legislation, regulations, and funding to strengthen forest management and fire prevention activities and improve emergency preparedness and response. These include, but are not limited to, the modernization of vegetation and forest management practices for wildfire prevention and carbon sequestration and biomass production for energy, forest thinning, and other activities to improve the health of forests damaged by infestation of bark beetles, plant pathogens, drought, or other hazards that exponentially increase wildfire dangers.
- Work with regional partners to maintain the reliability of the water supply and water sustainability to support current customers and to allow for expected growth in the near future and beyond.
- Monitor legislation and regulations related to the San Jose/Santa Clara Regional Wastewater Facility (RWF) being the largest discharger to the San Francisco Bay. The RWF is regulated by the National Pollutant Discharge Elimination System permit under the Clean Water Act administered by San Francisco Bay Regional Water Quality Control

Board. New regulations are focused on Contaminants of Emerging Concern, Toxicity, and Nutrient Reduction.

- Support California Energy Commission (CEC) and California Public Utilities Commission (CPUC) to accelerate building and transportation decarbonization in the 2022 Title 24 part 6 (CalGreen) code.
- Support Work from Home Policies.
- Increase support for forest management to reduce wildfires which are increasing in numbers and destruction due to climate change.

MEMO

To: City of Santa Clara

From: Townsend Public Affairs, Inc.

Date: November 11, 2021

Subject: Legislative Update

Summary

This document is meant to provide a summary of legislation that was monitored on behalf of the City of Santa Clara during the 2021 Legislative Session. Where appropriate, Townsend Public Affairs has worked with the City to provide information on legislation, assess the potential impact of legislation to the City, and recommend positions that the City may wish to adopt on specific bills.

The information below is sorted by the Legislative Advocacy Position that is most relevant to the bill or activity.

COVID-19 Legislation LAP

AB 61 **(Gabriel D) Business pandemic relief.**

Status: 10/8/2021-Approved by the Governor. Chaptered by Secretary of State - Chapter 651, Statutes of 2021.

Summary: Would authorize the Department of Alcoholic Beverage Control, for a period of 365 days following the end of the state of emergency proclaimed by the Governor on March 4, 2020, in response to the COVID-19 pandemic, to permit licensees to exercise license privileges in an expanded license area authorized pursuant to a COVID-19 Temporary Catering Permit approved in accordance with the Fourth Notice of Regulatory Relief issued by the department. The bill would also authorize the department to extend the period of time during which the COVID-19 permit is valid beyond 365 days if the licensee has filed a pending application with the department for the permanent expansion of their premises before the 365-day time period expires. The bill would make these provisions effective only until July 1, 2024 and repeal them as of that date.

AB 339 **(Lee D) Local government: open and public meetings.**

Status: 10/7/2021-Vetoed by the Governor

Summary: The Ralph M. Brown Act requires that all meetings of a legislative body of a local agency be open and public and that all persons be permitted to attend and participate. Under existing law, a member of the legislative body who attends a meeting where action is taken in violation of this provision, with the intent to deprive

the public of information that the member knows the public is entitled to, is guilty of a crime. This bill would require local agencies to conduct meetings subject to the act consistent with applicable state and federal civil rights laws.

AB 361 (Rivas, Robert D) Open meetings: local agencies: teleconferences.

Status: 9/16/2021-Approved by the Governor. Chaptered by Secretary of State - Chapter 165, Statutes of 2021.

Summary: Would, until January 1, 2024, authorize a local agency to use teleconferencing without complying with the teleconferencing requirements imposed by the Ralph M. Brown Act when a legislative body of a local agency holds a meeting during a declared state of emergency, as that term is defined, when state or local health officials have imposed or recommended measures to promote social distancing, during a proclaimed state of emergency held for the purpose of determining, by majority vote, whether meeting in person would present imminent risks to the health or safety of attendees, and during a proclaimed state of emergency when the legislative body has determined that meeting in person would present imminent risks to the health or safety of attendees.

AB 845 (Rodriguez D) Disability retirement: COVID-19: presumption.

Status: 7/23/2021-Approved by the Governor. Chaptered by Secretary of State - Chapter 122, Statutes of 2021.

Summary: Current law prescribes various requirements for the organization and administration of public retirement systems, which typically provide pension, disability, and death benefits to their members. Current law provides that participants in certain membership categories may be entitled to special benefits if death or disability arises in the course of employment. The California Public Employees' Pension Reform Act of 2013 (PEPRA) generally requires a public retirement system to modify its plan or plans to comply with that act and establishes limits on defined benefit formulas and caps on pensionable compensation. This bill, until January 1, 2023, would create a presumption, applicable to the retirement systems that PEPRA regulates and to specified members in those systems, that would be applied to disability retirements on the basis, in whole or in part, of a COVID-19-related illness. In this circumstance, the bill would require that it be presumed the disability arose out of, or in the course of, the member's employment. The bill would authorize the presumption to be rebutted by evidence to the contrary, but unless controverted, the applicable governing board of a public retirement system would be required to find in accordance with the presumption.

SB 49 (Umberg D) Income taxes: credits: California Fair Fees Tax Credit.

Status: 2-Year Bill

Summary: The Personal Income Tax Law and the Corporation Tax Law allow various credits against the taxes imposed by those laws. This bill would allow a credit against those taxes for each taxable year beginning on or after January 1, 2021, and before January 1, 2026, to a taxpayer that meets certain criteria, including that the taxpayer temporarily ceased business operations for at least 30 consecutive days during the taxable year in response to an emergency order. The amount of credit would vary based on the number of consecutive days the qualified taxpayer has ceased business operations during the taxable year, with a maximum amount of \$6,000 if the qualified taxpayer has temporarily ceased business operations for at least 180 consecutive days.

- SB 64** **(Leyva D) Mobilehome parks: emergency relief: coronavirus (COVID-19).**
Status: 2-Year Bill
Summary: Would prohibit the management from terminating or attempting to terminate the tenancy of a homeowner or resident who is impacted by the coronavirus (COVID-19) pandemic on the grounds of failure of the homeowner or resident to comply with a reasonable rule or regulation of the park that is part of the rental agreement during a declared state of emergency or local emergency related to the coronavirus (COVID-19) pandemic, and during a 120-day time period after the state of emergency or local emergency is terminated. The bill would also require that any complaint for unlawful detainer against a homeowner or resident who is impacted by the coronavirus (COVID-19) pandemic clearly state on the first page of the complaint that it is subject to additional protections.
- SB 93** **(Committee on Budget and Fiscal Review) Employment: rehiring and retention: displaced workers: COVID-19 pandemic.**
Status: 4/16/2021-Approved by the Governor. Chaptered by Secretary of State. Chapter 16, Statutes of 2021.
Summary: Would, until December 31, 2024, require an employer, to offer its laid-off employees specified information about job positions that become available for which the laid-off employees are qualified, and to offer positions to those laid-off employees based on a preference system, in accordance with specified timelines and procedures. The bill would define the term “laid-off employee” to mean any employee who was employed by the employer for 6 months or more in the 12 months preceding January 1, 2020, and whose most recent separation from active service was due to a reason related to the COVID-19 pandemic, including a public health directive, government shutdown order, lack of business, a reduction in force, or other economic, nondisciplinary reason related to the COVID-19 pandemic. The bill would require an employer to keep records for 3 years, including records of communications regarding the offers.
- SB 314** **(Wiener D) Alcoholic beverages.**
Status: 10/8/2021-Approved by the Governor. Chaptered by Secretary of State. Chapter 656, Statutes of 2021.
Summary: Current law authorizes the issuance of a caterer’s permit, upon application to the Department of Alcoholic Beverage Control, to a licensee under an on-sale general license, an on-sale beer and wine license, a club license, or a veterans’ club license, that authorizes the holder of the permit to sell alcoholic beverages at specified locations and events, including, among others, conventions, sporting events, and trade exhibits. The department, pursuant to its powers and in furtherance of emergency declarations and orders of the Governor under the California Emergency Services Act regarding the spread of the COVID-19 virus, has prescribed temporary relief measures to suspend certain legal restrictions relating to, among other things, the expansion of a licensed footprint, sales of alcoholic beverages to-go, and delivery privileges. This bill would prohibit the authorization of a catering permit for use at any one premises for more than 36 events in one calendar year.
- SB 336** **(Ochoa Bogh R) Public health: COVID-19.**
Status: 10/4/2021-Approved by the Governor. Chaptered by Secretary of State. Chapter 487, Statutes of 2021.
Summary: Would require, when the State Department of Public Health issues a statewide order or mandatory guidance, or when a local health officer issues an order, related to preventing the spread of COVID-19, as defined, or protecting public health

against a threat of COVID-19, that they publish on their internet website the order or guidance and the date that the order or guidance takes effect. The bill would also require the department or local health officer to create an opportunity for local communities, businesses, nonprofit organizations, individuals, and others to sign up for an email distribution list relative to changes to the order or guidance.

Energy Legislation, Regulations, and Issues LAP

AB 418 (Valladares R) Emergency services: grant program.

Status: 10/4/2021-Vetoed by Governor.

Summary: Would establish the Community Power Resiliency Program (program), to be administered by the Office of Emergency Services, to support local governments' efforts to improve resiliency in response to power outage events. The bill would require the office to allocate funds, pursuant to an appropriation by the Legislature, to local governments, special districts, and tribes for various purposes relating to power resiliency, and would require certain entities, in order to be eligible for funding, to either describe the portion of their emergency plan that includes power outages or confirm that power outages will be included when the entity revises any portion of their emergency plan.

AB 1403 (Levine D) Emergency services.

Status: 10/5/2021-Vetoed by Governor.

Summary: The California Emergency Services Act authorizes the Governor to proclaim a state of emergency when specified conditions of disaster or extreme peril to the safety of persons and property exist and authorizes the Governor to exercise certain powers in response to that emergency. Current law defines the term "state of emergency" to mean a duly proclaimed existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by, among other things, fire, storm, or riot. This bill would additionally include a "deenergization event," defined as a planned power outage, within those conditions constituting a state of emergency.

SB 52 (Dodd D) State of emergency: local emergency: planned power outage.

Status: 10/6/2021-Approved by the Governor. Chaptered by Secretary of State. Chapter 597, Statutes of 2021.

Summary: Would define a 'deenergization event' as a planned power outage and would make a deenergization event one of those conditions constituting a local emergency, with prescribed limitations.

SB 99 (Dodd D) Community Energy Resilience Act of 2021.

Status: 2-year Bill

Summary: Current law establishes within the Natural Resources Agency the State Energy Resources Conservation and Development Commission. Current law assigns the commission various duties, including applying for and accepting grants, contributions, and appropriations, and awarding grants consistent with the goals and objectives of a program or activity the commission is authorized to implement or administer. This bill, the Community Energy Resilience Act of 2021, would require the commission to develop and implement a grant program for local governments to develop community energy resilience plans and expedite permit review of distributed energy resources by local governments.

SB 533

(Stern D) Electrical corporations: wildfire mitigation plans: deenergization events.

Status: 9/23/2021-Approved by the Governor. Chaptered by Secretary of State. Chapter 244, Statutes of 2021.

Summary: Would require that an electrical corporation's wildfire mitigation plan identify circuits that have frequently been deenergized to mitigate the risk of wildfire and the measures taken, or planned to be taken, by the electrical corporation to reduce the need for, and impact of, future deenergization of those circuits, including the estimated annual decline in circuit deenergization and deenergization impact on customers, and replacing, hardening, or undergrounding any portion of the circuit or of upstream transmission or distribution lines.

Housing LAP

AB 68

(Quirk-Silva D) Department of Housing and Community Development: California Statewide Housing Plan: annual reports.

Status: 9/28/2021-Approved by the Governor. Chaptered by Secretary of State - Chapter 341, Statutes of 2021.

Summary: Current law establishes the California Statewide Housing Plan, which serves as a state housing plan for all relevant purposes, that incorporates a statement of housing goals, policies, and objectives, as well as specified segments. Current law requires the Department of Housing and Community Development to update and provide a revision of the plan to the Legislature every 4 years. This bill would revise and recast those provisions related to the California Statewide Housing Plan. The bill would, starting with any update or revision to the plan on or after January 1, 2023, require the plan to include specified information, including, among other things, the number of affordable units needed to meet the state's affordable housing needs and recommendations for modernizing statutory and regulatory terminology. The bill would require the department to publish and make the plan available to the public on the department's internet website.

AB 71

(Rivas, Luz D) Homelessness funding: Bring California Home Act.

Status: 2-Year bill

Summary: The Personal Income Tax Law, in conformity with federal income tax law, generally defines gross income as income from whatever source derived and provides various exclusions from gross income. Current federal law, for purposes of determining a taxpayer's gross income for federal income taxation, requires that a person who is a United States shareholder of any controlled foreign corporation to include in their gross income the global intangible low-taxed income for that taxable year. This bill, for taxable years beginning on or after January 1, 2022, would include a taxpayer's global intangible low-taxed income in their gross income for purposes of the Personal Income Tax Law, in modified conformity with the above-described federal provisions.

AB 215

(Chiu D) Planning and Zoning Law: housing element: violations.

Status: 9/28/2021-Approved by the Governor. Chaptered by Secretary of State - Chapter 342, Statutes of 2021.

Summary: The Planning and Zoning Law requires a city or county to adopt a general plan for land use development within its boundaries that includes, among other things, a housing element. That law requires a planning agency, before adopting its housing element or amendment to its housing element, to submit a draft element or draft amendment to the Department of Housing and Community Development. This bill would require a local government to make the first draft revision of a housing element available for public comment for at least 30 days and, if any comments are received, take at least 10 additional business days to consider and incorporate public comments into the draft revision before submitting it to the department. The bill would require a local government to post any subsequent draft revision on its internet website and to email a link to the draft revision to individuals and organizations that have requested notices relating to the local government's housing element.

AB 345 (Quirk-Silva D) Accessory dwelling units: separate conveyance.

Status: 9/28/2021-Approved by the Governor. Chaptered by Secretary of State - Chapter 343, Statutes of 2021.

Summary: The Planning and Zoning Law authorizes a local agency to provide, by ordinance, for the creation of accessory dwelling units in single-family and multifamily residential zones and requires a local agency that has not adopted an ordinance to ministerially approve an application for an accessory dwelling unit, and sets forth required ordinance standards, including that the ordinance prohibit the sale or conveyance of the accessory dwelling unit separately from the primary residence. Current law, notwithstanding the prohibition described above, authorizes a local agency to, by ordinance, allow an accessory dwelling unit to be sold or conveyed separately from the primary residence to a qualified buyer if certain conditions are met. This bill would require each local agency to allow an accessory dwelling unit to be sold or conveyed separately from the primary residence to a qualified buyer if the above-described conditions are met.

AB 491 (Ward D) Housing: affordable and market rate units.

Status: 9/28/2021-Approved by the Governor. Chaptered by Secretary of State - Chapter 345, Statutes of 2021.

Summary: Would require that a mixed-income multifamily structure provide the same access to the common entrances, common areas, and amenities of the structure to occupants of the affordable housing units in the structure as is provided to occupants of the market-rate housing units. The bill would also prohibit a mixed-income multifamily structure from isolating the affordable housing units within the structure to a specific floor or an area on a specific floor.

AB 571 (Mayes I) Planning and zoning: density bonuses: affordable housing.

Status: 9/28/2021-Approved by the Governor. Chaptered by Secretary of State - Chapter 346, Statutes of 2021.

Summary: The Density Bonus Law requires a city or county to provide a developer that proposes a housing development in the city or county with a density bonus and other incentives or concessions for the production of lower income housing units, or for the donation of land within the development, if the developer agrees to, among other things, construct a specified percentage of units for very low income, low-income, or moderate-income households or qualifying residents, including lower income students. Current law requires the amount of a density bonus and the number of incentives or concessions a qualifying developer receives to be pursuant to a

certain formula based on the total number of units in the housing development. This bill would prohibit affordable housing impact fees, including inclusionary zoning fees and in-lieu fees, from being imposed on a housing development's affordable units.

AB 602

(Grayson D) Development fees: impact fee nexus study.

Status: 9/28/2021-Approved by the Governor. Chaptered by Secretary of State - Chapter 347, Statutes of 2021.

Summary: Current law requires a city, county, or special district that has an internet website to make available on its internet website certain information, including its current schedule of fees and exactions. This bill would require, on and after January 1, 2022, a city, county, or special district that conducts an impact fee nexus study to follow specific standards and practices, including, (1) that prior to the adoption of an associated development fee, an impact fee nexus study be adopted, (2) that the study identify the existing level of service for each public facility, identify the proposed new level of service, and include an explanation of why the new level of service is necessary, and (3) if the study is adopted after July 1, 2022, either calculate a fee levied or imposed on a housing development project proportionately to the square footage of the proposed units, or make specified findings explaining why square footage is not an appropriate metric to calculate the fees.

AB 721

(Bloom D) Covenants and restrictions: affordable housing.

Location: 9/28/2021- Approved by the Governor. Chaptered by Secretary of State - Chapter 349, Statutes of 2021.

Summary: Would make any recorded covenants, conditions, restrictions, or limits on the use of private or publicly owned land contained in any deed, contract, security instrument, or other instrument affecting the transfer or sale that restricts the number, size, or location of the residences that may be built on the property, or that restricts the number of persons or families who may reside on the property, unenforceable against the owner of an affordable housing development, as defined, if an approved restrictive covenant affordable housing modification document has been recorded in the public record, as provided, unless a specified exception applies.

AB 787

(Gabriel D) Planning and zoning: housing element: converted affordable housing units.

Status: 9/28/2021-Approved by the Governor. Chaptered by Secretary of State - Chapter 350, Statutes of 2021.

Summary: Current law requires the planning agency of a city or county to provide an annual report that includes specified information by April 1 of each year to specified entities, including the Department of Housing and Community Development. Existing law requires that this report include the progress in meeting the city's or county's share of regional housing needs and local efforts to remove governmental constraints to the maintenance, improvement, and development of housing. This bill would authorize a planning agency to include in its annual report, for up to 25% of a jurisdiction's moderate-income regional housing need allocation, the number of units in an existing multifamily building that were converted to deed-restricted rental housing for moderate-income households by the imposition of affordability covenants and restrictions for the unit.

AB 816

(Chiu D) Homelessness: Housing Trust Fund: housing projects.

Status: 9/29/2021-Approved by the Governor. Chaptered by Secretary of State - Chapter 396, Statutes of 2021.

Summary: Current federal law requires the Secretary of the United States Department of Housing and Urban Development to establish a Housing Trust Fund to provide grants to states to increase the supply of rental housing for extremely low and very low income families, including homeless families, and home ownership for extremely low and very low income families. Current law requires the department to collaborate with the California Housing Finance Agency to develop an allocation plan to demonstrate how the funds will be distributed, based on the priority housing needs identified in the state's consolidated plan, and to convene a stakeholder process to inform the development of the plan. Current law requires the allocation plan and program guidelines to prioritize projects based on enumerated factors such as the extent to which project rents are affordable. The department is required to submit this plan to the Assembly Committee on Housing and Community Development and the Senate Transportation and Housing Committees 30 days after receipt of the federal funds. This bill would require the department to prioritize funding for projects that serve people experiencing homelessness, to the extent that a sufficient number of projects exist.

AB 838 (Friedman D) State Housing Law: enforcement response to complaints.

Status: 9/28/2021-Approved by the Governor. Chaptered by Secretary of State - Chapter 351, Statutes of 2021.

Summary: Would, beginning July 1, 2022, require a city or county that receives a complaint of a substandard building or a lead hazard violation, from a tenant, resident, or occupant, or an agent of a tenant, resident, or occupant, to inspect the building, portion of the building intended for human occupancy, or premises of the building, document the lead hazard violations that would be discovered based upon a reasonably competent and diligent visual inspection of the property and identify any building, portion of a building intended for human occupancy, or premises on which such a building is located that is determined to be substandard. The bill would require the city or county to advise the owner or operator of each violation and of each action that is required to be taken to remedy the violation and to schedule a reinspection to verify correction of the violations.

AB 950 (Ward D) Department of Transportation: sales of excess real property: affordable housing, emergency shelters, and feeding programs.

Status: 2-year Bill

Summary: Would authorize the Department of Transportation to sell its excess real property to the city, county, or city and county where the real property is located if the city, county, or city and county agrees to use the real property for the sole purpose of implementing affordable housing, emergency shelters, or feeding programs. The bill would exempt these sales from the California Environmental Quality Act, except the department would be required to file a notice of exemption with the Office of Planning and Research and the county clerk of the county in which the real property is located.

AB 977 (Gabriel D) Homelessness program data reporting: Homeless Management Information System.

Status: 9/29/2021-Approved by the Governor. Chaptered by Secretary of State - Chapter 397, Statutes of 2021.

Summary: Would require, on or before January 1, 2023, that a grantee or entity operating specified state homelessness programs, including the No Place Like Home Program, as a condition of receiving state funds, to enter the collected data elements on the individuals and families it serves into its local Homeless Management

Information System, unless otherwise exempted by state or federal law. The bill would require the Homeless Coordinating and Financing Council to specify the format and disclosure frequency of the required data elements. The bill would apply the data entry requirements to all new state homelessness programs that commence on or after July 1, 2021. The bill would require the Homeless Coordinating and Financing Council to provide technical assistance to any grantee or entity that operates a program subject to the bill, if the grantee or entity does not already collect and enter into the local Homeless Management Information System the data elements required.

AB 989 (Gabriel D) Housing Accountability Act: appeals: Office of Housing Appeals.

Status: 2-year Bill

Summary: The Housing Accountability Act prohibits a local agency from disapproving, or conditioning approval in a manner that renders infeasible, specified housing development projects, including projects for very low, low-, or moderate-income households and projects for emergency shelters that comply with applicable, objective general plan, zoning, and subdivision standards and criteria in effect at the time the application for the project is deemed complete, unless the local agency makes specified written findings based on a preponderance of the evidence in the record. This bill would, until January 1, 2029, establish an Office of Housing Appeals (office) within the department, administered by the director of the department, to review housing development projects that are alleged to have been denied or subject to conditions in violation of the Housing Accountability Act. The bill would establish housing appeals panels, consisting of administrative law judges with specified qualifications, within the office.

AB 1017 (Quirk-Silva D) Public restrooms: Right to Restrooms Act of 2021.

Status: 2-year Bill

Summary: Would require each local government to complete an inventory of public restrooms owned and maintained by the local government, either directly or by contract, that are available to the general population in its jurisdiction. The bill would require local governments to report their findings to the State Department of Public Health, which would be required to compile the information in a report to the Legislature. The bill would require each local government to make its inventory available to agencies and service providers that work directly with homeless populations within the local government's jurisdiction and to make restroom location data available on its internet website.

AB 1029 (Mullin D) Housing elements: prohousing local policies.

Status: 9/28/2021-Approved by the Governor. Chaptered by Secretary of State - Chapter 353, Statutes of 2021.

Summary: Would add the preservation of affordable housing units through the extension of existing project-based rental assistance covenants to avoid the displacement of affected tenants and a reduction in available affordable housing units to the list of specified prohousing local policies.

AB 1304 (Santiago D) Affirmatively further fair housing: housing element: inventory of land.

Status: 9/28/2021-Approved by the Governor. Chaptered by Secretary of State - Chapter 357, Statutes of 2021.

Summary: Current law requires a public agency, as defined, to administer its

programs and activities relating to housing and community development in a manner to affirmatively further fair housing, and to not take any action that is materially inconsistent with this obligation. This bill would clarify that a local agency has a mandatory duty to comply with the obligation described above. The bill would specify that this provision is a clarification of current law and not to be deemed a change in previous law.

SB 5 (Atkins D) Affordable Housing Bond Act of 2022.

Status: 2-year Bill

Summary: Would enact the Affordable Housing Bond Act of 2022, which, if adopted, would authorize the issuance of bonds in the amount of \$6,500,000,000 pursuant to the State General Obligation Bond Law. Proceeds from the sale of these bonds would be used to fund affordable rental housing and homeownership programs. The bill would state the intent of the Legislature to determine the allocation of those funds to specific programs. This bill would provide for submission of the bond act to the voters at the November 8, 2022, statewide general election in accordance with specified law.

SB 7 (Atkins D) Environmental quality: Jobs and Economic Improvement Through Environmental Leadership Act of 2021.

Status: 5/20/2021-Approved by the Governor. Chaptered by Secretary of State. Chapter 19, Statutes of 2021.

Summary: Would enact the Jobs and Economic Improvement Through Environmental Leadership Act of 2021, which would reenact the former leadership act, with certain changes, and would authorize the Governor, until January 1, 2024, to certify projects that meet specified requirements for streamlining benefits related to CEQA. The bill would additionally include housing development projects meeting certain conditions as projects eligible for certification. The bill would, except for those housing development projects, require the quantification and mitigation of the impacts of a project from the emissions of greenhouse gases. The bill would revise and recast the labor-related requirements for projects undertaken by both public agencies and private entities. The bill would provide that the Governor is authorized to certify a project before the lead agency certifies the final EIR for the project.

SB 8 (Skinner D) Housing Crisis Act of 2019.

Status: 9/16/2021-Approved by the Governor. Chaptered by Secretary of State. Chapter 161, Statutes of 2021.

Summary: Would clarify, for various purposes of the Housing Crisis Act of 2019, that "housing development project" includes projects that involve no discretionary approvals, projects that involve both discretionary and nondiscretionary approvals, and projects that include a proposal to construct a single dwelling unit. The bill would specify that this clarification is declaratory of existing law, except that the clarification does not affect a project for which an application was submitted to the city, county, or city and county before January 1, 2022.

SB 9 (Atkins D) Housing development: approvals.

Status: 9/16/2021-Approved by the Governor. Chaptered by Secretary of State. Chapter 162, Statutes of 2021.

Summary: The Planning and Zoning Law provides for the creation of accessory dwelling units by local ordinance, or, if a local agency has not adopted an ordinance, by ministerial approval, in accordance with specified standards and conditions. This bill would require a proposed housing development containing no more than 2

residential units within a single-family residential zone to be considered ministerially, without discretionary review or hearing, if the proposed housing development meets certain requirements, including, that the proposed housing development would not require demolition or alteration of housing that is subject to a recorded covenant, ordinance, or law that restricts rents to levels affordable to persons and families of moderate, low, or very low income, that the proposed housing development does not allow for the demolition of more than 25% of the existing exterior structural walls, and that the development is not located within a historic district, is not included on the State Historic Resources Inventory, or is not within a site that is legally designated or listed as a city or county landmark or historic property or district.

City Position: Oppose

SB 10

(Wiener D) Planning and zoning: housing development: density.

Status: 9/16/2021-Approved by the Governor. Chaptered by Secretary of State. Chapter 163, Statutes of 2021.

Summary: Would, notwithstanding any local restrictions on adopting zoning ordinances, authorize a local government to adopt an ordinance to zone any parcel for up to 10 units of residential density per parcel, at a height specified in the ordinance, if the parcel is located in a transit-rich area or an urban infill site. The bill would prohibit a local government from adopting an ordinance pursuant to these provisions on or after January 1, 2029. The bill would specify that an ordinance adopted under these provisions, and any resolution to amend the jurisdiction's General Plan, ordinance, or other local regulation adopted to be consistent with that ordinance, is not a project for purposes of the California Environmental Quality Act. The bill would prohibit an ordinance adopted under these provisions from superceding a local restriction enacted or approved by a local initiative that designates publicly owned land as open-space land or for park or recreational purposes.

SB 290

(Skinner D) Density Bonus Law: qualifications for incentives or concessions: student housing for lower income students: moderate-income persons and families: local government constraints.

Status: 9/28/2021-Approved by the Governor. Chaptered by Secretary of State. Chapter 340, Statutes of 2021.

Summary: Current law requires the amount of a density bonus and the number of incentives or concessions a qualifying developer receives to be pursuant to a certain formula based on the total number of units in the housing development. This bill would require a unit designated to satisfy the inclusionary zoning requirements of a city or county to be included in the total number of units on which a density bonus and the number of incentives or concessions are based. The bill would require a city or county to grant one incentive or concession for a student housing development project that will include at least 20% of the total units for lower income students.

SB 477

(Wiener D) General plan: annual report.

Status: 10/5/2021-Vetoed by the Governor.

Summary: The Planning and Zoning Law requires a city or county to adopt a general plan for land use development within its boundaries that includes a housing element. That law requires the planning agency of a city or county to provide, by April 1 of each year, an annual report to, among other entities, the Department of Housing and Community Development that includes the number of applications submitted, the

location and total number of developments approved, the number of building permits issued, and the number of units constructed pursuant to a specific streamlined, ministerial approval process. This bill would, commencing January 1, 2024, require a planning agency to include in that annual report specified information on costs, standards, and applications for proposed housing development projects and specified information on housing development projects within the jurisdiction.

SB 478

(Wiener D) Planning and Zoning Law: housing development projects.

Status: 9/28/2021-Approved by the Governor. Chaptered by Secretary of State. Chapter 363, Statutes of 2021.

Summary: The Planning and Zoning Law requires the Department of Housing and Community Development to notify the city, county, or city and county, and authorizes the department to notify the Attorney General, that the city, county, or city and county is in violation of state law if the department finds that the housing element or an amendment to that element, or any specified action or failure to act, does not substantially comply with the law as it pertains to housing elements or that any local government has taken an action in violation of certain housing laws. This bill would prohibit a local agency, as defined, from imposing a floor area ratio standard that is less than 1.0 on a housing development project that consists of 3 to 7 units, or less than 1.25 on a housing development project that consists of 8 to 10 units.

SB 649

(Cortese D) Local governments: affordable housing: local tenant preference.

Status: 2-year Bill

Summary: Would establish a state policy supporting local tenant preferences for lower income households, , that are subject to displacement risk, and, further, permit local governments and developers in receipt of local or state funds, federal or state tax credits, or an allocation of tax-exempt private activity bonds designated for affordable rental housing to restrict occupancy by creating a local housing preference for lower income households subject to displacement risk. The bill, subject to certain requirements and limitations, would authorize a local government to allow a local tenant preference in an affordable housing rental development to reduce displacement of lower income households with displacement risk beyond local government boundaries by adopting a program that allows preferences in affordable rental housing acquired, constructed, preserved or funded with state or local funds or tax programs.

SCA 2

(Allen D) Public housing projects.

Status: 2-year bill

Summary: The California Constitution prohibits the development, construction, or acquisition of a low-rent housing project, , in any manner by any state public body until a majority of the qualified electors of the city, town, or county in which the development, construction, or acquisition of the low-rent housing project is proposed approve the project by voting in favor at an election. This measure would repeal these provisions.

Human Resources and Public Sector Employment LAP

AB 123 (**Gonzalez, Lorena D**) **Paid family leave: weekly benefit amount.**

Status: 9/28/2021-Vetoed by Governor.

Summary: Current law establishes, within the Unemployment Compensation Disability Fund program, a family temporary disability insurance program, also known as the paid family leave program, for the provision of wage replacement benefits for up to 8 weeks to workers who take time off work to care for a seriously ill family member or to bond with a minor child within one year of birth or placement. Current law defines “weekly benefit amount” for purposes of both employee contributions and benefits under this program to mean the amount of weekly benefits available to qualifying disabled individuals pursuant to unemployment compensation disability law, calculated pursuant to specified formulas partly based on the applicable percentage of the wages paid to an individual for employment by employers during the quarter of the individual’s disability base period in which these wages were highest, but not to exceed the maximum workers’ compensation temporary disability indemnity weekly benefit amount established by the Department of Industrial Relations. This bill would revise the formulas described above for periods of disability commencing after January 1, 2023, but before January 1, 2025, by redefining the weekly benefit amount to be equal to 65% or 75% of the wages paid to an individual for employment by employers during the quarter of the individual’s disability base period in which these wages were highest, divided by 13, but not exceeding the maximum workers’ compensation temporary disability indemnity weekly benefit amount established by the Department of Industrial Relations, depending on the amount of wages paid to the individual for employment by employers during the quarter of the individual’s disability base period in which these wages were highest.

SB 278 (**Leyva D**) **Public Employees’ Retirement System: disallowed compensation: benefit adjustments.**

Status: 9/27/2021-Approved by the Governor. Chaptered by Secretary of State. Chapter 331, Statutes of 2021.

Summary: The California Public Employees’ Pension Reform Act of 2013 (PEPRA) generally requires a public retirement system to modify its plan or plans to comply with the act. PEPRA establishes new defined benefit formulas and caps on pensionable compensation. This bill would establish new procedures under PERL for cases in which PERS determines that the benefits of a member or annuitant are, or would be, based on disallowed compensation that conflicts with PEPRA and other specified laws and thus impermissible under PERL. The bill would also apply these procedures retroactively to determinations made on or after January 1, 2017, if an appeal has been filed and the employee member, survivor, or beneficiary has not exhausted their administrative or legal remedies. At the threshold, after determining that compensation for an employee member reported by the state, school employer, or a contracting agency is disallowed, the bill would require the applicable employer to discontinue the reporting of the disallowed compensation.

SB 452 (**Gonzalez D**) **State government: Immigrant and Refugee Affairs Agency: Office of Immigrant and Refugee Affairs.**

Status: 2-year Bill

Summary: Current law designates 8 agencies in state government and requires the secretary of an agency to be generally responsible for the sound fiscal management of each department, office, or other unit within the agency. Current law further requires

the secretary of an agency to continually seek to improve the organization structure, the operating policies, and the management information systems of each department, office, or other unit. This bill would, until January 1, 2029, establish the Immigrant and Refugee Affairs Agency as an agency within state government, to be headed by a secretary who is appointed by the Governor and subject to Senate confirmation. The bill would specify that the purpose of the agency is to reduce obstacles and enhance immigrant integration into the social, cultural, economic, and civic life of the state.

Local Authority Over Wireless Telecommunications Facilities and Cable Services LAP

AB 14 (Aquiar-Curry D) Communications: California Advanced Services Fund: deaf and disabled telecommunications program: surcharges.

Status: 10/8/2021-Approved by the Governor. Chaptered by Secretary of State - Chapter 658, Statutes of 2021.

Summary: Under current law, the Public Utilities Commission has regulatory authority over public utilities, including telephone corporations. Current law requires the commission to develop, implement, and administer the California Advanced Services Fund (CASF) to encourage deployment of high-quality advanced communications services to all Californians that will promote economic growth, job creation, and the substantial social benefits of advanced information and communications technologies. Current law authorizes the commission to impose a surcharge to collect \$330,000,000 for deposit into the CASF beginning January 1, 2018 and continuing through the 2022 calendar year. Current law specifies the amount of surcharge revenues to be deposited into each account within the CASF, subject to appropriation by the Legislature. This bill would authorize the commission to impose the surcharge to fund the CASF until December 31, 2032.

AB 34 (Muratsuchi D) Broadband for All Act of 2022.

Status: 2-Year Bill

Summary: Would enact the Broadband for All Act of 2022, which, if approved by the voters, would authorize the issuance of bonds in the amount of \$10,000,000,000 pursuant to the State General Obligation Bond Law to support the 2022 Broadband for All Program that would be administered by the department for purposes of providing financial assistance for projects to deploy broadband infrastructure and broadband internet access services.

AB 41 (Wood D) Broadband infrastructure deployment.

Status: 10/8/2021-Approved by the Governor. Chaptered by Secretary of State - Chapter 659, Statutes of 2021.

Summary: Current law vests the Department of Transportation with full possession and control of state highways and associated property. Current law requires the department to notify companies and organizations working on broadband deployment on its internet website of specified department-led highway construction projects and authorizes those companies and organizations to collaborate with the department to install broadband conduits as part of those projects. This bill would require the department, as part of those projects that are funded by a specified item of the Budget Act of 2021 and are located in priority areas, to ensure that construction includes the installation of conduits capable of supporting optic communication cables.

SB 4

(Gonzalez D) Communications: California Advanced Services Fund.

Status: 10/8/2021-Approved by the Governor. Chaptered by Secretary of State. Chapter 671, Statutes of 2021.

Summary: Would require the Governor's Office of Business and Economic Development to coordinate with other relevant state and local agencies and national organizations to explore ways to facilitate streamlining of local land use approvals and construction permit processes for projects related to broadband infrastructure deployment and connectivity.

SB 378

(Gonzalez D) Local government: broadband infrastructure development project permit processing: microtrenching permit processing ordinance.

Status: 10/8/2021-Approved by the Governor. Chaptered by Secretary of State. Chapter 677, Statutes of 2021.

Summary: Would require a local agency to allow, except as provided, microtrenching for the installation of underground fiber if the installation in the microtrench is limited to fiber. The bill would also require a local agency with jurisdiction to approve excavations to adopt or amend existing policies, ordinances, codes, or construction rules to allow for microtrenching. The bill would provide that these provisions do not supersede, nullify, or otherwise alter the requirements to comply with specified safety standards. The bill would authorize a local agency to impose a fee for its reasonable costs on an application for a permit to install fiber. By imposing new duties on local agencies with regard to the installation of fiber, the bill would impose a state-mandated local program.

SB 556

(Dodd D) Street light poles, traffic signal poles: small wireless facilities attachments.

Status: 10/4/2021-Vetoed by Governor.

Summary: Would prohibit a local government or local publicly owned electric utility from unreasonably denying the leasing or licensing of its street light poles or traffic signal poles to communications service providers for the purpose of placing small wireless facilities on those poles. The bill would require that street light poles and traffic signal poles be made available for the placement of small wireless facilities under fair, reasonable, and nondiscriminatory fees. The bill would authorize a local government or local publicly owned electric utility to condition access to its street light poles or traffic signal poles on reasonable terms and conditions, including reasonable aesthetic and safety standards.

Public Safety LAP

AB 26

(Holden D) Peace officers: use of force.

Status: 9/30/2021-Approved by the Governor. Chaptered by Secretary of State - Chapter 403, Statutes of 2021.

Summary: Current law requires each law enforcement agency, on or before January 1, 2021, to maintain a policy that provides a minimum standard on the use of force. Current law requires that policy to require that officers report potential excessive force to a superior officer when present and observing another officer using force that the officer believes to be unnecessary, and to require that officers intercede when present and observing another officer using force that is clearly beyond that which is necessary. This bill would require those law enforcement policies to require those officers to immediately report potential excessive force.

AB 48

(Gonzalez, Lorena D) Law enforcement: use of force.

Status: 9/30/2021-Approved by the Governor. Chaptered by Secretary of State - Chapter 404, Statutes of 2021.

Summary: Would prohibit the use of kinetic energy projectiles or chemical agents by any law enforcement agency to disperse any assembly, protest, or demonstration, except in compliance with specified standards set by the bill, and would prohibit their use solely due to a violation of an imposed curfew, verbal threat, or noncompliance with a law enforcement directive. The bill would include in the standards for the use of kinetic energy projectiles and chemical agents to disperse gatherings the requirement that, among other things, those weapons only be used to defend against a threat to life or serious bodily injury to any individual, including a peace officer, or to bring an objectively dangerous and unlawful situation safely and effectively under control.

AB 89

(Jones-Sawyer D) Peace officers: minimum qualifications.

Status: 9/30/2021-Approved by the Governor. Chaptered by Secretary of State - Chapter 405, Statutes of 2021.

Summary: Current law requires the Commission on Peace Officer Standards and Training (POST) to establish a certification program for specified peace officers, including officers of the Department of the California Highway Patrol. Current law requires the commission to establish basic, intermediate, advanced, supervisory, management, and executive certificates for the purpose of fostering the education and experience necessary to perform general police service duties. Current law requires certificates to be awarded on the basis of a combination of training, education, experience, and other prerequisites, as determined by the commission. This bill would require the office of the Chancellor of the California Community Colleges to develop a modern policing degree program, with the commission and other stakeholders to serve as advisors and to submit a report on recommendations to the Legislature outlining a plan to implement the program on or before June 1, 2023.

AB 603

(McCarty D) Law enforcement settlements and judgments: reporting.

Status: 10/8/2021-Vetoed by Governor.

Summary: Would require municipalities to annually post on their internet websites specified information relating to settlements and judgments resulting from allegations of improper police conduct, including, among other information, amounts paid, broken down by individual settlement and judgment, and information on bonds used to finance use of force settlement and judgment payments. The bill would require the Transportation Agency to annually post the same information on its internet website regarding settlements and judgments against the Department of the California Highway Patrol.

AB 718

(Cunningham R) Peace officers: investigations of misconduct.

Status: 2-Year Bill

Summary: Would require a law enforcement agency or oversight agency to complete its investigation into an allegation of the use of force resulting in death or great bodily injury, sexual assault, discharge of a firearm, or dishonesty relating to the reporting, investigation, or prosecution of a crime or misconduct by another peace officer or custodial officer, despite the peace officer's or custodial officer's voluntary separation from the employing agency. The bill would require the investigation to result in a finding that the allegation is either sustained, not sustained, unfounded, or exonerated. The bill would also require an agency other than an officer's employing agency that conducts an investigation of these allegations to disclose its findings with

the employing agency no later than the conclusion of the investigation.

SB 2

(Bradford D) Peace officers: certification: civil rights.

Status: 9/30/2021-Approved by the Governor. Chaptered by Secretary of State. Chapter 409, Statutes of 2021.

Summary: Under current law, the Tom Bane Civil Rights Act, if a person or persons, whether or not acting under color of law, interferes or attempts to interfere, by threats, intimidation, or coercion, with the exercise or enjoyment by any individual or individuals of rights secured by the Constitution or laws of the United States, or of the rights secured by the Constitution or laws of this state, the Attorney General, or any district attorney or city attorney, is authorized to bring a civil action for injunctive and other appropriate equitable relief in the name of the people of the State of California, in order to protect the exercise or enjoyment of the right or rights secured. Current law also authorizes an action brought by the Attorney General, or any district attorney or city attorney, to seek a civil penalty of \$25,000. Current law also allows an individual whose exercise or enjoyment of rights has been interfered with to prosecute a civil action for damages on their own behalf. This bill would eliminate certain immunity provisions for peace officers and custodial officers, or public entities employing peace officers or custodial officers sued under the act.

SB 16

(Skinner D) Peace officers: release of records.

Status: 9/30/2021-Approved by the Governor. Chaptered by Secretary of State. Chapter 402, Statutes of 2021.

Summary: Current law makes peace officer and custodial officer personnel records and specified records maintained by any state or local agency, or information obtained from these records, confidential and prohibits these records from being disclosed in any criminal or civil proceeding except by discovery. Current law sets forth exceptions to this policy, including, among others, records relating to specified incidents involving the discharge of a firearm, sexual assault, perjury, or misconduct by a peace officer or custodial officer. Existing law makes a record related to an incident involving the use of force against a person resulting in death or great bodily injury subject to disclosure. Current law requires a state or local agency to make these excepted records available for inspection pursuant to the California Public Records Act, subject to redaction. This bill would make a sustained finding involving force that is unreasonable or excessive, and any sustained finding that an officer failed to intervene against another officer using unreasonable or excessive force, subject to disclosure.

SB 109

(Dodd D) Department of Forestry and Fire Protection: Office of Wildfire Technology Research and Development.

Status: 9/23/2021-Approved by the Governor. Chaptered by Secretary of State. Chapter 239, Statutes of 2021.

Summary: Current law requires the Office of Emergency Services and the Department of Forestry and Fire Protection to jointly establish and lead the Wildfire Forecast and Threat Intelligence Integration Center, and sets forth the functions and duties of the center, including serving as the state's integrated central organizing hub for wildfire forecasting. This bill would, until January 1, 2029, also establish the Office of Wildfire Technology Research and Development within the Department of Forestry and Fire Protection under the direct control of the Director of the department. The bill would make the office responsible for studying, testing, and advising regarding procurement of emerging technologies and tools in order to more

effectively prevent and suppress wildfires throughout the state, through specified activities, as provided.

Regional and Statewide Water Supply and Conservation LAP

- AB 100** (**Holden D**) **Drinking water: endpoint devices: lead content.**
Status: 10/8/2021-Approved by the Governor. Chaptered by Secretary of State - Chapter 692, Statutes of 2021.
Summary: The California Safe Drinking Water Act requires the State Water Resources Control Board to administer provisions relating to the regulation of drinking water to protect public health. Current law prohibits, with certain exceptions, the use of any pipe, pipe or plumbing fitting or fixture, solder, or flux that is not lead free in the installation or repair of any public water system or any plumbing in a facility providing water for human consumption. Current law defines “lead free” for purposes of conveying or dispensing water for human consumption to mean not more than 0.2% lead when used with respect to solder and flux and not more than a weighted average of 0.25% lead when used with respect to the wetted surfaces of pipes and pipe fittings, plumbing fittings, and fixtures. This bill would, commencing January 1, 2023, prohibit a person from manufacturing, and offering for sale in the state, an endpoint device that does not meet a certain lead leaching standard. The bill would, commencing July 1, 2023, prohibit a person from introducing into commerce or offering for sale in the state an endpoint device that does not meet that lead leaching standard.
- AB 271** (**Rivas, Robert D**) **Santa Clara Valley Water District: contracts: best value procurement.**
Status: 7/9/2021-Approved by the Governor. Chaptered by Secretary of State - Chapter 48, Statutes of 2021.
Summary: Current law authorizes certain local entities to select a bidder for a contract on the basis of “best value.” Existing law governs various types of contract procedures applicable to the Santa Clara Valley Water District and prescribes competitive bidding procedures for any improvement or unit of work over \$50,000. This bill would authorize the district, upon approval by the board of directors of the district, to award contracts on a best value basis for any work of the Anderson Dam project, defined to include prescribed activities and works of construction with regard to the Leroy Anderson Dam and Reservoir and certain fish and aquatic habitat measures described in a federal-state settlement agreement.
- SB 222** (**Dodd D**) **Water Rate Assistance Program.**
Status: 2-Year Bill
Summary: Would establish the Water Rate Assistance Fund in the State Treasury to help provide water affordability assistance, for both drinking water and wastewater services, to low-income ratepayers and ratepayers experiencing economic hardship in California. The bill would require the Department of Community Services and Development to develop and administer the Water Rate Assistance Program established by the bill.
- SB 273** (**Hertzberg D**) **Water quality: municipal wastewater agencies.**
Status: 9/23/2021-Approved by the Governor. Chaptered by Secretary of State. Chapter 241, Statutes of 2021.
Summary: Would authorize a municipal wastewater agency to enter into agreements

with entities responsible for stormwater management for the purpose of managing stormwater and dry weather runoff, , to acquire, construct, expand, operate, maintain, and provide facilities for specified purposes relating to managing stormwater and dry weather runoff, and to levy taxes, fees, and charges consistent with the municipal wastewater agency's existing authority in order to fund projects undertaken pursuant to the bill. The bill would require the exercise of any new authority granted under the bill to comply with the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000. The bill would require a municipal wastewater agency that enters into or amends one of these agreements after January 1, 2022, to file a copy of the agreement or amendment with the local agency formation commission in each county where any part of the municipal wastewater agency's territory is located but would exempt those agreements and amendments from local agency formation commission approval except as required by the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000.

SB 323 (Caballero D) Local government: water or sewer service: legal actions.

Status: 9/23/2021- Approved by the Governor. Chaptered by Secretary of State. Chapter 216, Statutes of 2021.

Summary: Current law prohibits a local agency from imposing fees for specified purposes, including fees for water or sewer connections, as defined, that exceed the estimated reasonable cost of providing the service for which the fee is charged, unless voter approval is obtained. Existing law provides that a local agency levying a new water or sewer connection fee or increasing a fee must do so by ordinance or resolution. Current law requires, for specified fees, including water or sewer connection fees, any judicial action or proceeding to attack, review, set aside, void, or annul an ordinance, resolution, or motion adopting a new fee or service charge or modifying an existing fee or service charge to be commenced within 120 days of the effective date of the ordinance, resolution, or motion according to specified procedures for validation proceedings. This bill would require any judicial action or proceeding to attack, review, set aside, void, validate, or annul an ordinance, resolution, or motion adopting, modifying, or amending water or sewer service fees or charges adopted after January 1, 2022, to be commenced within 120 days of the effective date or the date of final passage, adoption, or approval of the ordinance, resolution, or motion, whichever is later.

Regional Issues and Collaboration LAP

SB 60 (Glazer D) Residential short-term rental ordinances: health or safety infractions: maximum fines.

Status: 9/24/2021-Approved by the Governor. Chaptered by Secretary of State - Chapter 307, Statutes of 2021.

Summary: Current law sets specific monetary limits on the fines that may be imposed by city or county authorities for any violation of local building and safety codes that is an infraction, as prescribed. Current law requires a city or county levying fines pursuant to these provisions to establish a process for granting a hardship waiver in certain cases. This bill would, notwithstanding those provisions and with certain exceptions, raise the maximum fines for violation of an ordinance relating to a residential short-term rental, as defined, that is an infraction and poses a threat to health or safety, to \$1,500 for a first violation, \$3,000 for a 2nd violation of the same ordinance within one year, and \$5,000 for each additional violation of

the same ordinance within one year of the first violation. The bill would make these violations subject to the process for granting a hardship waiver.

SB 389

(Dodd D) Alcoholic beverages: retail on-sale license: off-sale privileges.

Status: 10/8/2021-Approved by the Governor. Chaptered by Secretary of State - Chapter 657, Statutes of 2021.

Summary: The Alcoholic Beverage Control Act, which is administered by the Department of Alcoholic Beverage Control, regulates the application, issuance, and suspension of alcoholic beverage licenses. Current law authorizes a person holding an on-sale general license, with respect to beer and wine, and any on-sale license, with respect to the particular beverage or beverages mentioned in the license, to exercise the rights and privileges granted by an off-sale beer and wine license. This bill would, until December 31, 2026, authorize the holder of an on-sale license for a bona fide public eating place that has off-sale privileges, or a licensed beer manufacturer, licensed wine manufacturer, or licensed craft distiller that operates a bona fide public eating place at its premises of production, to exercise additional off-sale rights and privileges, subject to specified requirements.

Regional Transportation Issues LAP

AB 43

(Friedman D) Traffic safety.

Status: 10/8/2021-Approved by the Governor. Chaptered by Secretary of State - Chapter 690, Statutes of 2021.

Summary: Current law establishes various default speed limits for vehicles upon highways. Current law authorizes state and local authorities to adjust these default speed limits based upon certain findings determined by an engineering and traffic survey. Existing law defines an engineering and traffic survey and prescribes specified factors that must be included in the survey, including prevailing speeds and road conditions. Current law authorizes local authorities to consider additional factors, including pedestrian and bicyclist safety. This bill would authorize local authorities to consider the safety of vulnerable pedestrian groups.

AB 773

(Nazarian D) Street closures and designations.

Status: 10/6/2021-Approved by the Governor. Chaptered by Secretary of State - Chapter 587, Statutes of 2021.

Summary: Would authorize a local authority to adopt a rule or regulation by ordinance to implement a slow street program, which may include closures to vehicular traffic or through vehicular traffic of neighborhood local streets with connections to citywide bicycle networks, destinations that are within walking distance, or green space. The bill would require the local authority to meet specified conditions to implement a slow street, including a determination that closure or traffic restriction is necessary for the safety and protection of persons using the closed or restricted portion of the street, conducting an outreach and engagement process, and clearly designating the closure or traffic restriction with specific signage.

AB 970

(McCarty D) Planning and zoning: electric vehicle charging stations: permit application: approval.

Status: 10/8/2021-Approved by the Governor. Chaptered by Secretary of State -

Chapter 710, Statutes of 2021.

Summary: Current law requires every city, county, and city and county to create an expedited, streamlined permitting process for electric vehicle charging stations and to adopt a checklist pursuant to which an applicant that satisfies the information requirements shall be deemed complete and therefore eligible for expedited review. This bill would clarify that these provisions apply to all cities, including charter cities.

AB 1401 (Friedman D) Residential and commercial development: remodeling, renovations, and additions: parking requirements.

Status: 2-Year Bill

Summary: Would prohibit a public agency in a county with a population of 600,000 or more from imposing a minimum automobile parking requirement, or enforcing a minimum automobile parking requirement, on residential, commercial, or other development if the development is located on a parcel that is within 1/2 mile of public transit. The bill would prohibit a public agency in a city with of 75,000 or more located in a county with a population of less than 600,000 from imposing a minimum automobile parking requirement, or enforcing a minimum automobile parking requirement, on residential, commercial, or other development if the project is located within 1/4 mile of public transit. The bill would create authorizations in this regard for a city or a county to which these prohibitions do not apply.

Sustainability and Environmental Legislation, Regulations, and Issues LAP

AB 332 (Committee on Environmental Safety and Toxic Materials) Hazardous waste: treated wood waste: management standards.

Status: 8/31/2021-Approved by the Governor. Chaptered by Secretary of State - Chapter 147, Statutes of 2021.

Summary: Current law, as part of the hazardous waste control laws, requires the Department of Toxic Substances Control to regulate the management and handling of hazardous waste. Under current law, certain wood waste that is exempt from regulation under the federal Resource Conservation and Recovery Act of 1976 is exempt from the hazardous waste control laws, if the wood waste is disposed of in a municipal landfill that meets certain requirements imposed pursuant to the Porter-Cologne Water Quality Control Act for the classification of disposal sites, and the landfill meets other specified requirements. A violation of the state's hazardous waste control laws, including a regulation adopted pursuant to those laws, is a crime. This bill would require a person managing treated wood waste to comply with the hazardous waste control laws or the management standards established in the bill, including standards for the reuse, storage, treatment, transportation, tracking, identification, and disposal of treated wood waste.

City Position: Support

AB 478 (Ting D) Solid waste: thermoform plastic containers: postconsumer thermoform recycled plastic: commingled rates.

Status: 2-Year Bill

Summary: Would, on and after January 1, 2024, would require the total thermoform

plastic containers sold by a producer, or purchased in a certain quantity, in the state to contain, on average, specified amounts of postconsumer thermoform recycled plastic, per year pursuant to a tiered plan that would require the total thermoform plastic containers to contain, on average, and depending on the recycling rate, no less than 20% or 30% postconsumer recycled plastic per year on and after June 1, 2030. The bill would exclude a person or company that produces, harvests, and packages an agricultural commodity on the site where the commodity is grown or raised from this requirement.

AB 480 **(Carrillo D) Hazardous materials.**

Status: 10/9/2021-Approved by the Governor. Chaptered by Secretary of State - Chapter 743, Statutes of 2021.

Summary: Current law requires a business that handles a hazardous material (handler), or an employee, authorized representative, agent, or designee of the handler, to, upon discovery, immediately report any release or threatened release of a hazardous material, or an actual release of a hazardous substance to the UPA and the Office of Emergency Services. Current law requires the office to adopt regulations implementing this requirement on or before January 1, 2022. This bill would revise that reporting requirement to require, for regulated facilities, a handler, or an employee, authorized representative, agent, or designee of the handler, to report a release or threatened release of a hazardous material, hazardous waste, or hazardous substance to the UPA and the office immediately upon discovery of the release or threatened release. The bill would require, for unregulated facilities, that reporting to be made upon the discovery of an actual release that results in an emergency response.

City Position: Support

AB 585 **(Rivas, Luz D) Climate change: Extreme Heat and Community Resilience Program.**

Status: 2-Year Bill

Summary: Would establish the Extreme Heat and Community Resilience Program for the purpose of coordinating state efforts and supporting local and regional efforts to mitigate the impacts of, and reduce the public health risks of, extreme heat and the urban heat island effect, and would require the Office of Planning and Research to administer the program through the Integrated Climate Adaptation and Resiliency Program.

AB 818 **(Bloom D) Solid waste: premoistened nonwoven disposable wipes.**

Status: 10/6/2021-Approved by the Governor. Chaptered by Secretary of State - Chapter 590, Statutes of 2021.

Summary: Would require certain premoistened nonwoven disposable wipes manufactured on or after July 1, 2022, to be labeled clearly and conspicuously with the phrase "Do Not Flush" and a related symbol. The bill would prohibit a covered entity, from making a representation about the flushable attributes, benefits, performance, or efficacy of those premoistened nonwoven disposable wipes. The bill would establish enforcement provisions, including authorizing a civil penalty not to exceed \$2,500 per day, up to a maximum of \$100,000 per violation, to be imposed on a covered entity who violates those provisions.

AB 1276 (Carrillo D) Single-use foodware accessories and standard condiments.

Status: 10/5/2021-Approved by the Governor. Chaptered by Secretary of State. Chapter 505, Statutes of 2021.

Summary: Would prohibit a food facility from providing any single-use foodware accessory or standard condiment, as defined, to a consumer unless requested by the consumer, as provided. The bill would prohibit those items from being bundled or packaged in a way that prohibits the consumer from taking only the item desired. The bill would authorize a food facility to ask a drive-through consumer, or a food facility located within a public airport to ask a walk-through consumer, if the consumer wants a single-use foodware accessory in specified circumstances. The bill would require a food facility using a third-party food delivery platform to list on its menu the availability of single-use foodware accessories and standard condiments and only provide those items when requested, as provided. The bill would exclude from these requirements correctional institutions, health care facilities, residential care facilities, and public and private school cafeterias.

SB 1 (Atkins D) Coastal resources: sea level rise.

Status: 9/23/2021-Approved by the Governor. Chaptered by Secretary of State. Chapter 236, Statutes of 2021.

Summary: The California Coastal Act of 1976 establishes the California Coastal Commission and provides for planning and regulation of development in the coastal zone. The act requires the commission, within 90 days after January 1, 1977, to adopt, after public hearing, procedures for the preparation, submission, approval, appeal, certification, and amendment of a local coastal program, including a common methodology for the preparation of, and the determination of the scope of, the local coastal programs. This bill would also include, as part of the procedures the commission is required to adopt, recommendations and guidelines for the identification, assessment, minimization, and mitigation of sea level rise within each local coastal program. The bill would delete the timeframe specified above by which the commission is required to adopt these procedures.

SB 83 (Allen D) Sea Level Rise Revolving Loan Program.

Status: 10/7/2021-Vetoed by the Governor.

Summary: Current law establishes in state government the Ocean Protection Council. Current law requires the council to establish policies to coordinate the collection, evaluation, and sharing of scientific data related to coastal and ocean resources among agencies. Current law establishes the State Coastal Conservancy with prescribed powers and responsibilities for implementing and administering various programs intended to preserve, protect, and restore the state's coastal areas. This bill would require the council, in consultation with the conservancy, to develop the Sea Level Rise Revolving Loan Program for purposes of providing low-interest loans to local jurisdictions for the purchase of coastal properties in their jurisdictions identified as vulnerable coastal property.

SB 619 (Laird D) Organic waste: reduction regulations: local jurisdiction compliance.

Status: 10/5/2021-Approved by the Governor. Chaptered by Secretary of State. Chapter 508, Statutes of 2021.

Summary: Current law requires the State Air Resources Board to complete, approve, and implement a comprehensive strategy to reduce emissions of short-lived climate pollutants in the state to achieve a reduction in the statewide emissions of methane by 40%. Current law requires the methane emissions reduction goals to include specified targets to reduce the landfill disposal of organics. Current law requires the Department

of Resources Recycling and Recovery, in consultation with the state board, to adopt regulations to achieve those targets for reducing organic waste in landfills, and authorizes those regulations to require local jurisdictions to impose requirements on generators or other relevant entities within their jurisdiction, to authorize local jurisdictions to impose penalties on generators for noncompliance, and to include penalties to be imposed by the department for noncompliance. This bill would authorize a local jurisdiction facing continuing violations that commence during the 2022 calendar year of those regulations to submit to the department no later than March 1, 2022, a notification of intent to comply.



2021 Q3 Legislative Action

Below is a summary of the actions that were taken during 2021 Q3 as they align to the City of Santa Clara's 2021 Legislative Advocacy Positions (LAPs), guiding principles for legislative advocacy, or approved City policies (e.g. City Council Goals and Priorities). The letters are attached to this document.

COVID-19 Legislation LAP

- September 27, 2021 Thank you letter to Governor Gavin Newsom, President pro Tempore Toni Atkins, Assembly Member Anthony Rendon, Senator Nancy Skinner as Chair of Senate Committee on Budget & Fiscal Review, and Assembly Member Phil Ting as Chair of Assembly Committee on Budget regarding COVID-19-relief to utility customers

Regional and State-wide Water Supply and Conservation LAP

- November 30, 2021 Support letter to Chief of Engineers of the U.S. Army Corps of Engineers, Assistant Secretary of the Army for Civil Works, and Acting Director of the Office of Management and Budget regarding infrastructure investment and Jobs Act funding for the South San Francisco Bay Shoreline Project.

Regional Transportation Issues LAP

- November 22, 2021 Support letter to U.S. Secretary of Transportation Pete Buttigieg regarding CCJPA's FY 2021-22 CRISI application for the Sacramento to Roseville Third Track Project

Sustainability and Environmental Legislation, Regulations and Issues LAP

- Online Elected Officials to Protect America (EOPA) Support letter to Governor Gavin Newsom regarding public health and climate protections



September 27, 2021

The Honorable Gavin Newsom
Governor, State of California
State Capitol, First Floor
Sacramento, CA 95814

The Honorable Nancy Skinner
Chair, Senate Committee on Budget & Fiscal Review
State Capitol, Room 5019
Sacramento, CA 95814

The Honorable Toni Atkins
President pro Tempore, State Senate
State Capitol, Room 205
Sacramento, CA 95814

The Honorable Phil Ting
Chair, Assembly Committee on Budget
State Capitol, Room 6026
Sacramento, CA 95814

The Honorable Anthony Rendon
Speaker, State Assembly
State Capitol, Room 219
Sacramento, CA 95814

Re: Thank You for Your Commitment to Helping Utility Customers Financially Impacted by COVID-19

Dear Governor Newsom, pro Tem Atkins, Speaker Rendon, and Budget Chairs Skinner and Ting:

On behalf of our not-for-profit, community owned water agencies and electric utilities and their customers, we want to thank you for your leadership in providing \$2 billion in the state budget to help utility customers financially impacted by COVID-19 address their past due water, wastewater, electric, and gas utility bills. Collectively, our organizations provide water and wastewater services to nearly 75 percent of the state and electric service to 25 percent of the state.

The COVID-19 pandemic and the associated public health measures, such as the requirement to stay at home, has had a tremendous economic impact for millions of Californians. Throughout the pandemic our organizations have continued to serve our communities to meet the needs of residents during these trying times, including suspending disconnections and late fees, and providing direct bill assistance when possible. Even so, many Californians struggled to pay their utility bills.

Under your leadership, this year's budget established the California Water and Wastewater Arrearages Payment Program to provide \$1 billion to help water and wastewater customers, and the California Arrearage Payment Program to provide \$1 billion to help electric and natural gas customers. Each program is administered in accordance with a distribution structure that is fast, efficient, and equitable. This funding will help millions of our customers in communities across the state.

We are now pleased to say the Community Services and Development Department and State Water Board are working quickly to implement the two arrearage programs. Thank you for your leadership and the committed work of your staff to make this happen.

Sincerely,

California Municipal Utilities Association
Imperial Irrigation District
Northern California Power Agency
Western Municipal Water District
City of Banning Electric Utility
Mesa Water District
East Valley Water District
Pasadena Water and Power
Irvine Ranch Water District
City of Lompoc
Eastern Municipal Water District
Los Angeles Department of Water & Power
Sacramento Department of Utilities
Modesto Irrigation District
Moreno Valley Utility
City of Redding Electric Utility

San Francisco Water Power Sewer
Anaheim Public Utilities
Burbank Water and Power
Truckee Donner Public Utility District
SMUD
Las Virgenes Municipal Water District
Alameda Municipal Power
Long Beach Water
Glendale Water & Power
East Bay Municipal Utility District
City of Roseville Utilities
Metropolitan Water District
City of Palo Alto Utilities
Municipal Water District of Orange County
City of Santa Clara Utilities

Cc: Keely Bosler, Director, Department of Finance
Angie Wei, Legislative Secretary, Governor Newsom
Kip Lipper, Chief Advisor on Energy and Environment, Pro Tem Atkins
Chris Woods, Budget Director, Pro Tem Atkins
Joe Stephenshaw, Staff Director, Senate Committee on Budget & Fiscal Review
Alf Brandt, General Counsel, Speaker Rendon
Gabrielle Zeps, Principal Consultant, Speaker Rendon
Jason Sisney, Budget Director, Speaker Rendon
Christian Griffiths, Chief Consultant, Assembly Committee on Budget

November 30, 2021

Lieutenant General Scott A. Spellmon
Chief of Engineers
U.S. Army Corps of Engineers
441 G Street, NW
Washington, DC 20314-1000

The Honorable Michael Connor
Assistant Secretary of the Army for Civil Works
108 Army Pentagon
Washington, DC 20310-0108

The Honorable Shalanda Young
Acting Director
Office of Management and Budget
725 17th Street, N.W.
Washington, DC 20503

Re: Infrastructure Investment and Jobs Act Work Plan

Dear General Spellmon, Assistant Secretary Connor, and Acting Director Young:

As mayors representing communities along the South San Francisco Bay Shoreline that are vulnerable to sea level rise and coastal flooding, we write to express our strong support for the South San Francisco Bay Shoreline Project (Shoreline Project) to receive funding under the Infrastructure Investment and Jobs Act.

The Infrastructure Investment and Jobs Act represents an unprecedented opportunity for the U.S. Army Corps of Engineers (Corps) to advance critical flood protection projects that further our shared goals of climate adaptation and environmental justice. The Shoreline Project serves those goals and more. The Phase I project, the majority of which has been ready for construction since 2019, will provide critical flood protection to thousands of residents in the disadvantaged community of Alviso, which sits 13 feet below sea level and has flooded many times, as well as the San José-Santa Clara Regional Wastewater Facility that serves much of Silicon Valley.

The Phase II feasibility study, currently underway, aims to provide protection for approximately 5,000 at-risk homes, businesses, and critical infrastructure in Palo Alto and Mountain View, including the Bay Area's fourth busiest airport; U.S. Highway 101, a critical artery that serves Silicon Valley; and the Palo Alto Regional Water Quality Control Plant. The Phase III feasibility study, which has yet to receive federal funding, will study a project to protect homes, businesses, and critical infrastructure in Mountain View and Sunnyvale, including leading Silicon Valley businesses like Google, Lockheed Martin, the NASA Ames Research Center, Moffett Airfield, the Sunnyvale Water Pollution Control Plant, the Sunnyvale Solid Waste Recycling and Transfer Station, and California State Route 237.

As your offices evaluate projects for inclusion in the Corps' work plan funded by the Infrastructure Investment and Jobs Act, we respectfully request your support for funding to

Lieutenant General Scott A. Spellmon
The Honorable Michael Connor
The Honorable Shalanda Young
Page 2 of 2

complete Phase I construction and to complete the Phase II and Phase III feasibility studies to avoid subsidies from restricted and limited municipal ratepayer funds. Specifically, we support the following:

- Shoreline Phase I: \$108.3 million, which includes \$91.2 million to complete construction of all five Reaches of the project and \$17.1 million for future phases of wetland restoration and monitoring and adaptive management.
- Shoreline Phase II: \$1.7 million to complete the feasibility study.
- Shoreline Phase III: \$1.5 million to fully fund the feasibility study.

Given the critical importance of protecting our communities – and the Silicon Valley region as a whole – against the ticking clock of climate change and sea level rise, and the Corps' significant influx of new Infrastructure Investment and Jobs Act funds expressly intended to advance projects like these, we strongly urge you to use these funds to complete the Phase I project and the Phases II and III feasibility studies. This is consistent with the funding provided by Congress for Shoreline Phase I construction under the Fiscal Year 2018 Bipartisan Budget Act and would allow this important project to move without delay through all five of its phases.

Thank you for your consideration.

Sincerely,



Sam Liccardo
Mayor
City of San José



Lisa M. Gillmor
Mayor
City of Santa Clara



Tom DuBois
Mayor
City of Palo Alto



Larry Klein
Mayor
City of Sunnyvale



Ellen Kamei
Mayor
City of Mountain View

Lieutenant General Scott A. Spellmon
The Honorable Michael Connor
The Honorable Shalanda Young
Page 2 of 2

Cc by e-mail:

The Honorable Dianne Feinstein, U.S. Senate
The Honorable Alex Padilla, U.S. Senate
The Honorable Zoe Lofgren, U.S. House of Representatives
The Honorable Ro Khanna, U.S. House of Representatives
The Honorable Anna Eshoo, U.S. House of Representatives
The Honorable Jimmy Panetta, U.S. House of Representatives



**City of
Santa Clara**
The Center of What's Possible

Mayor

Lisa M. Gillmor

Councilmembers

Anthony J. Becker
Raj Chahal
Karen Hardy
Suds Jain
Kevin Park
Kathy Watanabe

November 22, 2021

The Honorable Pete Buttigieg
Secretary of Transportation
U.S. Department of Transportation
1200 New Jersey Avenue, SE
Washington, DC 20590

Re: Sacramento to Roseville Third Mainline Track (Phase One) – Capitol Corridor Joint Powers Authority 2021 CRISI Application

Dear Transportation Secretary Buttigieg,

As Mayor of the City of Santa Clara and as Alternate Board Member of the Capitol Corridor Joint Powers Authority (CCJPA) Board of Directors, I am writing to express our support for CCJPA's FY2021-22 CRISI application for the Sacramento to Roseville Third Track Project (The Project) in Placer County/Sacramento County, CA. This is a critical project for the region as highway congestion trends to pre-pandemic levels and the demand for travel between Roseville, Sacramento, and the San Francisco Bay Area resumes. It is also a key investment outlined in the CCJPA Vision Implementation Plan and California State Rail Plan.

CCJPA has worked closely with its project partners for many years to make this project a reality. Phase I of the project includes the addition of 10 miles of third track to increase service from one to three round trips daily, as well as a new layover facility in Roseville. Receiving CRISI funds will enable us to close the project's funding gap and complete Phase I. Future phases of this project will enable Capitol Corridor to offer riders 10 round trips per day between Roseville and Sacramento.

The Project is an important component of the Northern California rail network, connecting the Placer/Sacramento areas to destinations throughout the Megaregion. This megaregional connectivity has been a growing trend and is projected to continue and even accelerate. Super-commutes of 50+ minutes are on the rise. In fact, more than 70 percent of Capitol Corridor passengers from Auburn/Roseville are traveling to points in the Bay Area. This project is an important early investment that aligns with the vision of the Link21 Program, an unprecedented effort being led by CCJPA and the Bay Area Rapid Transit District (BART) to transform Northern California's passenger rail network into a faster, more integrated system, providing safe, efficient, and affordable travel for people in the Sacramento area, greater San Francisco Bay Area, the Monterey Bay area, and the Northern San Joaquin Valley. By 2040, Link21 analysis shows that robust growth is expected across the Megaregion, with significant growth in trips from counties, such as Sacramento and Placer, increasing by 64% compared to 26% within the Bay Area. By shifting longer trips from highways to rail, greater vehicle-miles-traveled (VMT) reductions can be

achieved which correspond to reductions in greenhouse gas emissions, critical to meeting regional and state air quality goals and to combating climate change.

The Project, coupled with other improvements under Link21, will make the rail network more efficient and effective in meeting the growing transportation needs of the Megaregion. These improvements are synergistic; each investment leverages the other, augmenting previous benefits and unlocking additional benefits. Ultimately, these improvements will combine to transform the Northern California Megaregion's rail network.

Thank you for your consideration.

Sincerely,



Lisa M. Gillmor
Mayor
City of Santa Clara

cc: City Council
Deanna J. Santana, City Manager
CCJPA Board of Directors

Governor Gavin Newsom
1303 10th Street, Suite 1173
Sacramento, CA 95814

Dear: Governor Newsom

We, the undersigned elected officials, are deeply concerned about the immediate and long-term harms to the people we represent from climate change and pollution caused by the extraction, processing, and burning of fossil fuels.

California has made great progress by committing our electricity sector to be carbon-neutral by 2045 and supporting the Paris Agreement. We appreciate that you have made addressing climate change a priority of your administration. You have rightly said, “we must map out longer-term strategies...for California’s energy future, to ensure that the cost of climate change doesn’t fall on those least able to afford it.”

The science is clear that phasing out fossil fuel production is urgently needed to address climate change and protect public health. It is imperative that California issue no new permits and establish public health setbacks for existing oil and gas drilling. Production of oil and gas is a significant contributor to California’s greenhouse gas emissions.^{1,2} Yet California remains a top oil-producing state, and three-quarters of oil produced here is as climate-damaging as Canada’s tar sands crude oil.³ The disastrous consequences of fossil fuel production and burning from air pollution alone — not including escalating harms from droughts, fires, mudslides, storms, and sea level rise — already cost Californians more than 12,000 lives and \$100 billion dollars annually.⁴

Unfortunately, the worst costs of fossil fuels are falling on Californians least able to afford them, exacerbating environmental injustices. Nearly 8,500 active California oil and gas wells are located within 2,500 feet of homes, schools, and hospitals,⁵ where, according to the California Council on Science and Technology, exposure to toxic air contaminants and other pollution caused by oil and gas wells is a significant threat to public health.⁶ These harms disproportionately impact people of color and economically disadvantaged communities.⁷ Between 2011 and 2018, of the more than 21,000 new oil and gas wells permitted by the state, 76 percent are located in communities with above-average poverty rates for California, and 67 percent are located in communities of color.⁸

These harms are a bad deal for Californians. The oil and gas industry contributes less than 0.9 percent of California’s GDP and 0.2 percent of jobs,^{9,10} whereas transitioning away from fossil fuels to renewable energy and expanding electrification is a net job creator.^{11,12}

As governor of California, you have a historic opportunity to lead our nation and the world on a pivotal path away from fossil fuels. Recognizing that we are in a climate emergency, as you have acknowledged, and given the grave public health and environmental justice consequences of fossil fuel production in California, we respectfully urge you to make a new statewide commitment and lay out a plan to achieve the following:

- End the issuance of permits for new fossil fuel projects, including permits for new oil and gas wells, infrastructure for fossil fuels, and petrochemical projects in California.
- Design a swift, managed decline of all fossil fuel production, starting with a 2,500-foot human health and safety buffer zone around all homes, hospitals, schools, playgrounds,

and farms to protect public health and address the severe environmental injustice of production in low-income communities and communities of color.

- Commit the state to 100% clean, renewable energy in all sectors, starting with significant investments in disadvantaged communities and areas that are already suffering the most from the worst impacts of fossil fuel extraction and climate change.

Phasing out fossil fuel production is paramount to addressing climate change, and will make California healthier and safer. It will also create hundreds of thousands of jobs throughout the state as we increase investment in renewable energy, clean vehicles and buildings, energy efficiency, public transportation, and other innovative solutions.^{4,12} We must include a just transition for fossil fuel workers to help build the clean energy economy of tomorrow, reducing pollution and expanding opportunity for all.

We look to you to provide the leadership we need for a safe, healthy, and prosperous California.

Sincerely,

Members, EOPA California



Agenda Report

21-1605

Agenda Date: 12/7/2021

INFORMATIONAL REPORT TO COUNCIL

SUBJECT

Informational Report Regarding Bi-Yearly Project Status Report of the GIS Services Program

COUNCIL PILLAR

Deliver and Enhance High Quality Efficient Services and Infrastructure

BACKGROUND

On October 29, 2019, Arini Geographics was awarded a contract for Enterprise GIS Consulting Services. The contract was awarded as a three-year professional services agreement for the initial term of the contract, with the option of one additional two-year renewal term. Council has requested a bi-annual project status report of GIS services. This is the fourth report.

DISCUSSION

With location a common attribute across numerous city services and assets, the City's Enterprise GIS Program is a framework of people, process and technology enabling geospatial and asset information across departments to be managed in a single system. Integrating this information and making it available to staff and the public enables operational effectiveness, data-driven decision making, cross-departmental and regional coordination, citizen engagement and transparency.

Efforts are focused on both projects and day-to-day operations. Despite challenges encountered due to COVID-19, there is significant progress for the current reporting period.

Projects - Highlighted project accomplishments during this reporting timeframe:

| Project | Current Reporting Period | Next Reporting Period |
|-----------------------------------|--------------------------|-----------------------|
| infoMap 3.1 Upgrade | ✓ Completed | |
| Streets Sidewalks Inventory | ✓ Completed | |
| Mobile Map for PD | ✓ Completed | |
| Police Records Management | ✓ Completed | |
| Enterprise Permitting Integration | ✓ Completed | |
| Streets Speed Limit Upgrade | ✓ Completed | |
| Integrate 2020 Aerial Imagery | ✓ Completed | |
| Basemap Operations Dashboard | ✓ Completed | |
| Enterprise GIS Infrastructure | In Progress* | Completion Planned |
| Streets Trees Inventory | In Progress* | Completion Planned |
| Stadium COP V4 Upgrade | In Progress | Completion Planned |

| | | |
|------------------------------------|-------------|--------------------|
| Various EAM Integrations | In Progress | Completion Planned |
| Add high-resolution aerial imagery | In Progress | Completion Planned |

- Upgraded the new infoMap to version 3.1 which now includes functionality that helps City staff easily find information related to historic parcels and addresses, very useful for a multitude of City functions, especially permitting and public safety.
- Completed GIS inventory of over 423 miles of sidewalks lining the City streets, including segmentation by property boundaries (22,311 front of property sidewalk polygons). Also integrated a total of 4,123 ramp locations previously mapped, together with EAM-specific designed digital cartography (see the depiction below).



- Completed the Mobile (Multi-source) Map for 911 field operations, which is now running on all first responders Mobile Data Computers (MDC) and synchronized with the Computer Aided Dispatch (CAD) system.
- Completed Enterprise GIS integration and location awareness for the new records management system (RMS) for the Police Department, validating records location and significantly aiding research and reporting by various location-driven constraints and scenarios.
- Completed integration with the new Enterprise Permit Management System, which provides live location validation for new and more than 500,000 existing permit records, several ways of searching and mapping sites of interest, optimal routing for inspections, and an easy way to review historical records for properties and addresses through infoMap.
- Updated the speed limit attribute of the City Streets layer, based on the data from the new traffic signs inventory. The refresh improves the optimal routing functionality being used in public safety, traffic engineering, building inspection and code enforcement applications.
- Integrated the 2020 high-resolution aerial imagery into the City Enterprise GIS Basemap, also

available on infoMap 3.1 and MapSantaClara, <https://map.santaclaraca.gov>.

- Implemented a new Operations Dashboard available internally to City staff, which offers a near real-time visualization of edits done to the City Enterprise Basemap.

Planned activities over the next six months:

- Overhaul of the City Enterprise GIS Infrastructure with significant technology improvements to ensure higher availability and security, optimize performance and better support transactional GIS through multiple integrations. This major update is replacing the end-of-life underlaying technology, preventing potential business interruptions to the Enterprise GIS system and mission critical applications currently integrated with GIS (permitting, 911 dispatch, records management, publicly available apps and story maps, etc.). *Certain activities related to this effort will continue into the next reporting period to allow for a citywide engagement on the go-live event, the decommissioning of the previous GIS infrastructure and vendor assisted (Lucity/CentralSquare) EAM integration.
- Complete citywide GIS street trees inventory. Over 20,000 trees lining the city streets, including trees located on street medians and city property, have been mapped and photographed. Digital measurements of the tree height and canopy width have been recorded as attributes, the latter used to complete the EAM-oriented cartography (see depiction below). The measurement of the tree trunk diameter (also known as the diameter at breast height, DBH), requires more field sampling and, weather permitting, will continue into the next reporting period. *This activity does not affect the planned EAM integration tasks and timeline.



- Complete the upgrade to the Common Operational Picture providing live situational awareness to public safety activities related to events at the Levi's Stadium. This effort started in August 2021 to align with dependent technology upgrades and will continue to completion

throughout the next reporting period.

- Assist with the integration of the work order and computerized maintenance management system, part of the City's EAM, for most of the GIS inventories of Streets Division's asset classes: storm drain, traffic signs, city streets, sidewalks, streets and intersections.
- Add the 2021 high-resolution aerial imagery into the City Enterprise GIS Basemap, also available on infoMap 3.1 and MapSantaClara. This new natural color image is the result of the ongoing partnership with the County of Santa Clara, together with most of its constituent Cities and special districts, enabling the City to refresh this critical component of every map yearly at a very affordable price.

Day-to-Day Operations - Quality assurance and critical data updates are continually being performed in several areas:

Statistics and information related to Enterprise GIS activities can be found in the attached infographic (Attachment 1), indicating City Basemap updates since May 1, 2021, records count in the Enterprise Geospatial Repository (EGR) by department, as well as infoMap and MapSantaClara usage statistics by functionality and geography.

- City Enterprise GIS Basemap - specialized mapping system keeping track of the City's foundational map layers (addresses, streets, parcels, ownership, general plan and zoning designations, multiyear aerial imagery) and key-related attributes. From May 1, 2021 through October 31, 2021, over 2,500 addresses were updated.
- MapSantaClara - web-based application provides tailored GIS access and reporting functionality to the public. MapSantaClara received over 20,000 visits over the current reporting period.
- Open Data Geospatial Portal - web-based repository providing access to GIS data without the need to request such information, saving City staff time -<https://map.santaclaraca.gov/data>.
- Story Maps - specialized web-based GIS outlets that facilitate information dissemination and increase the level of service to the public, including Development Projects - <http://santaclaraca.gov/devprojects> and Live Traffic Cameras - <http://santaclaraca.gov/trafficcam>.
- Public Safety - many GIS interconnections and dedicated datasets both Fire and Police Departments, and are being maintained with regularity, including maps for the Computer Aided Dispatch (CAD) system and police mobile data computers (MDCs).
- Enterprise Asset Management (EAM) - key focus area enabling more effective management of City's assets to improve their utilization and performance, reduce capital and operational costs, and improve quality of service. City GIS is an integral part of the EAM Program as the system of record for all assets tracked.
- Regional GIS Collaboration and Coordination - collaboration with neighboring cities, the County of Santa Clara, and other government agencies to ensure regional timely and quality data acquisition and sharing. Through an ongoing agreement, City is receiving fresh annual high-

resolution aerial imagery, which is the foundational GIS layer for the City Basemap. A separate effort seeks standardization of GIS data layers for emergency response, including next 911 implementation.

- Steady State GIS - fulfilled numerous requests from various City departments, including a comprehensive analysis of potable and recycled water, sanitary sewer, and storm drain pipelines that categorized total length of pipelines by diameter and service areas, information which is being used for a citywide right-of-way fee study.

ENVIRONMENTAL REVIEW

This is an informational report only and no action is being taken by the City Council and no environmental review under the California Environmental Quality Act ("CEQA") is required.

FISCAL IMPACT

There is no cost to the City associated with this report other than administrative time and expense.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov.

RECOMMENDATION

Note and file the Informational Report regarding the Bi-Yearly Project Status Report of the GIS Services Program.

Reviewed by: Gaurav Garg, Director of Information Technology/CIO

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Infographic - Enterprise Geospatial Program Activity v2

Enterprise Geospatial Program Activity

May 1, 2021 - October 15, 2021

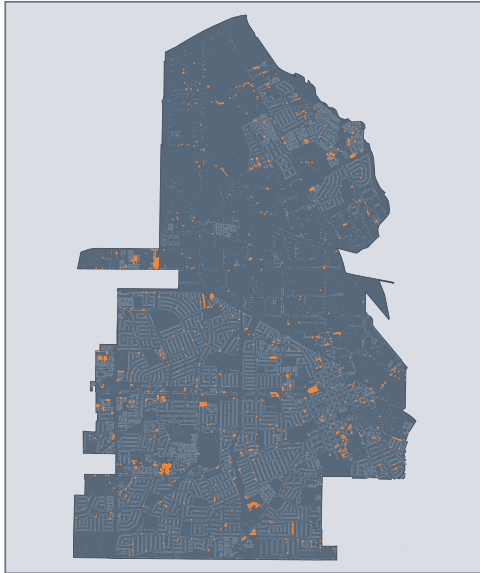
Enterprise Geospatial Repository

InfoMap (<http://infomap.santaclaraca.gov/>) provides City Staff easy access to up-to-date and accurate GIS data, and printable maps and reports. These services and their supporting data facilitate operations in land records, public works, fire services, emergency management, law enforcement, planning and development, elections, health and human services, and many others.

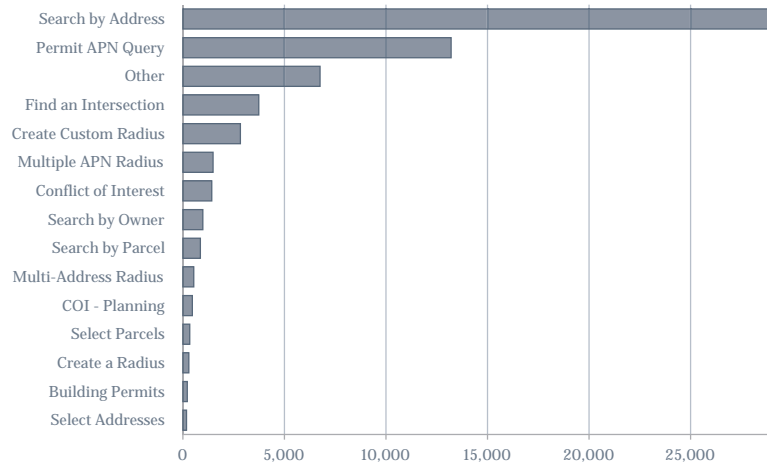
MapSantaClara (<https://map.santaclaraca.gov/>), an interactive city map, provides the City's residents, businesses, and developers with quick access to information about Santa Clara.

Addresses Updated

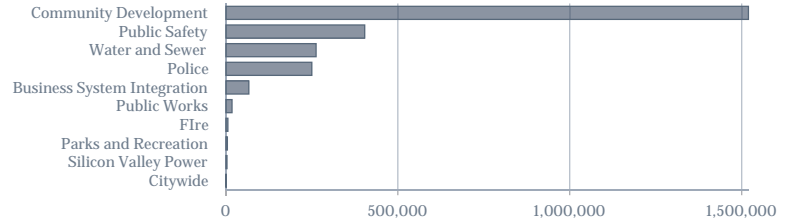
2,590 Address Updates



InfoMap Usage by Functionality



EGR Record Count by Department



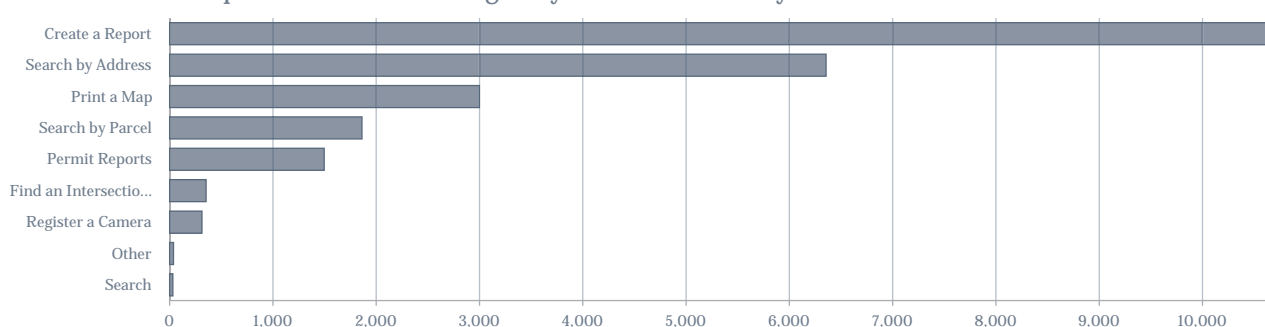
MapSantaClara Usage by County

18,656 visits/requests

| | |
|---------------|-------|
| Santa Clara | 13048 |
| Los Angeles | 5104 |
| Sacramento | 362 |
| San Francisco | 75 |
| Alameda | 34 |
| San Joaquin | 17 |
| Santa Barbara | 10 |
| San Diego | 6 |



MapSantaClara Usage by Functionality





Agenda Report

21-1683

Agenda Date: 12/7/2021

REPORT TO COUNCIL

SUBJECT

Action on Resolution Authorizing the City Manager to Execute Agreements and Other Necessary Documents for Participation in the National Prescription Opiate Litigation Settlement; Action to Authorize the City Manager to Negotiate and Execute Future Agreement(s) with the State or County for Use of Settlement Proceeds Without Further Council Action

COUNCIL PILLAR

Enhance Community Engagement and Transparency

BACKGROUND

On July 21, 2021, a proposed settlement was announced to resolve lawsuits against three large pharmaceutical distributors (McKesson, AmericourceBergen, and Cardinal Health) and Janssen (including Johnson & Johnson) ("Settlement Agreements"). Under the Settlement Agreements, the three large Distributors could pay up to \$21 billion and Janssen could pay up to \$5 billion to eligible counties and cities to resolve lawsuits nationwide.

The settlement arose out of litigation brought in Ohio by states and cities against pharmaceutical distributors and opioid manufacturers. The 3,800 litigants argued that the distributors and Janssen contributed to the national opioid crisis by ignoring signs of opioid addiction and overselling opioids.

California's share of the \$26 billion is approximately \$2.263 billion if all eligible counties and cities in California participate. The Distributor payments are spread over 18 years and the Janssen payments are spread over no more than nine years.

The state was tasked with developing a way to distribute the funds to cities and counties through an interstate allocation deal. Based on the interstate allocation agreements 15% of settlement funds will go to the State of California, 70% is reserved as future abatement funds ("Abatement Fund") allocated among all 431 eligible counties and cities that participate, and 15% is further allocated to only the eligible counties and cities that filed a lawsuit.

Counties and cities that receive money from the 70% abatement fund must spend the funds only on eligible abatement activities and expenditures, which are listed in Exhibit E of the Distributor and Janssen agreements (Attachment 4 & 5). Additionally, in California, 50% of the funds must be spend on High Impact Activities, which are listed in the Distributor and Janssen Subdivision agreements (Attachment 6 & 7) ("Subdivision Agreements"). Most of the abatement activities involve changes to medical treatment and prescriptions, counseling services, recovery services, supportive housing, etc., which are not services directly provided by the City of Santa Clara. Therefore, it is likely that the City will, in the future, like most other eligible cities in the County, assign its portion of the settlement

proceeds to the State or the County such that the funds may be used for the appropriate purposes.

If an eligible county or city does not participate in the settlement it could reduce the overall amount that all California counties and cities will receive, so it is in the collective best interest of all the eligible public entities to participate in the settlement..

Eligible counties and cities have until January 2, 2022 to sign and return the participation forms effectuating the entities' agreement. More information can be found and should be reviewed at www.nationalopioidsettlement.com <<http://www.nationalopioidsettlement.com>>

DISCUSSION

Despite not participating in the litigation against the opioid distributors and manufacturers, the City is eligible to receive payments through the proposed settlement. In Santa Clara County, only the County and the City of San Jose participated in the litigation. If the City accepts the settlement, it must release its claims against the opioid distributors and manufacturers and, in exchange, the City will receive funds that may be used to combat opioid abuse.

Counties and cities receiving funds must meet reporting requirements under the settlement agreements and the state-subdivision agreements, including annual reports to the California Department of Health Care Services, describing the expenditures. If the City chooses to assign its portion to the State or the County, the reporting obligation would likewise be transferred to the assignee entity.

Under the Subdivision Agreements, the City of Santa Clara would receive 0.067% of Abatement Funds for a weighted total of 0.0549723%. Assuming all 431 eligible counties and cities join both the Distributor and Janssen offers, the City may receive up to \$1,057,851 over 18 years. The amount received would decrease if fewer eligible entities participated in the settlement.

Funds received through the Abatement Fund must be spent on eligible abatement activities and expenditures, which are listed in Exhibit E of the Settlement Agreements. At least 50% of the funds received each year must be used for 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 that are disproportionately impacted by SUD;
- (4) Diversion of people from the justice system into treatment, including by providing training and resources to first responders 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.

ENVIRONMENTAL REVIEW

The action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378(b)(5) in that it is a

governmental organizational or administrative activity that will not result in direct or indirect changes in the environment.

FISCAL IMPACT

If the City participates in the Opioid settlement deal, up to \$1,057,851 may be received over an 18-year period to help treat opioid addiction. The total amount that the City would actually receive depends on how many eligible cities and counties participate in the settlement deal.

COORDINATION

This report was coordinated between the City Attorney's Office and City Manager's Office.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <<mailto:clerk@santaclaraca.gov>> or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

1. Adopt a Resolution Authorizing the City Manager to Execute Agreements and Other Necessary Documents for Participation in the National Prescription Opiate Litigation Settlement; and
2. Authorize the City Manager to Negotiate and Execute Future Agreement(s) with the State or County for Use of Settlement Proceeds Without Further Council Action.

Reviewed by: Sujata Reuter, Chief Assistant City Attorney

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Resolution
2. Distributor Settlement Participation Form
3. Janssen Settlement Participation Form
4. Proposed Distributor Settlement Agreement
5. Proposed Janssen Settlement Agreement
6. California Subdivision Agreement - Distributors
7. California Subdivision Agreement - Janssen

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA
APPROVING PARTICIPATION IN NATIONAL OPIOID
SETTLEMENT AGREEMENTS AND AUTHORIZING THE CITY
MANAGER TO EXECUTE THE RELATED PARTICIPATION
AGREEMENTS AND ANY OTHER NECESSARY DOCUMENT(S)**

BE IT RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

WHEREAS, a settlement was reached in multi-district litigation originating in Ohio, brought by states and cities against three opioid distributors—McKesson, Cardinal Health, and Amerisource Bergen—and opioid manufacturer Janssen; and

WHEREAS, the proposed settlement (Settlement) consists of an agreement with the opioid distributors and an agreement with Janssen; and

WHEREAS, the opioid distributors have offered \$21 billion to be paid over an 18-year period and Janssen has offered \$5 billion over a 7-year period to settle the opioid litigation; and

WHEREAS, under the Settlement, California is scheduled to receive between \$2.269 and \$2.34 billion, some of which will be distributed to cities and counties; and

WHEREAS, the City is eligible to participate in the Settlement and may receive payments in exchange for releasing its claims against the opioid distributors and Janssen; and

WHEREAS, participating in the settlement will enable the City to receive funds that may be used to treat opioid use and disorder; and

WHEREAS, the City desires to participate in the Settlement and authorize the City Manager to execute the attached agreements and any other document(s) necessary to receive settlement funds; and

WHEREAS, jurisdictions must opt-in to the Settlement before January 2, 2022.

NOW THEREFORE, BE IT FURTHER RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

1. That the City Council finds that all facts, findings, and conclusions set forth above are true and correct.

2. That the City Council finds that the City Manager or designee is authorized to execute the attached Settlement agreements and any other document(s) necessary to participate in the proposed settlement deal with the opioid distributors and with Janssen on behalf of the City of Santa Clara.

3. Effective date. This resolution shall become effective immediately.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE ____ DAY OF _____, 2021, BY THE FOLLOWING VOTE:

AYES: COUNCILORS:

NOES: COUNCILORS:

ABSENT: COUNCILORS:

ABSTAINED: COUNCILORS:

ATTEST: _____
NORA PIMENTEL, MMC
ASSISTANT CITY CLERK
CITY OF SANTA CLARA

Attachments incorporated by reference:

1. Distributor Settlement Participation Form
2. Janssen Settlement Participation Form
3. Proposed Distributor Settlement Agreement
4. Proposed Janssen Settlement Agreement
5. California Subdivision Agreement – Distributors
6. California Subdivision Agreement – Janssen

Thank you for registering your subdivision on the national settlement website and for considering participating in the proposed Settlement Agreement with McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation (collectively “Settling Distributors”). This virtual envelope contains a Participation Form for the settlement including a release of claims and a separate Signature Page for California’s Proposed State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds. Both documents in this envelope must be executed, without alteration, and submitted in order for your subdivision to be considered potentially “participating.”

The sign-on period for subdivisions ends on January 2, 2022. On or after that date, the states (in consultation with the subdivisions) and the Settling Distributors will determine whether the subdivision participation rate is sufficient for the settlement to move forward. If the deal moves forward, your release will become effective. If it does not, it will not.

As a reminder, if you have not already started your review of the settlement documentation, detailed information about the Settlements may be found at: <https://nationalopioidsettlement.com/>. This national settlement website also includes links to information about how the Settlements are being implemented in your state and how settlement funds will be allocated within your state, including information about, and links to, any applicable allocation agreement or legislation. This website will be supplemented as additional documents are created. California has also created a state-specific website which may be accessed here: <https://oag.ca.gov/opioids>. If you have questions, please contact OpioidSettlement-LocalGovernment@doj.ca.gov.

Settlement Participation Form

| | |
|---|------------------|
| Governmental Entity: Santa Clara city | State: CA |
| Authorized Signatory: Deanna J. Santana | |
| Address 1: 1500 warburton Avenue | |
| Address 2: | |
| City, State, Zip: Santa Clara | california 95050 |
| Phone: 408-241-6771 | |
| Email: Manager@SantaClaraCa.gov | |

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 July 21, 2021 (“Distributor Settlement”), and acting through the undersigned authorized official, hereby elects to participate in the Distributor Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Distributor 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 Distributor Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Distributor Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Distributor 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 Distributor Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Distributor Settlement.
7. The Governmental Entity has the right to enforce the Distributor Settlement as provided therein.



8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Distributor Settlement, including but not limited to all provisions of Part XI, 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 Distributor 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 Distributor 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 Distributor Settlement.
10. In connection with the releases provided for in the Distributor 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 Distributor Settlement.
11. Nothing herein is intended to modify in any way the terms of the Distributor Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Distributor Settlement in any respect, the Distributor Settlement controls.



I swear under penalty of perjury that I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: Deanna J. Santana

Title: City Manager

Date: _____



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

1. Introduction

Pursuant to the Distributor Settlement Agreement, dated as of July 21, 2021, and any revision thereto (the “Distributor Settlement Agreement”), including Section V and Exhibit O, the State of California proposes this agreement (the “CA Distributor Allocation Agreement”) to govern the allocation, distribution, and use of Settlement Fund payments made to California pursuant to Sections IV and V of the Distributor Settlement Agreement.¹ For the avoidance of doubt, this agreement does not apply to payments made pursuant to Sections IX or X of the Distributor Settlement Agreement.

Pursuant to Exhibit O, Paragraph 4, of the Distributor Settlement Agreement, acceptance of this CA Distributor 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 Distributor Settlement Agreement.
- b) *Janssen Settlement Agreement* means the Janssen Settlement Agreement dated July 21, 2021, and any revision thereto.
- c) *Litigating Special District* means a school district, fire protection district, health authority, health plan, or other special district that has filed a lawsuit against an Opioid Defendant. 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, and LA Care Health Plan.
- d) *Plaintiff Subdivision* means a Subdivision located in California, other than a 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.

¹ A parallel but separate agreement (the “CA Janssen Allocation Agreement”) will govern the allocation, distribution, and use of settlement fund payments under the Janssen Settlement Agreement. An eligible Subdivision may elect to participate in either the Distributor Settlement or the Janssen Settlement, or in both.

- e) *Opioid Defendant* means any defendant (including but not limited to 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 Distributor Settlement Agreement, as well as applicable law, and the Distributor Settlement Agreement governs over any inconsistent provision of this CA Distributor Allocation Agreement. Terms used in this CA Distributor Allocation Agreement have the same meaning as in the Distributor Settlement Agreement unless otherwise defined herein.

Pursuant to Section V(D)(1) of the Distributor Settlement Agreement, (a) all Settlement Fund payments will be used for Opioid Remediation, except as allowed by Section V(B)(2) of the Distributor 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 Distributor 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 Distributor 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

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.

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, 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 Distributor 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 Distributor 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 Distributor Settlement Agreement and this CA Distributor 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 Distributor 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 Distributor 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 Distributor Settlement Agreement and this CA Distributor 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 Distributor Settlement Agreement and this CA Distributor Allocation Agreement.
- b) If DHCS determines that a CA Participating Subdivision's use of CA Abatement Accounts Funds is inconsistent with the Distributor Settlement Agreement or this CA Distributor 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 Distributor Settlement Agreement or this CA Distributor 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 Distributor Settlement Agreement and this CA Distributor 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 Distributor Settlement Agreement and, if applicable, the Janssen 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(R), of the Distributor 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 Distributor Settlement, and if applicable, the Janssen 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 Distributor Settlement Agreement and, if applicable, the Janssen 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 Distributor Settlement Agreement and this CA Distributor 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 Distributor Settlement Agreement and this CA Distributor 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 Distributor Settlement Agreement, such information must also be reported to the Settlement Fund Administrator and the Distributors.
- 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 Distributor 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 Distributor Settlement Agreement, this CA Distributor 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 Distributor 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 Distributor Settlement Agreement, this agreement shall be governed by and interpreted in accordance with the laws of California.

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

I swear under penalty of perjury that I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: Deanna J. Santana

Title: City Manager

Date: _____



APPENDIX 1

DISCLAIMER: The allocation percentages herein are estimates only and should not be relied on for decisions regarding legal rights, releases, waivers, or other decisions affecting current or potential legal claims. Percentages shown in the Plaintiff Subdivision Percentage column may change pursuant to Section 4.C. of the California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds—Distributor 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.

APPENDIX 1

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

APPENDIX 1

| Participating Subdivision Classification | Participating Subdivision | County | Abatement Percentage | Plaintiff Subdivision Percentage | Weighted Allocation 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 | <i>Del Norte County</i> | Del Norte | 0.114% | 0.140% | 0.1189608% |
| County | <i>El Dorado County</i> | El Dorado | 0.768% | 0.939% | 0.7980034% |
| City | Placerville | El Dorado | 0.015% | | 0.0127642% |
| City | South Lake Tahoe | El Dorado | 0.081% | | 0.0665456% |
| County | <i>Fresno County</i> | Fresno | 1.895% | 2.318% | 1.9693410% |
| City | Clovis | Fresno | 0.065% | | 0.0536211% |
| City | Coalinga | Fresno | 0.012% | | 0.0098554% |
| City | Fresno | Fresno | 0.397% | | 0.3270605% |
| City | Kerman | Fresno | 0.005% | | 0.0042534% |
| City | Kingsburg | Fresno | 0.008% | | 0.0066167% |
| City | Mendota | Fresno | 0.002% | | 0.0019387% |
| City | Orange Cove | Fresno | 0.004% | | 0.0035607% |
| City | Parlier | Fresno | 0.008% | | 0.0069755% |
| City | Reedley | Fresno | 0.012% | | 0.0098804% |
| City | Sanger | Fresno | 0.018% | | 0.0146135% |
| City | Selma | Fresno | 0.015% | | 0.0127537% |
| County | <i>Glenn County</i> | Glenn | 0.107% | 0.131% | 0.1116978% |
| County | <i>Humboldt County</i> | Humboldt | 1.030% | 1.260% | 1.0703185% |

APPENDIX 1

| Participating Subdivision Classification | Participating Subdivision | County | Abatement Percentage | Plaintiff Subdivision Percentage | Weighted Allocation Percentage |
|--|----------------------------------|-------------|----------------------|----------------------------------|--------------------------------|
| City | Arcata | Humboldt | 0.054% | | 0.0447660% |
| City | Eureka | Humboldt | 0.117% | 0.143% | 0.1216284% |
| City | Fortuna | Humboldt | 0.032% | | 0.0266837% |
| County | <i>Imperial County</i> | Imperial | 0.258% | 0.315% | 0.2679006% |
| City | Brawley | Imperial | 0.011% | | 0.0087986% |
| City | Calexico | Imperial | 0.019% | | 0.0152799% |
| City | El Centro | Imperial | 0.158% | | 0.1302522% |
| City | Imperial | Imperial | 0.006% | | 0.0048791% |
| County | <i>Inyo County</i> | Inyo | 0.073% | 0.089% | 0.0754413% |
| County | <i>Kern County</i> | Kern | 2.517% | 3.079% | 2.6159145% |
| City | Arvin | Kern | 0.006% | | 0.0046425% |
| City | Bakersfield | Kern | 0.212% | | 0.1747198% |
| City | California City | Kern | 0.009% | | 0.0070820% |
| City | Delano | Kern | 0.030% | | 0.0249316% |
| City | McFarland | Kern | 0.003% | | 0.0025644% |
| City | Ridgecrest | Kern | 0.015% | | 0.0120938% |
| City | Shafter | Kern | 0.013% | | 0.0103417% |
| City | Tehachapi | Kern | 0.009% | | 0.0073580% |
| City | Wasco | Kern | 0.008% | | 0.0069861% |
| County | <i>Kings County</i> | Kings | 0.293% | | 0.2413469% |
| City | Avenal | Kings | 0.007% | | 0.0056335% |
| City | Corcoran | Kings | 0.013% | | 0.0107032% |
| City | Hanford | Kings | 0.027% | | 0.0226038% |
| City | Lemoore | Kings | 0.016% | | 0.0131900% |
| County | <i>Lake County</i> | Lake | 0.795% | | 0.6545389% |
| City | Clearlake | Lake | 0.041% | 0.050% | 0.0426253% |
| City | Lakeport | Lake | 0.021% | 0.026% | 0.0222964% |
| County | <i>Lassen County</i> | Lassen | 0.319% | 0.391% | 0.3320610% |
| City | Susanville | Lassen | 0.027% | | 0.0219295% |
| County | <i>Los Angeles County</i> | Los Angeles | 13.896% | 16.999% | 14.4437559% |

APPENDIX 1

| 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% |

APPENDIX 1

| 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% |

APPENDIX 1

| Participating Subdivision Classification | Participating Subdivision | County | Abatement Percentage | Plaintiff Subdivision Percentage | Weighted Allocation 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 | <i>Madera County</i> | Madera | 0.349% | 0.427% | 0.3630669% |
| City | Chowchilla | Madera | 0.012% | | 0.0097332% |
| City | Madera | Madera | 0.039% | | 0.0318441% |
| County | <i>Marin County</i> | Marin | 0.564% | 0.690% | 0.5861325% |
| City | Larkspur | Marin | 0.015% | | 0.0124697% |
| City | Mill Valley | Marin | 0.020% | | 0.0168401% |
| City | Novato | Marin | 0.028% | | 0.0229824% |
| City | San Anselmo | Marin | 0.009% | | 0.0078062% |
| City | San Rafael | Marin | 0.089% | | 0.0729823% |
| County | <i>Mariposa County</i> | Mariposa | 0.084% | 0.103% | 0.0876131% |
| County | <i>Mendocino County</i> | Mendocino | 0.439% | 0.536% | 0.4558394% |
| City | Ukiah | Mendocino | 0.039% | | 0.0317153% |

APPENDIX 1

| Participating Subdivision Classification | Participating Subdivision | County | Abatement Percentage | Plaintiff Subdivision Percentage | Weighted Allcation Percentage |
|---|----------------------------------|---------------|---------------------------------|---|--|
| County | <i>Merced County</i> | Merced | 0.551% | 0.674% | 0.5724262% |
| City | Atwater | Merced | 0.024% | | 0.0195846% |
| City | Livingston | Merced | 0.006% | | 0.0045873% |
| City | Los Banos | Merced | 0.020% | | 0.0165142% |
| City | Merced | Merced | 0.061% | | 0.0500762% |
| County | <i>Modoc County</i> | Modoc | 0.065% | 0.080% | 0.0678250% |
| County | <i>Mono County</i> | Mono | 0.023% | 0.029% | 0.0242606% |
| County | <i>Monterey County</i> | Monterey | 0.908% | 1.111% | 0.9437083% |
| City | Greenfield | Monterey | 0.006% | | 0.0050552% |
| City | King City | Monterey | 0.005% | | 0.0037355% |
| City | Marina | Monterey | 0.017% | | 0.0144098% |
| City | Monterey | Monterey | 0.041% | | 0.0336540% |
| City | Pacific Grove | Monterey | 0.009% | | 0.0074842% |
| City | Salinas | Monterey | 0.094% | | 0.0776576% |
| City | Seaside | Monterey | 0.023% | | 0.0191772% |
| City | Soledad | Monterey | 0.007% | | 0.0060870% |
| County | <i>Napa County</i> | Napa | 0.288% | 0.352% | 0.2994325% |
| City | American Canyon | Napa | 0.017% | | 0.0136869% |
| City | Napa | Napa | 0.078% | | 0.0642783% |
| County | <i>Nevada County</i> | Nevada | 0.441% | 0.539% | 0.4579827% |
| City | Grass Valley | Nevada | 0.024% | | 0.0197805% |
| City | Truckee | Nevada | 0.003% | | 0.0023843% |
| County | <i>Orange County</i> | 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% |

APPENDIX 1

| 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% |

APPENDIX 1

| Participating Subdivision Classification | Participating Subdivision | County | Abatement Percentage | Plaintiff Subdivision Percentage | Weighted Allcation Percentage |
|---|----------------------------------|---------------|---------------------------------|---|--|
| City | Roseville | Placer | 0.196% | | 0.1616559% |
| County | <i>Plumas County</i> | Plumas | 0.205% | 0.251% | 0.2128729% |
| County | <i>Riverside County</i> | 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 | <i>Sacramento County</i> | Sacramento | 3.797% | 4.645% | 3.9465887% |

APPENDIX 1

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

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

APPENDIX 1

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

APPENDIX 1

| Participating Subdivision Classification | Participating Subdivision | County | Abatement Percentage | Plaintiff Subdivision Percentage | Weighted Allocation 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 | <i>Santa Cruz County</i> | Santa Cruz | 0.783% | 0.957% | 0.8135396% |
| City | Capitola | Santa Cruz | 0.020% | | 0.0168191% |
| City | Santa Cruz | Santa Cruz | 0.143% | | 0.1180348% |
| City | Scotts Valley | Santa Cruz | 0.015% | | 0.0126525% |
| City | Watsonville | Santa Cruz | 0.063% | | 0.0520136% |
| County | <i>Shasta County</i> | Shasta | 1.095% | 1.339% | 1.1380191% |
| City | Anderson | Shasta | 0.024% | | 0.0198896% |
| City | Redding | Shasta | 0.284% | | 0.2334841% |
| City | Shasta Lake | Shasta | 0.004% | | 0.0031993% |
| County | <i>Siskiyou County</i> | Siskiyou | 0.228% | 0.279% | 0.2373393% |
| County | <i>Solano County</i> | Solano | 0.760% | | 0.6260795% |
| City | Benicia | Solano | 0.031% | | 0.0253903% |
| City | Dixon | Solano | 0.016% | | 0.0130849% |
| City | Fairfield | Solano | 0.109% | | 0.0897317% |
| City | Suisun City | Solano | 0.021% | | 0.0176183% |
| City | Vacaville | Solano | 0.119% | | 0.0976497% |
| City | Vallejo | Solano | 0.167% | | 0.1373644% |
| County | <i>Sonoma County</i> | Sonoma | 1.218% | 1.490% | 1.2661290% |
| City | Healdsburg | Sonoma | 0.032% | | 0.0266929% |
| City | Petaluma | Sonoma | 0.081% | | 0.0667507% |

APPENDIX 1

| Participating Subdivision Classification | Participating Subdivision | County | Abatement Percentage | Plaintiff Subdivision Percentage | Weighted Allocation 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% |

APPENDIX 1

| Participating Subdivision Classification | Participating Subdivision | County | Abatement Percentage | Plaintiff Subdivision Percentage | Weighted Allcation Percentage |
|---|----------------------------------|---------------|---------------------------------|---|--|
| City | Oxnard | Ventura | 0.156% | 0.190% | 0.1617338% |
| City | Port Hueneme | Ventura | 0.021% | | 0.0174145% |
| City | San Buenaventura (Ventura) | Ventura | 0.085% | | 0.0702181% |
| City | Santa Paula | Ventura | 0.014% | | 0.0119072% |
| City | Simi Valley | Ventura | 0.065% | | 0.0533043% |
| City | Thousand Oaks | Ventura | 0.022% | | 0.0179902% |
| County | <i>Yolo County</i> | Yolo | 0.357% | 0.437% | 0.3713319% |
| City | Davis | Yolo | 0.055% | | 0.0451747% |
| City | West Sacramento | Yolo | 0.066% | | 0.0544321% |
| City | Woodland | Yolo | 0.058% | | 0.0477904% |
| County | <i>Yuba County</i> | Yuba | 0.214% | 0.262% | 0.2225679% |
| City | Marysville | Yuba | 0.014% | | 0.0112079% |

APPENDIX 2

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 paid or incurred (i) prior to July 21, 2021 in litigation against any Opioid Defendant and/or (ii) in negotiating and drafting this CA Distributor Allocation Agreement. 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 Distributor Settlement Agreement or Section XI and Exhibit R of the Janssen 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 a National Opioid Settlement with Distributors, Johnson & Johnson, and others.
- 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 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.
- 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 Distributor Agreement.
- vii. A member of the Plaintiff Subdivision Committee, which is a CA Participating Subdivision, will submit to the Settlement Fund Administrator and the Distributors a

report of the fees and expenses incurred by the Special Master pursuant to Section V.B.2 of the Distributor 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 Distributor Settlement Agreement and the Janssen 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 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.

- 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.

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 Distributors Settlement and their counsel.

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

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

Pursuant to this Backstop Agreement, [SUBDIVISION] may, subject to the limitations of the Distributor Settlement Agreement and CA Distributor Allocation Agreement, as well as any other limitations imposed by law, use funds that it receives from the Distributor 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 Distributors Settlement.

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

Thank you for registering your subdivision on the national settlement website and for considering participating in the proposed Settlement Agreement with Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc. (collectively “Janssen”). This virtual envelope contains a Participation Form for the settlement including a release of claims and a separate Signature Page for California’s Proposed State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds. Both documents in this envelope must be executed, without alteration, and submitted in order for your subdivision to be considered potentially “participating.”

The sign-on period for subdivisions ends on January 2, 2022. On or after that date, the states (in consultation with the subdivisions) and Janssen will determine whether the subdivision participation rate is sufficient for the settlement to move forward. If the deal moves forward, your release will become effective. If it does not, it will not.

As a reminder, if you have not already started your review of the settlement documentation, detailed information about the Settlements may be found at: <https://nationalopioidsettlement.com/>. This national settlement website also includes links to information about how the Settlements are being implemented in your state and how settlement funds will be allocated within your state, including information about, and links to, any applicable allocation agreement or legislation. This website will be supplemented as additional documents are created. California has also created a state-specific website which may be accessed here: <https://oag.ca.gov/opioids>. If you have questions, please contact OpioidSettlement-LocalGovernment@doj.ca.gov.

Settlement Participation Form

| | |
|---|------------------|
| Governmental Entity: Santa Clara city | State: CA |
| Authorized Signatory: Deanna J. Santana | |
| Address 1: 1500 warburton Avenue | |
| Address 2: | |
| City, State, Zip: Santa Clara | california 95050 |
| Phone: 408-241-6771 | |
| Email: Manager@SantaClaraCa.gov | |

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 July 21, 2021 (“Janssen Settlement”), and acting through the undersigned authorized official, hereby elects to participate in the Janssen Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Janssen 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 Janssen Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Janssen Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Janssen 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 Janssen Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Janssen Settlement.
7. The Governmental Entity has the right to enforce the Janssen Settlement as provided therein.



8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Janssen Settlement, including but not limited to all provisions of Section IV (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 Janssen 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 Janssen Settlement shall be a complete bar to any Released Claim.
9. In connection with the releases provided for in the Janssen 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 Janssen Settlement.

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



I swear under penalty of perjury that I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: Deanna J. Santana

Title: City Manager

Date: _____



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

1. Introduction

Pursuant to the Janssen Settlement Agreement, dated as of July 21, 2021, and any revision thereto (the “Janssen Settlement Agreement”), including Section VI and Exhibit O, the State of California proposes this agreement (the “CA Janssen Allocation Agreement”) to govern the allocation, distribution, and use of Settlement Fund payments made to California pursuant to Sections V and VI of the Janssen Settlement Agreement.¹ For the avoidance of doubt, this agreement does not apply to payments made pursuant to Sections X or XI of the Janssen Settlement Agreement.

Pursuant to Exhibit O, Paragraph 4, of the Janssen Settlement Agreement, acceptance of this CA Janssen 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 Janssen Settlement Agreement.
- b) *Distributor Settlement Agreement* means the Distributor Settlement Agreement dated July 21, 2021, and any revision thereto.
- c) *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, and LA Care Health Plan.
- d) *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.
- e) *Opioid Defendant* means any defendant (including but not limited to Johnson & Johnson, Janssen Pharmaceuticals, Inc., Purdue Pharma L.P., Cardinal Health, Inc.,

¹ A parallel but separate agreement (the “CA Distributor Allocation Agreement”) will govern the allocation, distribution, and use of settlement fund payments under the Distributor Settlement Agreement. An eligible Subdivision may elect to participate in either the Distributor Settlement or the Janssen Settlement, or in both.

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 Janssen Settlement Agreement, as well as applicable law, and the Janssen Settlement Agreement governs over any inconsistent provision of this CA Janssen Allocation Agreement. Terms used in this CA Janssen Allocation Agreement have the same meaning as in the Janssen Settlement Agreement unless otherwise defined herein.

Pursuant to Section VI(D)(1) of the Janssen Settlement Agreement, (a) all Settlement Fund payments will be used for Opioid Remediation, except as allowed by Section VI(B)(2) of the Janssen 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 Janssen 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 Janssen 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

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.

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 Janssen 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 Janssen 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 Janssen Settlement Agreement and this CA Janssen 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 Janssen 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 Janssen 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 Janssen Settlement Agreement and this CA Janssen 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 Janssen Settlement Agreement and this CA Janssen Allocation Agreement.
- b) If DHCS determines that a CA Participating Subdivision's use of CA Abatement Accounts Funds is inconsistent with the Janssen Settlement Agreement or this CA Janssen 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 Janssen Settlement Agreement or this CA Janssen 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 Janssen Settlement Agreement and this CA Janssen 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 Janssen Settlement Agreement and, if applicable, the Distributor 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(R), of the Janssen 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 Janssen Settlement, and if applicable, the Distributor 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 Janssen Settlement Agreement and, if applicable, the Distributor 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 Janssen Settlement Agreement and this CA Janssen 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 Janssen Settlement Agreement and this CA Janssen Allocation Agreement. Among other things, Plaintiff Subdivisions using monies from the CA Subdivision Fund for purposes that do not qualify as Opioid Remediation must identify and include in their annual report, the amount and how such funds were used, including if used to pay attorneys' fees, investigation costs, or litigation costs. Pursuant to Section VI(B)(2) of the Janssen Settlement Agreement, such information must also be reported to the Settlement Fund Administrator and Janssen.
- 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 Janssen 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 Janssen Settlement Agreement, this CA Janssen 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 Janssen 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 Janssen Settlement Agreement, this agreement shall be governed by and interpreted in accordance with the laws of California.

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

I swear under penalty of perjury that I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: Deanna J. Santana

Title: City Manager

Date: _____



APPENDIX 1

DISCLAIMER: The allocation percentages herein are estimates only and should not be relied on for decisions regarding legal rights, releases, waivers, or other decisions affecting current or potential legal claims. Percentages shown in the Plaintiff Subdivision Percentage column may change pursuant to Section 4.C. of the California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds—Janssen 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.

APPENDIX 1

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

APPENDIX 1

| Participating Subdivision Classification | Participating Subdivision | County | Abatement Percentage | Plaintiff Subdivision Percentage | Weighted Allocation 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 | <i>Del Norte County</i> | Del Norte | 0.114% | 0.140% | 0.1189608% |
| County | <i>El Dorado County</i> | El Dorado | 0.768% | 0.939% | 0.7980034% |
| City | Placerville | El Dorado | 0.015% | | 0.0127642% |
| City | South Lake Tahoe | El Dorado | 0.081% | | 0.0665456% |
| County | <i>Fresno County</i> | Fresno | 1.895% | 2.318% | 1.9693410% |
| City | Clovis | Fresno | 0.065% | | 0.0536211% |
| City | Coalinga | Fresno | 0.012% | | 0.0098554% |
| City | Fresno | Fresno | 0.397% | | 0.3270605% |
| City | Kerman | Fresno | 0.005% | | 0.0042534% |
| City | Kingsburg | Fresno | 0.008% | | 0.0066167% |
| City | Mendota | Fresno | 0.002% | | 0.0019387% |
| City | Orange Cove | Fresno | 0.004% | | 0.0035607% |
| City | Parlier | Fresno | 0.008% | | 0.0069755% |
| City | Reedley | Fresno | 0.012% | | 0.0098804% |
| City | Sanger | Fresno | 0.018% | | 0.0146135% |
| City | Selma | Fresno | 0.015% | | 0.0127537% |
| County | <i>Glenn County</i> | Glenn | 0.107% | 0.131% | 0.1116978% |
| County | <i>Humboldt County</i> | Humboldt | 1.030% | 1.260% | 1.0703185% |

APPENDIX 1

| Participating Subdivision Classification | Participating Subdivision | County | Abatement Percentage | Plaintiff Subdivision Percentage | Weighted Allocation Percentage |
|--|----------------------------------|-------------|----------------------|----------------------------------|--------------------------------|
| City | Arcata | Humboldt | 0.054% | | 0.0447660% |
| City | Eureka | Humboldt | 0.117% | 0.143% | 0.1216284% |
| City | Fortuna | Humboldt | 0.032% | | 0.0266837% |
| County | <i>Imperial County</i> | Imperial | 0.258% | 0.315% | 0.2679006% |
| City | Brawley | Imperial | 0.011% | | 0.0087986% |
| City | Calexico | Imperial | 0.019% | | 0.0152799% |
| City | El Centro | Imperial | 0.158% | | 0.1302522% |
| City | Imperial | Imperial | 0.006% | | 0.0048791% |
| County | <i>Inyo County</i> | Inyo | 0.073% | 0.089% | 0.0754413% |
| County | <i>Kern County</i> | Kern | 2.517% | 3.079% | 2.6159145% |
| City | Arvin | Kern | 0.006% | | 0.0046425% |
| City | Bakersfield | Kern | 0.212% | | 0.1747198% |
| City | California City | Kern | 0.009% | | 0.0070820% |
| City | Delano | Kern | 0.030% | | 0.0249316% |
| City | McFarland | Kern | 0.003% | | 0.0025644% |
| City | Ridgecrest | Kern | 0.015% | | 0.0120938% |
| City | Shafter | Kern | 0.013% | | 0.0103417% |
| City | Tehachapi | Kern | 0.009% | | 0.0073580% |
| City | Wasco | Kern | 0.008% | | 0.0069861% |
| County | <i>Kings County</i> | Kings | 0.293% | | 0.2413469% |
| City | Avenal | Kings | 0.007% | | 0.0056335% |
| City | Corcoran | Kings | 0.013% | | 0.0107032% |
| City | Hanford | Kings | 0.027% | | 0.0226038% |
| City | Lemoore | Kings | 0.016% | | 0.0131900% |
| County | <i>Lake County</i> | Lake | 0.795% | | 0.6545389% |
| City | Clearlake | Lake | 0.041% | 0.050% | 0.0426253% |
| City | Lakeport | Lake | 0.021% | 0.026% | 0.0222964% |
| County | <i>Lassen County</i> | Lassen | 0.319% | 0.391% | 0.3320610% |
| City | Susanville | Lassen | 0.027% | | 0.0219295% |
| County | <i>Los Angeles County</i> | Los Angeles | 13.896% | 16.999% | 14.4437559% |

APPENDIX 1

| 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% |

APPENDIX 1

| 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% |

APPENDIX 1

| Participating Subdivision Classification | Participating Subdivision | County | Abatement Percentage | Plaintiff Subdivision Percentage | Weighted Allocation 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% |

APPENDIX 1

| Participating Subdivision Classification | Participating Subdivision | County | Abatement Percentage | Plaintiff Subdivision Percentage | Weighted Allcation Percentage |
|---|----------------------------------|---------------|---------------------------------|---|--|
| County | <i>Merced County</i> | Merced | 0.551% | 0.674% | 0.5724262% |
| City | Atwater | Merced | 0.024% | | 0.0195846% |
| City | Livingston | Merced | 0.006% | | 0.0045873% |
| City | Los Banos | Merced | 0.020% | | 0.0165142% |
| City | Merced | Merced | 0.061% | | 0.0500762% |
| County | <i>Modoc County</i> | Modoc | 0.065% | 0.080% | 0.0678250% |
| County | <i>Mono County</i> | Mono | 0.023% | 0.029% | 0.0242606% |
| County | <i>Monterey County</i> | Monterey | 0.908% | 1.111% | 0.9437083% |
| City | Greenfield | Monterey | 0.006% | | 0.0050552% |
| City | King City | Monterey | 0.005% | | 0.0037355% |
| City | Marina | Monterey | 0.017% | | 0.0144098% |
| City | Monterey | Monterey | 0.041% | | 0.0336540% |
| City | Pacific Grove | Monterey | 0.009% | | 0.0074842% |
| City | Salinas | Monterey | 0.094% | | 0.0776576% |
| City | Seaside | Monterey | 0.023% | | 0.0191772% |
| City | Soledad | Monterey | 0.007% | | 0.0060870% |
| County | <i>Napa County</i> | Napa | 0.288% | 0.352% | 0.2994325% |
| City | American Canyon | Napa | 0.017% | | 0.0136869% |
| City | Napa | Napa | 0.078% | | 0.0642783% |
| County | <i>Nevada County</i> | Nevada | 0.441% | 0.539% | 0.4579827% |
| City | Grass Valley | Nevada | 0.024% | | 0.0197805% |
| City | Truckee | Nevada | 0.003% | | 0.0023843% |
| County | <i>Orange County</i> | 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% |

APPENDIX 1

| 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% |

APPENDIX 1

| Participating Subdivision Classification | Participating Subdivision | County | Abatement Percentage | Plaintiff Subdivision Percentage | Weighted Allcation Percentage |
|---|----------------------------------|---------------|---------------------------------|---|--|
| City | Roseville | Placer | 0.196% | | 0.1616559% |
| County | <i>Plumas County</i> | Plumas | 0.205% | 0.251% | 0.2128729% |
| County | <i>Riverside County</i> | 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 | Meniffee | 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 | <i>Sacramento County</i> | Sacramento | 3.797% | 4.645% | 3.9465887% |

APPENDIX 1

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

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

APPENDIX 1

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

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 | <i>Santa Cruz County</i> | Santa Cruz | 0.783% | 0.957% | 0.8135396% |
| City | Capitola | Santa Cruz | 0.020% | | 0.0168191% |
| City | Santa Cruz | Santa Cruz | 0.143% | | 0.1180348% |
| City | Scotts Valley | Santa Cruz | 0.015% | | 0.0126525% |
| City | Watsonville | Santa Cruz | 0.063% | | 0.0520136% |
| County | <i>Shasta County</i> | Shasta | 1.095% | 1.339% | 1.1380191% |
| City | Anderson | Shasta | 0.024% | | 0.0198896% |
| City | Redding | Shasta | 0.284% | | 0.2334841% |
| City | Shasta Lake | Shasta | 0.004% | | 0.0031993% |
| County | <i>Siskiyou County</i> | Siskiyou | 0.228% | 0.279% | 0.2373393% |
| County | <i>Solano County</i> | Solano | 0.760% | | 0.6260795% |
| City | Benicia | Solano | 0.031% | | 0.0253903% |
| City | Dixon | Solano | 0.016% | | 0.0130849% |
| City | Fairfield | Solano | 0.109% | | 0.0897317% |
| City | Suisun City | Solano | 0.021% | | 0.0176183% |
| City | Vacaville | Solano | 0.119% | | 0.0976497% |
| City | Vallejo | Solano | 0.167% | | 0.1373644% |
| County | <i>Sonoma County</i> | Sonoma | 1.218% | 1.490% | 1.2661290% |
| City | Healdsburg | Sonoma | 0.032% | | 0.0266929% |
| City | Petaluma | Sonoma | 0.081% | | 0.0667507% |

APPENDIX 1

| Participating Subdivision Classification | Participating Subdivision | County | Abatement Percentage | Plaintiff Subdivision Percentage | Weighted Allocation 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% |

APPENDIX 1

| Participating Subdivision Classification | Participating Subdivision | County | Abatement Percentage | Plaintiff Subdivision Percentage | Weighted Allcation Percentage |
|---|----------------------------------|---------------|---------------------------------|---|--|
| City | Oxnard | Ventura | 0.156% | 0.190% | 0.1617338% |
| City | Port Hueneme | Ventura | 0.021% | | 0.0174145% |
| City | San Buenaventura (Ventura) | Ventura | 0.085% | | 0.0702181% |
| City | Santa Paula | Ventura | 0.014% | | 0.0119072% |
| City | Simi Valley | Ventura | 0.065% | | 0.0533043% |
| City | Thousand Oaks | Ventura | 0.022% | | 0.0179902% |
| County | <i>Yolo County</i> | Yolo | 0.357% | 0.437% | 0.3713319% |
| City | Davis | Yolo | 0.055% | | 0.0451747% |
| City | West Sacramento | Yolo | 0.066% | | 0.0544321% |
| City | Woodland | Yolo | 0.058% | | 0.0477904% |
| County | <i>Yuba County</i> | Yuba | 0.214% | 0.262% | 0.2225679% |
| City | Marysville | Yuba | 0.014% | | 0.0112079% |

APPENDIX 2

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 paid or incurred (i) prior to July 21, 2021 in litigation against any Opioid Defendant and/or (ii) in negotiating and drafting this CA Janssen Allocation Agreement. 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 Distributor Settlement Agreement or Section XI and Exhibit R of the Janssen 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 a National Opioid Settlement with Distributors, Johnson & Johnson, and others.
- 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 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.
- 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 VI.B.2 of the Janssen Agreement.
- vii. A member of the Plaintiff Subdivision Committee, which is a CA Participating Subdivision, will submit to the Settlement Fund Administrator and Janssen a report

of the fees and expenses incurred by the Special Master pursuant to Section VI.B.2 of the Janssen 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 Distributor Settlement Agreement and the Janssen 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 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.

- 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.

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 Janssen 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 Janssen Settlement Agreement.

Pursuant to this Backstop Agreement, [SUBDIVISION] may, subject to the limitations of the Janssen Settlement Agreement and CA Janssen Allocation Agreement, as well as any other limitations imposed by law, use funds that it receives from the Janssen 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 Distributors Settlement.

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

DISTRIBUTOR SETTLEMENT **AGREEMENT**

Table of Contents

| | Page |
|--|------|
| I. Definitions..... | 1 |
| II. Participation by States and Condition to Preliminary Agreement..... | 13 |
| III. Injunctive Relief..... | 13 |
| IV. Settlement Payments..... | 13 |
| V. Allocation and Use of Settlement Payments..... | 28 |
| VI. Enforcement..... | 34 |
| VII. Participation by Subdivisions | 40 |
| VIII. Condition to Effectiveness of Agreement and Filing of Consent Judgment | 42 |
| IX. Additional Restitution..... | 44 |
| X. Plaintiffs' Attorneys' Fees and Costs | 44 |
| XI. Release | 44 |
| XII. Later Litigating Subdivisions..... | 49 |
| XIII. Reductions/Offsets..... | 53 |
| XIV. Miscellaneous | 54 |
| EXHIBIT A Alleged Harms | A-1 |
| EXHIBIT B Enforcement Committee Organizational Bylaws..... | B-1 |
| EXHIBIT C Litigating Subdivisions List | C-1 |
| EXHIBIT D Later Litigating Subdivision Suspension and Offset Determinations..... | D-1 |
| EXHIBIT E List of Opioid Remediation Uses | E-1 |
| EXHIBIT F List of States and Overall Allocation Percentages | F-1 |
| EXHIBIT G Subdivisions Eligible to Receive Direct Allocations from the Subdivision Fund and Default Subdivision Fund Allocation Percentages | G-1 |
| EXHIBIT H Participation Tier Determination ¹ | H-1 |
| EXHIBIT I Primary Subdivisions..... | I-1 |

| | |
|---|-----|
| EXHIBIT J Settling Distributors' Subsidiaries, Joint Ventures, and Predecessor Entities | J-1 |
| EXHIBIT K Subdivision Settlement Participation Form | K-1 |
| EXHIBIT L Settlement Fund Administrator | L-1 |
| EXHIBIT M Settlement Payment Schedule | M-1 |
| EXHIBIT N Additional Restitution Amount Allocation | N-1 |
| EXHIBIT O Adoption of a State-Subdivision Agreement | O-1 |
| EXHIBIT P Injunctive Relief | P-1 |
| EXHIBIT Q Illustrative Examples of Prepayments..... | Q-1 |
| EXHIBIT R Agreement on Attorneys' Fees, Expenses and Costs | R-1 |
| EXHIBIT S Agreement on the State Outside Counsel Fee Fund | S-1 |
| EXHIBIT T Agreement on the State Cost Fund Administration..... | T-1 |
| EXHIBIT U ABC IRS Form 1098-F | U-1 |
| EXHIBIT V Cardinal IRS Form 1098-F | V-1 |
| EXHIBIT W McKesson IRS Form 1098-F | W-1 |
| EXHIBIT X Severity Factors..... | X-1 |

DISTRIBUTOR SETTLEMENT AGREEMENT

This Settlement Agreement, dated as of July 21, 2021 (the “*Agreement*”), sets forth the terms of settlement between and among the Settling States, the Settling Distributors, and the Participating Subdivisions (as those terms are defined below). Upon satisfaction of the conditions set forth in Section II and Section VIII, this Agreement will be binding on all Settling States, Settling Distributors, and Participating Subdivisions. This Agreement will then be filed as part of Consent Judgments in the respective courts of each of the Settling States, pursuant to the terms set forth in Section VIII.

I. Definitions

For all sections of this Agreement except Exhibit E and Exhibit P, the following definitions apply:

A. “*Abatement Accounts Fund.*” The component of the Settlement Fund described in Section V.E.

B. “*Additional Restitution Amount.*” The amount available to Settling States listed on Exhibit N totaling \$282,692,307.70.

C. “*Agreement.*” This agreement, as set forth above. For the avoidance of doubt, this Agreement is inclusive of all exhibits.

D. “*Alleged Harms.*” The alleged past, present, and future financial, societal, and public nuisance harms and related expenditures arising out of the alleged misuse and abuse of Products, non-exclusive examples of which are described in the documents listed on Exhibit A, that have allegedly arisen as a result of the physical and bodily injuries sustained by individuals suffering from opioid-related addiction, abuse, death, and other related diseases and disorders, and that have allegedly been caused by the Settling Distributors.

E. “*Allocation Statute.*” A state law that governs allocation, distribution, and/or use of some or all of the Settlement Fund amounts allocated to that State and/or its Subdivisions. In addition to modifying the allocation set forth in Section V.D.2, an Allocation Statute may, without limitation, contain a Statutory Trust, further restrict expenditures of funds, form an advisory committee, establish oversight and reporting requirements, or address other default provisions and other matters related to the funds. An Allocation Statute is not required to address all three (3) types of funds comprising the Settlement Fund or all default provisions.

F. “*Annual Payment.*” The total amount payable to the Settlement Fund Administrator by the Settling Distributors on the Payment Date each year, as calculated by the Settlement Fund Administrator pursuant to Section IV.B.1.e. For the avoidance of doubt, this term does not include the Additional Restitution Amount or amounts paid pursuant to Section X.

G. “*Appropriate Official.*” As defined in Section XIV.F.3.

H. “*Bankruptcy Code.*” Title 11 of the United States Code, 11 U.S.C. § 101, et seq.

I. “*Bar.*” Either: (1) a law barring Subdivisions in a State from maintaining Released Claims against Released Entities (either through a direct bar or through a grant of authority to release claims and the exercise of such authority in full) or (2) a ruling by the highest court of the State (or, in a State with a single intermediate court of appeals, the intermediate court of appeals when not subject to further review by the highest court of the State) setting forth the general principle that Subdivisions in the State may not maintain any Released Claims against Released Entities, whether on the ground of this Agreement (or the release in it) or otherwise. For the avoidance of doubt, a law or ruling that is conditioned or predicated upon payment by a Released Entity (apart from the Annual Payments by Settling Distributors under this Agreement) shall not constitute a Bar.

J. “*Case-Specific Resolution.*” Either: (1) a law barring the Subdivision at issue from maintaining any Released Claims against any Released Entities (either through a direct bar or through a grant of authority to release claims and the exercise of such authority in full); or (2) a ruling by a court of competent jurisdiction over the Subdivision at issue that the Subdivision may not maintain any Released Claims at issue against any Released Entities, whether on the ground of this Agreement (or the release in it) or otherwise. For the avoidance of doubt, a law or ruling that is conditioned or predicated upon payment by a Released Entity (apart from the Annual Payments by Settling Distributors under this Agreement) shall not constitute a Case-Specific Resolution.

K. “*Claim.*” Any past, present or future cause of action, claim for relief, cross-claim or counterclaim, theory of liability, demand, derivative claim, request, assessment, charge, covenant, damage, debt, lien, loss, penalty, judgment, right, obligation, dispute, suit, contract, controversy, agreement, *parens patriae* claim, promise, performance, warranty, omission, or grievance of any nature whatsoever, whether legal, equitable, statutory, regulatory or administrative, whether arising under federal, state or local common law, statute, regulation, guidance, ordinance or principles of equity, whether filed or unfiled, whether asserted or unasserted, whether known or unknown, whether accrued or unaccrued, whether foreseen, unforeseen or unforeseeable, whether discovered or undiscovered, whether suspected or unsuspected, whether fixed or contingent, and whether existing or hereafter arising, in all such cases, including, but not limited to, any request for declaratory, injunctive, or equitable relief, compensatory, punitive, or statutory damages, absolute liability, strict liability, restitution, abatement, subrogation, contribution, indemnity, apportionment, disgorgement, reimbursement, attorney fees, expert fees, consultant fees, fines, penalties, expenses, costs or any other legal, equitable, civil, administrative, or regulatory remedy whatsoever.

L. “*Claim-Over.*” A Claim asserted by a Non-Released Entity against a Released Entity on the basis of contribution, indemnity, or other claim-over on any theory relating to a Non-Party Covered Conduct Claim asserted by a Releasor.

M. “*Compensatory Restitution Amount.*” The aggregate amount paid or incurred by the Settling Distributors hereunder other than amounts paid as attorneys’ fees and costs or identified pursuant to Section V.B.2 as being used to pay attorneys’ fees, investigation costs or litigation costs.

N. *“Consent Judgment.”* A state-specific consent judgment in a form to be agreed by the Settling States and the Settling Distributors prior to the Initial Participation Date that, among other things, (1) approves this Agreement and (2) provides for the release set forth in Section XI.A, including the dismissal with prejudice of any Released Claims that the Settling State has brought against Released Entities.

O. *“Covered Conduct.”* Any actual or alleged act, failure to act, negligence, statement, error, omission, breach of any duty, conduct, event, transaction, agreement, misstatement, misleading statement or other activity of any kind whatsoever from the beginning of time through the Reference Date (and any past, present, or future consequence of any such act, failure to act, negligence, statement, error, omission, breach of duty, conduct, event, transaction, agreement, misstatement, misleading statement or other activity) relating in any way to (1) the discovery, development, manufacture, packaging, repackaging, marketing, promotion, advertising, labeling, recall, withdrawal, distribution, delivery, monitoring, reporting, supply, sale, prescribing, dispensing, physical security, warehousing, use or abuse of, or operating procedures relating to, any Product, or any system, plan, policy or advocacy relating to any Product or class of Products, including, but not limited to, any unbranded promotion, marketing, programs, or campaigns relating to any Product or class of Products; (2) the characteristics, properties, risks, or benefits of any Product; (3) the reporting, disclosure, non-reporting or non-disclosure to federal, state or other regulators of orders placed with any Released Entity; or (4) diversion control programs or suspicious order monitoring; *provided, however*, that as to any Claim that a Releasor has brought or could bring, Covered Conduct does not include non-compliance with statutory or administrative supply security standards concerning cleanliness of facilities or stopping counterfeit products, so long as such standards apply to the storage and distribution of both controlled and non-controlled pharmaceuticals.

P. *“Designated State.”* New York.

Q. *“Effective Date.”* The date sixty (60) calendar days after the Reference Date.

R. *“Enforcement Committee.”* A committee consisting of representatives of the Settling States and of the Participating Subdivisions. Exhibit B contains the organizational bylaws of the Enforcement Committee. Notice pursuant to Section XIV.Q shall be provided when there are changes in membership or contact information.

S. *“Final Order.”* An order or judgment of a court of competent jurisdiction with respect to the applicable subject matter (1) which has not been reversed or superseded by a modified or amended order, is not currently stayed, and as to which any right to appeal or seek certiorari, review, reargument, stay, or rehearing has expired, and as to which no appeal or petition for certiorari, review, reargument, stay, or rehearing is pending, or (2) as to which an appeal has been taken or petition for certiorari, review, reargument, stay, or rehearing has been filed and (a) such appeal or petition for certiorari, review, reargument, stay, or rehearing has been resolved by the highest court to which the order or judgment was appealed or from which certiorari, review, reargument, stay, or rehearing was sought, or (b) the time to appeal further or seek certiorari, review, reargument, stay, or rehearing has expired and no such further appeal or petition for certiorari, review, reargument, stay, or rehearing is pending.

T. *“Global Settlement Abatement Amount.”* The abatement amount of \$19,045,384,616.

U. *“Global Settlement Amount.”* The Global Settlement Amount is \$21 billion, which shall be divided into the Global Settlement Abatement Amount, the Additional Restitution Amount, and the Global Settlement Attorney Fee Amount.

V. *“Global Settlement Attorney Fee Amount.”* The attorney fee amount of \$1,671,923,077.

W. *“Incentive Payment A.”* The incentive payment described in Section IV.F.1.

X. *“Incentive Payment B.”* The incentive payment described in Section IV.F.2.

Y. *“Incentive Payment C.”* The incentive payment described in Section IV.F.3.

Z. *“Incentive Payment D.”* The incentive payment described in Section IV.F.4.

AA. *“Incentive Payment Final Eligibility Date.”* With respect to a Settling State, the date that is the earlier of (1) the fifth Payment Date, (2) the date of completion of opening statements in a trial of any action brought by a Subdivision in that State that includes a Released Claim against a Released Entity when such date is more than two (2) years after the Effective Date, or (3) two (2) years after the Effective Date in the event a trial of an action brought by a Subdivision in that State that includes a Released Claim against a Released Entity began after the Initial Participation Date but before two (2) years after the Effective Date.

BB. *“Initial Participating Subdivision.”* A Subdivision that meets the requirements set forth in Section VII.D.

CC. *“Initial Participation Date.”* The date one hundred twenty (120) calendar days after the Preliminary Agreement Date, unless it is extended by written agreement of the Settling Distributors and the Enforcement Committee.

DD. *“Injunctive Relief Terms.”* The terms described in Section III and set forth in Exhibit P.

EE. *“Later Litigating Subdivision.”* A Subdivision (or Subdivision official asserting the right of or for the Subdivision to recover for alleged harms to the Subdivision and/or the people thereof) that: (1) first files a lawsuit bringing a Released Claim against a Released Entity after the Trigger Date; or (2) adds a Released Claim against a Released Entity after the Trigger Date to a lawsuit brought before the Trigger Date that, prior to the Trigger Date, did not include any Released Claims against a Released Entity; or (3) (a) was a Litigating Subdivision whose Released Claims against Released Entities were resolved by a legislative Bar or legislative Case-Specific Resolution as of the Trigger Date, (b) such legislative Bar or legislative Case-Specific Resolution is subject to a Revocation Event after the Trigger Date, and (c) the earlier of the date of completion of opening statements in a trial in an action brought by a Subdivision in that State that includes a Released Claim against a Released Entity or one hundred eighty (180) days from the Revocation Event passes without a Bar or Case-Specific

Resolution being implemented as to that Litigating Subdivision or the Litigating Subdivision's Released Claims being dismissed; or (4) (a) was a Litigating Subdivision whose Released Claims against Released Entities were resolved by a judicial Bar or judicial Case-Specific Resolution as of the Trigger Date, (b) such judicial Bar or judicial Case-Specific Resolution is subject to a Revocation Event after the Trigger Date, and (c) such Litigating Subdivision takes any action in its lawsuit asserting a Released Claim against a Released Entity other than seeking a stay or dismissal.

FF. *"Later Participating Subdivision."* A Participating Subdivision that is not an Initial Participating Subdivision, but meets the requirements set forth in Section VII.E.

GG. *"Litigating Subdivision."* A Subdivision (or Subdivision official) that brought any Released Claim against any Released Entity prior to the Trigger Date; *provided, however*, that a Subdivision (or Subdivision official) that is a Prior Litigating Subdivision shall not be considered a Litigating Subdivision. Exhibit C is an agreed list of all Litigating Subdivisions. Exhibit C will be updated (including with any corrections) periodically, and a final version of Exhibit C will be attached hereto as of the Reference Date.

HH. *"National Arbitration Panel."* The panel comprised as described in Section VI.F.2.b.

II. *"National Disputes."* As defined in Section VI.F.2.a.

JJ. *"Net Abatement Amount."* The Global Settlement Abatement Amount as reduced by the Tribal/W. Va. Subdivision Credit.

KK. *"Net Settlement Prepayment Amount."* As defined in Section IV.J.1.

LL. *"Non-Litigating Subdivision."* Any Subdivision that is neither a Litigating Subdivision nor a Later Litigating Subdivision.

MM. *"Non-Participating Subdivision."* Any Subdivision that is not a Participating Subdivision.

NN. *"Non-Party Covered Conduct Claim."* A Claim against any Non-Released Entity involving, arising out of, or related to Covered Conduct (or conduct that would be Covered Conduct if engaged in by a Released Entity).

OO. *"Non-Party Settlement."* A settlement by any Releasor that settles any Non-Party Covered Conduct Claim and includes a release of any Non-Released Entity.

PP. *"Non-Released Entity."* An entity that is not a Released Entity.

QQ. *"Non-Settling State."* Any State that is not a Settling State.

RR. *"Offset Cap."* The per-State dollar amount which the dollar-for-dollar offset described in Section XII.A cannot exceed in a Payment Year, to be calculated by multiplying the

amount of the relevant Annual Payment apportioned to the State and to its Subdivisions for that Payment Year by the percentage for the applicable Participation Tier as set forth in Exhibit D.

SS. “*Opioid Remediation.*” Care, treatment, and other programs and expenditures (including reimbursement for past such programs or expenditures¹ except where this Agreement restricts the use of funds solely to future Opioid Remediation) designed to (1) address the misuse and abuse of opioid products, (2) treat or mitigate opioid use or related disorders, or (3) mitigate other alleged effects of, including on those injured as a result of, the opioid epidemic. Exhibit E provides a non-exhaustive list of expenditures that qualify as being paid for Opioid Remediation. Qualifying expenditures may include reasonable related administrative expenses.

TT. “*Opioid Tax.*” Any tax, assessment, license fee, surcharge or any other fee (other than a fixed prospective excise tax or similar tax or fee that has no restriction on pass-through) imposed by a State on a Settling Distributor on the sale, transfer or distribution of opioid products; *provided, however*, that neither the Excise Tax on sale of Opioids, Article 20-D of New York’s Tax Law nor the Opioid Stewardship Act, Article 33, Title 2-A of New York’s Public Health Law shall be considered an Opioid Tax for purposes of this Agreement.

UU. “*Overall Allocation Percentage.*” A Settling State’s percentage as set forth in Exhibit F. The aggregate Overall Allocation Percentages of all States (including Settling States and Non-Settling States) shall equal one hundred percent (100%).

VV. “*Participating Subdivision.*” Any Subdivision that meets the requirements for becoming a Participating Subdivision under Section VII.B and Section VII.C. Participating Subdivisions include both Initial Participating Subdivisions and Later Participating Subdivisions.

WW. “*Participation Tier.*” The level of participation in this Agreement as determined pursuant to Section VIII.C using the criteria set forth in Exhibit H.

XX. “*Parties.*” The Settling Distributors and the Settling States (each, a “*Party*”).

YY. “*Payment Date.*” The date on which the Settling Distributors make the Annual Payment pursuant to Section IV.B.

ZZ. “*Payment Year.*” The calendar year during which the applicable Annual Payment is due pursuant to Section IV.B. Payment Year 1 is 2021, Payment Year 2 is 2022 and so forth. References to payment “*for a Payment Year*” mean the Annual Payment due during that year. References to eligibility “*for a Payment Year*” mean eligibility in connection with the Annual Payment due during that year.

AAA. “*Preliminary Agreement Date.*” The date on which the Settling Distributors are to inform the Settling States of their determination whether the condition in Section II.B has been satisfied. The Preliminary Agreement Date shall be no more than fourteen (14) calendar days after the end of the notice period to States, unless it is extended by written agreement of the Settling Distributors and the Enforcement Committee.

¹ Reimbursement includes amounts paid to any governmental entities for past expenditures or programs.

BBB. “*Prepayment Notice.*” As defined in Section IV.J.1.

CCC. “*Primary Subdivision.*” A Subdivision that is a General Purpose Government (including, but not limited to, a municipality, county, county subdivision, city, town, township, parish, village, borough, gore, or any other entities that provide municipal-type government) with population over 10,000; *provided, however*, that as used in connection with Incentive Payment C, the population threshold is 30,000. Attached as Exhibit I is an agreed list of the Primary Subdivisions in each State.

DDD. “*Prior Litigating Subdivision*” A Subdivision (or Subdivision official) that brought any Released Claim against any Released Entity prior to the Trigger Date and all such Released Claims were separately settled or finally adjudicated prior to the Trigger Date; *provided, however*, that if the final adjudication was pursuant to a Bar, such Subdivision shall not be considered a Prior Litigating Subdivision. Notwithstanding the prior sentence, the Settling Distributors and the Settling State of the relevant Subdivision may agree in writing that the Subdivision shall not be considered a Prior Litigating Subdivision.

EEE. “*Product.*” Any chemical substance, whether used for medicinal or non-medicinal purposes, and whether natural, synthetic, or semi-synthetic, or any finished pharmaceutical product made from or with such substance, that is: (1) an opioid or opiate, as well as any product containing any such substance; or (2) benzodiazepine, carisoprodol, or gabapentin; or (3) a combination or “cocktail” of chemical substances prescribed, sold, bought, or dispensed to be used together that includes opioids or opiates. “Product” shall include, but is not limited to, any substance consisting of or containing buprenorphine, codeine, fentanyl, hydrocodone, hydromorphone, meperidine, methadone, morphine, oxycodone, oxymorphone, tapentadol, tramadol, opium, heroin, carfentanil, diazepam, estazolam, quazepam, alprazolam, clonazepam, oxazepam, flurazepam, triazolam, temazepam, midazolam, carisoprodol, gabapentin, or any variant of these substances or any similar substance. Notwithstanding the foregoing, nothing in this section prohibits a Settling State from taking administrative or regulatory action related to benzodiazepine (including, but not limited to, diazepam, estazolam, quazepam, alprazolam, clonazepam, oxazepam, flurazepam, triazolam, temazepam, and midazolam), carisoprodol, or gabapentin that is wholly independent from the use of such drugs in combination with opioids, *provided* such action does not seek money (including abatement and/or remediation) for conduct prior to the Effective Date.

FFF. “*Reference Date.*” The date on which the Settling Distributors are to inform the Settling States of their determination whether the condition in Section VIII has been satisfied. The Reference Date shall be no later than thirty (30) calendar days after the Initial Participation Date, unless it is extended by written agreement of the Settling Distributors and the Enforcement Committee.

GGG. “*Released Claims.*” Any and all Claims that directly or indirectly are based on, arise out of, or in any way relate to or concern the Covered Conduct occurring prior to the Reference Date. Without limiting the foregoing, Released Claims include any Claims that have been asserted against a Settling Distributor by any Settling State or Litigating Subdivision in any federal, state, or local action or proceeding (whether judicial, arbitral, or administrative) based on, arising out of, or relating to, in whole or in part, the Covered Conduct, or any such Claims

that could be or could have been asserted now or in the future in those actions or in any comparable action or proceeding brought by a State, Subdivision, or Releasor (whether or not such State, Subdivision, or Releasor has brought such action or proceeding). Released Claims also include all Claims asserted in any proceeding to be dismissed pursuant to this Agreement, whether or not such claims relate to Covered Conduct. The Parties intend that this term, "Released Claims," be interpreted broadly. This Agreement does not release Claims by private individuals. It is the intent of the Parties that Claims by private individuals be treated in accordance with applicable law. Released Claims is also used herein to describe claims brought by a Later Litigating Subdivision or other non-party Subdivision that would have been Released Claims if they had been brought by a Releasor against a Released Entity.

HHH. *"Released Entities."* With respect to Released Claims, the Settling Distributors and (1) all past and present subsidiaries, divisions, predecessors, successors, and assigns (in each case, whether direct or indirect) of each Settling Distributor; (2) all past and present subsidiaries and divisions (in each case, whether direct or indirect) of any entity described in subsection (1); (3) the respective past and present officers, directors, members, trustees, and employees of any of the foregoing (each for actions that occurred during and related to their work for, or employment with, any of the Settling Distributors or the foregoing entities); (4) all past and present joint ventures (whether direct or indirect) of each Settling Distributor or its subsidiaries, including in any Settling Distributor or subsidiary's capacity as a participating member in such joint venture; (5) all direct or indirect parents and shareholders of the Settling Distributors (solely in their capacity as parents or shareholders of the applicable Settling Distributor with respect to Covered Conduct); and (6) any insurer of any Settling Distributor or any person or entity otherwise described in subsections (1)-(5) (solely in its role as insurer of such person or entity and subject to the last sentence of Section XI.C). Any person or entity described in subsections (3)-(6) shall be a Released Entity solely in the capacity described in such clause and shall not be a Released Entity with respect to its conduct in any other capacity. For the avoidance of doubt, CVS Health Corp., Walgreens Boots Alliance, Inc., and Walmart Inc. (collectively, the "*Pharmacies*") are not Released Entities, nor are their direct or indirect past or present subsidiaries, divisions, predecessors, successors, assigns, joint ventures, shareholders, officers, directors, members, trustees, or employees (shareholders, officers, directors, members, trustees, and employees for actions related to their work for, employment with, or involvement with the Pharmacies) Released Entities. Notwithstanding the prior sentence, any joint venture or past or present subsidiary of a Settling Distributor is a Released Entity, including any joint venture between a Settling Distributor or any Settling Distributor's subsidiary and a Pharmacy (or any subsidiary of a Pharmacy); *provided, however*, that any joint venture partner of a Settling Distributor or a Settling Distributor's subsidiary is not a Released Entity unless it falls within subsections (1)-(6) above. Lists of Settling Distributors' subsidiaries, joint ventures, and predecessor entities are appended to this Agreement as Exhibit J. With respect to joint ventures (including predecessor entities), only entities listed on Exhibit J are Released Entities. With respect to wholly-owned subsidiaries (including predecessor entities), Exhibit J represents a good faith effort by the Settling Distributors to list all such entities, but any and all wholly-owned subsidiaries (including predecessor entities) of any Settling Distributor are Released Entities, whether or not they are listed on Exhibit J. For the avoidance of doubt, any entity acquired, or joint venture entered into, by a Settling Distributor after the Reference Date is not a Released Entity.

III. “*Releasors.*” With respect to Released Claims, (1) each Settling State; (2) each Participating Subdivision; and (3) without limitation and to the maximum extent of the power of each Settling State’s Attorney General and/or Participating Subdivision to release Claims, (a) the Settling State’s and Participating Subdivision’s departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, including its Attorney General, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, (b) any public entities, public instrumentalities, public educational institutions, unincorporated districts, fire districts, irrigation districts, and other Special Districts in a Settling State, and (c) any person or entity acting in a *parens patriae*, sovereign, quasi-sovereign, private attorney general, *qui tam*, taxpayer, or other capacity seeking relief on behalf of or generally applicable to the general public with respect to a Settling State or Subdivision in a Settling State, whether or not any of them participate in this Agreement. The inclusion of a specific reference to a type of entity in this definition shall not be construed as meaning that the entity is not a Subdivision. Each Settling State’s Attorney General represents that he or she has or has obtained (or will obtain no later than the Initial Participation Date) the authority set forth in Section XI.G. In addition to being a Releasor as provided herein, a Participating Subdivision shall also provide the Subdivision Settlement Participation Form referenced in Section VII providing for a release to the fullest extent of the Participating Subdivision’s authority.

JJJ. “*Revocation Event.*” With respect to a Bar, Settlement Class Resolution, or Case-Specific Resolution, a revocation, rescission, reversal, overruling, or interpretation that in any way limits the effect of such Bar, Settlement Class Resolution, or Case-Specific Resolution on Released Claims, or any other action or event that otherwise deprives the Bar, Settlement Class Resolution, or Case-Specific Resolution of force or effect in any material respect.

KKK. “*Settlement Class Resolution.*” A class action resolution in a court of competent jurisdiction in a Settling State (that is not successfully removed to federal court) with respect to a class of Subdivisions in that State that (1) conforms with that Settling State’s statutes, case law, and rules of procedure regarding class actions; (2) is approved and entered as an order of a court of competent jurisdiction in that State and such order has become a Final Order; (3) is binding on all Non-Participating Subdivisions in that State (other than opt outs as permitted under the next sentence); (4) provides that all such Non-Participating Subdivisions may not bring any Released Claims against any Released Entities, whether on the ground of this Agreement (or the releases herein) or otherwise; and (5) does not impose any costs or obligations on Settling Distributors other than those provided for in this Agreement, or contain any provision inconsistent with any provision of this Agreement. If applicable state law requires that opt-out rights be afforded to members of the class, a class action resolution otherwise meeting the foregoing requirements shall qualify as a Settlement Class Resolution unless Subdivisions collectively representing more than one percent (1%) of the total population of that State opt out. In seeking certification of any Settlement Class, the applicable State and Participating Subdivisions shall make clear that certification is sought solely for settlement purposes and shall have no applicability beyond approval of the settlement for which certification is sought. Nothing in this Agreement constitutes an admission by any Party that class certification would be appropriate for litigation purposes in any case or for purposes unrelated to this Agreement.

LLL. “*Settlement Fund.*” The interest-bearing fund established pursuant to this Agreement into which the Annual Payments are made under Section IV.

MMM. “*Settlement Fund Administrator.*” The entity that annually determines the Annual Payment (including calculating Incentive Payments pursuant to Section IV and any amounts subject to suspension, offset, or reduction pursuant to Section XII and Section XIII), annually determines the Participation Tier pursuant to Section VIII.C, administers the Settlement Fund, and distributes amounts into the Abatement Accounts Fund, State Fund, and Subdivision Fund pursuant to this Agreement. The duties of the Settlement Fund Administrator shall be governed by this Agreement. Prior to the Initial Participation Date, the Settling Distributors and the Enforcement Committee shall agree to selection and removal processes for and the identity of the Settlement Fund Administrator, and a detailed description of the Settlement Fund Administrator’s duties and responsibilities, including a detailed mechanism for paying the Settlement Fund Administrator’s fees and costs, all of which shall be appended to the Agreement as Exhibit L.

NNN. “*Settlement Fund Escrow.*” The interest-bearing escrow fund established pursuant to this Agreement to hold disputed or suspended payments made under this Agreement, and to hold the first Annual Payment until the Effective Date.

OOO. “*Settlement Payment Schedule.*” The schedule attached to this Agreement as Exhibit M.

PPP. “*Settlement Prepayment.*” As defined in Section IV.J.1.

QQQ. “*Settlement Prepayment Reduction Schedule.*” As defined in Section IV.J.1.

RRR. “*Settling Distributors.*” McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation (each, a “*Settling Distributor*”).

SSS. “*Settling State.*” A State that has entered into this Agreement with all Settling Distributors and delivers executed releases in accordance with Section VIII.A.

TTT. “*State.*” With the exception of West Virginia, which has addressed its claims separately and is excluded from participation in this Agreement, the states, commonwealths, and territories of the United States of America, as well as the District of Columbia. The 55 States are listed in Exhibit F. Additionally, the use of non-capitalized “state” to describe something (*e.g.*, “state court”) shall also be read to include parallel entities in commonwealths, territories, and the District of Columbia (*e.g.*, “territorial court”).

UUU. “*State Fund.*” The component of the Settlement Fund described in Section V.C.

VVV. “*State-Subdivision Agreement.*” An agreement that a Settling State reaches with the Subdivisions in that State regarding the allocation, distribution, and/or use of funds allocated to that State and to its Subdivisions. A State-Subdivision Agreement shall be effective if approved pursuant to the provisions of Exhibit O or if adopted by statute. Preexisting agreements addressing funds other than those allocated pursuant to this Agreement shall qualify

if the approval requirements of Exhibit O are met. A State and its Subdivisions may revise a State-Subdivision Agreement if approved pursuant to the provisions of Exhibit O, or if such revision is adopted by statute.

WWW. “*Statutory Trust.*” A trust fund established by state law to receive funds allocated to a Settling State’s Abatement Accounts Fund and restrict any expenditures made using funds from such Settling State’s Abatement Accounts Fund to Opioid Remediation, subject to reasonable administrative expenses. A State may give a Statutory Trust authority to allocate one (1) or more of the three (3) types of funds comprising such State’s Settlement Fund, but this is not required.

XXX. “*Subdivision.*” Any (1) General Purpose Government (including, but not limited to, a municipality, county, county subdivision, city, town, township, parish, village, borough, gore, or any other entities that provide municipal-type government), School District, or Special District within a State, and (2) any other subdivision or subdivision official or sub-entity of or located within a State (whether political, geographical or otherwise, whether functioning or non-functioning, regardless of population overlap, and including, but not limited to, Nonfunctioning Governmental Units and public institutions) that has filed a lawsuit that includes a Released Claim against a Released Entity in a direct, *parens patriae*, or any other capacity. “General Purpose Government,” “School District,” and “Special District” shall correspond to the “five basic types of local governments” recognized by the U.S. Census Bureau and match the 2017 list of Governmental Units.² The three (3) General Purpose Governments are county, municipal, and township governments; the two (2) special purpose governments are School Districts and Special Districts.³ “Fire District,” “Health District,” “Hospital District,” and “Library District” shall correspond to categories of Special Districts recognized by the U.S. Census Bureau.⁴ References to a State’s Subdivisions or to a Subdivision “in,” “of,” or “within” a State include Subdivisions located within the State even if they are not formally or legally a sub-entity of the State; *provided, however*, that a “Health District” that includes any of the following words or phrases in its name shall not be considered a Subdivision: mosquito, pest, insect, spray, vector, animal, air quality, air pollution, clean air, coastal water, tuberculosis, and sanitary.

YYY. “*Subdivision Allocation Percentage.*” The portion of a Settling State’s Subdivision Fund set forth in Exhibit G that a Subdivision will receive pursuant to Section V.C or Section V.D if it becomes a Participating Subdivision. The aggregate Subdivision Allocation

² <https://www.census.gov/data/datasets/2017/econ/gus/public-use-files.html>

³ *E.g.*, U.S. Census Bureau, “Technical Documentation: 2017 Public Use Files for State and Local Government Organization” at 7 (noting that “the Census Bureau recognizes five basic types of local governments,” that three of those are “general purpose governments” (county governments, municipal governments, and township governments), and that the other two are “school district and special district governments”), https://www2.census.gov/programs-surveys/gus/datasets/2017/2017_gov_org_meth_tech_doc.pdf.

⁴ A list of 2017 Government Units provided by the Census Bureau identifies 38,542 Special Districts and categorizes them by “FUNCTION_NAME.” “Govt_Units_2017_Final” spreadsheet, “Special District” sheet, included in “Independent Governments - list of governments with reference information,” <https://www.census.gov/data/datasets/2017/econ/gus/public-use-files.html>. As used herein, “Fire District” corresponds to Special District function name “24 – Local Fire Protection,” “Health District” corresponds to Special District function name “32 – Health,” “Hospital District” corresponds to Special District function name “40 – Hospitals,” and “Library District” corresponds to Special District function name “52 – Libraries.” *See id.*

Percentage of all Subdivisions receiving a Subdivision Allocation Percentage in each State shall equal one hundred percent (100%). Immediately upon the effectiveness of any State-Subdivision Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution allowed by Section V.D.3 (or upon the effectiveness of an amendment to any State-Subdivision Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution allowed by Section V.D.3) that addresses allocation from the Subdivision Fund, or upon any, whether before or after the Initial Participation Date, Exhibit G will automatically be amended to reflect the allocation from the Subdivision Fund pursuant to the State-Subdivision Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution allowed by Section V.D.3. The Subdivision Allocation Percentages contained in Exhibit G may not change once notice is distributed pursuant to Section VII.A, except upon the effectiveness of any State-Subdivision Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution allowed by Section V.D.3 (or upon the effectiveness of an amendment to any State-Subdivision Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution allowed by Section V.D.3) that addresses allocation from the Subdivision Fund. For the avoidance of doubt, no Subdivision not listed on Exhibit G shall receive an allocation from the Subdivision Fund and no provision of this Agreement shall be interpreted to create such an entitlement.

ZZZ. “*Subdivision Fund.*” The component of the Settlement Fund described in Section V.C.

AAAA. “*Subdivision Settlement Participation Form.*” The form attached as Exhibit K that Participating Subdivisions must execute and return to the Settlement Fund Administrator.

BBBB. “*Suspension Amount.*” The amount calculated as follows: the per capita amount corresponding to the applicable Participation Tier as set forth in Exhibit D multiplied by the population of the Later Litigating Subdivision.

CCCC. “*Suspension Cap.*” The amount calculated as follows: the suspension percentage corresponding to the applicable Participation Tier as set forth in Exhibit D multiplied by the amount of the relevant Annual Payment apportioned to the State of the Later Litigating Subdivision and to Subdivisions in that State in each year of the suspension.

DDDD. “*Suspension Deadline.*” With respect to a lawsuit filed by a Later Litigating Subdivision asserting a Released Claim, the deadline set forth in Exhibit D corresponding to the applicable Participation Tier.

EEEE. “*Threshold Motion.*” A motion to dismiss or equivalent dispositive motion made at the outset of litigation under applicable procedure. A Threshold Motion must include as potential grounds for dismissal any applicable Bar or the relevant release by a Settling State or Participating Subdivision provided under this Agreement and, where appropriate under applicable law, any applicable limitations defense.

FFFF. “*Tribal/W. Va. Subdivision Credit.*” The Tribal/W. Va. Subdivision Credit shall equal 2.58% of the Global Settlement Abatement Amount.

GGGG. “*Trigger Date.*” In the case of a Primary Subdivision, the Reference Date. In the case of all other Subdivisions, the Preliminary Agreement Date.

II. Participation by States and Condition to Preliminary Agreement

A. *Notice to States.* On July 22, 2021 this Agreement shall be distributed to all States. The States' Attorneys General shall then have a period of thirty (30) calendar days to decide whether to become Settling States. States that determine to become Settling States shall so notify the National Association of Attorneys General and Settling Distributors and shall further commit to obtaining any necessary additional State releases prior to the Reference Date. This notice period may be extended by written agreement of the Settling Distributors and the Enforcement Committee.

B. *Condition to Preliminary Agreement.* Following the notice period set forth in Section II.A above, the Settling Distributors shall determine on or before the Preliminary Agreement Date whether, in their sole discretion, enough States have agreed to become Settling States to proceed with notice to Subdivisions as set forth in Section VII below. If the Settling Distributors determine that this condition has been satisfied, and that notice to the Litigating Subdivisions should proceed, they will so notify the Settling States by providing notice to the Enforcement Committee and Settlement Fund Administrator on the Preliminary Agreement Date. If the Settling Distributors determine that this condition has not been satisfied, they will so notify the Settling States by providing notice to the Enforcement Committee and Settlement Fund Administrator, and this Agreement will have no further effect and all releases and other commitments or obligations contained herein will be void.

C. *Later Joinder by States.* After the Preliminary Agreement Date, a State may only become a Settling State with the consent of the Settling Distributors, in their sole discretion. If a State becomes a Settling State more than sixty (60) calendar days after the Preliminary Agreement Date, but on or before January 1, 2022, the Subdivisions in that State that become Participating Subdivisions within ninety (90) calendar days of the State becoming a Settling State shall be considered Initial Participating Subdivisions. A State may not become a Settling State after January 1, 2022.

D. *Litigation Activity.* Following the Preliminary Agreement Date, States that determine to become Settling States shall make best efforts to cease litigation activity against Settling Distributors, including by jointly seeking stays or severance of claim against the Settling Distributors, where feasible, and otherwise to minimize such activity by means of agreed deadline extensions and agreed postponement of depositions, document productions, and motion practice if a motion to stay or sever is not feasible or is denied.

III. Injunctive Relief

A. *Injunctive Relief.* As part of the Consent Judgment, the Parties agree to the entry of the injunctive relief terms attached in Exhibit P.

IV. Settlement Payments

A. *Settlement Fund.* All payments under this Section IV shall be made into the Settlement Fund, except that, where specified, they shall be made into the Settlement Fund Escrow. The Settlement Fund shall be allocated and used only as specified in Section V.

B. *Annual Payments.* The Settling Distributors shall make eighteen (18) Annual Payments, each comprised of base and incentive payments as provided in this Section IV, as well as fifty percent (50%) of the amount of any Settlement Fund Administrator costs and fees that exceed the available interest accrued in the Settlement Fund as provided in Section V.C.5, and as determined by the Settlement Fund Administrator as set forth in this Agreement.

1. All data relevant to the determination of the Annual Payment and allocations to Settling States and their Participating Subdivisions listed on Exhibit G shall be submitted to the Settlement Fund Administrator no later than sixty (60) calendar days prior to the Payment Date for each Annual Payment. The Settlement Fund Administrator shall then determine the Annual Payment, the amount to be paid to each Settling State and its Participating Subdivisions included on Exhibit G, and the amount of any Settlement Fund Administrator costs and fees, all consistent with the provisions in Exhibit L, by:

- a. determining, for each Settling State, the amount of base and incentive payments to which the State is entitled by applying the criteria under Section IV.D, Section IV.E, and Section IV.F;
- b. applying any suspensions, offsets, or reductions as specified under Section IV, Section XII, and Section XIII;
- c. applying any adjustment required as a result of prepayment or significant financial constraint, as specified under Section IV.J and Section IV.K;
- d. determining the amount of any Settlement Fund Administrator costs and fees that exceed the available interest accrued in the Settlement Fund, as well as the amounts, if any, of such costs and fees owed by Settling Distributors and out of the Settlement Fund pursuant to Section V.C.5;
- e. determining the total amount owed by Settling Distributors (including any amounts to be held in the Settlement Fund Escrow pending resolution of a case by a Later Litigating Subdivision as described in Section XII) to all Settling States and the Participating Subdivisions listed on Exhibit G; and
- f. the Settlement Fund Administrator shall then allocate, after subtracting the portion of any Settlement Fund Administrator costs and fees owed out of funds from the Settlement Fund pursuant to Section V.C.5, the Annual Payment pursuant to Section V.C and Section V.D among the Settling States, among the separate types of funds for each Settling State (if applicable), and among the Participating Subdivisions listed on Exhibit G.

2. The Settlement Fund Administrator shall also apply the allocation percentages set forth in Section IV.I and determine for each Settling Distributor the amount of its allocable share of the Annual Payment. For the avoidance of doubt, each Settling Distributor's liability for its share of the Annual Payment is several, and not joint.

3. As soon as possible, but no later than fifty (50) calendar days prior to the Payment Date for each Annual Payment and following the determination described in Section IV.B.1 and Section IV.B.2, the Settlement Fund Administrator shall give notice to the Settling Distributors, the Settling States, and the Enforcement Committee of the amount of the Annual Payment (including the amount of the Settlement Fund to be allocated to the Settlement Fund Administrator in costs and fees pursuant to Section V.C.5), the amount to be received by each Settling State, the amount to be received by the separate types of funds for each Settling State (if applicable), and the amount to be received by each Settling State's Participating Subdivisions listed on Exhibit G. The Settlement Fund Administrator shall also give notice to each Settling Distributor of the amount of its allocable share of the Annual Payment, including its allocable share of the amount of any Settlement Fund Administrator costs and fees that exceed the available interest accrued in the Settlement Fund pursuant to Section V.C.5.

4. Within twenty-one (21) calendar days of the notice provided by the Settlement Fund Administrator, any party may dispute, in writing, the calculation of the Annual Payment (including the amount allocated for Settlement Fund Administrator costs and fees), or the amount to be received by a Settling State and/or its Participating Subdivisions listed on Exhibit G. Such disputing party must provide a written notice of dispute to the Settlement Fund Administrator, the Enforcement Committee, any affected Settling State, and the Settling Distributors identifying the nature of the dispute, the amount of money that is disputed, and the Settling State(s) affected.

5. Within twenty-one (21) calendar days of the sending of a written notice of dispute, any affected party may submit a response, in writing, to the Settlement Fund Administrator, the Enforcement Committee, any affected Settling State, and the Settling Distributors identifying the basis for disagreement with the notice of dispute.

6. If no response is filed, the Settlement Fund Administrator shall adjust the amount calculated consistent with the written notice of dispute, and each Settling Distributor shall pay its allocable share of the adjusted amount, collectively totaling that year's Annual Payment, on the Payment Date. If a written response to the written notice of dispute is timely sent to the Settlement Fund Administrator, the Settlement Fund Administrator shall notify the Settling Distributors of the preliminary amount to be paid, which shall be the greater of the amount originally calculated by the Settling Administrator or the amount that would be consistent with the notice of dispute, *provided, however*, that in no circumstances shall the preliminary amount to be paid be higher than the maximum amount of Base and Incentive Payments A and D for that Payment Year as set forth on Exhibit M. For the avoidance of doubt, a transfer of suspended payments from the Settlement Fund Escrow pursuant to Section XII.A.2 does not count toward determining whether the amount to be paid is higher than the maximum amount of Base and Incentive Payments A and D for that Payment Year as set forth on Exhibit M.

7. The Settlement Fund Administrator shall place any disputed amount of the preliminary amount paid by the Settling Distributors into the Settlement Fund Escrow and shall disburse any undisputed amount to each Settling State and its Participating

Subdivisions listed on Exhibit G within fifteen (15) calendar days of the Payment Date or at such later time as directed by each Settling State.

8. Disputes described in this subsection shall be resolved in accordance with the terms of Section VI.F.

9. For the avoidance of doubt, no Subdivision not listed on Exhibit G shall receive an allocation from the Subdivision Fund and no provision of this Agreement shall be interpreted to create such an entitlement.

C. *Procedure for Annual Payment in Payment Years 1 and 2.* The process described in Section IV.B shall not apply to Payment Years 1 and 2. The procedure in lieu of Section IV.B.1 for Payment Years 1 and 2 is as set forth below:

1. The Payment Date for Payment Year 1 is September 30, 2021. *Provided* that the condition set forth in Section II.B has been satisfied, on or before such date, the Settling Distributors shall pay into the Settlement Fund Escrow the total amount of the base payment, Incentive Payment A for the Settling States (the amount specified in Exhibit M for Payment Year 1 reduced by the allocable share of any Non-Settling States), and the Settling Distributors' allocable share of the amount of any Settlement Fund Administrator costs and fees that exceed the available interest accrued in the Settlement Fund pursuant to Section V.C.5. In the event that, in accordance with the terms of Section VIII.A, the Settling Distributors determine not to proceed with the Settlement, or the Settlement does not become effective for any other reason, the funds held in the Settlement Fund Escrow shall immediately revert to the Settling Distributors. If the condition set forth in Section VIII.A is met, the Settlement Fund Administrator shall allocate the Annual Payment, after subtracting the portion of Settlement Fund Administrator costs and fees owed out of funds from the Settlement Fund pursuant to Section V.C.5, pursuant to Section V.C and Section V.D among the Settling States and their Participating Subdivisions listed on Exhibit G. The portion of any Settlement Fund Administrator costs and fees owed out of funds from the Settlement Fund pursuant to Section V.C.5 shall be available to the Settlement Fund Administrator for the payment of such costs and fees immediately. The remainder of the Annual Payment for Payment Year 1 shall be transferred by the Settlement Fund Administrator on the Effective Date from the Settlement Fund Escrow to the Settlement Fund and then to each Settling State and to its Initial Participating Subdivisions included on Exhibit G; *provided, however*, that for any Settling State where the Consent Judgment has not been entered as of the Effective Date, the funds allocable to that Settling State and its Participating Subdivisions included on Exhibit G shall not be transferred from the Settlement Fund Escrow or disbursed until ten (10) calendar days after the entry of the Consent Judgment in that State; and, *provided, further*, the Settlement Fund Administrator shall leave in the Settlement Fund Escrow funds allocated to Subdivisions included on Exhibit G that are not Initial Participating Subdivisions. Should such a Subdivision become a Participating Subdivision between the Initial Participation Date and the Effective Date, the allocation for such Participating Subdivision shall be transferred to the Settlement Fund and paid to the Participating Subdivision at the same time as Initial Participating Subdivisions in that State are paid.

2. The Payment Date for Payment Year 2 is July 15, 2022. On or before such date, the Settling Distributors shall pay into the Settlement Fund the total amount of the base payment, Incentive Payment A for the Settling States (the amount specified in Exhibit M for Payment Year 2 reduced by the allocable share of any Non-Settling States), and the Settling Distributors' allocable share of the amount of any Settlement Fund Administrator costs and fees that exceed the available interest accrued in the Settlement Fund pursuant to Section V.C.5. The portion of any Settlement Fund Administrator costs and fees owed out of funds from the Settlement Fund pursuant to Section V.C.5 shall be available to the Settlement Fund Administrator for the payment of such costs and fees immediately. The Settlement Fund Administrator shall disburse the remaining amounts to each Settling State and to its Participating Subdivisions included on Exhibit G within fifteen (15) calendar days of the Payment Date or at such later time as directed by each Settling State. If a Settling State enacts a legislative Bar after the Initial Participation Date, but before July 15, 2022, a Subdivision that meets the requirements for becoming a Participating Subdivision under Section VII prior to July 15, 2022 (but was not an Initial Participating Subdivision) shall be eligible to receive its allocated share (if any) for Payment Year 2, and it shall also receive any amounts allocated to it for Payment Year 1 from the Settlement Fund Escrow.

3. Any amounts remaining in the Settlement Fund Escrow for allocations to Subdivisions listed on Exhibit G that have not become Participating Subdivisions after all payments for Payment Year 2 are disbursed shall be transferred to the Settlement Fund and disbursed to the appropriate sub-funds in each Settling State pursuant to Section V.D.5.

4. Any disputes as to the allocation of the Annual Payments in Payment Years 1 and 2 shall be resolved pursuant to the process set forth in Section IV.B.3 through Section IV.B.8, except that in Payment Year 1, the Settlement Fund Administrator shall have until ten (10) calendar days after the Initial Participation Date to give notice of the amount to be received by each Settling State, the amount to be received by the separate types of funds for each Settling State (if applicable), and the amount to be received by each Initial Participating Subdivision in the Settling States that is listed on Exhibit G.

D. *Payment Date for Subsequent Payment Years.* The Payment Date for Payment Year 3 and successive Payment Years is July 15 of the third and successive years and the Annual Payment shall be made pursuant to the process set forth in Section IV.B, except that, with respect to Payment Year 3, Settling States shall have up to the Payment Date to become eligible for Incentive Payment A and thus avoid the reductions set forth in Section XIII. If a Settling State enacts a Bar less than sixty (60) calendar days before the Payment Date for Payment Year 3, each Settling Distributor shall pay, within thirty (30) calendar days of the Payment Year 3 Payment Date, its allocable share, pursuant to Section IV.I, of the difference between the Annual Payment as calculated by the Settlement Fund Administrator and the amount that would have been owed had the Settlement Fund Administrator taken the Bar into account.

E. *Base Payments.* Subject to the suspension, reduction, and offset provisions set forth in Section XII and Section XIII, the Settling Distributors shall collectively make base

payments equal to fifty-five percent (55%) of the Net Abatement Amount multiplied by the aggregate Overall Allocation Percentage of the Settling States. These payments will be due in installments consistent with Exhibit M over the eighteen (18) Payment Years and as adjusted by the Settlement Fund Administrator pursuant to the provisions in Section IV, Section XII, and Section XIII.

F. *Incentive Payments.* Subject to the suspension, offset, and reduction provisions set forth in Section XII and Section XIII, the Settling Distributors shall collectively make potential additional incentive payments totaling up to a maximum of forty-five percent (45%) of the Net Abatement Amount multiplied by the aggregate Overall Allocation Percentage of the Settling States, with the actual amount depending on whether and the extent to which the criteria set forth below are met in each Settling State. The incentive payments shall be divided among four (4) categories, referred to as Incentive Payments A-D. Incentive Payments A-C will be due in installments over the eighteen (18) Payment Years, and Incentive Payment D will be due in installments over thirteen (13) years beginning with Payment Year 6. The total amount of incentive payments in an Annual Payment shall be the sum of the incentive payments for which individual Settling States are eligible for that Payment Year under the criteria set forth below. The incentive payments shall be made with respect to a specific Settling State based on its eligibility for that year under the criteria set forth below.

1. Incentive Payment A. Incentive Payment A shall be equal to forty percent (40%) of the Net Abatement Amount multiplied by the aggregate Overall Allocation Percentage of the Settling States, provided all Settling States satisfy the requirements of Incentive Payment A. Incentive Payment A will be due to a Settling State as part of the Annual Payment in each of the eighteen (18) Payment Years that a Settling State is eligible for Incentive Payment A and shall equal a total potential maximum of \$7,421,605,477 if all States are eligible for all eighteen (18) Payment Years. Each Settling State's share of Incentive Payment A in a given year, *provided* that Settling State is eligible, shall equal the total maximum amount available for Incentive Payment A for that year as reflected in Exhibit M times the Settling State's Overall Allocation Percentage. Eligibility for Incentive Payment A is as follows:

a. For the Payment Years 1 and 2, all Settling States are deemed eligible for Incentive Payment A.

b. For each Payment Year other than Payment Years 1 and 2, a Settling State is eligible for Incentive Payment A if, as of sixty (60) calendar days prior to the Payment Date (except that in Payment Year 3, this date is as of the Payment Date), (i) there is a Bar in that State in full force and effect, (ii) there is a Settlement Class Resolution in that State in full force and effect, (iii) the Released Claims of all of the following entities are released through the execution of Subdivision Settlement Participation Forms, or there is a Case-Specific Resolution against such entities: all Primary Subdivisions, Litigating Subdivisions, School Districts with a K-12 student enrollment of at least 25,000 or .10% of a State's population, whichever is greater, and Health Districts and Hospital Districts that have at least one hundred twenty-five (125) hospital beds in one or more hospitals rendering services in that district; or (iv) a combination of

the actions in clauses (i)-(iii) has achieved the same level of resolution of Claims by Subdivisions (e.g., a Bar against future litigation combined with full joinder by Litigating Subdivisions). For the avoidance of doubt, subsection (iv) cannot be satisfied unless all Litigating Subdivisions are Participating Subdivisions or there is a Case-Specific Resolution against any such Subdivisions that are not Participating Subdivisions. The Settling Distributors and the Enforcement Committee shall meet and confer in order to agree on data sources for purposes of this Section prior to the Preliminary Agreement Date.

c. Notwithstanding Section IV.F.1.b, for each Payment Year other than Payment Years 1 and 2, a Settling State that is not eligible for Incentive Payment A as of the Incentive Payment Final Eligibility Date shall not be eligible for Incentive Payment A for that Payment Year or any subsequent Payment Years.

d. If the Settling Distributors made a payment under Incentive Payment A solely on the basis of a Bar or Settlement Class Resolution in a Settling State and that Bar or Settlement Class Resolution is subsequently removed, revoked, rescinded, reversed, overruled, interpreted in a manner to limit the scope of the release, or otherwise deprived of force or effect in any material respect, that Settling State shall not be eligible for Incentive Payment A thereafter, unless the State requalifies for Incentive Payment A through any method pursuant to Section IV.F.1.b, in which case the Settling State shall be eligible for Incentive Payment A less any litigation fees and costs incurred by Settling Distributor in the interim, except that, if the re-imposition occurs after the completion of opening statements in a trial involving a Released Claim, the Settling State shall not be eligible for Incentive Payment A (unless this exception is waived by the Settling Distributors).

e. In determining the amount of Incentive Payment A that Settling Distributors will pay in a Payment Year and each Settling State's share, if any, of Incentive Payment A for that Payment Year, the Settlement Fund Administrator shall: (i) identify all Settling States that are eligible for Incentive Payment A; (ii) multiply the Overall Allocation Percentage for each such eligible Settling State by the maximum amount that Settling Distributors could owe with respect to Incentive Payment A for that Payment Year as listed on Exhibit M. The amount calculated in (ii) shall be the amount allocated to a Settling State eligible for Incentive Payment A for that Payment Year and the aggregate of each such amount for Settling States eligible for Incentive Payment A shall be the amount of Incentive Payment A Settling Distributors are obligated to pay in that Payment Year, all such amounts subject to the suspension, offset, and reduction provisions in Section XII and Section XIII.

2. Incentive Payment B. Incentive Payment B shall be available to Settling States that are not eligible for Incentive Payment A for the applicable Payment Year. Incentive Payment B shall be equal to up to twenty-five percent (25%) of the Net Abatement Amount multiplied by the aggregate Overall Allocation Percentage of the

Settling States. Incentive Payment B will be due to a Settling State as part of the Annual Payment in each of the eighteen (18) Payment Years that a Settling State is eligible for Incentive Payment B and equal a total potential maximum of \$4,638,503,423 if all States are eligible for all eighteen (18) Payment Years. Each Settling State's maximum share of Incentive Payment B in a given year shall equal the total maximum amount available for Incentive Payment B for that year as reflected in Exhibit M times the Settling State's Overall Allocation Percentage. Eligibility for Incentive Payment B is as follows:

- a. A Settling State is not eligible for Incentive Payment B for a Payment Year for which it is eligible for Incentive Payment A.
- b. Subject to Section IV.F.2.a, the amount of Incentive Payment B for which a Settling State is eligible in a Payment Year shall be a percentage of that State's maximum share of Incentive Payment B based on the extent to which (A) Litigating Subdivisions in the State are Participating Subdivisions or (B) there is a Case-Specific Resolution against Litigating Subdivisions in the State, collectively, "*Incentive B Eligible Subdivisions*." The percentage of the State's maximum share of Incentive Payment B that the State is eligible for in a Payment Year shall be determined according to the table below:

| Percentage of Litigating Subdivision Population that is Incentive B Eligible Subdivision Population⁵ | Incentive Payment B Eligibility Percentage |
|--|---|
| Up to 85% | 0% |
| 85%+ | 30% |
| 86+ | 40% |
| 91+ | 50% |
| 95+ | 60% |
| 99%+ | 95% |
| 100% | 100% |

⁵ The "Percentage of Litigating Subdivision Population that is Incentive B Eligible Subdivision Population" shall be determined by the aggregate population of the Settling State's Litigating Subdivisions that are Incentive B Eligible Subdivisions divided by the aggregate population of the Settling State's Litigating Subdivisions. In calculating the Settling State's population that resides in Litigating Subdivisions, (a) the population of the Settling State's Litigating Subdivisions shall be the sum of the population of all Litigating Subdivisions in the Settling State, notwithstanding that persons may be included within the population of more than one Litigating Subdivision, and (b) the population that resides in Incentive B Eligible Subdivisions shall be the sum of the population of the Incentive B Eligible Subdivisions, notwithstanding that persons may be included within the population of more than one Incentive B Eligible Subdivision. An individual Litigating Subdivision shall not be included more than once in the numerator, and shall not be included more than once in the denominator, of the calculation regardless if it (or any of its officials) is named as multiple plaintiffs in the same lawsuit; *provided, however*, that for the avoidance of doubt, no Litigating Subdivision will be excluded from the numerator or denominator under this sentence unless a Litigating Subdivision otherwise counted in the denominator has the authority to release the Claims (consistent with Section XI) of the Litigating Subdivision to be excluded. For the avoidance of doubt, a Settling State in which the population that resides in Incentive B Eligible Subdivisions is less than eighty-five percent (85%) of the population of Litigating Subdivisions shall not be eligible for any portion of Incentive Payment B.

c. In determining the amount that Settling Distributors will pay in a Payment Year under Incentive Payment B and each Settling State's share of Incentive Payment B for that Payment Year, the Settlement Fund Administrator shall: (i) identify all States that are eligible for Incentive Payment B because they are ineligible for Incentive Payment A; (ii) determine the Incentive Payment B eligibility percentage for each such Settling State; (iii) multiply the Incentive Payment B eligibility percentage for each such State by the Overall Allocation Percentage of that State; (iv) multiply the product from (iii) by the maximum amount that Settling Distributors could owe under Incentive Payment B for that Payment Year from Exhibit M. The amount calculated in (iv) shall be the amount allocated to a Settling State eligible for Incentive Payment B for that Payment Year, and the aggregate of such amounts for Settling States eligible for Incentive Payment B shall be the amount paid for that Payment Year by Settling Distributors with respect to Incentive Payment B, all such amounts subject to the suspension, offset, and reduction provisions in Section XII and Section XIII. If there are no Litigating Subdivisions in a Settling State, and that Settling State is otherwise eligible for Incentive Payment B, that Settling State will receive its full allocable share of Incentive Payment B.

d. A Settling State's eligibility for Incentive Payment B for a Payment Year shall be determined as of sixty (60) calendar days prior to the Payment Date for that Payment Year; *provided* that the percentage of Incentive Payment B for which a Settling State is eligible as of the Incentive Payment Final Eligibility Date shall cap its eligibility for that Payment Year and all subsequent Payment Years.

3. Incentive Payment C. Incentive Payment C shall be available to Settling States that are not eligible for Incentive Payment A for a Payment Year, including to Settling States that are also eligible for Incentive Payment B. Incentive Payment C shall be equal to up to fifteen percent (15%) of the Net Abatement Amount multiplied by the aggregate Overall Allocation Percentage of the Settling States. Incentive Payment C will be due to a Settling State as part of the Annual Payment in each of the eighteen (18) Payment Years that a Settling State is eligible for Incentive Payment C and equal a total potential maximum of \$2,783,102,054 if all States are eligible for all eighteen (18) Payment Years. Each Settling State's maximum share of Incentive Payment C in a given year shall equal the total maximum amount available for Incentive Payment C for that year as reflected in Exhibit M multiplied by the Settling State's Overall Allocation Percentage. Eligibility for Incentive Payment C is as follows:

a. A Settling State is not eligible for Incentive Payment C for a Payment Year in which it is eligible for Incentive Payment A.

b. Subject to Section IV.F.3.a, the amount of Incentive Payment C for which a Settling State is eligible in a Payment Year shall be a percentage of the State's maximum share of Incentive Payment C based on the extent to which (A) Non-Litigating Subdivisions that are Primary Subdivisions with a population

over 30,000 and Litigating Subdivisions in the State are Participating Subdivisions or (B) there is a Case-Specific Resolution against Non-Litigating Subdivisions that are Primary Subdivisions with a population over 30,000 and Litigating Subdivisions in the State, collectively, “*Incentive C Eligible Subdivisions*.” The percentage of the State’s maximum share of Incentive Payment C that the State is eligible for in a Payment Year shall be determined according to the table below:

| Percentage of Relevant Subdivision Population that is Incentive C Eligible Population⁶ | Incentive Payment C Eligibility Percentage |
|--|---|
| Up to 60% | 0% |
| 60%+ | 25% |
| 70%+ | 35% |
| 75%+ | 40% |
| 80%+ | 45% |
| 85%+ | 55% |
| 90%+ | 60% |
| 93%+ | 65% |
| 94%+ | 75% |
| 95+ | 90% |
| 98+ | 95% |
| 100% | 100% |

c. In determining the amount that Settling Distributors will pay in a Payment Year under Incentive Payment C and each Settling State’s share of Incentive Payment C for that Payment Year, the Settlement Fund Administrator shall: (i) identify all States that are eligible for Incentive Payment C because they are ineligible for Incentive Payment A; (ii) determine the Incentive Payment C eligibility percentage for each such Settling State; (iii) multiply the Incentive Payment C eligibility percentage for each such State by the Overall Allocation Percentage of that State; (iv) multiply the product from (iii) by the maximum

⁶ The “Percentage of Relevant Subdivision Population that is Incentive C Eligible Population” shall be determined by the aggregate population of the Settling State’s Incentive C Eligible Subdivisions divided by the aggregate population of the Settling State’s Non-Litigating Primary Subdivisions with a population over 30,000 and Litigating Subdivisions (“*Incentive Payment C Subdivisions*”). None of the population figures shall include Prior Litigating Subdivisions. In calculating the Settling State’s population that resides in Incentive Payment C Subdivisions, (a) the population shall be the sum of the population of all Incentive Payment C Subdivisions in the Settling State, notwithstanding that persons may be included within the population of more than one Incentive Payment C Subdivision, and (b) the population that resides in Incentive C Eligible Subdivisions shall be the sum of the population of the Incentive C Eligible Subdivisions, notwithstanding that persons may be included within the population of more than one Incentive C Eligible Subdivision. An individual Incentive Payment C Subdivision shall not be included more than once in the numerator, and shall not be included more than once in the denominator, of the calculation regardless if it (or any of its officials) is named as multiple plaintiffs in the same lawsuit. For the avoidance of doubt, a Settling State in which the population that resides in Incentive C Eligible Subdivisions is less than sixty percent (60%) of the population of Incentive Payment C Subdivisions shall not be eligible for any portion of Incentive Payment C.

amount that Settling Distributors could owe under Incentive Payment C for that Payment Year from Exhibit M. The amount calculated in (iv) shall be the amount allocated to a Settling State eligible for Incentive Payment C for that Payment Year and the aggregate of such amounts for Settling States eligible for Incentive Payment C shall be the amount paid for that Payment Year by Settling Distributors with respect to Incentive Payment C, all such amounts subject to the suspension, offset, and reduction provisions in Section XII and Section XIII. If there are no Litigating Subdivisions or Non-Litigating Subdivisions that are Primary Subdivisions with a population of more than 30,000 in a Settling State, and that Settling State is otherwise eligible for Incentive Payment C, that Settling State will receive its full allocable share of Incentive Payment C.

d. A Settling State's eligibility for Incentive Payment C for a Payment Year shall be determined as of sixty (60) calendar days prior to the Payment Date for that Payment Year; *provided* that the percentage of Incentive Payment C for which a Settling State is eligible as of the Incentive Payment Final Eligibility Date shall cap its eligibility for that Payment Year and all subsequent Payment Years.

4. Incentive Payment D. Incentive Payment D shall be applied at Payment Year 6. Incentive Payment D shall be equal to five percent (5%) of the Net Abatement Amount multiplied by the aggregate Overall Allocation Percentage of the Settling States. Incentive Payment D will be due to a Settling State as part of the Annual Payment for each of thirteen (13) Payment Years (from Payment Year 6 to Payment Year 18) that any Settling State is eligible for Incentive Payment D and equal a total potential maximum of \$927,700,685 if all States are eligible for all thirteen (13) Payment Years. Each Settling State's share of Incentive Payment D in a given year shall equal the total maximum amount available for Incentive Payment D for that year as reflected in Exhibit M times the Settling State's Overall Allocation Percentage. Eligibility for Incentive Payment D is as follows:

a. A Settling State is eligible for Incentive Payment D if there has been no Later Litigating Subdivision in that State that has had a Claim against a Released Entity survive more than six (6) months after denial in whole or in part of a Threshold Motion.

b. A Settling State's eligibility for Incentive Payment D shall be determined as of sixty (60) calendar days prior to the Payment Date. If a Later Litigating Subdivision's lawsuit in that State survives more than six (6) months after denial in whole or in part of a Threshold Motion after that date, that State shall not be eligible for Incentive Payment D for the Payment Year in which that occurs and any subsequent Payment Year.

c. Notwithstanding Section IV.F.4, a Settling State can become re-eligible for Incentive Payment D if the lawsuit that survived a Threshold Motion is dismissed pursuant to a later motion on grounds included in the Threshold Motion, in which case the Settling State shall be eligible for Incentive Payment D

less any litigation fees and costs incurred by Settling Distributor in the interim, except that if the dismissal motion occurs after the completion of opening statements in such action, the Settling State shall not be eligible for Incentive Payment D.

d. For the avoidance of doubt, a Settling State may be eligible for Incentive Payment D whether or not it is eligible for Incentive Payments A-C.

e. In determining the amount of Incentive Payment D that Settling Distributors will pay in a Payment Year and each Settling State's share, if any, of Incentive Payment D for that Payment Year, the Settlement Fund Administrator shall: (i) identify all Settling States that are eligible for Incentive Payment D; (ii) multiply the Overall Allocation Percentage for each such eligible Settling State by the maximum amount that Settling Distributors could owe with respect to Incentive Payment D for that Payment Year listed on Exhibit M; and (iii) subtract any litigation fees and costs allowed to be deducted pursuant to Section IV.F.4.c. The amount calculated in (iii) shall be the amount allocated to a Settling State eligible for Incentive Payment D for that Payment Year and the aggregate of each such amount for Settling States eligible for Incentive Payment D shall be the amount of Incentive Payment D Settling Distributors are obligated to pay in that Payment Year, all such amounts subject to the suspension, reduction, and offset provisions in Section XII and Section XIII.

G. *Reductions/Offsets.* The base and incentive payments are subject to suspension, offset, and reduction as provided in Section XII and Section XIII.

H. *State-Specific Agreements.* Notwithstanding any other provision of this Agreement or any other agreement, in the event that: (1) the Settling Distributors enter into an agreement with any Settling State that resolves with finality such Settling State's Claims consistent with Section XI of this Agreement and such agreement has an effective date prior to the Effective Date of this Agreement (such agreement, a "*State-Specific Agreement*") and (2) pursuant to the terms of the State-Specific Agreement, any payments, or any portion thereof, made by the Settling Distributors thereunder are made in lieu of any payments (for the avoidance of doubt, including the Additional Restitution Amount), or any portion thereof, to be made under this Agreement and the Settling Distributors make such a payment pursuant to the State-Specific Agreement, then the Settling Distributors will reduce any payments allocable to such Settling State (whether made to the Settlement Fund Escrow or the Settlement Fund) made pursuant to this Agreement to the extent such amount was already paid pursuant to the terms of the State-Specific Agreement.

I. *Allocation of Payments among Settling Distributors.* Payments due from the Settling Distributors under this Section IV, Section IX, and Section X will be allocated among the Settling Distributors as follows: McKesson – 38.1%; Amerisource – 31.0%; Cardinal – 30.9%. A Settling Distributor's sole responsibility for payments under this Agreement shall be to make its share of each payment. The obligations of the Settling Distributors in this Agreement are several and not joint. No Settling Distributor shall be responsible for any portion of another Settling Distributor's share.

J. *Pre-payment Option.*

1. Any Settling Distributor shall have the right, subject to the limitations set forth in Section IV.J.3, to prepay any base payment or incentive payment in whole or in part, without premium or penalty (a "*Settlement Prepayment*") by providing at least fourteen (14) calendar days prior written notice to the Settlement Fund Administrator and Enforcement Committee (a "*Prepayment Notice*"). Any Prepayment Notice shall specify: (a) the gross amount of the Settlement Prepayment (the "*Gross Settlement Amount*"), (b) the manner in which such Settlement Prepayment shall be applied to reduce such Settling Distributor's future share of Annual Payments (*i.e.*, to which future year(s) the allocable portion of an Annual Payment owed by such Settling Distributor the Settlement Prepayment should be applied) (such manner of application, a "*Settlement Prepayment Reduction Schedule*"), (c) the net present value of the Settlement Prepayment as of the Prepayment Date based on the Settlement Prepayment Reduction Schedule using a discount rate equal to the prime rate as published by the *Wall Street Journal* on the date of the Prepayment Notice plus 1.75% (such net present value amount, the "*Net Settlement Prepayment Amount*"), and (d) the date on which the prepayment will be made, which shall be no more than fifteen (15) calendar days after the date of the Prepayment Notice (the "*Prepayment Date*").

2. On the Prepayment Date the Settling Distributor shall pay the Net Settlement Prepayment Amount to the Settlement Fund and such amount shall be used only as specified in Section V. Following such payment, all future portions of the Annual Payments allocated to the applicable Settling Distributor under Section IV.E and Section IV.F shall be reduced pursuant to the Settlement Prepayment Reduction Schedule, and the Exhibit M will be updated to give effect to such reduction, and going forward such updated schedule will be Exhibit M.

3. A Settling Distributor's right to make prepayments shall be subject to the following limitations:

a. Prepayments may apply to base payments or to both base and incentive payments. If the prepayment applies to both base and incentive payments, the prepayments will apply proportionately across base and incentive payments.

b. A Settling Distributor shall make no more than three (3) prepayments over the eighteen (18) year payment term. A Settling Distributor shall not make more than one (1) prepayment in a five (5) year period and there shall not be prepayments made in the first two (2) Payment Years.

c. Prepayments shall only be applied to one (1) or more of the three (3) Payment Years following the prepayment.

d. The total amount of a prepayment of base payments after discounting calculations shall not be larger than the base payment for the Payment Year with the lowest Annual Payment amount affected by the prepayment. The

total amount of a prepayment for both base payments and incentive payments shall not be larger than the base payment and anticipated incentive payment for the lowest Payment Year affected by the prepayment. The “anticipated incentive payment” for a future Payment Year shall reflect the incentives earned by each Settling State as of the time of the prepayment and any offsets or adjustments known at that time.

e. In a Payment Year against which there has been a prepayment, if the amount a Settling State is calculated to receive is greater than the amount prepaid prior to discounting calculations, the Settling Distributor shall pay the difference. If, in a Payment Year for which there has been a prepayment, the amount that a Settling State is calculated to receive is less than the amount calculated at the time of the prepayment, there shall be a credit for the difference to the Settling Distributor to be applied in the subsequent Payment Year(s), if any.

f. Prepayments shall be applied proportionately to all Settling States.

4. The Settling States may agree to a prepayment that does not apply these restrictions. Such a prepayment would need approval of Settling States representing at least ninety-five percent (95%) allocable share as measured by the allocations in Exhibit E; *provided, however*, that this provision does not limit or restrict any Settling State from negotiating its own prepayment with a Settling Distributor.

5. For illustrative purposes only, attached as Exhibit Q are examples showing a Settlement Prepayment, the related calculation of the Net Settlement Prepayment Amount, and the related adjustment to the Settlement Payment Schedule.

K. *Significant Financial Constraint.*

1. A Settling Distributor's allocable share of the Annual Payment for a Payment Year may, at the election of such Settling Distributor, be deferred either (a) up to the amount by which that share plus such Settling Distributor's share of amounts payable under Section IX and Section X would exceed twenty percent (20%) of such Settling Distributor's total operating cash flow (as determined pursuant to United States generally accepted accounting principles) for its fiscal year that concluded most recently prior to the due date for that payment or (b) (i) up to twenty-five percent (25%) if, as of thirty (30) calendar days preceding that payment date, the company's credit rating from one or more of the three nationally recognized rating agencies is below BBB or Baa2 or (ii) up to one hundred percent (100%) if, as of thirty (30) calendar days preceding that payment date, the company's credit rating from one or more of the three nationally recognized rating agencies is below BBB- or Baa3. If the reason for exceeding twenty percent (20%) of a Settling Distributor's total operating cash flow or the decrease in credit rating is substantially attributable to the incurrence of debt to fund post-settlement acquisitions or to the payment of dividends and/or share repurchases that together are of an amount that exceeds the total amount of those two items for the prior fiscal year, no deferral is available. A Settling Distributor shall not be allowed to defer payment for a

Payment Year if that Settling Distributor engaged in any share repurchases in the three fiscal quarters prior to the Payment Date for that Payment Year.

2. If a Settling Distributor has reason to believe that it will not be able to pay some or all of its allocable share of the Annual Payment for a Payment Year, it shall provide at least ninety (90) calendar days' prior written notice to the Settlement Fund Administrator and Enforcement Committee (a "*Deferred Payment Notice*"). Any Deferred Payment Notice shall specify and include: (a) the gross amount of the payments owed (including the estimated allocable portion of the Annual Payment, and amounts owed under Section IX and Section X, by the relevant Settling Distributor), (b) the amount that the Settling Distributor believes it will be unable to pay, (c) the accounting and audited financial documents upon which the Settling Distributor relied for making this determination, and (d) any other relevant information for the Enforcement Committee to consider.

3. A Settling Distributor shall not utilize this provision during the first three (3) Payment Years. If a Settling Distributor defers some or all of the payments due in a Payment Year pursuant to this Section IV.K, it shall not repurchase any shares, or fund new acquisitions with an acquisition price greater than \$250 million, during the deferral period until the deferred amount is fully repaid with interest. Any amounts deferred shall bear interest at an interest rate equal to the prime rate as published by the *Wall Street Journal* on the date of the Deferral Payment Notice plus 0.5%.

4. The Settling Distributor shall pay all deferred amounts, including applicable interest on the next Payment Date. If the amounts previously deferred (including interest) together with the Settling Distributor's share of all payments due for a Payment Year would allow for a deferral under Section IV.K.1, the Settling Distributor shall pay as much of the previously deferred amounts (including interest) as it can pay without triggering the ability to defer payment and may defer the remainder as permitted under (and subject to the restrictions of) this Section IV.K.

5. Deferrals will apply proportionally across base payments and incentive payments. For the avoidance of doubt, this Section IV.K applies fully to Payment Years after the first three (3) Payment Years, including the base payments and all incentive payments due pursuant to this Agreement during the Payment Year at issue.

6. If a Settling Distributor could pay a portion of its allocable share of the Annual Payments due pursuant to this Agreement during a Payment Year without triggering this Section IV.K, the Settling Distributor shall be required to pay that portion as scheduled and only the excess would be subject to deferral at the election of the Settling Distributor (in whole or in part) as provided herein.

7. The Settling Distributor shall pay any deferred amounts, including applicable interest on or before the date on which the payment is due for Payment Year 18.

V. Allocation and Use of Settlement Payments

A. *Components of Settlement Fund.* The Settlement Fund shall be comprised of an Abatement Accounts Fund, a State Fund, and a Subdivision Fund for each Settling State. The payments made under Section IV into the Settlement Fund shall be initially allocated among those three (3) sub-funds and distributed and used as provided below. Payments placed into the Settlement Fund do not revert back to the Settling Distributors.

B. *Use of Settlement Payments.*

1. It is the intent of the Parties that the payments disbursed from the Settlement Fund to Settling States and Participating Subdivisions be for Opioid Remediation, subject to exceptions that must be documented in accordance with Section V.B.2. In no event may less than eighty-five percent (85%) of the Settling Distributors' maximum amount of payments pursuant to Section IV, Section IX, and Section X as set forth on Exhibit M over the entirety of all Payments Years (but not any single Payment Year) be spent on Opioid Remediation.

2. While disfavored by the Parties, a Settling State or a Participating Subdivision set forth on Exhibit G may use monies from the Settlement Fund (that have not been restricted by this Agreement solely to future Opioid Remediation) for purposes that do not qualify as Opioid Remediation. If, at any time, a Settling State or a Participating Subdivision set forth on Exhibit G uses any monies from the Settlement Fund for a purpose that does not qualify as Opioid Remediation, such Settling State or Participating Subdivision set forth on Exhibit G shall identify such amounts and report to the Settlement Fund Administrator and the Settling Distributors how such funds were used, including if used to pay attorneys' fees, investigation costs, litigation costs, or costs related to the operation and enforcement of this Agreement, respectively. It is the intent of the Parties that the reporting under this Section V.B.2 shall be available to the public. For the avoidance of doubt, (a) any amounts not identified under this Section V.B.2 as used to pay attorneys' fees, investigation costs, or litigation costs shall be included in the "Compensatory Restitution Amount" for purposes of Section VI.F and (b) Participating Subdivisions not listed on Exhibit G may only use monies from the Settlement Fund for purposes that qualify as Opioid Remediation.

C. *Allocation of Settlement Fund.*

The allocation of the Settlement Fund allows for different approaches to be taken in different states, such as through a State-Subdivision Agreement. Given the uniqueness of States and their Subdivisions, Settling States and their Subdivisions are encouraged to enter into State-Subdivision Agreements in order to direct the allocation of their portion of the Settlement Fund. As set out below, the Settlement Fund Administrator will make an initial allocation to three (3) state-level sub-funds. The Settlement Fund Administrator will then, for each Settling State and its Participating Subdivisions, apply the terms of this Agreement and any relevant State-Subdivision Agreement, Statutory Trust, Allocation Statute, or voluntary redistribution of funds as set out below before disbursing the funds.

1. Base Payments. The Settlement Fund Administrator will allocate base payments under Section IV.D among the Settling States in proportion to their respective Overall Allocation Percentages. Base payments for each Settling State will then be allocated fifteen percent (15%) to its State Fund, seventy percent (70%) to its Abatement Accounts Fund, and fifteen percent (15%) to its Subdivision Fund. Amounts may be reallocated and will be distributed as provided in Section V.D.

2. Incentive Payments. The Settlement Fund Administrator will treat incentive payments under Section IV.F on a State-specific basis. Incentive payments for which a Settling State is eligible under Section IV.F will be allocated fifteen percent (15%) to its State Fund, seventy percent (70%) to its Abatement Accounts Fund, and fifteen percent (15%) to its Subdivision Fund. Amounts may be reallocated and will be distributed as provided in Section V.D.

3. Application of Adjustments. If a suspension, offset, or reduction under Section XII or Section XIII applies with respect to a Settling State, the suspension, offset, or reduction shall be applied proportionally to all amounts that would otherwise be apportioned and distributed to the State Fund, the Abatement Accounts Fund, and the Subdivision Fund for that State.

4. Settlement Fund Administrator. Prior to the Initial Participation Date, the Settling Distributors and the Enforcement Committee will agree to a detailed mechanism consistent with the foregoing for the Settlement Fund Administrator to follow in allocating, apportioning, and distributing payments, which shall then be appended hereto as Exhibit L.

5. Settlement Fund Administrator Costs. Any costs and fees associated with or arising out of the duties of the Settlement Fund Administrator as described in Exhibit L shall be paid from the interest accrued in the Settlement Fund Escrow and the Settlement Fund; *provided, however*, that if such accrued interest is insufficient to pay the entirety of any such costs and fees, Settling Distributors shall pay fifty percent (50%) of the additional amount and fifty percent (50%) shall be paid out of the Settlement Fund.

D. Settlement Fund Reallocation and Distribution.

As set forth below, within a particular Settling State's account, amounts contained in the Settlement Fund sub-funds may be reallocated and distributed per a State-Subdivision Agreement or other means. If the apportionment of amounts is not addressed and controlled under Section V.D.1 and Section V.D.2, then the default provisions of Section V.D.4 apply. It is not necessary that a State-Subdivision Agreement or other means of allocating funds pursuant to Section V.D.1 and Section V.D.2 address all of the Settlement Fund sub-funds. For example, a Statutory Trust might only address disbursements from a Settling State's Abatement Accounts Fund.

1. Distribution by State-Subdivision Agreement. If a Settling State has a State-Subdivision Agreement, amounts apportioned to that State's State Fund, Abatement Accounts Fund, and Subdivision Fund under Section V.C shall be reallocated and

distributed as provided by that agreement. Any State-Subdivision Agreement entered into after the Preliminary Agreement Date shall be applied only if it requires: (a) that all amounts be used for Opioid Remediation, except as allowed by Section V.B.2, and (b) that at least seventy percent (70%) of amounts be used solely for future Opioid Remediation.⁷ For a State-Subdivision Agreement to be applied to the relevant portion of an Annual Payment, notice must be provided to the Settling Distributors and the Settlement Fund Administrator at least sixty (60) calendar days prior to the Payment Date.

2. Distribution by Allocation Statute. If a Settling State has an Allocation Statute and/or a Statutory Trust that addresses allocation or distribution of amounts apportioned to such State's State Fund, Abatement Accounts Fund, and/or Subdivision Fund and that, to the extent any or all such sub-funds are addressed, requires (1) all amounts to be used for Opioid Remediation, except as allowed by Section V.B.2, and (2) at least seventy percent (70%) of all amounts to be used solely for future Opioid Remediation,⁸ then, to the extent allocation or distribution is addressed, the amounts apportioned to that State's State Fund, Abatement Accounts Fund, and Subdivision Fund under Section V.C shall be allocated and distributed as addressed and provided by the applicable Allocation Statute or Statutory Trust. For the avoidance of doubt, an Allocation Statute or Statutory Trust need not address all three (3) sub-funds that comprise the Settlement Fund, and if the applicable Allocation Statute or Statutory Trust does not address distribution of all or some of these three (3) sub-funds, the applicable Allocation Statute or Statutory Trust does not replace the default provisions described in Section V.D.4 of any such unaddressed fund. For example, if an Allocation Statute or Statutory Trust that meets the requirements of this Section V.D.2 only addresses funds restricted to abatement, then the default provisions in this Agreement concerning allocation among the three (3) sub-funds comprising the Settlement Fund and the distribution of the State Fund and Subdivision Fund for that State would still apply, while the distribution of the applicable State's Abatement Accounts Fund would be governed by the qualifying Allocation Statute or Statutory Trust.

3. Voluntary Redistribution. A Settling State may choose to reallocate all or a portion of its State Fund to its Abatement Accounts Fund. A Participating Subdivision included on Exhibit G may choose to reallocate all or a portion of its allocation from the Subdivision Fund to the State's Abatement Accounts Fund or to another Participating Subdivision. For a voluntary redistribution to be applied to the relevant portion of an Annual Payment, notice must be provided to the Settling Distributors and the Settlement Fund Administrator at least sixty (60) calendar days prior to the Payment Date.

4. Distribution in the Absence of a State-Subdivision Agreement, Allocation Statute, or Statutory Trust. If Section V.D.1 and Section V.D.2 do not apply, amounts

⁷ Future Opioid Remediation includes amounts paid to satisfy any future demand by another governmental entity to make a required reimbursement in connection with the past care and treatment of a person related to the Alleged Harms.

⁸ Future Opioid Remediation includes amounts paid to satisfy any future demand by another governmental entity to make a required reimbursement in connection with the past care and treatment of a person related to the Alleged Harms.

apportioned to that State's State Fund, Abatement Accounts Fund, and Subdivision Fund under Section V.C shall be distributed as follows:

a. Amounts apportioned to that State's State Fund shall be distributed to that State.

b. Amounts apportioned to that State's Abatement Accounts Fund shall be distributed consistent with Section V.E. Each Settling State shall submit to the Settlement Fund Administrator a designation of a lead state agency or other entity to serve as the single point of contact for that Settling State's funding requests from the Abatement Accounts Fund and other communications with the Settlement Fund Administrator. The designation of an individual entity is for administrative purposes only and such designation shall not limit funding to such entity or even require that such entity receive funds from this Agreement. The designated entity shall be the only entity authorized to request funds from the Settlement Fund Administrator to be disbursed from that Settling State's Abatement Accounts Fund. If a Settling State has established a Statutory Trust then that Settling State's single point of contact may direct the Settlement Fund Administrator to release the State's Abatement Accounts Fund to the Statutory Trust.

c. Amounts apportioned to that State's Subdivision Fund shall be distributed to Participating Subdivisions in that State included on Exhibit G per the Subdivision Allocation Percentage listed in Exhibit G. Section VII.I shall govern amounts that would otherwise be distributed to Non-Participating Subdivisions listed in Exhibit G. For the avoidance of doubt and notwithstanding any other provision in this Agreement, no Non-Participating Subdivision will receive any amount from the Settlement Fund, regardless of whether such Subdivision is included on Exhibit G.

d. Special Districts shall not be allocated funds from the Subdivision Fund, except through a voluntary redistribution allowed by Section V.D.3. A Settling State may allocate funds from its State Fund or Abatement Accounts Fund for Special Districts.

5. Restrictions on Distribution. No amounts may be distributed from the Subdivision Fund contrary to Section VII, *i.e.*, no amounts may be distributed directly to Non-Participating Subdivisions or to Later Participating Subdivisions to the extent such a distribution would violate Section VII.E through Section VII.H. Amounts allocated to the Subdivision Fund that cannot be distributed by virtue of the preceding sentence shall be distributed into the sub-account in the Abatement Accounts Fund for the Settling State in which the Subdivision is located, unless those payments are redirected elsewhere by a State-Subdivision Agreement described in Section V.D.1 or by an Allocation Statute or a Statutory Trust described in Section V.D.2.

E. *Provisions Regarding the Abatement Accounts Fund.*

1. State-Subdivision Agreement, Allocation Statute, and Statutory Trust Fund Provisions. A State-Subdivision Agreement, Allocation Statute, or Statutory Trust may govern the operation and use of amounts in that State's Abatement Accounts Fund so long as it complies with the requirements of Section V.D.1 or Section V.D.2, as applicable, and all direct payments to Subdivisions comply with Section VII.E through Section VII.H.

2. Absence of a State-Subdivision Agreement, Allocation Statute, or Statutory Trust. In the absence of a State-Subdivision Agreement, Allocation Statute, or Statutory Trust that addresses distribution, the Abatement Accounts Fund will be used solely for future Opioid Remediation⁹ and the following shall apply with respect to a Settling State:

a. *Regional Remediation.*

(i) At least fifty percent (50%) of distributions for remediation from a State's Abatement Accounts Fund shall be annually allocated and tracked to the regional level. A Settling State may allow the Advisory Committee established pursuant to Section V.E.2.d to define its regions and assign regional allocations percentages. Otherwise, a Settling State shall (A) define its initial regions, which shall consist of one (1) or more General Purpose Subdivisions and which shall be designated by the state agency with primary responsibility for substance abuse disorder services employing, to the maximum extent practical, existing regions established in that State for opioid abuse treatment or other public health purposes; (B) assign initial regional allocation percentages to the regions based on the Subdivision Allocation Percentages in Exhibit G and an assumption that all Subdivisions included on Exhibit G will become Participating Subdivisions.

(ii) This minimum regional expenditure percentage is calculated on the Settling State's initial Abatement Accounts Fund allocation and does not include any additional amounts a Settling State has directed to its Abatement Accounts Fund from its State Fund, or any other amounts directed to the fund. A Settling State may dedicate more than fifty percent (50%) of its Abatement Accounts Fund to the regional expenditure and may annually adjust the percentage of its Abatement Accounts Fund dedicated to regional expenditures as long as the percentage remains above the minimum amount.

(iii) The Settling State (A) has the authority to adjust the definition of the regions, and (B) may annually revise the percentages

⁹ Future Opioid Remediation includes amounts paid to satisfy any future demand by another governmental entity to make a required reimbursement in connection with the past care and treatment of a person related to the Alleged Harms.

allocated to each region to reflect the number of General Purpose Subdivisions in each region that are Non-Participating Subdivisions.

b. *Subdivision Block Grants.* Certain Subdivisions shall be eligible to receive regional allocation funds in the form of a block grant for future Opioid Remediation. A Participating Subdivision eligible for block grants is a county or parish (or in the case of States that do not have counties or parishes that function as political subdivisions, a city) that (1) does not contain a Litigating Subdivision or a Later Litigating Subdivision for which it has the authority to end the litigation through a release, bar or other action, (2) either (i) has a population of 400,000 or more or (ii) in the case of California has a population of 750,000 or more, and (3) has funded or otherwise managed an established health care or treatment infrastructure (*e.g.*, health department or similar agency). Each Subdivision eligible to receive block grants shall be assigned its own region.

c. *Small States.* Notwithstanding the provisions of Section V.E.2.a, Settling States with populations under four (4) million that do not have existing regions described in Section V.E.2.a shall not be required to establish regions. However, such a Settling State that contains one (1) or more Subdivisions eligible for block grants under Section V.E.2.c shall be divided regionally so that each block-grant eligible Subdivision is a region and the remainder of the state is a region.

d. *Advisory Committee.* The Settling State shall designate an Opioid Settlement Remediation Advisory Committee (the “*Advisory Committee*”) to provide input and recommendations regarding remediation spending from that Settling State’s Abatement Accounts Fund. A Settling State may elect to use an existing advisory committee or similar entity (created outside of a State-Subdivision Agreement or Allocation Statute); *provided, however*, the Advisory Committee or similar entity shall meet the following requirements:

(i) Written guidelines that establish the formation and composition of the Advisory Committee, terms of service for members, contingency for removal or resignation of members, a schedule of meetings, and any other administrative details;

(ii) Composition that includes at least an equal number of local representatives as state representatives;

(iii) A process for receiving input from Subdivisions and other communities regarding how the opioid crisis is affecting their communities, their abatement needs, and proposals for abatement strategies and responses; and

(iv) A process by which Advisory Committee recommendations for expenditures for Opioid Remediation will be made to and considered by the appropriate state agencies.

3. Abatement Accounts Fund Reporting. The Settlement Fund Administrator shall track and assist in the report of remediation disbursements as agreed to among the Settling Distributors and the Enforcement Committee.

F. *Nature of Payment.* Each of the Settling Distributors, the Settling States, and the Participating Subdivisions acknowledges and agrees that notwithstanding anything to the contrary in this Agreement, including, but not limited to, the scope of the Released Claims:

1. It has entered into this Agreement to avoid the delay, expense, inconvenience, and uncertainty of further litigation;

2. (a) The Settling States and Participating Subdivisions sought compensatory restitution (within the meaning of 26 U.S.C. § 162(f)(2)(A)) as damages for the Alleged Harms allegedly suffered by the Settling States and Participating Subdivisions; (b) the Compensatory Restitution Amount is no greater than the amount, in the aggregate, of the Alleged Harms allegedly suffered by the Settling States and Participating Subdivisions; and (c) the portion of the Compensatory Restitution Amount received by each Settling State or Participating Subdivision is no greater than the amount of the Alleged Harms allegedly suffered by such Settling State or Participating Subdivision;

3. The payment of the Compensatory Restitution Amount by the Settling Distributors constitutes, and is paid for, compensatory restitution (within the meaning of 26 U.S.C. § 162(f)(2)(A)) for alleged damage or harm (as compensation for alleged damage or harm arising out of alleged bodily injury) allegedly caused by the Settling Distributors;

4. The Compensatory Restitution Amount is being paid as compensatory restitution (within the meaning of 26 U.S.C. § 162(f)(2)(A)) in order to restore, in whole or in part, the Settling States and Participating Subdivisions to the same position or condition that they would be in had the Settling States and Participating Subdivisions not suffered the Alleged Harms; and

5. For the avoidance of doubt: (a) no portion of the Compensatory Restitution Amount represents reimbursement to any Settling State or Participating Subdivision or other person or entity for the costs of any investigation or litigation, (b) the entire Compensatory Restitution Amount is properly characterized as described in Section V.F., and (c) no portion of the Compensatory Restitution Amount constitutes disgorgement or is properly characterized as the payment of statutory or other fines, penalties, punitive damages, or other punitive assessments.

VI. Enforcement

A. *Enforceability.* This Agreement is enforceable only by the Settling States and the Settling Distributors; *provided, however*, that Released Entities may enforce Section XI and Participating Subdivisions listed on Exhibit G have the enforcement rights described in Section VI.D. Except to the extent allowed by the Injunctive Relief Terms, Settling States and Participating Subdivisions shall not have enforcement rights with respect to either the terms of

this Agreement that apply only to or in other States or any Consent Judgment entered into by another Settling State. Participating Subdivisions shall not have enforcement rights against the Settling Distributors with respect to this Agreement or any Consent Judgment except that Participating Subdivisions listed on Exhibit G shall have enforcement rights as set forth herein as to payments that would be allocated to the Subdivision Fund or Abatement Accounts Fund pursuant to Section V; *provided, however*, that each Settling State shall allow Participating Subdivisions in such Settling State to notify it of any perceived violations of this Agreement or the applicable Consent Judgment.

B. *Jurisdiction.* The Settling Distributors consent to the jurisdiction of the court in which each Settling State files its Consent Judgment, limited to resolution of disputes identified in Section VI.F.1 for resolution in that court.

C. *Specific Terms Dispute Resolution.*

1. Any dispute that is addressed by the provisions set forth in the Injunctive Relief Terms shall be resolved as provided therein.

2. In the event that Settling Distributors believe that the eight-five percent (85%) threshold established in Section V.B.1 is not being satisfied, any Party may request that the Settling Distributors and Enforcement Committee meet and confer regarding the use of funds to implement Section V.B.1. The completion of such meet-and-confer process is a precondition to further action regarding any such dispute. Further action concerning Section V.B.1 shall: (i) be limited to the Settling Distributors seeking to reduce their Annual Payments by no more than five percent (5%) of the difference between the actual amount of Opioid Remediation and the eighty-five percent (85%) threshold established in Section V.B.1; (ii) only reduce Annual Payments to those Settling States and their Participating Subdivisions that are below the eighty-five percent (85%) threshold established in Section V.B.1; and (iii) not reduce Annual Payments restricted to future Opioid Remediation.

D. *State-Subdivision Enforcement.*

1. A Subdivision shall not have enforcement rights against a Settling State in which it is located with respect to this Agreement or any Consent Judgment except that a Participating Subdivision listed on Exhibit G shall have enforcement rights (a) as provided for in a State-Subdivision Agreement, Allocation Statute, or Statutory Trust with respect to intrastate allocation or (b) in the absence of a State-Subdivision Agreement, Allocation Statute, or Statutory Trust, to allegations that (i) the Settling State's use of Abatement Accounts Fund monies were not used for uses similar to or in the nature of those uses contained in Exhibit E; or (ii) a Settling State failed to pay funds directly from the Abatement Accounts Fund to a Participating Subdivision eligible to receive a block grant pursuant to Section V.E.2.b.

2. A Settling State shall have enforcement rights against a Participating Subdivision located in its territory (a) as provided for in a State-Subdivision Agreement, Allocation Statute, or Statutory Trust; or (b) in the absence of a State-Subdivision

Agreement, Allocation Statute, or Statutory Trust, to allegations that the Participating Subdivisions' uses of Abatement Accounts Fund monies were not used for purposes similar to or in the nature of those uses contained in Exhibit E.

3. As between Settling States and Participating Subdivisions, the above rights are contractual in nature and nothing herein is intended to limit, restrict, change or alter any other existing rights under law.

E. *Subdivision Distributor Payment Enforcement.* A Participating Subdivision listed on Exhibit G shall have the same right as a Settling State pursuant to Section VI.F.2.a(v) to seek resolution regarding the failure by a Settling Distributor to make its allocable share of an Annual Payment in a Payment Year.

F. *Other Terms Regarding Dispute Resolution.*

1. Except to the extent provided by Section VI.C or Section VI.F.2, all disputes shall be resolved in either the court that entered the relevant Consent Judgment or, if no such Consent Judgment was entered, a state or territorial court with jurisdiction located wherever the seat of the relevant state government is located.

a. State court proceedings shall be governed by the rules and procedures of the relevant forum.

b. For the avoidance of doubt, disputes to be resolved in state court include, but are not limited to, the following:

(i) disputes concerning whether expenditures qualify as Opioid Remediation;

(ii) disputes between a Settling State and its Participating Subdivisions as provided by Section VI.D, except to the extent the State-Subdivision Agreement provides for other dispute resolution mechanisms. For the avoidance of doubt, disputes between a Settling State and any Participating Subdivision shall not be considered National Disputes;

(iii) whether this Agreement and relevant Consent Judgment are binding under state law;

(iv) the extent of the Attorney General's or other participating entity's authority under state law, including the extent of the authority to release claims;

(v) whether the definition of a Bar, a Case-Specific Resolution, Final Order, lead state agency as described in Section V.D.4.b, Later Litigating Subdivision, Litigating Subdivision, or Threshold Motion have been met; and

(vi) all other disputes not specifically identified in Section VI.C or Section VI.F.2.

c. Any Party may request that the National Arbitration Panel provide an interpretation of any provision of the settlement that is relevant to the state court determination, and the National Arbitration Panel shall make reasonable best efforts to supply such interpretation within the earlier of thirty (30) calendar days or the time period required by the state court proceedings. Any Party may submit that interpretation to the state court to the extent permitted by, and for such weight provided by, the state court's rules and procedures. If requested by a Party, the National Arbitration Panel shall request that its interpretation be accepted in the form of an *amicus curiae* brief, and any attorneys' fees and costs for preparing any such filing shall be paid for by the requesting Party.

2. National Disputes involving a Settling State, a Participating Subdivision that has enforcement rights pursuant to Section VI.A, and/or a Settling Distributor shall be resolved by the National Arbitration Panel.

a. National Disputes are disputes that are not addressed by Section VI.C, and which are exceptions to Section VI.F.1's presumption of resolution in state courts because they involve issues of interpretation of terms contained in this Agreement applicable to all Settling States without reference to a particular State's law. Disputes between a Settling State and any Participating Subdivision shall not be considered National Disputes. National Disputes are limited to the following:

(i) the amount of offset and/or credit attributable to Non-Settling States or the Tribal/W. Va. Subdivision Credit;

(ii) issues involving the scope and definition of Product;

(iii) interpretation and application of the terms "Covered Conduct," "Released Entities," and "Released Claims";

(iv) the allocation of payments among Settling Distributors as described in Section IV.I;

(v) the failure by a Settling Distributor to pay its allocable share of the Annual Payment or of the Additional Restitution Amount in a Payment Year, but for the avoidance of doubt, disputes between a Settling Distributor and a Settling State over the amounts owed only to that state that do not affect any other Settling State shall not be considered National Disputes;

(vi) the interpretation and application of the significant financial constraint provision in Section IV.K, including, without limitation, eligibility for and amount of deferrals for any given year, time for repayment, and compliance with restrictions during deferral term;

(vii) the interpretation and application of the prepayment provisions as described in Section IV.J;

(viii) the interpretation and application of any most-favored-nation provision in Section XIV.E;

(ix) questions regarding the performance and/or removal of the Settlement Fund Administrator;

(x) replacement of the Monitor, as provided in the Injunctive Relief Terms;

(xi) disputes involving liability of successor entities;

(xii) disputes that require a determination of the sufficiency of participation in order to qualify for Incentive Payments A, B, or C, as well as disputes over qualification for Participation Tiers;

(xiii) disputes involving a Releaser's compliance with, and the appropriate remedy under, Section XI.B.I.A.3;

(xiv) disputes requiring the interpretation of Agreement terms that are national in scope or impact, which shall mean disputes requiring the interpretation of Agreement terms that (i) concretely affect four (4) or more Settling States; and (ii) do not turn on unique definitions and interpretations under state law; and

(xv) any dispute subject to resolution under Section VI.F.1 but for which all parties to the dispute agree to arbitration before the National Arbitration Panel under the provisions of this Section VI.F.2.

b. The National Arbitration Panel shall be comprised of three (3) arbitrators. One (1) arbitrator shall be chosen by the Settling Distributors, one (1) arbitrator shall be chosen by the Enforcement Committee with due input from Participating Subdivisions listed on Exhibit G, and the third arbitrator shall be agreed upon by the first two (2) arbitrators. The membership of the National Arbitration Panel is intended to remain constant throughout the term of this Agreement, but in the event that replacements are required, the retiring arbitrator shall be replaced by the party that selected him/her.

c. The National Arbitration Panel shall make reasonable best efforts to decide all matters within one hundred eighty (180) calendar days of filing, and in no event shall it take longer than one (1) year.

d. The National Arbitration Panel shall conduct all proceedings in a reasonably streamlined process consistent with an opportunity for the parties to be heard. Issues shall be resolved without the need for live witnesses where feasible,

and with a presumption in favor of remote participation to minimize the burdens on the parties.

e. To the extent allowed under state law, a Settling State, a Participating Subdivision that has enforcement rights pursuant to Section VI.A, and (at any party's request) the National Arbitration Panel may certify to an appropriate state court any question of state law. The National Arbitration Panel shall be bound by a final state court determination of such a certified question. The time period for the arbitration shall be tolled during the course of the certification process.

f. The arbitrators will give due deference to any authoritative interpretation of state law, including any declaratory judgment or similar relief obtained by a Settling State, a Participating Subdivision that has enforcement rights pursuant to Section VI.A, or Settling Distributor on a state law issue.

g. The decisions of the National Arbitration Panel shall be binding on Settling States, Participating Subdivisions, Settling Distributors, and the Settlement Fund Administrator. In any proceeding before the National Arbitration Panel involving a dispute between a Settling State and one or more Settling Distributors whose resolution could prejudice the rights of a Participating Subdivision(s) in that Settling State, such Participating Subdivision(s) shall be allowed to file a statement of view in the proceeding.

h. Nothing herein shall be construed so as to limit or otherwise restrict a State from seeking injunctive or other equitable relief in state court to protect the health, safety, or welfare of its citizens.

i. Each party shall bear its own costs in any arbitration or court proceeding arising under this Section VI. The costs for the arbitrators on the National Arbitration Panel shall be divided and paid equally by the disputing sides for each individual dispute, *e.g.*, a dispute between a Settling Distributor and Settling States/Participating Subdivisions shall be split fifty percent (50%) by the Settling Distributor and fifty percent (50%) by the Settling States/Participating Subdivisions that are parties to the dispute; a dispute between a Settling State and a Participating Subdivision shall be split fifty percent (50%) by the Settling State that is party to the dispute and fifty percent (50%) by any Participating Subdivisions that are parties to the dispute.

3. Prior to initiating an action to enforce pursuant to this Section VI.F, the complaining party must:

a. Provide written notice to the Enforcement Committee of its complaint, including the provision of the Consent Judgment and/or Agreement that the practice appears to violate, as well as the basis for its interpretation of the disputed provision. The Enforcement Committee shall establish a reasonable process and timeline for obtaining additional information from the involved

parties; *provided, however*, that the date the Enforcement Committee establishes for obtaining additional information from the parties shall not be more than forty-five (45) calendar days following the notice. The Enforcement Committee may advise the involved parties of its views on the complaint and/or seek to resolve the complaint informally.

b. Wait to commence any enforcement action until thirty (30) calendar days after the date that the Enforcement Committee establishes for obtaining additional information from the involved parties.

4. If the parties to a dispute cannot agree on the proper forum for resolution of the dispute under the provisions of Section VI.F.1 or Section VI.F.2, a committee comprising the Enforcement Committee and sufficient representatives of the Settling Distributors such that the members of the Enforcement Committee have a majority of one (1) member will determine the forum where the dispute will be initiated within twenty-eight (28) calendar days of receiving notification of the dispute relating to the proper forum. The forum identified by such committee shall be the sole forum for litigating the issue of which forum will hear the substantive dispute, and the committee's identification of such forum in the first instance shall not be entitled to deference by the forum selected.

G. *No Effect.* Nothing in this Agreement shall be interpreted to limit the Settling State's Civil Investigative Demand ("CID") or investigative subpoena authority, to the extent such authority exists under applicable state law and the CID or investigative subpoena is issued pursuant to such authority, and Settling Distributors reserve all of their rights in connection with a CID or investigative subpoena issued pursuant to such authority.

VII. Participation by Subdivisions

A. *Notice.* No later than fifteen (15) calendar days after the Preliminary Agreement Date, the Settling States, with the cooperation of the Settling Distributors, shall send individual written notice of the opportunity to participate in this Agreement and the requirements of participation to all Subdivisions in the Settling States that are (1) Litigating Subdivisions or (2) Non-Litigating Subdivisions listed on Exhibit G. The costs of the written notice to such Subdivisions shall be paid for by the Settling Distributors. The Settling States, with the cooperation of the Settling Distributors, may also provide general notice reasonably calculated to alert Non-Litigating Subdivisions in the Settling States to this Agreement, the opportunity to participate in it, and the requirements for participation. Such notice may include publication and other standard forms of notification, as well as notice to national state and county organizations such as the National Association of Counties and the National League of Cities. The notice will include that the deadline for becoming an Initial Participating Subdivision is the Initial Participation Date. Nothing contained herein shall preclude a Settling State from providing further notice to or otherwise contacting any of its Subdivisions about becoming a Participating Subdivision, including beginning any of the activities described in this paragraph prior to the Preliminary Agreement Date.

B. *Requirements for Becoming a Participating Subdivision—Non-Litigating Subdivisions.* A Non-Litigating Subdivision in a Settling State may become a Participating

Subdivision by returning an executed Subdivision Settlement Participation Form to the Settlement Fund Administrator specifying (1) that the Subdivision agrees to the terms of this Agreement pertaining to Subdivisions, (2) that the Subdivision releases all Released Claims against all Released Entities, (3) that the Subdivision agrees to use monies it receives, if any, from the Settlement Fund pursuant to the applicable requirements of Section V; *provided, however*, that Non-Litigating Subdivisions may only use monies originating from the Settlement Fund for purposes that qualify as Opioid Remediation, and (4) that the Subdivision submits to the jurisdiction of the court where the applicable Consent Judgment is filed for purposes limited to that court's role under this Agreement. The required Subdivision Settlement Participation Form is attached as Exhibit K.

C. *Requirements for Becoming a Participating Subdivision—Litigating Subdivisions/Later Litigating Subdivisions.* A Litigating Subdivision or Later Litigating Subdivision in a Settling State may become a Participating Subdivision by returning an executed Subdivision Settlement Participation Form to the Settlement Fund Administrator and upon prompt dismissal with prejudice of its lawsuit. A Settling State may require each Litigating Subdivision in that State to specify on the Subdivision Settlement Participation Form whether its counsel has waived any contingency fee contract with that Participating Subdivision and whether, if eligible, it intends to seek fees pursuant to Exhibit R. The Settlement Fund Administrator shall provide quarterly reports of this information to the parties organized by Settling State. A Litigating Subdivision or Later Litigating Subdivision may not become a Participating Subdivision after the completion of opening statements in a trial of the lawsuit it brought that includes a Released Claim against a Released Entity.

D. *Initial Participating Subdivisions.* A Subdivision qualifies as an Initial Participating Subdivision if it meets the applicable requirements for becoming a Participating Subdivision set forth in Section VII.B or Section VII.C by the Initial Participation Date. All Subdivision Settlement Participation Forms shall be held in escrow by the Settlement Fund Administrator until the Reference Date.

E. *Later Participating Subdivisions.* A Subdivision that is not an Initial Participating Subdivision may become a Later Participating Subdivision by meeting the applicable requirements for becoming a Participating Subdivision set forth in Section VII.B or Section VII.C after the Initial Participation Date and by agreeing to be subject to the terms of a State-Subdivision Agreement (if any) or any other structure adopted or applicable pursuant to Section V.D or Section V.E. The following provisions govern what a Later Participating Subdivision can receive (but do not apply to Initial Participating Subdivisions):

1. Except as provided in Section IV.C, a Later Participating Subdivision shall not receive any share of any Annual Payment due before it became a Participating Subdivision.

2. A Later Participating Subdivision that becomes a Participating Subdivision after July 15, 2022 shall receive seventy-five percent (75%) of the share of future base or incentive payments that it would have received had it become a Later Participating Subdivision prior to that date (unless the Later Participating Subdivision is subject to Section VII.E.3 or Section VII.E.4).

3. A Later Participating Subdivision that, after the Initial Participation Date, maintains a lawsuit for a Released Claim(s) against a Released Entity and has judgment entered against it on every such Claim before it became a Participating Subdivision (other than a consensual dismissal with prejudice) shall receive fifty percent (50%) of the share of future base or incentive payments that it would have received had it become a Later Participating Subdivision prior to such judgment; *provided, however*, that if the Subdivision appeals the judgment and the judgment is affirmed with finality before the Subdivision becomes a Participating Subdivision, the Subdivision shall not receive any share of any base payment or incentive payments.

4. A Later Participating Subdivision that becomes a Participating Subdivision while a Bar or Case-Specific Resolution involving a different Subdivision exists in its State shall receive twenty-five percent (25%) of the share of future base or incentive payments that it would have received had it become a Later Participating Subdivision without such Bar or Case-Specific Resolution.

F. *No Increase in Payments.* Amounts to be received by Later Participating Subdivisions shall not increase the payments due from the Settling Distributors.

G. *Ineligible Subdivisions.* Subdivisions in Non-Settling States and Prior Litigating Subdivisions are not eligible to be Participating Subdivisions.

H. *Non-Participating Subdivisions.* Non-Participating Subdivisions shall not directly receive any portion of any Annual Payment, including from the State Fund and direct distributions from the Abatement Accounts Fund; however, a Settling State may choose to fund future Opioid Remediation that indirectly benefits Non-Participating Subdivisions.

I. *Unpaid Allocations to Later Participating Subdivisions and Non-Participating Subdivisions.* Any base payment and incentive payments allocated pursuant to Section V.D to a Later Participating Subdivision or Non-Participating Subdivision that cannot be paid pursuant to this Section VII, including the amounts that remain unpaid after the reductions required by Section VII.E.2 through Section VII.E.4, will be allocated to the Abatement Accounts Fund for the Settling State in which the Subdivision is located, unless those payments are redirected elsewhere by a State-Subdivision Agreement or by a Statutory Trust.

VIII. Condition to Effectiveness of Agreement and Filing of Consent Judgment

A. *Determination to Proceed With Settlement.*

1. The Settling States shall confer with legal representatives of the Participating Subdivisions listed on Exhibit G and inform the Settling Distributors no later than fifteen (15) calendar days prior to the Reference Date whether there is sufficient participation to proceed with this Agreement. Within seven (7) calendar days of informing the Settling Distributors that there is sufficient participation to proceed, the Settling States will deliver all signatures and releases required by the Agreement to be provided by the Settling States to the Settling Distributors.

2. If the Settling States inform Settling Distributors that there is sufficient participation, the Settling Distributors will then determine on or before the Reference Date whether there is sufficient State participation and sufficient resolution of the Claims of the Litigating Subdivisions in the Settling States (through participation under Section VII, Case-Specific Resolution(s) and Bar(s)) to proceed with this Agreement. The determination shall be in the sole discretion of the Settling Distributors and may be based on any criteria or factors deemed relevant by the Settling Distributors.

B. *Notice by Settling Distributors.* On or before the Reference Date, the Settling Distributors shall inform the Settling States of their determination pursuant to Section VIII.A. If the Settling Distributors determine to proceed, the Parties will proceed to file the Consent Judgments and the obligations in the Subdivision Settlement Participation Forms will be effective and binding as of the Reference Date. If the Settling Distributors determine not to proceed, this Agreement will have no further effect, any amounts placed in escrow for Payment Year 1, including funds referenced in Section IV.C.1, Section IX, Section X, and Exhibit M, shall be returned to the Settling Distributors, and all releases (including those contained in Subdivision Settlement Participation Forms) and other commitments or obligations contained herein or in Subdivision Settlement Participation Forms will be void.

C. *Determination of the Participation Tier.*

1. On the Reference Date, *provided* that Settling Distributors determine to proceed with this Agreement, the Settlement Fund Administrator shall determine the Participation Tier. The criteria used to determine the Participation Tier are set forth in Exhibit H. Any disputes as to the determination of the Participation Tier shall be decided by the National Arbitration Panel.

2. The Participation Tier shall be redetermined by the Settlement Fund Administrator annually as of the Payment Date, beginning with Payment Year 3, pursuant to the criteria set forth in Exhibit H.

3. After Payment Year 6, the Participation Tier cannot move higher, unless this restriction is waived by the Settling Distributors.

4. In the event that a Participation Tier redetermination moves the Participation Tier higher, and that change is in whole or in part as a result of the post-Reference Date enactment of a Bar and there is later a Revocation Event with respect to such Bar, then on the next Payment Date that is at least one hundred eighty (180) calendar days after the Revocation Event, the Participation Tier shall move down to the Participation Tier that would have applied had the Bar never been enacted, unless the Bar is reinstated or all Subdivisions affected by the Revocation Event become Participating Subdivisions within one hundred eighty (180) calendar days of the Revocation Event. This is the sole circumstance in which, on a nationwide basis, the Participation Tier can move down.

5. In the event that there is a post-Reference Date Revocation Event with respect to a Bar that was enacted in a Settling State prior to the Reference Date, then, on

the next Payment Date that is at least one hundred eighty (180) calendar days after the Revocation Event, unless the Bar is reinstated or all Subdivisions affected by the Revocation Event become Participating Subdivisions within one hundred eighty (180) calendar days of the Revocation Event, the Participation Tier shall decrease – solely for the State in which the Revocation Event occurred – to the Participation Tier commensurate with the percentage of Litigating Subdivisions in that State that are Participating Subdivisions and the percentage of Non-Litigating Subdivisions that are both Primary Subdivisions and Participating Subdivisions, according to the criteria set forth in Exhibit G, except that the calculations shall be performed as to that State alone. For the avoidance of doubt and solely for the calculation in this subparagraph, the Settling States Column of Exhibit H shall play no role. This is the sole circumstance in which one Settling State will have a different Participation Tier than other Settling States.

6. The redetermination of the Participation Tier under Section VIII.C.2 shall not affect payments already made or suspensions, offsets, or reductions already applied.

IX. Additional Restitution

A. *Additional Restitution Amount.* Pursuant to the schedule set forth in Exhibit M and subject to the reduction specified in Section IX.B, the Settling Distributors shall pay an Additional Restitution Amount to the Settling States listed in Exhibit N. Such funds shall be paid, on the schedule set forth on Exhibit M, on the Payment Date for each relevant Payment Year to such Settling States as allocated by the Settlement Fund Administrator pursuant to Exhibit N.

B. *Reduction of Additional Restitution Amount.* In the event that any Non-Settling States appear on Exhibit N, the amounts owed by Settling Distributors pursuant to this Section IX shall be reduced by the allocations set forth on Exhibit N for any such Non-Settling States.

C. *Use of Funds.* All funds paid as an Additional Restitution Amount shall be part of the Compensatory Restitution Amount, shall be used for Opioid Remediation, except as allowed by Section V.B.2, and shall be governed by the same requirements as specified in Section V.F.

X. Plaintiffs' Attorneys' Fees and Costs

The Agreement on Attorneys' Fees, Expenses and Costs is set forth in Exhibit R and incorporated herein by reference. The Agreement on the State Outside Counsel Fee Fund and Agreement on the State Cost Fund Administration are set forth in Exhibit S and Exhibit T, respectively, and are incorporated herein by reference.

XI. Release

A. *Scope.* As of the Effective Date, the Released Entities are hereby released and forever discharged from all of the Releasers' Released Claims. Each Settling State (for itself and its Releasers) and Participating Subdivision 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 this Agreement 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 each Settling State and its Attorney General to release claims. This Agreement shall be a complete bar to any Released Claim.

B. *Claim-Over and Non-Party Settlement.*

1. It is the intent of the Parties that:
 - a. Released Entities should not seek contribution or indemnification (other than pursuant to an insurance contract), from other parties for their payment obligations under this Agreement;
 - b. the payments made under this Agreement shall be the sole payments made by the Released Entities to the Releasors involving, arising out of, or related to Covered Conduct (or conduct that would be Covered Conduct if engaged in by a Released Entity);
 - c. Claims by Releasors against non-Parties should not result in additional payments by Released Entities, whether through contribution, indemnification or any other means; and
 - d. the Agreement meets the requirements of the Uniform Contribution Among Joint Tortfeasors Act and any similar state law or doctrine that reduces or discharges a released party's liability to any other parties.

The provisions of this Section XI.B are intended to be implemented consistent with these principles. This Agreement and the releases and dismissals provided for herein are made in good faith.

2. No Released Entity shall seek to recover for amounts paid under this Agreement based on indemnification, contribution, or any other theory from a manufacturer, pharmacy, hospital, pharmacy benefit manager, health insurer, third-party vendor, trade association, distributor, or health care practitioner; *provided* that a Released Entity shall be relieved of this prohibition with respect to any entity that asserts a Claim-Over against it. For the avoidance of doubt, nothing herein shall prohibit a Released Entity from recovering amounts owed pursuant to insurance contracts.

3. To the extent that, on or after the Reference Date, any Releasor enters into a Non-Party Settlement, including in any bankruptcy case or through any plan of reorganization (whether individually or as a class of creditors), the Releasor will include (or in the case of a Non-Party Settlement made in connection with a bankruptcy case, will cause the debtor to include), unless prohibited from doing so under applicable law, in the Non-Party Settlement a prohibition on contribution or indemnity of any kind substantially equivalent to that required from the Settling Distributors in Section XI.B.2, or a release from such Non-Released Entity in favor of the Released Entities (in a form equivalent to the releases contained in this Agreement) of any Claim-Over. The obligation to obtain

the prohibition and/or release required by this subsection is a material term of this Agreement.

4. In the event that any Releasor obtains a judgment with respect to Non-Party Covered Conduct against a Non-Released Entity that does not contain a prohibition like that described in Section XI.B.3, or any Releasor files a Non-Party Covered Conduct Claim against a Non-Released Entity in bankruptcy or a Releasor is prevented for any reason from obtaining a prohibition/release in a Non-Party Settlement as provided in Section XI.B.3, and such Non-Released Entity asserts a Claim-Over against a Released Entity, the Released Entity shall be relieved of the prohibition in Section XI.B.2 with respect to that Non-Released Entity and that Releasor and the Settling Distributors shall take the following actions to ensure that the Released Entities do not pay more with respect to Covered Conduct to Releasors or to Non-Released Entities than the amounts owed under this Settlement Agreement by the Settling Distributors:

a. Settling Distributors shall notify that Releasor of the Claim-Over within sixty (60) calendar days of the assertion of the Claim-Over or sixty (60) calendar days of the Effective Date of this Settlement Agreement, whichever is later;

b. Settling Distributors and that Releasor shall meet and confer concerning the means to hold Released Entities harmless and ensure that they are not required to pay more with respect to Covered Conduct than the amounts owed by Settling Distributors under this Agreement;

c. That Releasor and Settling Distributors shall take steps sufficient and permissible under the law of the State of the Releasor to hold Released Entities harmless from the Claim-Over and ensure Released Entities are not required to pay more with respect to Covered Conduct than the amounts owed by Settling Distributors under this Agreement. Such steps may include, where permissible:

(i) Filing of motions to dismiss or such other appropriate motion by Settling Distributors or Released Entities, and supported by Releasors, in response to any claim filed in litigation or arbitration;

(ii) Reduction of that Releasors' Claim and any judgment it has obtained or may obtain against such Non-Released Entity by whatever amount or percentage is necessary to extinguish such Claim-Over under applicable law, up to the amount that Releasor has obtained, may obtain, or has authority to control from such Non-Released Entity;

(iii) Placement into escrow of funds paid by the Non-Released Entities such that those funds are available to satisfy the Claim-Over;

(iv) Return of monies paid by Settling Distributors to that Releasor under this Settlement Agreement to permit satisfaction of a

judgment against or settlement with the Non-Released Entity to satisfy the Claim-Over;

(v) Payment of monies to Settling Distributors by that Releasor to ensure they are held harmless from such Claim-Over, up to the amount that Releasor has obtained, may obtain, or has authority to control from such Non-Released Entity;

(vi) Credit to the Settling Distributors under this Agreement to reduce the overall amounts to be paid under the Agreement such that they are held harmless from the Claim-Over; and

(vii) Such other actions as that Releasor and Settling Distributors may devise to hold Settling Distributors harmless from the Claim-Over.

d. The actions of that Releasor and Settling Distributors taken pursuant to paragraph (c) must, in combination, ensure Settling Distributors are not required to pay more with respect to Covered Conduct than the amounts owed by Settling Distributors under this Agreement.

e. In the event of any dispute over the sufficiency of the actions taken pursuant to paragraph (c), that Releasor and the Settling Distributors may seek review by the National Arbitration Panel, provided that, if the parties agree, such dispute may be heard by the state court where the relevant Consent Judgment was filed. The National Arbitration Panel shall have authority to require Releasors to implement a remedy that includes one or more of the actions specified in paragraph (c) sufficient to hold Released Entities fully harmless. In the event that the Panel's actions do not result in Released Entities being held fully harmless, Settling Distributors shall have a claim for breach of this Agreement by Releasors, with the remedy being payment of sufficient funds to hold Settling Distributors harmless from the Claim-Over. For the avoidance of doubt, the prior sentence does not limit or eliminate any other remedy that Settling Distributors may have.

5. To the extent that the Claim-Over is based on a contractual indemnity, the obligations under Section XI.B.4 shall extend solely to a Non-Party Covered Conduct Claim against a pharmacy, clinic, hospital or other purchaser or dispenser of Products, a manufacturer that sold Products, a consultant, and/or a pharmacy benefit manager or other third-party payor. Each Settling Distributor shall notify the Settling States, to the extent permitted by applicable law, in the event that any of these types of Non-Released Entity asserts a Claim-Over arising out of contractual indemnity against it.

C. *Indemnification and Contribution Prohibited.* No Released Entity shall seek to recover for amounts paid under this Agreement based on indemnification, contribution, or any other theory, from a manufacturer, pharmacy, hospital, pharmacy benefit manager, health insurer, third-party vendor, trade association, distributor, or health care practitioner. For the

avoidance of doubt, nothing herein shall prohibit a Released Entity from recovering amounts owed pursuant to insurance contracts.

D. *General Release.* In connection with the releases provided for in this Agreement, each Settling State (for itself and its Releasers) and Participating Subdivision 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 and that if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releaser 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 Settling State (for itself and its Releasers) and Participating Subdivision 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 Releasers 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 Settling States' decision to enter into this Agreement or the Participating Subdivisions' decision to participate in this Agreement.

E. *Assigned Interest Waiver.* To the extent that any Settling State has any direct or indirect interest in any rights of a third-party that is a debtor under the Bankruptcy Code as a result of a claim arising out of Covered Conduct by way of assignment or otherwise, including as a result of being the beneficiary of a trust or other distribution entity, to assert claims against a Settling Distributor (whether derivatively or otherwise), under any legal or equitable theory, including for indemnification, contribution, or subrogation, such Settling State waives the right to assert any such claim, or to receive a distribution or any benefit on account of such claim and such claim, distribution, or benefit shall be deemed assigned to such Settling Distributor.

F. *Res Judicata.* Nothing in this Agreement shall be deemed to reduce the scope of the res judicata or claim preclusive effect that the settlement memorialized in this Agreement, and/or any Consent Judgment or other judgment entered on this Agreement, gives rise to under applicable law.

G. *Representation and Warranty.* The signatories hereto on behalf of their respective Settling States expressly represent and warrant that they have (or have obtained, or will obtain no later than the Initial Participation Date) the authority to settle and release, to the maximum extent of the State's power, all Released Claims of (1) their respective Settling States, (2) all past and present executive departments, state agencies, divisions, boards, commissions and instrumentalities with the regulatory authority to enforce state and federal controlled substances acts, and (3) any of their respective Settling State's past and present executive departments, agencies, divisions, boards, commissions and instrumentalities that have the authority to bring Claims related to Covered Conduct seeking money (including abatement and/or remediation) or

revocation of a pharmaceutical distribution license. For the purposes of clause (3) above, executive departments, agencies, divisions, boards, commissions, and instrumentalities are those that are under the executive authority or direct control of the State's Governor. Also for the purposes of clause (3), a release from a State's Governor is sufficient to demonstrate that the appropriate releases have been obtained.

H. *Effectiveness.* The releases set forth in this Agreement shall not be impacted in any way by any dispute that exists, has existed, or may later exist between or among the Releasors. Nor shall such releases be impacted in any way by any current or future law, regulation, ordinance, or court or agency order limiting, seizing, or controlling the distribution or use of the Settlement Fund or any portion thereof, or by the enactment of future laws, or by any seizure of the Settlement Fund or any portion thereof.

I. *Cooperation.* Releasors (1) will not encourage any person or entity to bring or maintain any Released Claim against any Released Entity and (2) will reasonably cooperate with and not oppose any effort by Settling Distributors to secure the prompt dismissal of any and all Released Claims.

J. *Non-Released Claims.* Notwithstanding the foregoing or anything in the definition of Released Claims, this Agreement does not waive, release or limit any criminal liability, Claims for liability under tax law, Claims under securities law by a State Releasor as investor, Claims against parties who are not Released Entities, Claims by private individuals, and any claims arising under this Agreement for enforcement of this Agreement.

XII. Later Litigating Subdivisions

A. *Released Claims against Released Entities.* Subject to Section XII.B, the following shall apply in the event a Later Litigating Subdivision in a Settling State maintains a lawsuit for a Released Claim against a Released Entity after the Reference Date:

1. The Released Entity shall take ordinary and reasonable measures to defend the action, including filing a Threshold Motion with respect to the Released Claim. The Released Entity shall further notify the Settling State and Settlement Fund Administrator immediately upon notice of a Later Litigating Subdivision bringing a lawsuit for a Released Claim, and shall not oppose a Settling State's submission in support of the Threshold Motion.

2. The provisions of this Section XII.A.2 apply if the Later Litigating Subdivision is a Primary Subdivision (except as provided in Section XII.A.2.f):

a. If a lawsuit including a Released Claim survives until the Suspension Deadline for that lawsuit, the Settlement Fund Administrator shall calculate the Suspension Amount applicable to the next Payment due from the Settling Distributor(s) at issue and apportioned to the State of the Later Litigating Subdivision and to Subdivisions in that State; *provided, however*, that the Suspension Amount for a Payment Year cannot exceed the Suspension Cap. The Suspension Amount shall be paid into the Settlement Fund Escrow account. If the Suspension Amount exceeds the Suspension Cap for that Payment Year, then the

remaining amount will be paid into the Settlement Fund Escrow in the following Payment Year, subject to the Suspension Cap for that Payment Year, and so forth in each succeeding Payment Year until the entire Suspension Amount has been paid into the Settlement Fund Escrow or the Released Claim is resolved, as provided below, whichever comes first. A suspension does not apply during the pendency of any appeal dismissing the lawsuit for a Released Claim in whole.

b. If the Released Claim is resolved with finality without requirement of payment by the Released Entity, the placement of any remaining balance of the Suspension Amount into the Settlement Fund Escrow shall cease and the Settlement Fund Administrator shall immediately transfer amounts in the Settlement Fund Escrow on account of the suspension to the Settling State at issue and its Participating Subdivisions. The lawsuit will not cause further suspensions unless the Released Claim is reinstated upon further review, legislative action, or otherwise.

c. If the Released Claim is resolved with finality on terms requiring payment by the Released Entity, the Settlement Fund Administrator will transfer the amounts in the Settlement Fund Escrow on account of the suspension to the Settling Distributor(s) at issue necessary to satisfy the payment obligation of the Released Entity to the relevant Later Litigating Subdivision. If any balance remains in the Settlement Fund Escrow on account of the suspension after transfer of the amount necessary to satisfy the payment obligation, the Settlement Fund Administrator will immediately transfer the balance to the Settling State at issue and its Participating Subdivisions. If the payment obligation of the Released Entity to the relevant Later Litigating Subdivision exceeds the amounts in the Settlement Fund Escrow on account of the suspension, the Settling Distributor at issue shall receive a dollar-for-dollar offset, subject to the yearly Offset Cap, for the excess amount against its obligation to pay its allocable share of Annual Payments that would be apportioned to the Settling State at issue and to its Subdivisions. The offset shall be applied as follows: first against the Settling Distributor's allocable share of the Annual Payment due in Payment Year 18, up to the Offset Cap for that Payment Year, with any remaining amounts above the Offset Cap applied against the Settling Distributor's allocable share of the Annual Payment due in Payment Year 17, up to the Offset Cap for that Payment Year, and so forth for each preceding Payment Year until the entire amount to be offset has been applied or no future Payment Years remain.

d. If the lawsuit asserting a Released Claim is resolved with finality on terms requiring payment by the Released Entity, and the Released Claim did not give rise to a suspension of any Settling Distributor's portion of any Annual Payments (*e.g.*, because it was resolved during Payment Years 1 or 2, during which all Settling States are deemed eligible for Incentive Payment A and thus no suspension of payments took place, as provided by Section XII.B), the Settling Distributor at issue shall receive a dollar-for-dollar offset, subject to the yearly Offset Cap, for the amount paid. The offset shall be applied against the relevant Settling Distributor's allocable portion of the Annual Payments starting in

Payment Year 18 and working backwards as set forth in Section XII.A.2.c. If the lawsuit for a Released Claim is otherwise resolved by the Released Entity, without the Settling Distributor filing a Threshold Motion despite an opportunity to do so, and the Released Claim did not give rise to a suspension of any Settling Distributor's portion of any Annual Payments, the Settling Distributor at issue shall not receive any offset for the amount paid.

e. If more than one Primary Subdivision in a Settling State becomes a Later Litigating Subdivision, a single Suspension Cap applies and the total amounts deducted from the share of the Annual Payment allocated to the Settling State and its Participating Subdivisions in a given Payment Year cannot exceed the Suspension Cap. For the avoidance of doubt, an individual Primary Subdivision shall not trigger more than one suspension regardless if it (or any of its officials) is named as multiple plaintiffs in the same lawsuit.

f. This Section XII.A.2 shall not apply with respect to a Primary Subdivision that is either (i) a Later Litigating Subdivision under clause (3) of the definition of that term solely because a legislative Bar or legislative Case-Specific Resolution applicable as of the Reference Date is invalidated by judicial decision after the Reference Date or (ii) a Later Litigating Subdivision under clause (4) of the definition of that term. Such a Primary Subdivision shall be treated as a General Purpose Government under Section XII.A.3.

3. The terms of this Section XII.A.3 apply if a the Later Litigating Subdivision is not a Primary Subdivision (except for Primary Subdivisions referenced in Section XII.A.2.f) but is a General Purpose Government, School District, Health District or Hospital District: if the Released Claim is resolved with finality on terms requiring payment by the Released Entity, the Settling Distributor at issue shall receive a dollar-for-dollar offset, subject to the yearly Offset Cap, for the amount paid against its portion of the obligation to make Annual Payments that would be apportioned to the Settling State at issue and to its Subdivisions. The offset shall be applied as follows: first against the relevant Settling Distributor's allocable share of the Annual Payment due in Payment Year 18, up to the Offset Cap for that Payment Year, with any remaining amounts above the Offset Cap applied against the Payment due in Payment Year 17, up to the Offset Cap for that Payment Year, and so forth for each preceding Payment Year until the entire amount to be offset has been applied or no future Payment Year remains. If the Released Claim is resolved on terms requiring payment during the first two (2) Payment Years, in no case will any amounts be offset against the amounts due in Payment Years 1 and 2.

4. In no event shall the total of Suspension Amounts and offsets pursuant to this Section applicable to a Settling State in a Payment Year for that Payment Year exceed the Offset Cap for that State. If, in a Payment Year, the total of Suspension Amounts and offsets applicable to a Settling State exceeds the Offset Cap, the Suspension Amounts shall be reduced so that the total of Suspension Amounts and offsets equals the Offset Cap.

5. For the avoidance of doubt, any offset pursuant to this Section XII in a Settling State that is not eligible for Incentive Payment A shall continue to apply even if the Settling State at issue subsequently becomes eligible for Incentive Payment A.

6. “*Terms requiring payment*” shall mean (i) a final monetary judgment or (ii) a settlement; *provided* that the Released Entity sought the applicable State Attorney General’s consent to the settlement and such consent was either obtained or unreasonably withheld. Should the judgment or settlement resolve claims that are not Released Claims, the offset shall be for the Released Claims portion only, which shall be distinguishable in the judgment or settlement.

B. *Exceptions.*

1. Section XII.A shall not apply where the Settling State at issue meets the eligibility criteria for and is entitled to Incentive Payment A for the Payment Year at issue, except as expressly provided therein. For the avoidance of doubt, because all Settling States are deemed eligible for Incentive Payment A for Payment Years 1 and 2 under Section IV.F.1.c, a suspension of Payments under Section XII.A.2 shall not apply to any Settling States for those Payment Years.

2. An offset under Section XII.A.2 and Section XII.A.3 shall not apply where the Later Litigating Subdivision opted out of a Settlement Class Resolution in the Settling State at issue that was in full force and effect in that Settling State as of the due date of the payment for Payment Year 2 and remains in full force and effect; *provided* that an offset relating to that Subdivision may apply under Section XIII.

3. Section XII.A shall not apply where the Later Litigating Subdivision seeks less than \$10 million, or so long as its total claim is reduced to less than \$10 million, in the lawsuit for a Released Claim at issue.

4. An offset under Section XII.A.3 shall not apply where the applicable Participation Tier is Participation Tier 1 and the population of the Later Litigating Subdivision is under 10,000.

5. If the applicable Participation Tier is Participation Tier 2 or higher, and the Later Litigating Subdivision has a population less than 10,000, the offset under Section XII.A.3 shall only apply to amounts paid pursuant to a settlement or judgment that are over \$10 million per case or resolution. Any type of consolidated or aggregated or joined or class actions, however styled, shall be considered a single case, and any resolutions that occur within a sixty (60) calendar day period of each other and involve Later Litigating Subdivisions that share common counsel and/or are created by the same or related judgments, settlement agreements, or other instruments or are conditioned upon one another, shall be considered a single resolution. For the avoidance of doubt, any such case or resolution shall have only a single \$10,000,000 exemption from the offset under Section XII.A.3.

C. *No Effect on Other Provisions.* A suspension or offset under Section XII.A shall not affect the Injunctive Relief Terms or the Consent Judgment.

D. *No Effect on Other States.* A suspension or offset under Section XII.A applicable to one State shall not affect the allocation or payment of the Annual Payment to other Settling States.

XIII. Reductions/Offsets

A. *Non-Settling States.* Non-Settling States shall not be eligible for any payments or have any rights in connection with this Agreement. Accordingly, the stated maximum dollar amounts of the payments specified in Exhibit M are reduced by the aggregate Overall Allocation Percentage of Non-Settling States as set forth in Exhibit F.

B. *Offset Relating to Incentive Payment A.* If a Settling State is not eligible for Incentive Payment A at the third Payment Date, the Settling Distributors shall receive an offset with respect to that State.¹⁰ The offset shall be the dollar amount difference between (1) the total amount of the Incentive Payment A due from the Settling Distributors on the Effective Date and on the Payment Date for Payment Year 2 allocated to that State and its Participating Subdivisions, and (2) the total amount of Incentive Payments B and C that would have been due from the Settling Distributors on the Effective Date and on the Payment Date for Payment Year 2 so allocated but for the State's deemed eligibility for Incentive Payment A. The offset shall be applied in equal installments to reduce the Annual Payments for Payment Years 3 through 7 that would be apportioned to that State and to its Subdivisions, and shall remain applicable even if that State subsequently becomes eligible for Incentive Payment A.

C. *Settlement Class Resolution Opt Outs.* If a Settling State is eligible for Incentive Payment A on the basis of a Settlement Class Resolution, and a Primary Subdivision that opted out of the Settlement Class Resolution maintains a lawsuit asserting a Released Claim against a Released Entity, the following shall apply. If the lawsuit asserting a Released Claim either survives a Threshold Motion or has an unresolved Threshold Motion fewer than sixty (60) calendar days prior to the scheduled start of a trial involving a Released Claim, and is resolved with finality on terms requiring payment by the Released Entity, the Settling Distributor at issue shall receive a dollar-for-dollar offset for the amount paid against its obligation to make remaining Incentive Payment A payments that would be apportioned to that State and to its Subdivisions. For the avoidance of doubt, an offset shall not be applicable under this subsection if it is applicable under Section XII.A with respect to the Subdivision at issue.

D. *Revoked Bar, Settlement Class Resolution, or Case-Specific Resolution.* If the Settling Distributors made any Annual Payments that included any incentive payments earned as a result of the existence of a Bar, Settlement Class Resolution, or Case-Specific Resolution in a Settling State, and there is subsequently a Revocation Event with respect to that Bar, Settlement Class Resolution, or Case-Specific Resolution after the determination of the amount of such Annual Payment, the Settling Distributors shall receive a dollar-for-dollar offset against the portion of remaining Annual Payments that would be allocated to that State and its Participating Subdivisions. This offset will be calculated as the dollar amount difference between (1) the total amount of incentive payments paid by the Settling Distributors by virtue of the Bar, Settlement

¹⁰ For purposes of this provision, in determining whether a Settling State would not be eligible for Incentive Payment A for Payment Year 3, the criteria set forth in Section IV.F.1.b shall apply to that Payment Year.

Class Resolution, or Case-Specific Resolution subject to the Revocation Event and (2) the total amount of incentive payments that would have been due from the Settling Distributors during that time had the Bar, Settlement Class Resolution, or Case-Specific Resolution subject to the Revocation Event not been in effect. The amount of incentive payments that would have been due, referenced in clause (2) above, will be calculated one hundred eighty (180) calendar days after the Revocation Event; for purposes of calculating the amount of incentive payments that would have been due, any relevant Subdivision shall be included as a Participating Subdivision if: (1) its Released Claims are extinguished by any subsequent Bar, Settlement Class Resolution, or Case-Specific Resolution in effect as of the date of such calculation, or (2) it becomes a Participating Subdivision (in addition to all other Participating Subdivisions) prior to the date of such calculation.

E. *Certain Taxes.* Amounts paid by a Settling Distributor under an Opioid Tax in a Settling State in a Payment Year shall give rise to a dollar-for-dollar offset against that Settling Distributor's obligation to pay its share of the Annual Payment in that Payment Year that would be allocated to the taxing State or its Participating Subdivisions. If such amounts paid exceed that Settling Distributor's allocable share of the Annual Payment allocable to the taxing State or its Participating Subdivisions in that Payment Year, the excess shall carry forward as an offset against its allocable share of remaining Annual Payments that would be allocated to the taxing State or its Participating Subdivisions

F. *Not Subject to Suspension Cap or Offset Cap.* For the avoidance of doubt, neither the Suspension Cap nor the Offset Cap apply to the offsets and reductions set forth in this Section XIII.

XIV. Miscellaneous

A. *Population of General Purpose Governments.* The population figures for General Purpose Governments shall be the published U.S. Census Bureau's population estimates for July 1, 2019, released May 2020. These population figures shall remain unchanged during the term of this Agreement.¹¹

B. *Population of Special Districts.* For any purpose in this Agreement in which the population of a Special District is used other than Section IV.F.1.b: (a) School Districts' population will be measured by the number of students enrolled who are eligible under the Individuals with Disabilities Education Act ("*IDEA*") or Section 504 of the Rehabilitation Act of 1973; (b) Health Districts' and Hospital Districts' population will be measured at twenty-five percent (25%) of discharges; and (c) all other Special Districts' (including Fire Districts' and Library Districts') population will be measured at ten percent (10%) of the population served. The Settling Distributors and the Enforcement Committee shall meet and confer in order to agree on data sources for purposes of this Section prior to the Preliminary Agreement Date.

¹¹ The estimates for counties and parishes were accessed at <https://www.census.gov/data/datasets/time-series/demo/popest/2010s-countiestotal.html>. The estimates for cities and towns can currently be found at <https://www.census.gov/data/datasets/time-series/demo/popest/2010s-total-cities-and-towns.html>.

C. *Population Associated with Sheriffs.* For any purpose in this Agreement in which the population associated with a lawsuit by a sheriff is used, the population will be measured at twenty percent (20%) of the capacity of the jail(s) operated by the sheriff.

D. *No Admission.* The Settling Distributors do not admit liability or wrongdoing. Neither this Agreement nor the Consent Judgments shall be considered, construed or represented to be (1) an admission, concession or evidence of liability or wrongdoing or (2) a waiver or any limitation of any defense otherwise available to the Settling Distributors.

E. *Most-Favored-Nation Provision.*—Settling States.

1. If, after the Reference Date, any Settling Distributor enters into any settlement agreement with any Non-Settling State that resolves Claims similar in scope to the Claims released by a Settling State under this Agreement on overall payment terms that are more favorable to such Non-Settling State than the overall payment terms of the Agreement (after due consideration of relevant differences in population or other appropriate factors), then the Settling States, individually or collectively, may elect to seek review, pursuant to Section XIV.E.3, of the overall payment terms of this Agreement and the Non-Settling State agreement so that such Settling State(s) may obtain, with respect to that Settling Distributor, overall payment terms at least as favorable as those obtained by such Non-Settling State. “*Overall payment terms*” refers to consideration of all payment terms of the two agreements, taken together, including, but not limited to the amount of payments, the timing of payments, and conditions or contingencies on payments.

2. For any settlement with a Non-Settling State involving Released Claims that is entered into after the Reference Date, Settling Distributors shall provide the Enforcement Committee with a copy of the settlement agreement or relevant consent judgment within thirty (30) calendar days of the consummation of such settlement. The Enforcement Committee will promptly distribute such copy to all Settling States.

3. In the event that one or more Settling State(s) believes that the overall payment terms of an agreement by a Settling Distributor with a Non-Settling State are more favorable to the Non-Settling State, when compared based on the totality of the considerations set forth in Section XIV.E.1, the Settling State(s) and the Settling Distributor shall engage in the following process:

a. The Settling State(s) shall provide notice, within sixty (60) calendar days of the date on which a settlement agreement or consent judgment is provided to the Enforcement Committee, to the Settling Distributor of its (their) intent to seek revision of this Agreement to provide payment terms that are, on an overall basis, as favorable as those obtained by the Non-Settling State. Such notice shall be confidential and not disclosed publicly to the extent allowed by law and shall state, in detail, the basis for the State’s (States’) belief that it (they) is entitled to a revision of the Agreement.

b. The Settling Distributor shall, within thirty (30) calendar days, provide a response to the Settling State(s), explaining its position, in detail, as to whether the Settling State(s) is entitled to more favorable overall payment terms than those provided for in this Agreement.

c. In the event the Settling State(s) and Settling Distributor do not reach agreement as to the application of Section XIV.E.1, the Settling State(s) may petition the National Arbitration Panel to seek a ruling from the Panel as to the applicability of Section XIV.E.1, provided that the Settling State(s) may seek such review only if at least five (5) Settling States co-sign the petition. The Panel shall consider submissions and argument by the parties pursuant to the procedures set forth in Section VI.F.2.

d. The Settling State(s) and the Settling Distributor shall be bound by the determination of the National Arbitration Panel.

4. This Section XIV.E does not apply to, and there is no ability of any Settling State to seek or obtain revision of this Agreement based on, any Non-Settling State agreement with any Settling Distributor that is entered into with: (a) a Non-Settling State after a date sixty (60) calendar days prior to the scheduled start date of a trial between any Settling Distributor and the Non-Settling State or any severed or bifurcated portion thereof, provided that, where, in order to complete a settlement, a Non-Settling State and a Settling Distributor jointly request an adjournment of the scheduled start date of a trial within sixty (60) days of that date, this exception will apply as if the trial date had not been adjourned; (b) a Non-Settling State that previously litigated to judgment a case related to opioids against any manufacturer, distributor, or pharmacy; or (c) a Non-Settling State that has obtained any court order or judicial determination that grants judgment (in whole or in part) against any Settling Distributor. For avoidance of doubt, the National Arbitration Panel shall have no power to review agreements described in this paragraph.

5. This Section XIV.E does not apply to, and there is no ability of any Settling State to seek or obtain revision of this Agreement based on, any agreement between a Settling Distributor and (a) federally-recognized tribe(s) or (b) West Virginia subdivisions or (c) Non-Participating Subdivisions. This Section XIV.E will not apply to any agreement entered into more than eighteen (18) months after the Reference Date.

F. *Tax Cooperation and Reporting.*

1. Upon request by any Settling Distributor, the Settling States and Participating Subdivisions agree to perform such further acts and to execute and deliver such further documents as may be reasonably necessary for the Settling Distributors to establish the statements set forth in Section V.E.3 to the satisfaction of their tax advisors, their independent financial auditors, the Internal Revenue Service, or any other governmental authority, including as contemplated by Treasury Regulations Section 1.162-21(b)(3)(ii) and any subsequently proposed or finalized relevant regulations or administrative guidance.

2. Without limiting the generality of Section XIV.F.1, each Settling State and Participating Subdivision shall cooperate in good faith with any Settling Distributor with respect to any tax claim, dispute, investigation, audit, examination, contest, litigation, or other proceeding relating to this Agreement.

3. The Designated State, as defined in Section I.P as New York, on behalf of all Settling States and Participating Subdivisions, shall designate one of its officers or employees to act as the “appropriate official” within the meaning of Treasury Regulations Section 1.6050X-1(f)(1)(ii)(B) (the “*Appropriate Official*”). The Designated State shall direct and ensure that the Appropriate Official timely (a) files (i) at the time this Agreement becomes binding on the Parties, an IRS Form 1098-F in the form attached as Exhibit U, Exhibit V, and Exhibit W with respect to each of the Settling Distributors and (ii) any legally required returns or amended returns with any applicable governmental authority, or any returns requested by the respective Settling Distributors, and (b) provides to each of the Settling Distributors a copy of (i) the IRS Form 1098-F filed with respect to such Settling Distributor and (ii) any legally required written statement pursuant to any applicable law and any other document referred to in clause (a)(ii) above. Any such form, return, or statement shall be prepared and filed in a manner fully consistent with Section V.E.3.

4. The Settling States and Participating Subdivisions agree that any return, amended return, or written statement filed or provided pursuant to paragraph 3, and any similar document, shall be prepared and filed in a manner consistent with reporting each Settling Distributor’s portion of the Global Settlement Amount as the “Total amount to be paid” pursuant to this Agreement in Box 1 of IRS Form 1098-F and each Settling Distributor’s portion of the Compensatory Restitution Amount as “Restitution/remediation amount” in Box 2 of IRS Form 1098-F, as reflected in the attached Exhibit U, Exhibit V, and Exhibit W. If the Designated State or Appropriate Official shall be required to file any return, amended return, or written statement contemplated by this Section XIV.F other than an IRS Form 1098-F in the form attached as Exhibit U, Exhibit V, and Exhibit W, the Designated State shall direct and ensure that the Appropriate Official provides to each Settling Distributor a draft of such return, amended return, or written statement in respect of such Settling Distributor no later than sixty (60) calendar days prior to the due date thereof and shall accept and reflect any reasonable comments of such Settling Distributor on the return, amended return, or written statement in respect of such Settling Distributor.

5. For the avoidance of doubt, neither the Settling Distributors nor the Settling States and Participating Subdivisions make any warranty or representation to any Settling State, Participating Subdivision, or Releasor as to the tax consequences of the payment of the Compensatory Restitution Amount (or any portion thereof).

G. *No Third-Party Beneficiaries.* Except as expressly provided in this Agreement, no portion of this Agreement shall provide any rights to, or be enforceable by, any person or entity that is not a Settling State or Released Entity. No Settling State may assign or otherwise convey any right to enforce any provision of this Agreement.

H. *Calculation.* Any figure or percentage referred to in this Agreement shall be carried to seven decimal places.

I. *Construction.* None of the Parties and no Participating Subdivision shall be considered to be the drafter of this Agreement or of any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement. The headings of the provisions of this Agreement are not binding and are for reference only and do not limit, expand, or otherwise affect the contents or meaning of this Agreement.

J. *Cooperation.* Each Party and each Participating Subdivision agrees to use its best efforts and to cooperate with the other Parties and Participating Subdivisions to cause this Agreement and the Consent Judgments to become effective, to obtain all necessary approvals, consents and authorizations, if any, and to execute all documents and to take such other action as may be appropriate in connection herewith. Consistent with the foregoing, each Party and each Participating Subdivision agrees that it will not directly or indirectly assist or encourage any challenge to this Agreement or any Consent Judgment by any other person, and will support the integrity and enforcement of the terms of this Agreement and the Consent Judgments.

K. *Entire Agreement.* This Agreement, including its exhibits and any other attachments, embodies the entire agreement and understanding between and among the Parties and Participating Subdivisions relating to the subject matter hereof and supersedes (1) all prior agreements and understandings relating to such subject matter, whether written or oral and (2) all purportedly contemporaneous oral agreements and understandings relating to such subject matter.

L. *Execution.* This Agreement may be executed in counterparts and by different signatories on separate counterparts, each of which shall be deemed an original, but all of which shall together be one and the same Agreement. One or more counterparts of this Agreement may be delivered by facsimile or electronic transmission with the intent that it or they shall constitute an original counterpart hereof. One or more counterparts of this Agreement may be signed by electronic signature.

M. *Good Faith and Voluntary Entry.* Each Party warrants and represents that it negotiated the terms of this Agreement in good faith. Each of the Parties and Participating Subdivisions warrants and represents that it freely and voluntarily entered into this Agreement without any degree of duress or compulsion. The Parties and Participating Subdivisions state that no promise of any kind or nature whatsoever (other than the written terms of this Agreement) was made to them to induce them to enter into this Agreement.

N. *Legal Obligations.* Nothing in this Agreement shall be construed as relieving any Settling Distributor of the obligation to comply with all state and federal laws, regulations or rules, nor shall any of the provisions herein be deemed to be permission to engage in any acts or practices prohibited by such laws, regulations, or rules. Except with respect to the Injunctive Relief Terms, in the event of a conflict between this Agreement and any requirement or requirements of federal, state, or local laws, such that a Settling Distributor cannot comply with this Agreement without violating such a requirement or requirements, the Settling Distributor

shall document such conflicts and notify the Attorney(s) General of the relevant Settling State(s) that it intends to comply with the requirement or requirements to the extent necessary to eliminate the conflict. With respect to the Injunctive Relief Terms, in the event of such a conflict, the procedures set forth in Section III.X of the Injunctive Relief Terms will be followed.

O. *No Prevailing Party.* The Parties and Participating Subdivisions each agree that they are not the prevailing party in this action, for purposes of any claim for fees, costs, or expenses as prevailing parties arising under common law or under the terms of any statute, because the Parties and Participating Subdivisions have reached a good faith settlement. The Parties and Participating Subdivisions each further waive any right to challenge or contest the validity of this Agreement on any ground, including, without limitation, that any term is unconstitutional or is preempted by, or in conflict with, any current or future law. Nothing in the previous sentence shall modify, or be construed to conflict with, Section XIV.M.

P. *Non-Admissibility.* The settlement negotiations resulting in this Agreement have been undertaken by the Parties and by certain representatives of the Participating Subdivisions in good faith and for settlement purposes only, and no evidence of negotiations or discussions underlying this Agreement shall be offered or received in evidence in any action or proceeding for any purpose. This Agreement shall not be offered or received in evidence in any action or proceeding for any purpose other than in an action or proceeding arising under or relating to this Agreement.

Q. *Notices.* All notices or other communications under this Agreement shall be in writing (including, but not limited to, electronic communications) and shall be given to the recipients indicated below:

For the Attorney(s) General:

Ashley Moody,
Attorney General
State of Florida
The Capitol,
PL-01
Tallahassee, FL 32399

Josh Stein, Attorney General
North Carolina Department of Justice
Attn: Daniel Mosteller
PO Box 629
Raleigh, NC 27602
Dmosteller@ncdoj.gov

For the Plaintiffs' Executive Committee:

Paul F. Farrell
Farrell Law

P.O. Box 1180
Huntington, WV 25714-1180

Jayne Conroy
Simmons Hanly Conroy LLC
112 Madison Avenue, 7th Floor
New York, NY 10016-7416
JConroy@simmonsfirm.com

Joseph F. Rice
Motley Rice LLC
28 Bridgeside Blvd.
Mount Pleasant, SC 29464
jrice@motleyrice.com

Peter Mougey
Levin Papantonio Rafferty
316 South Baylen St.
Pensacola, FL 32502
pmougey@levinlaw.com

Paul J. Geller
Robbins Feller Rudman & Dowd LLP
120 East Palmetto Park Road
Boca Raton, FL 33432
PGeller@rgrdlaw.com

For Settling Distributors:

Copy to AmerisourceBergen Corporation's attorneys at:
Attn: Michael T. Reynolds
Cravath, Swaine & Moore
825 Eighth Avenue
New York, NY 10019
mreynolds@cravath.com

Copy to Cardinal Health, Inc.'s attorneys at:
Attn: Jeffrey M. Wintner, Esq.
Attn: Elaine P. Golin, Esq.
Wachtell, Lipton, Rosen & Katz
51 West 52nd Street
New York, NY 10019
JMWintner@wlrk.com
EPGolin@wlrk.com

Attn: JB Kelly, Esq.
Cozen O'Connor
1200 19th ST NW
Washington DC 20036
jbkelly@cozen.com

Copy to McKesson Corporation's attorneys at:
Attn: Thomas J. Perrelli
Jenner & Block LLP
1099 New York Ave., NW, Suite 900
Washington, D.C. 20001
tperrelli@jenner.com

Any Party or the Plaintiffs' Executive Committee may change or add the contact information of the persons designated to receive notice on its behalf by notice given (effective upon the giving of such notice) as provided in this Section XIV.P.

R. *No Waiver.* The waiver of any rights conferred hereunder shall be effective only if made by written instrument executed by the waiving Party or Parties. The waiver by any Party of any breach of this Agreement shall not be deemed to be or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, nor shall such waiver be deemed to be or construed as a waiver by any other Party.

S. *Preservation of Privilege.* Nothing contained in this Agreement or any Consent Judgment, and no act required to be performed pursuant to this Agreement or any Consent Judgment, is intended to constitute, cause, or effect any waiver (in whole or in part) of any attorney-client privilege, work product protection, or common interest/joint defense privilege, and each Party and Participating Subdivision agrees that it shall not make or cause to be made in any forum any assertion to the contrary.

T. *Successors.*

1. This Agreement shall be binding upon, and inure to the benefit of, the Settling Distributors and their respective successors and assigns.

2. A Settling Distributor shall not, in one (1) transaction or a series of related transactions, sell or transfer U.S. assets having a fair market value equal to twenty-five percent (25%) or more of the consolidated assets of such Settling Distributor (other than sales or transfers of inventories, or sales or transfers to an entity owned directly or indirectly by such Settling Distributor) where the sale or transfer is announced after the Reference Date, is not for fair consideration, and would foreseeably and unreasonably jeopardize such Settling Distributor's ability to make the payments under this Agreement that are due on or before the third Payment Date following the close of a sale or transfer transaction, unless the Settling Distributor obtains the acquiror's agreement that it will be either a guarantor of or successor to the percentage of that Settling Distributor's remaining Payment Obligations under this Agreement equal to the percentage of the

Settling Distributor's consolidated assets being sold or transferred in such transaction. Percentages under this section shall be determined in accordance with United States generally accepted accounting principles and as of the date of the Settling Distributor's most recent publicly filed consolidated balance sheet prior to the date of entry into the sale or transfer agreement at issue. This Section XIV.T shall be enforceable solely by the Enforcement Committee, and any objection under this Section XIV.T not raised within twenty (20) calendar days of the announcement of the relevant transaction is waived. Any dispute under this Section XIV.T shall be a National Dispute as described in Section VI.F.2 and must be raised exclusively with the National Arbitration Panel as described therein within twenty (20) calendar days of the announcement, and the sole remedy shall be an order enjoining the transaction.

3. A Settling Distributor shall not, in one (1) transaction or a series of related transactions, sell or transfer (other than sales or transfers to an entity owned directly or indirectly by such Settling Distributor) more than twenty-five percent (25%) of the distribution centers within its Full-Line Wholesale Pharmaceutical Distribution Business (as that term is defined in the Injunctive Relief Terms) where the sale or transfer is announced after the Reference Date, unless the Settling Distributor obtains the acquiror's agreement that it will be bound by the Injunctive Relief Terms.

U. *Modification, Amendment, Alteration.* After the Reference Date, any modification, amendment, or alteration of this Agreement by the Parties shall be binding only if evidenced in writing signed by the Settling Distributor to which the modification, amendment, or alteration applies, if the change applies to less than all Settling Distributors, along with the signatures of at least thirty-seven of those then serving Attorneys General of the Settling States along with a representation from each Attorney General that either: (1) the advisory committee or similar entity established or recognized by that Settling State (either pursuant to Section V.E.2.d, by a State-Subdivision Agreement, or by statute) voted in favor of the modification, amendment or alteration of this Agreement including at least one member appointed by the Participating Subdivisions listed on Exhibit G; or (2) in States without any advisory committee, that 50.1% (by population) of the Participating Subdivisions listed on Exhibit G expressed approval of the modification, amendment, or alteration of this Agreement in a writing.

V. *Termination.*

1. Unless otherwise agreed to by each of the Settling Distributors and the Settling State in question, this Agreement and all of its terms (except Section XIV.P and any other non-admissibility provisions, which shall continue in full force and effect) shall be canceled and terminated with respect to the Settling State, and the Agreement and all orders issued by the courts in the Settling State pursuant to the Agreement shall become null and void and of no effect if one or more of the following conditions applies:

a. a Consent Judgment approving this Agreement without modification of any of the Agreement's terms has not been entered as to the Settling State by a court of competent jurisdiction on or before one hundred eighty (180) calendar days after the Effective Date;

b. this Agreement or the Consent Judgment as to that Settling State has been disapproved by a court of competent jurisdiction to which it was presented for approval and/or entry (or, in the event of an appeal from or review of a decision of such a court to approve this Agreement and the Consent Judgment, by the court hearing such appeal or conducting such review), and the time to appeal from such disapproval has expired, or, in the event of an appeal from such disapproval, the appeal has been dismissed or the disapproval has been affirmed by the court of last resort to which such appeal has been taken and such dismissal or disapproval has become no longer subject to further appeal (including, without limitation, review by the United States Supreme Court); or

2. If this Agreement is terminated with respect to a Settling State for whatever reason pursuant to Section XIV.V.1, then:

a. an applicable statute of limitation or any similar time requirement (excluding any statute of repose) shall be tolled from the date the Settling State signed this Agreement until the later of the time permitted by applicable law or for one year from the date of such termination, with the effect that the Settling Distributors and the Settling State in question shall be in the same position with respect to the statute of limitation as they were at the time the Settling State filed its action; and

b. the Settling Distributors and the Settling State in question shall jointly move the relevant court of competent jurisdiction for an order reinstating the actions and claims dismissed pursuant to the terms of this Agreement governing dismissal, with the effect that the Settling Distributors and the Settling State in question shall be in the same position with respect to those actions and claims as they were at the time the action or claim was stayed or dismissed.

3. Unless each of the Settling Distributors and the Enforcement Committee agrees otherwise, this Agreement, with the exception of the Injunctive Relief Terms that have their own provisions on duration, shall terminate as to all Parties as of the Payment Date for Payment Year 18, *provided* that all Settling Distributors that as of that date are not Bankrupt Settling Distributors have performed their Payment obligations under the Agreement as of that date. If fewer than all Settling Distributors that as of that date are not Bankrupt Settling Distributors have performed their Payment obligations under the Agreement as of that date, then the Agreement shall terminate as of that date as to any Settling Distributor that has performed its Payment obligations under the Agreement and the Agreement (a) shall terminate as to each of the remaining Settling Distributors that as of that date is not a Bankrupt Settling Distributor at such time as each performs its Payment obligations under the Agreement and (b) shall terminate as to all Parties at such time as all Settling Distributors that are not Bankrupt Settling Distributors have performed their Payment obligations under the Agreement. Notwithstanding any other provision in this Section XIV.V.3 or in this Agreement, all releases under this Agreement will remain effective despite any termination under this Section XIV.V.3.

W. *Governing Law.* Except (1) as otherwise provided in this Agreement or (2) as necessary, in the sole judgment of the National Arbitration Panel, to promote uniformity of interpretation for matters within the scope of the National Arbitration Panel's authority, this Agreement shall be governed by and interpreted in accordance with the respective laws of the Settling State, without regard to the conflict of law rules of such Settling State, that is seeking to enforce the Agreement against Settling Distributor(s) or against which Settling Distributor(s) are seeking enforcement. Notwithstanding any other provision in this subsection on governing law, any disputes relating to the Settlement Fund Escrow shall be governed by and interpreted in accordance with the law of the state where the escrow agent has its primary place of business.

X. *Bankruptcy.* The following provisions shall apply if a Settling Distributor enters Bankruptcy (a Settling Distributor which does so and takes the actions, or is otherwise subjected to the actions, referred to in (i) and/or (ii) herein being referred to as a "*Bankrupt Settling Distributor*") and (i) the Bankrupt Settling Distributor's bankruptcy estate recovers, pursuant to 11 U.S.C. § 550, any payments made under this Agreement, or (ii) this Agreement is deemed executory and is rejected by such Settling Distributor pursuant to 11 U.S.C. § 365:

1. In the event that both a number of Settling States equal to at least seventy-five percent (75%) of the total number of Settling States and Settling States having aggregate Overall Allocation Percentages as set forth on Exhibit F equal to at least seventy-five percent (75%) of the total aggregate Overall Allocation Percentages assigned to all Settling States deem (by written notice to the Settling Distributors other than the Bankrupt Settling Distributor) that the financial obligations of this Agreement have been terminated and rendered null and void as to such Bankrupt Settling Distributor (except as provided in Section XIV.X.1.a) due to a material breach by such Bankrupt Settling Distributor, whereupon, with respect to all Settling States:

a. all agreements, all concessions, all reductions of Releasing Parties' Claims, and all releases and covenants not to sue, contained in this Agreement shall immediately and automatically be deemed null and void as to such Bankrupt Settling Distributor; the Settling States shall be deemed immediately and automatically restored to the same position they were in immediately prior to their entry into this Settlement Agreement in respect to such Bankrupt Settling Distributor and the Settling States shall have the right to assert any and all claims against such Bankrupt Settling Distributor in the Bankruptcy or otherwise, subject to any automatic stay, without regard to any limits or agreements as to the amount of the settlement otherwise provided in this Agreement; *provided, however*, that notwithstanding the foregoing sentence, (i) all reductions of Releasing Parties' Claims, and all releases and covenants not to sue, contained in this Agreement shall remain in full force and effect as to all persons or entities other than the Bankrupt Settling Distributor itself; and (ii) in the event a Settling State asserts any Released Claim against a Bankrupt Settling Distributor after the rejection and/or termination of this Agreement with respect to such Settling Distributor as described in this Section XIV.X.1.a and receives a judgment, settlement or distribution arising from such Released Claim, then the amount of any payments such Settling State has previously received from such Bankrupt Settling Distributor under this Agreement shall be applied to reduce the amount of any

such judgment, settlement or distribution (provided that no credit shall be given against any such judgment, settlement or distribution for any payment that such Settling State is required to disgorge or repay to the Bankrupt Settling Distributor's bankruptcy estate); and

b. the Settling States may exercise all rights provided under the federal Bankruptcy Code (or other applicable bankruptcy or non-bankruptcy law) with respect to their Claims against such Bankrupt Settling Distributor subject to all defenses and rights of the Bankrupt Settling Distributor.

EXHIBIT A

Alleged Harms

The following expert reports that were filed in connection with the case captioned *In re National Prescription Opiate Litigation*, No. 1-17-md-02804 (S.D. Ohio):

1. Expert report of Professor David Cutler, dated March 25, 2019.
2. Expert report of Dr. Jeffrey B. Liebman, dated March 25, 2019.
3. Expert report of Professor Thomas McGuire regarding damages to Bellwethers, dated March 25, 2019.
4. Report of Professor Thomas McGuire regarding public nuisance, dated March 25, 2019.

EXHIBIT B

Enforcement Committee Organizational Bylaws

ARTICLE I

These bylaws constitute the code of rules adopted by the Settling States and Participating Subdivisions for the creation of an Enforcement Committee (the “*Committee*”) to exist and operate during the term of the Agreement with the Settling Distributors and shall control the regulation and management of the Committee’s affairs.

ARTICLE II

Purpose

The Committee is organized for the sole purpose of evaluating and taking such action as deemed reasonable, necessary, and appropriate by the members of the Committee on the matters delegated to the Committee under that certain Settlement Agreement between the Settling States and the Settling Distributors dated July 21, 2021.

ARTICLE III

Members of the Committee

(1) Number of Members

The Committee will consist of seventeen (17) members (the “*Members*”). Upon majority resolution of the Committee, the number of Members may be increased or decreased from time to time, but in no event shall a decrease have the effect of decreasing the total number of Members to less than seven Members.

(2) Initial Members

The Committee initially will consist of eleven Settling State Members and six Participating Subdivision Members, three of the Participating Subdivisions shall be counties and three shall be municipalities. The initial Settling State Members are representatives from: Connecticut, Delaware, Florida, Georgia, Massachusetts, New York, North Carolina, Ohio, Pennsylvania, Tennessee, and Texas. The initial Participating Subdivision Members are: (a) Bexar County, Texas; (b) Broward County, Florida; (c) Chicago, Illinois; (d) Cincinnati, Ohio; (e) Nashville, Tennessee; and (f) Nassau County, New York. Until the Reference Date contained in the Settlement Agreement, the Participating Subdivisions may designate their outside counsel to serve as their representative. After the Reference Date, an employee or official of the Participating Subdivision must be the designated as the representative of the Participating Subdivision.

(3) Term of Members

The term of office for Members of the Committee will be until the end of the term of the Settlement Agreement, eighteen (18) years, unless and until a Member withdraws or resigns from the Committee.

(4) Resignation

Any Member may resign at any time by delivering written notice to the Chairperson of the Committee. Such resignation shall take effect upon receipt or, if later, at the time specified in the notice.

(5) Removal

(a) Any Member may be removed without cause, at any time, by a majority of the entire Committee, at a Regular or Special Meeting called for that purpose. Any Member under consideration of removal must first be notified about the consideration by written notice at least five days prior to the meeting at which the vote takes place.

(b) In the event that any Member is not a Settling State or a Participating Subdivision or the Member subsequently becomes a Later Litigating Subdivision or otherwise does not support the Agreement, the Member shall be removed immediately without notice or vote of the Committee.

(6) Vacancies

In the event of a vacancy, the Members of the same type (Settling State or Participating Subdivision) shall select another Settling State or Participating Subdivision to fill that Member's position.

(7) Compensation

Members shall not receive any salaries or other compensation for their services, but, by resolution of the Committee, may be reimbursed for any actual expenses incurred in the performance of their duties for the Committee, as long as a majority of disinterested Members approve the reimbursement. Any reimbursement shall be sought from the Settlement Fund Administrator.

ARTICLE IV

Conflicts of Interest and Code of Ethics

If a Member, agent, or employee of the Committee has a conflict of interest, he or she may not participate in a vote, discussion, or decision about the matter. Each Member shall follow any applicable state or local law with respect to conflicts, gifts, and ethics.

ARTICLE V

Committee Meetings

(1) Place of Meetings

Meetings of the Committee will be held at any place that the Chairperson may designate, including by telephonic or electronic means.

(2) Regular Meetings

Regular meetings of the Committee shall be held as deemed necessary by the by the Chairperson or any three members.

(3) Notice of Meetings

Written notice of the date, time, place and subject of each meeting must be provided to the Members at least 72 hours before the scheduled time of the meeting, except when there is an emergency or urgent public necessity.

(4) Quorum

A majority of the incumbent Members (not counting vacancies) shall constitute a quorum for the purposes of convening a meeting or conducting business.

(5) Voting and Proxy

When it is necessary to vote on any matter before the Committee, Members may vote by electronic means as provided in these Bylaws. Proxy voting is permitted. In order for a matter to pass, the matter must have a majority vote of Members present and must have at least one vote from a Settling State Member and a Participating Subdivision Member. In the event that there is a Quorum, but no Settling State or Participating Subdivision Member is present, then a matter may pass with a simple majority vote.

(6) Minutes

The Committee shall prepare and keep minutes. The minutes must state the subject of each deliberation and indicate each vote, order, decision, or other action taken.

ARTICLE VI
Officers

(1) Roster of Officers

The Committee shall have a Chairperson, a Vice Chairperson, and a Secretary. The Committee may have at its discretion, such other officers as may be appointed by the Members of the Committee. One person may hold two or more offices, except those serving as Chairperson.

(2) Election and Removal of Officers

All officers shall serve two-year terms. The election shall be conducted at the first meeting of the fiscal year. Officers shall remain in office until their successors have been selected. Officers may serve consecutive terms without limit. The election of officers shall be by majority vote of the Members of the Committee attending the meeting.

(3) Vacancies

If a vacancy occurs during the term of office for any elected officer, the Members of the Committee shall elect a new officer to fill the remainder of the term as soon as practical, by majority vote of Members present.

(4) Chairperson

The Chairperson will supervise and control the affairs of the Committee and shall exercise such supervisory powers as may be given him/her by the Members of the Committee. The Chairperson will perform all duties incident to such office and such other duties as may be

provided in these bylaws or as may be prescribed from time to time by the Committee. The Chairperson shall preside at all meetings and shall exercise parliamentary control in accordance with Robert's Rules of Order.

(5) Vice Chairperson

The Vice Chairperson shall act in place of the Chairperson in the event of the Chairperson's absence, inability, or refusal to act, and shall exercise and discharge such other duties as may be required by the Committee. The Vice Chairperson shall serve as the parliamentarian and interpret any ambiguities of the bylaws.

(6) Secretary

The Secretary will keep and maintain all records related to the Committee and take minutes of all meetings.

(7) Records

All elected officers and committee chairpersons shall relinquish their records to the Chairperson immediately upon the completion of their term of office or completion of their term of office or completion of a project.

(8) Resignation

An officer may resign the office while not resigning membership from the Committee, by submitting a letter to the Chairperson. Vacancies occurring in any office shall be appointed for the remainder of the term.

ARTICLE VII
Duties

(1) Prior to the Reference Date

The Committee shall be responsible for any additional negotiations with the Settling Distributors, including, but not limited to, negotiating extensions of any periods created by the Settlement Agreement.

(2) After the Enforcement Date

The Committee shall establish procedures for the receipt of notices that a dispute exists concerning the Agreement and review of such disputes, pursuant to Section VI of the Agreement. Members may engage with Settling Distributors, Settling States, and Participating Subdivisions attempting to resolve any dispute without further action by the Committee. The Committee may request additional information from Settling Distributors, Settling States, and Participating Subdivisions to the extent the Committee believes such information is necessary to understand, resolve, or provide advice related to a dispute. The Committee shall endeavor to provide advice relative to the dispute no later than 60 days after receipt of notice.

ARTICLE VIII
Rules of Procedure

The proceedings and business of the Committee shall be governed by Robert's Rules of Order unless otherwise waived by the Committee.

ARTICLE IX
Operations

(1) Records

The Committee will keep correct and complete records and will also keep minutes of the proceedings of the Committee meetings and Committees. The Committee will keep at its principal place of business at a place designated by the Chairperson.

All elected officers and committee chairpersons shall relinquish their records to the Chairperson, immediately upon the completion of their term of office.

(2) Inspection of Books and Records

The minutes of a meeting are public records and shall be available for public inspection and copying on request to the Committee's Chairperson or the Chairperson's designee.

(3) Amendments

The bylaws may be amended at any time by a vote of a majority of Members present and must have at least one vote from a Settling State Member and a Participating Subdivision Member. In the event that there is a Quorum, but no Settling State or Participating Subdivision Member is present, then a matter may pass with a simple majority vote.

EXHIBIT C

Litigating Subdivisions List¹²

- | | |
|---|--|
| 1. Abbeville (AL), City of, Alabama | 40. Chilton (AL), County of, Alabama |
| 2. Albertville (AL), City of, Alabama | 41. Choctaw (AL), County of, Alabama |
| 3. Alexander City (AL), City of, Alabama | 42. Clanton (AL), City of, Alabama |
| 4. Anniston (AL), City of, Alabama | 43. Clarke (AL), County of, Alabama |
| 5. Arab (AL), City of, Alabama | 44. Clay (AL), County of, Alabama |
| 6. Argo (AL), City of, Alabama | 45. Cleburne (AL), County of, Alabama |
| 7. Ashland (AL), City of, Alabama | 46. Cleveland (AL), Town of, Alabama |
| 8. Ashville (AL), City of, Alabama | 47. Coffee (AL), County of, Alabama |
| 9. Athens (AL), City of, Alabama | 48. Colbert (AL), County of, Alabama |
| 10. Attalla (AL), City of, Alabama | 49. Conecuh (AL), County of, Alabama |
| 11. Attentus Mouton, LLC d/b/a Lawrence Medical Center (AL), Alabama | 50. Coosa (AL), County of, Alabama |
| 12. Auburn (AL), City of, Alabama | 51. Cordova (AL), City of, Alabama |
| 13. Autauga (AL), County of, Alabama | 52. Covington (AL), County of, Alabama |
| 14. Baldwin (AL), County of, Alabama | 53. Crenshaw (AL), County of, Alabama |
| 15. Barbour (AL), County of, Alabama | 54. Cullman (AL), City of, Alabama |
| 16. Berry (AL), Town of, Alabama | 55. Cullman (AL), County of, Alabama |
| 17. Bibb (AL), County of, Alabama | 56. Cullman Regional Medical Center, Inc. (AL), Alabama |
| 18. Birmingham (AL), City of, Alabama | 57. Dadeville (AL), City of, Alabama |
| 19. Blount (AL), County of, Alabama | 58. Dale (AL), County of, Alabama |
| 20. Boaz (AL), City of, Alabama | 59. Daleville (AL), City of, Alabama |
| 21. Brent (AL), City of, Alabama | 60. Dallas (AL), County of, Alabama |
| 22. Bridgeport (AL), City of, Alabama | 61. Daphne (AL), City of, Alabama |
| 23. Brookwood (AL), Town of, Alabama | 62. Dauphin Island (AL), Town of, Alabama |
| 24. Brundidge (AL), City of, Alabama | 63. Decatur (AL), City of, Alabama |
| 25. Bullock (AL), County of, Alabama | 64. DeKalb (AL), County of, Alabama |
| 26. Butler (AL), County of, Alabama | 65. Demopolis (AL), City of, Alabama |
| 27. Butler (AL), Town of, Alabama | 66. Dora (AL), City of, Alabama |
| 28. Calera (AL), City of, Alabama | 67. Dothan (AL), City of, Alabama |
| 29. Calhoun (AL), County of, Alabama | 68. Double Springs (AL), Town of, Alabama |
| 30. Camp Hill (AL), Town of, Alabama | 69. Douglas (AL), Town of, Alabama |
| 31. Carbon Hill (AL), City of, Alabama | 70. Enterprise (AL), City of, Alabama |
| 32. Cedar Bluff (AL), Town of, Alabama | 71. Escambia (AL), County of, Alabama |
| 33. Center Point (AL), City of, Alabama | 72. Etowah (AL), County of, Alabama |
| 34. Centre (AL), City of, Alabama | 73. Etowah (AL), County of (Sheriff), Alabama |
| 35. Centreville (AL), City of, Alabama | 74. Eufaula (AL), City of, Alabama |
| 36. Chambers (AL), County of, Alabama | 75. Evergreen (AL), City of, Alabama |
| 37. Cherokee (AL), County of, Alabama | 76. Fairfield (AL), City of, Alabama |
| 38. Cherokee (AL), Town of, Alabama | |
| 39. Chickasaw (AL), City of, Alabama | |

¹² For purposes of calculating the percentage of Litigating Subdivisions pursuant to Section IV.F.2.b and Exhibit H, an individual Litigating Subdivision shall not be included more than once in the numerator, and shall not be included more than once in the denominator, of the calculation regardless if it (or any of its officials) is named as multiple plaintiffs in the same lawsuit; provided, however, that for the avoidance of doubt, no Litigating Subdivision will be excluded from the numerator or denominator under this sentence unless a Litigating Subdivision otherwise counted in the denominator has the authority to release the Claims (consistent with Section XI) of the Litigating Subdivision to be excluded.

77. Family Oriented Primary Health Care Clinic (AL), Alabama
78. Faunsdale (AL), Town of, Alabama
79. Fayette (AL), City of, Alabama
80. Fayette (AL), County of, Alabama
81. Fayette (AL), County of (Sheriff), Alabama
82. Florence (AL), City of, Alabama
83. Foley (AL), City of, Alabama
84. Fort Deposit (AL), Town of, Alabama
85. Fort Payne (AL), City of, Alabama
86. Franklin (AL), County of, Alabama
87. Fultondale (AL), City of, Alabama
88. Gadsden (AL), City of, Alabama
89. Geneva (AL), City of, Alabama
90. Geneva (AL), County of, Alabama
91. Geneva County Health Care Authority (AL), Alabama
92. Georgiana (AL), City of, Alabama
93. Geraldine (AL), Town of, Alabama
94. Gilbertown (AL), Town of, Alabama
95. Grant (AL), Town of, Alabama
96. Graysville (AL), City of, Alabama
97. Greene (AL), County of, Alabama
98. Greene County Hospital Board (AL), Alabama
99. Greensboro (AL), City of, Alabama
100. Greenville (AL), City of, Alabama
101. Guin (AL), City of, Alabama
102. Guntersville (AL), City of, Alabama
103. Gurley (AL), Town of, Alabama
104. Hale (AL), County of, Alabama
105. Haleyville (AL), City of, Alabama
106. Hamilton (AL), City of, Alabama
107. Hammondville (AL), Town of, Alabama
108. Hartselle (AL), City of, Alabama
109. Headland (AL), City of, Alabama
110. Health Care Authority of Cullman County (AL), Alabama
111. Health Care Authority of the City of Huntsville d/b/a HH Health System, et al. (AL), Alabama
112. Henagar (AL), City of, Alabama
113. Henry (AL), County of, Alabama
114. HH Health System-Athens Limestone, LLC d/b/a Athens Limestone Hospital (AL), Alabama
115. HH Health System-Morgan, LLC d/b/a Decatur Morgan Hospital-Decatur and Decatur Morgan Hospital-Parkway (AL), Alabama
116. HH Health System-Shoals, LLC d/b/a Helen Keller Hospital and Red Bay Hospital (AL), Alabama
117. Homewood (AL), City of, Alabama
118. Hoover (AL), City of, Alabama
119. Houston (AL), County of, Alabama
120. Hueytown (AL), City of, Alabama
121. Huntsville (AL), City of, Alabama
122. J. Paul Jones Hospital (AL), Alabama
123. Jackson (AL), County of, Alabama
124. Jackson County Health Care Authority (AL), Alabama
125. Jacksonville (AL), City of, Alabama
126. Jasper (AL), City of, Alabama
127. Jefferson (AL), County of, Alabama
128. Jefferson (AL), County of (Sheriff), Alabama
129. Killen (AL), City of, Alabama
130. Lamar (AL), County of, Alabama
131. Lamar (AL), County of (Sheriff), Alabama
132. Lanett (AL), City of, Alabama
133. Lauderdale (AL), County of, Alabama
134. Lawrence (AL), County of, Alabama
135. Leeds (AL), City of, Alabama
136. Leesburg (AL), City of, Alabama
137. Leighton (AL), Town of, Alabama
138. Level Plains (AL), City of, Alabama
139. Limestone (AL), County of, Alabama
140. Lincoln (AL), City of, Alabama
141. Linden (AL), City of, Alabama
142. Locust Fork (AL), Town of, Alabama
143. Louisville (AL), City of, Alabama
144. Lowndes (AL), County of, Alabama
145. Luverne (AL), City of, Alabama
146. Macon (AL), County of, Alabama
147. Madison (AL), City of, Alabama
148. Madison (AL), County of, Alabama
149. Marengo (AL), County of, Alabama
150. Marion (AL), City of, Alabama
151. Marion (AL), County of, Alabama
152. Marshall (AL), County of, Alabama
153. Marshall County (AL) Health Care Authority, Alabama
154. McKenzie (AL), Town of, Alabama
155. Midfield (AL), City of, Alabama
156. Mobile (AL), City of, Alabama
157. Mobile (AL), County Board of Health, Alabama
158. Mobile (AL), County of, Alabama
159. Monroe (AL), County of, Alabama
160. Monroe County Healthcare Authority (AL), Alabama
161. Monroe County Healthcare Authority d/b/a Monroe County Hospital (AL), Alabama
162. Monroeville (AL), City of, Alabama
163. Montgomery (AL), City of, Alabama

164. Montgomery (AL), County of, Alabama
165. Moody (AL), City of, Alabama
166. Morgan (AL), County of, Alabama
167. Moulton (AL), City of, Alabama
168. Mountain Brook (AL), City of, Alabama
169. Munford (AL), Town of, Alabama
170. Muscle Shoals (AL), City of, Alabama
171. Nauvoo (AL), City of, Alabama
172. New Hope (AL), City of, Alabama
173. Northport (AL), City of, Alabama
174. Oakman (AL), Town of, Alabama
175. Oneonta (AL), City of, Alabama
176. Opelika (AL), City of, Alabama
177. Opp (AL), City of, Alabama
178. Orange Beach (AL), City of, Alabama
179. Oxford (AL), City of, Alabama
180. Ozark (AL), City of, Alabama
181. Parrish (AL), City of, Alabama
182. Pell City (AL), City of, Alabama
183. Perry (AL), County of, Alabama
184. Phenix (AL), City of, Alabama
185. Pickens (AL), County of, Alabama
186. Piedmont (AL), City of, Alabama
187. Pike (AL), County of, Alabama
188. Pleasant Grove (AL), City of, Alabama
189. Powell (AL), Town of, Alabama
190. Prattville (AL), City of, Alabama
191. Priceville (AL), Town of, Alabama
192. Prichard (AL), City of, Alabama
193. Ragland (AL), City of, Alabama
194. Rainbow City (AL), City of, Alabama
195. Rainsville (AL), City of, Alabama
196. Red Bay (AL), City of, Alabama
197. Robertsdale (AL), City of, Alabama
198. Rockford (AL), Town of, Alabama
199. Russell (AL), County of, Alabama
200. Russellville (AL), City of, Alabama
201. Satsuma (AL), City of, Alabama
202. Scottsboro (AL), City of, Alabama
203. Selma (AL), City of, Alabama
204. Sheffield (AL), City of, Alabama
205. Shelby (AL), County of, Alabama
206. Sipsey (AL), City of, Alabama
207. Slocumb (AL), City of, Alabama
208. Spanish Fort (AL), City of, Alabama
209. Springville (AL), City of, Alabama
210. St. Clair (AL), County of, Alabama
211. Sumiton (AL), City of, Alabama
212. Sumter (AL), County of, Alabama
213. Sweet Water (AL), Town of, Alabama
214. Sylacauga (AL), City of, Alabama
215. Talladega (AL), City of, Alabama
216. Talladega (AL), County of, Alabama
217. Tallapoosa (AL), County of, Alabama
218. Tarrant (AL), City of, Alabama
219. The Bibb County Healthcare Authority (AL), Alabama
220. The Dale County Healthcare Authority (AL), Alabama
221. The DCH Health Care Authority (AL), Alabama
222. The Health Care Authority of Morgan County - City of Decatur (AL), Alabama
223. The Health Care Authority of the City of Huntsville d/b/a Huntsville Hospital (AL), Alabama
224. The Health Care Authority of the City of Huntsville d/b/a Huntsville Hospital for Women and Children (AL), Alabama
225. The Health Care Authority of the City of Huntsville d/b/a Madison Hospital (AL), Alabama
226. The Healthcare Authority for Baptist Health (AL), Alabama
227. The Sylacauga Health Care Authority (AL), Alabama
228. The Tombigbee Health Care Authority (AL), Alabama
229. Thomasville (AL), City of, Alabama
230. Troy (AL), City of, Alabama
231. Trussville (AL), City of, Alabama
232. Tuscaloosa (AL), City of, Alabama
233. Tuscaloosa (AL), County of, Alabama
234. Tuscumbia (AL), City of, Alabama
235. Tuskegee (AL), City of, Alabama
236. Union Springs (AL), City of, Alabama
237. Uniontown (AL), City of, Alabama
238. Vance (AL), Town of, Alabama
239. Vernon (AL), City of, Alabama
240. Vestavia Hills (AL), City of, Alabama
241. Walker (AL), County of, Alabama
242. Washington (AL), County of, Alabama
243. Weaver (AL), City of, Alabama
244. West Blocton (AL), Town of, Alabama
245. Wilcox (AL), County of, Alabama
246. Winfield (AL), City of, Alabama
247. Woodville (AL), Town of, Alabama
248. Yellow Bluff (AL), Town of, Alabama
249. Apache (AZ), County of, Arizona
250. Bullhead City (AZ), City of, Arizona
251. Cochise (AZ), County of, Arizona
252. Glendale (AZ), City of, Arizona
253. Kingman (AZ), City of, Arizona
254. La Paz (AZ), County of, Arizona
255. Maricopa (AZ), County of, Arizona
256. Mohave (AZ), County of, Arizona

| | | | |
|------|---------------------------------------|------|--|
| 257. | Navajo (AZ), County of, Arizona | 310. | Bethel Heights (AR), City of, Arkansas |
| 258. | Phoenix (AZ), City of, Arizona | 311. | Big Flat (AR), City of, Arkansas |
| 259. | Pima (AZ), County of, Arizona | 312. | Bigelow (AR), City of, Arkansas |
| 260. | Pinal (AZ), County of, Arizona | 313. | Biggers (AR), City of, Arkansas |
| 261. | Prescott (AZ), City of, Arizona | 314. | Birdsong (AR), City of, Arkansas |
| 262. | Surprise (AZ), City of, Arizona | 315. | Biscoe (AR), City of, Arkansas |
| 263. | Tucson (AZ), The City of, Arizona | 316. | Black Oak (AR), City of, Arkansas |
| 264. | Yuma (AZ), County of, Arizona | 317. | Black Rock (AR), City of, Arkansas |
| 265. | Adona (AR), City of, Arkansas | 318. | Black Springs (AR), City of, Arkansas |
| 266. | Alexander (AR), City of, Arkansas | 319. | Blevins (AR), City of, Arkansas |
| 267. | Alicia (AR), City of, Arkansas | 320. | Blue Eye (AR), City of, Arkansas |
| 268. | Allport (AR), City of, Arkansas | 321. | Blue Mountain (AR), City of, Arkansas |
| 269. | Alma (AR), City of, Arkansas | 322. | Bluff City (AR), City of, Arkansas |
| 270. | Almyra (AR), City of, Arkansas | 323. | Blytheville (AR), City of, Arkansas |
| 271. | Alpena (AR), City of, Arkansas | 324. | Bodcaw (AR), City of, Arkansas |
| 272. | Alzheimer (AR), City of, Arkansas | 325. | Bonanza (AR), City of, Arkansas |
| 273. | Altus (AR), City of, Arkansas | 326. | Bono (AR), City of, Arkansas |
| 274. | Amagon (AR), City of, Arkansas | 327. | Boone (AR), County of, Arkansas |
| 275. | Amity (AR), City of, Arkansas | 328. | Booneville (AR), City of, Arkansas |
| 276. | Anthonyville (AR), City of, Arkansas | 329. | Bradford (AR), City of, Arkansas |
| 277. | Antoine (AR), City of, Arkansas | 330. | Bradley (AR), City of, Arkansas |
| 278. | Arkadelphia (AR), City of, Arkansas | 331. | Bradley (AR), County of, Arkansas |
| 279. | Arkansas (AR), County of, Arkansas | 332. | Branch (AR), City of, Arkansas |
| 280. | Arkansas City (AR), City of, Arkansas | 333. | Briarcliff (AR), City of, Arkansas |
| 281. | Ash Flat (AR), City of, Arkansas | 334. | Brinkley (AR), City of, Arkansas |
| 282. | Ashdown (AR), City of, Arkansas | 335. | Brookland (AR), City of, Arkansas |
| 283. | Ashley (AR), County of, Arkansas | 336. | Bryant (AR), City of, Arkansas |
| 284. | Atkins (AR), City of, Arkansas | 337. | Buckner (AR), City of, Arkansas |
| 285. | Aubrey (AR), City of, Arkansas | 338. | Bull Shoals (AR), City of, Arkansas |
| 286. | Augusta (AR), City of, Arkansas | 339. | Burdette (AR), City of, Arkansas |
| 287. | Austin (AR), City of, Arkansas | 340. | Cabot (AR), City of, Arkansas |
| 288. | Avoca (AR), City of, Arkansas | 341. | Caddo Valley (AR), City of, Arkansas |
| 289. | Bald Knob (AR), City of, Arkansas | 342. | Caldwell (AR), City of, Arkansas |
| 290. | Banks (AR), City of, Arkansas | 343. | Cale (AR), City of, Arkansas |
| 291. | Barling (AR), City of, Arkansas | 344. | Calhoun (AR), County of, Arkansas |
| 292. | Bassett (AR), City of, Arkansas | 345. | Calico Rock (AR), City of, Arkansas |
| 293. | Batesville (AR), City of, Arkansas | 346. | Calion (AR), City of, Arkansas |
| 294. | Bauxite (AR), City of, Arkansas | 347. | Camden (AR), City of, Arkansas |
| 295. | Baxter (AR), County of, Arkansas | 348. | Cammack Village (AR), City of, Arkansas |
| 296. | Bay (AR), City of, Arkansas | 349. | Campbell Station (AR), City of, Arkansas |
| 297. | Bearden (AR), City of, Arkansas | 350. | Caraway (AR), City of, Arkansas |
| 298. | Beaver (AR), City of, Arkansas | 351. | Carlisle (AR), City of, Arkansas |
| 299. | Beebe (AR), City of, Arkansas | 352. | Carroll (AR), County of, Arkansas |
| 300. | Beedeville (AR), City of, Arkansas | 353. | Carthage (AR), City of, Arkansas |
| 301. | Bella Vista (AR), City of, Arkansas | 354. | Casa (AR), City of, Arkansas |
| 302. | Bellefonte (AR), City of, Arkansas | 355. | Cash (AR), City of, Arkansas |
| 303. | Belleville (AR), City of, Arkansas | 356. | Caulksville (AR), City of, Arkansas |
| 304. | Ben Lomond (AR), City of, Arkansas | 357. | Cave City (AR), City of, Arkansas |
| 305. | Benton (AR), City of, Arkansas | 358. | Cave Springs (AR), City of, Arkansas |
| 306. | Benton (AR), County of, Arkansas | 359. | Cedarville (AR), City of, Arkansas |
| 307. | Bentonville (AR), City of, Arkansas | 360. | Centerton (AR), City of, Arkansas |
| 308. | Bergman (AR), City of, Arkansas | 361. | Central City (AR), City of, Arkansas |
| 309. | Berryville (AR), City of, Arkansas | 362. | Charleston (AR), City of, Arkansas |

- 363. Cherokee Village (AR), City of, Arkansas
- 364. Cherry Valley (AR), City of, Arkansas
- 365. Chester (AR), City of, Arkansas
- 366. Chicot (AR), County of, Arkansas
- 367. Chidester (AR), City of, Arkansas
- 368. Clarendon (AR), City of, Arkansas
- 369. Clark (AR), County of, Arkansas
- 370. Clarksville (AR), City of, Arkansas
- 371. Clay (AR), County of, Arkansas
- 372. Cleburne (AR), County of, Arkansas
- 373. Cleveland (AR), County of, Arkansas
- 374. Clinton (AR), City of, Arkansas
- 375. Coal Hill (AR), City of, Arkansas
- 376. Colt (AR), City of, Arkansas
- 377. Columbia (AR), County of, Arkansas
- 378. Concord (AR), City of, Arkansas
- 379. Conway (AR), City of, Arkansas
- 380. Conway (AR), County of, Arkansas
- 381. Corning (AR), City of, Arkansas
- 382. Cotter (AR), City of, Arkansas
- 383. Cotton Plant (AR), City of, Arkansas
- 384. Cove (AR), City of, Arkansas
- 385. Coy (AR), City of, Arkansas
- 386. Craighead (AR), County of, Arkansas
- 387. Crawford (AR), County of, Arkansas
- 388. Crawfordsville (AR), City of, Arkansas
- 389. Crittenden (AR), County of, Arkansas
- 390. Cross (AR), County of, Arkansas
- 391. Crossett (AR), City of, Arkansas
- 392. Cushman (AR), City of, Arkansas
- 393. Daisy (AR), City of, Arkansas
- 394. Dallas (AR), County of, Arkansas
- 395. Damascus (AR), City of, Arkansas
- 396. Danville (AR), City of, Arkansas
- 397. Dardanelle (AR), City of, Arkansas
- 398. Datto (AR), City of, Arkansas
- 399. De Queen (AR), City of, Arkansas
- 400. Decatur (AR), City of, Arkansas
- 401. Delaplaine (AR), City of, Arkansas
- 402. Delight (AR), City of, Arkansas
- 403. Dell (AR), City of, Arkansas
- 404. Denning (AR), City of, Arkansas
- 405. Dermott (AR), City of, Arkansas
- 406. Des Arc (AR), City of, Arkansas
- 407. Desha (AR), County of, Arkansas
- 408. Devalls Bluff (AR), City of, Arkansas
- 409. Dewitt (AR), City of, Arkansas
- 410. Diamond City (AR), City of, Arkansas
- 411. Diaz (AR), City of, Arkansas
- 412. Dierks (AR), City of, Arkansas
- 413. Donaldson (AR), City of, Arkansas
- 414. Dover (AR), City of, Arkansas
- 415. Dumas (AR), City of, Arkansas
- 416. Dyer (AR), City of, Arkansas
- 417. Dyess (AR), City of, Arkansas
- 418. Earle (AR), City of, Arkansas
- 419. East Camden (AR), City of, Arkansas
- 420. Edmondson (AR), City of, Arkansas
- 421. Egypt (AR), City of, Arkansas
- 422. El Dorado (AR), City of, Arkansas
- 423. Elaine (AR), City of, Arkansas
- 424. Elkins (AR), City of, Arkansas
- 425. Elm Springs (AR), City of, Arkansas
- 426. Emerson (AR), City of, Arkansas
- 427. Emmet (AR), City of, Arkansas
- 428. England (AR), City of, Arkansas
- 429. Enola (AR), City of, Arkansas
- 430. Etowah (AR), City of, Arkansas
- 431. Eudora (AR), City of, Arkansas
- 432. Eureka Springs (AR), City of, Arkansas
- 433. Evening Shade (AR), City of, Arkansas
- 434. Everton (AR), City of, Arkansas
- 435. Fairfield Bay (AR), City of, Arkansas
- 436. Fargo (AR), City of, Arkansas
- 437. Farmington (AR), City of, Arkansas
- 438. Faulkner (AR), County of, Arkansas
- 439. Felsenthal (AR), City of, Arkansas
- 440. Fifty-Six (AR), City of, Arkansas
- 441. Fisher (AR), City of, Arkansas
- 442. Flippin (AR), City of, Arkansas
- 443. Fordyce (AR), City of, Arkansas
- 444. Foreman (AR), City of, Arkansas
- 445. Forrest City (AR), City of, Arkansas
- 446. Fort Smith (AR), City of, Arkansas
- 447. Fouke (AR), City of, Arkansas
- 448. Fountain Hill (AR), City of, Arkansas
- 449. Fountain Lake (AR), City of, Arkansas
- 450. Fourche (AR), City of, Arkansas
- 451. Franklin (AR), City of, Arkansas
- 452. Friendship (AR), City of, Arkansas
- 453. Fulton (AR), City of, Arkansas
- 454. Fulton (AR), County of, Arkansas
- 455. Garfield (AR), City of, Arkansas
- 456. Garland (AR), City of, Arkansas
- 457. Garland (AR), County of, Arkansas
- 458. Garner (AR), City of, Arkansas
- 459. Gassville (AR), City of, Arkansas
- 460. Gateway (AR), City of, Arkansas
- 461. Gentry (AR), City of, Arkansas
- 462. Georgetown (AR), City of, Arkansas
- 463. Gilbert (AR), City of, Arkansas
- 464. Gillett (AR), City of, Arkansas
- 465. Gillham (AR), City of, Arkansas
- 466. Gilmore (AR), City of, Arkansas
- 467. Glenwood (AR), City of, Arkansas
- 468. Goshen (AR), City of, Arkansas

| | | | |
|------|--|------|--|
| 469. | Gosnell (AR), City of, Arkansas | 521. | Houston (AR), City of, Arkansas |
| 470. | Gould (AR), City of, Arkansas | 522. | Howard (AR), County of, Arkansas |
| 471. | Grady (AR), City of, Arkansas | 523. | Hoxie (AR), City of, Arkansas |
| 472. | Grannis (AR), City of, Arkansas | 524. | Hughes (AR), City of, Arkansas |
| 473. | Grant (AR), County of, Arkansas | 525. | Humnoke (AR), City of, Arkansas |
| 474. | Gravette (AR), City of, Arkansas | 526. | Humphrey (AR), City of, Arkansas |
| 475. | Green Forest (AR), City of, Arkansas | 527. | Hunter (AR), City of, Arkansas |
| 476. | Greenbrier (AR), City of, Arkansas | 528. | Huntington (AR), City of, Arkansas |
| 477. | Greene (AR), County of, Arkansas | 529. | Huntsville (AR), City of, Arkansas |
| 478. | Greenland (AR), City of, Arkansas | 530. | Huttig (AR), City of, Arkansas |
| 479. | Greenway (AR), City of, Arkansas | 531. | Imboden (AR), City of, Arkansas |
| 480. | Greenwood (AR), City of, Arkansas | 532. | Independence (AR), County of, Arkansas |
| 481. | Greers Ferry (AR), City of, Arkansas | 533. | Izard (AR), County of, Arkansas |
| 482. | Griffithville (AR), City of, Arkansas | 534. | Jackson (AR), County of, Arkansas |
| 483. | Grubbs (AR), City of, Arkansas | 535. | Jacksonport (AR), City of, Arkansas |
| 484. | Guion (AR), City of, Arkansas | 536. | Jacksonville (AR), City of, Arkansas |
| 485. | Gum Springs (AR), City of, Arkansas | 537. | Jasper (AR), City of, Arkansas |
| 486. | Gurdon (AR), City of, Arkansas | 538. | Jefferson (AR), County of, Arkansas |
| 487. | Guy (AR), City of, Arkansas | 539. | Jennette (AR), City of, Arkansas |
| 488. | Hackett (AR), City of, Arkansas | 540. | Jericho (AR), City of, Arkansas |
| 489. | Hamburg (AR), City of, Arkansas | 541. | Jerome (AR), City of, Arkansas |
| 490. | Hampton (AR), City of, Arkansas | 542. | Johnson (AR), City of, Arkansas |
| 491. | Hardy (AR), City of, Arkansas | 543. | Johnson (AR), County of, Arkansas |
| 492. | Harrell (AR), City of, Arkansas | 544. | Joiner (AR), City of, Arkansas |
| 493. | Harrisburg (AR), City of, Arkansas | 545. | Jonesboro (AR), City of, Arkansas |
| 494. | Harrison (AR), City of, Arkansas | 546. | Judsonia (AR), City of, Arkansas |
| 495. | Hartford (AR), City of, Arkansas | 547. | Junction City (AR), City of, Arkansas |
| 496. | Hartman (AR), City of, Arkansas | 548. | Keiser (AR), City of, Arkansas |
| 497. | Haskell (AR), City of, Arkansas | 549. | Kensett (AR), City of, Arkansas |
| 498. | Hatfield (AR), City of, Arkansas | 550. | Kibler (AR), City of, Arkansas |
| 499. | Havana (AR), City of, Arkansas | 551. | Kingsland (AR), City of, Arkansas |
| 500. | Haynes (AR), City of, Arkansas | 552. | Knobel (AR), City of, Arkansas |
| 501. | Hazen (AR), City of, Arkansas | 553. | Knoxville (AR), City of, Arkansas |
| 502. | Heber Springs (AR), City of, Arkansas | 554. | La Grange (AR), City of, Arkansas |
| 503. | Hector (AR), City of, Arkansas | 555. | Lafayette (AR), County of, Arkansas |
| 504. | Helena - West Helena (AR), City of, Arkansas | 556. | Lafe (AR), City of, Arkansas |
| 505. | Hempstead (AR), County of, Arkansas | 557. | Lake City (AR), City of, Arkansas |
| 506. | Hermitage (AR), City of, Arkansas | 558. | Lake View (AR), City of, Arkansas |
| 507. | Hickory Ridge (AR), City of, Arkansas | 559. | Lake Village (AR), City of, Arkansas |
| 508. | Higden (AR), City of, Arkansas | 560. | Lakeview (AR), City of, Arkansas |
| 509. | Higginson (AR), City of, Arkansas | 561. | Lamar (AR), City of, Arkansas |
| 510. | Highfill (AR), City of, Arkansas | 562. | Lavaca (AR), City of, Arkansas |
| 511. | Highland (AR), City of, Arkansas | 563. | Leachville (AR), City of, Arkansas |
| 512. | Hindsville (AR), City of, Arkansas | 564. | Lead Hill (AR), City of, Arkansas |
| 513. | Holland (AR), City of, Arkansas | 565. | Lee (AR), County of, Arkansas |
| 514. | Holly Grove (AR), City of, Arkansas | 566. | Leola (AR), City of, Arkansas |
| 515. | Hope (AR), City of, Arkansas | 567. | Lepanto (AR), City of, Arkansas |
| 516. | Horatio (AR), City of, Arkansas | 568. | Leslie (AR), City of, Arkansas |
| 517. | Horseshoe Bend (AR), City of, Arkansas | 569. | Lewisville (AR), City of, Arkansas |
| 518. | Horseshoe Lake (AR), City of, Arkansas | 570. | Lincoln (AR), City of, Arkansas |
| 519. | Hot Spring (AR), County of, Arkansas | 571. | Lincoln (AR), County of, Arkansas |
| 520. | Hot Springs (AR), City of, Arkansas | 572. | Little Flock (AR), City of, Arkansas |
| | | 573. | Little River (AR), County of, Arkansas |

| | | | |
|------|---|------|---|
| 574. | Little Rock (AR), City of, Arkansas | 627. | Mount Pleasant (AR), City of, Arkansas |
| 575. | Lockesburg (AR), City of, Arkansas | 628. | Mount Vernon (AR), City of, Arkansas |
| 576. | Logan (AR), County of, Arkansas | 629. | Mountain Home (AR), City of, Arkansas |
| 577. | London (AR), City of, Arkansas | 630. | Mountain Pine (AR), City of, Arkansas |
| 578. | Lonoke (AR), City of, Arkansas | 631. | Mountainburg (AR), City of, Arkansas |
| 579. | Lonoke (AR), County of, Arkansas | 632. | Mulberry (AR), City of, Arkansas |
| 580. | Louann (AR), City of, Arkansas | 633. | Murfreesboro (AR), City of, Arkansas |
| 581. | Luxora (AR), City of, Arkansas | 634. | Nashville (AR), City of, Arkansas |
| 582. | Lynn (AR), City of, Arkansas | 635. | Nevada (AR), County of, Arkansas |
| 583. | Madison (AR), City of, Arkansas | 636. | Newark (AR), City of, Arkansas |
| 584. | Madison (AR), County of, Arkansas | 637. | Newport (AR), City of, Arkansas |
| 585. | Magazine (AR), City of, Arkansas | 638. | Newton (AR), County of, Arkansas |
| 586. | Magness (AR), City of, Arkansas | 639. | Norfork (AR), City of, Arkansas |
| 587. | Magnolia (AR), City of, Arkansas | 640. | Norman (AR), City of, Arkansas |
| 588. | Malvern (AR), City of, Arkansas | 641. | Norphlet (AR), City of, Arkansas |
| 589. | Mammoth Spring (AR), City of, Arkansas | 642. | North Little Rock (AR), City of, Arkansas |
| 590. | Manila (AR), City of, Arkansas | 643. | Oak Grove (AR), City of, Arkansas |
| 591. | Mansfield (AR), City of, Arkansas | 644. | Oak Grove Heights (AR), City of, Arkansas |
| 592. | Marianna (AR), City of, Arkansas | 645. | Oakhaven (AR), City of, Arkansas |
| 593. | Marie (AR), City of, Arkansas | 646. | Oden (AR), City of, Arkansas |
| 594. | Marion (AR), City of, Arkansas | 647. | Ogden (AR), City of, Arkansas |
| 595. | Marion (AR), County of, Arkansas | 648. | Oil Trough (AR), City of, Arkansas |
| 596. | Marked Tree (AR), City of, Arkansas | 649. | O'Kean (AR), City of, Arkansas |
| 597. | Marmaduke (AR), City of, Arkansas | 650. | Okolona (AR), City of, Arkansas |
| 598. | Marvell (AR), City of, Arkansas | 651. | Ola (AR), City of, Arkansas |
| 599. | Maumelle (AR), City of, Arkansas | 652. | Omaha (AR), City of, Arkansas |
| 600. | Mayflower (AR), City of, Arkansas | 653. | Oppelo (AR), City of, Arkansas |
| 601. | Maynard (AR), City of, Arkansas | 654. | Osceola (AR), City of, Arkansas |
| 602. | McCaskill (AR), City of, Arkansas | 655. | Ouachita (AR), County of, Arkansas |
| 603. | McRae (AR), City of, Arkansas | 656. | Oxford (AR), City of, Arkansas |
| 604. | McCrory (AR), City of, Arkansas | 657. | Ozan (AR), City of, Arkansas |
| 605. | McDougal (AR), City of, Arkansas | 658. | Ozark (AR), City of, Arkansas |
| 606. | McGehee (AR), City of, Arkansas | 659. | Palestine (AR), City of, Arkansas |
| 607. | McNab (AR), City of, Arkansas | 660. | Pangburn (AR), City of, Arkansas |
| 608. | Melbourne (AR), City of, Arkansas | 661. | Paragould (AR), City of, Arkansas |
| 609. | Mena (AR), City of, Arkansas | 662. | Paris (AR), City of, Arkansas |
| 610. | Menifee (AR), City of, Arkansas | 663. | Parkdale (AR), City of, Arkansas |
| 611. | Midland (AR), City of, Arkansas | 664. | Parkin (AR), City of, Arkansas |
| 612. | Miller (AR), County of, Arkansas | 665. | Patmos (AR), City of, Arkansas |
| 613. | Mineral Springs (AR), City of, Arkansas | 666. | Patterson (AR), City of, Arkansas |
| 614. | Minturn (AR), City of, Arkansas | 667. | Pea Ridge (AR), City of, Arkansas |
| 615. | Mississippi (AR), County of, Arkansas | 668. | Peach Orchard (AR), City of, Arkansas |
| 616. | Mitchellville (AR), City of, Arkansas | 669. | Perla (AR), City of, Arkansas |
| 617. | Monette (AR), City of, Arkansas | 670. | Perry (AR), City of, Arkansas |
| 618. | Monroe (AR), County of, Arkansas | 671. | Perry (AR), County of, Arkansas |
| 619. | Montgomery (AR), County of, Arkansas | 672. | Perrytown (AR), City of, Arkansas |
| 620. | Monticello (AR), City of, Arkansas | 673. | Perryville (AR), City of, Arkansas |
| 621. | Montrose (AR), City of, Arkansas | 674. | Phillips (AR), County of, Arkansas |
| 622. | Moorefield (AR), City of, Arkansas | 675. | Piggott (AR), City of, Arkansas |
| 623. | Moro (AR), City of, Arkansas | 676. | Pike (AR), County of, Arkansas |
| 624. | Morrilton (AR), City of, Arkansas | 677. | Pindall (AR), City of, Arkansas |
| 625. | Morrison Bluff (AR), City of, Arkansas | 678. | Pine Bluff (AR), City of, Arkansas |
| 626. | Mount Ida (AR), City of, Arkansas | | |

| | | | |
|------|--|------|---|
| 679. | Pineville (AR), City of, Arkansas | 732. | Sherwood (AR), City of, Arkansas |
| 680. | Plainview (AR), City of, Arkansas | 733. | Shirley (AR), City of, Arkansas |
| 681. | Pleasant Plains (AR), City of, Arkansas | 734. | Sidney (AR), City of, Arkansas |
| 682. | Plumerville (AR), City of, Arkansas | 735. | Siloam Springs (AR), City of, Arkansas |
| 683. | Pocahontas (AR), City of, Arkansas | 736. | Smackover (AR), City of, Arkansas |
| 684. | Poinsett (AR), County of, Arkansas | 737. | Smithville (AR), City of, Arkansas |
| 685. | Polk (AR), County of, Arkansas | 738. | South Lead Hill (AR), City of, Arkansas |
| 686. | Pollard (AR), City of, Arkansas | 739. | Sparkman (AR), City of, Arkansas |
| 687. | Pope (AR), County of, Arkansas | 740. | Springdale (AR), City of, Arkansas |
| 688. | Portia (AR), City of, Arkansas | 741. | Springtown (AR), City of, Arkansas |
| 689. | Portland (AR), City of, Arkansas | 742. | St. Charles (AR), City of, Arkansas |
| 690. | Pottsville (AR), City of, Arkansas | 743. | St. Francis (AR), City of, Arkansas |
| 691. | Powhatan (AR), City of, Arkansas | 744. | St. Francis (AR), County of, Arkansas |
| 692. | Poyen (AR), City of, Arkansas | 745. | St. Joe (AR), City of, Arkansas |
| 693. | Prairie (AR), County of, Arkansas | 746. | St. Paul (AR), City of, Arkansas |
| 694. | Prairie Grove (AR), City of, Arkansas | 747. | Stamps (AR), City of, Arkansas |
| 695. | Prattsville (AR), City of, Arkansas | 748. | Star City (AR), City of, Arkansas |
| 696. | Prescott (AR), City of, Arkansas | 749. | Stephens (AR), City of, Arkansas |
| 697. | Pulaski (AR), County of, Arkansas | 750. | Stone (AR), County of, Arkansas |
| 698. | Pyatt (AR), City of, Arkansas | 751. | Strawberry (AR), City of, Arkansas |
| 699. | Quitman (AR), City of, Arkansas | 752. | Strong (AR), City of, Arkansas |
| 700. | Randolph (AR), County of, Arkansas | 753. | Stuttgart (AR), City of, Arkansas |
| 701. | Ratcliff (AR), City of, Arkansas | 754. | Subiaco (AR), City of, Arkansas |
| 702. | Ravenden (AR), City of, Arkansas | 755. | Success (AR), City of, Arkansas |
| 703. | Ravenden Springs (AR), City of, Arkansas | 756. | Sulphur Rock (AR), City of, Arkansas |
| 704. | Rector (AR), City of, Arkansas | 757. | Sulphur Springs (AR), City of, Arkansas |
| 705. | Redfield (AR), City of, Arkansas | 758. | Summit (AR), City of, Arkansas |
| 706. | Reed (AR), City of, Arkansas | 759. | Sunset (AR), City of, Arkansas |
| 707. | Reyno (AR), City of, Arkansas | 760. | Swifton (AR), City of, Arkansas |
| 708. | Rison (AR), City of, Arkansas | 761. | Taylor (AR), City of, Arkansas |
| 709. | Rockport (AR), City of, Arkansas | 762. | Texarkana (AR), City of, Arkansas |
| 710. | Roe (AR), City of, Arkansas | 763. | Thornton (AR), City of, Arkansas |
| 711. | Rogers (AR), City of, Arkansas | 764. | Tillar (AR), City of, Arkansas |
| 712. | Rondo (AR), City of, Arkansas | 765. | Tinsman (AR), City of, Arkansas |
| 713. | Rose Bud (AR), City of, Arkansas | 766. | Tollette (AR), City of, Arkansas |
| 714. | Rosston (AR), City of, Arkansas | 767. | Tontitown (AR), City of, Arkansas |
| 715. | Rudy (AR), City of, Arkansas | 768. | Traskwood (AR), City of, Arkansas |
| 716. | Russell (AR), City of, Arkansas | 769. | Trumann (AR), City of, Arkansas |
| 717. | Russellville (AR), City of, Arkansas | 770. | Tuckerman (AR), City of, Arkansas |
| 718. | Salem (AR), City of, Arkansas | 771. | Tull (AR), City of, Arkansas |
| 719. | Salesville (AR), City of, Arkansas | 772. | Tupelo (AR), City of, Arkansas |
| 720. | Saline (AR), County of, Arkansas | 773. | Turrell (AR), City of, Arkansas |
| 721. | Scott (AR), County of, Arkansas | 774. | Twin Groves (AR), City of, Arkansas |
| 722. | Scranton (AR), City of, Arkansas | 775. | Tyronza (AR), City of, Arkansas |
| 723. | Searcy (AR), City of, Arkansas | 776. | Ulm (AR), City of, Arkansas |
| 724. | Searcy (AR), County of, Arkansas | 777. | Union (AR), County of, Arkansas |
| 725. | Sebastian (AR), County of, Arkansas | 778. | Valley Springs (AR), City of, Arkansas |
| 726. | Sedgwick (AR), City of, Arkansas | 779. | Van Buren (AR), City of, Arkansas |
| 727. | Sevier (AR), County of, Arkansas | 780. | Van Buren (AR), County of, Arkansas |
| 728. | Shannon Hills (AR), City of, Arkansas | 781. | Vandervoort (AR), City of, Arkansas |
| 729. | Sharp (AR), County of, Arkansas | 782. | Victoria (AR), City of, Arkansas |
| 730. | Sheridan (AR), City of, Arkansas | 783. | Vilonia (AR), City of, Arkansas |
| 731. | Sherrill (AR), City of, Arkansas | 784. | Viola (AR), City of, Arkansas |

785. Wabbaseka (AR), City of, Arkansas
786. Waldenburg (AR), City of, Arkansas
787. Waldo (AR), City of, Arkansas
788. Waldron (AR), City of, Arkansas
789. Walnut Ridge (AR), City of, Arkansas
790. Ward (AR), City of, Arkansas
791. Warren (AR), City of, Arkansas
792. Washington (AR), City of, Arkansas
793. Washington (AR), County of, Arkansas
794. Watson (AR), City of, Arkansas
795. Weiner (AR), City of, Arkansas
796. Weldon (AR), City of, Arkansas
797. West Fork (AR), City of, Arkansas
798. West Memphis (AR), City of, Arkansas
799. West Point (AR), City of, Arkansas
800. Western Grove (AR), City of, Arkansas
801. Wheatley (AR), City of, Arkansas
802. Whelen Springs (AR), City of, Arkansas
803. White (AR), County of, Arkansas
804. White Hall (AR), City of, Arkansas
805. Wickes (AR), City of, Arkansas
806. Widener (AR), City of, Arkansas
807. Wiederkehr Village (AR), City of, Arkansas
808. Williford (AR), City of, Arkansas
809. Willisville (AR), City of, Arkansas
810. Wilmar (AR), City of, Arkansas
811. Wilmot (AR), City of, Arkansas
812. Wilson (AR), City of, Arkansas
813. Wilton (AR), City of, Arkansas
814. Winchester (AR), City of, Arkansas
815. Winslow (AR), City of, Arkansas
816. Winthrop (AR), City of, Arkansas
817. Woodruff (AR), County of, Arkansas
818. Wooster (AR), City of, Arkansas
819. Wrightsville (AR), City of, Arkansas
820. Wynne (AR), City of, Arkansas
821. Yell (AR), County of, Arkansas
822. Yellville (AR), City of, Arkansas
823. Zinc (AR), City of, Arkansas
824. Alameda (CA), County of, California
825. Amador (CA), County of, California
826. Anaheim (CA), City of, California
827. Butte (CA), County of, California
828. Calaveras (CA), County of, California
829. Chico (CA), City of, California
830. Chula Vista (CA), City of, California
831. Clearlake (CA), City of, California
832. Contra Costa (CA), County of, California
833. Costa Mesa (CA), City of, California
834. Del Norte (CA), County of, California
835. Downey Unified School District (CA), California
836. Dublin (CA), City of, California
837. El Dorado (CA), County of, California
838. El Monte (CA), City of, California
839. Elk Grove Unified School District (CA), California
840. Encinitas (CA), City of, California
841. Eureka (CA), City of, California
842. Fresno (CA), County of, California
843. Fullerton (CA), City of, California
844. Glenn (CA), County of, California
845. Health Plan of San Joaquin (CA), California
846. Humboldt (CA), County of, California
847. Huntington Beach (CA), City of, California
848. Imperial (CA), County of, California
849. Inland Empire Health Plan (CA), California
850. Inyo (CA), County of, California
851. Irvine (CA), City of, California
852. Kern (CA), County of, California
853. Kern High School District (CA), California
854. La Habra (CA), City of, California
855. La Mesa (CA), City of, California
856. Laguna Beach (CA), City of, California
857. Lakeport (CA), City of, California
858. Lassen (CA), County of, California
859. Los Angeles (CA), City of, California
860. Los Angeles County o/a L.A. Care Health Plan (CA), Local Initiative Health Authority
861. Madera (CA), County of, California
862. Marin (CA), County of, California
863. Mariposa (CA), County of, California
864. Mendocino (CA), County of, California
865. Merced (CA), County of, California
866. Modoc (CA), County of, California
867. Mono (CA), County of, California
868. Monterey (CA), County of, California
869. Montezuma (CA), Fire Protection District, California
870. Murrieta (CA), City of, California
871. Napa (CA), County of, California
872. Nevada (CA), County of, California
873. Oxnard (CA), City of, California
874. Placentia (CA), City of, California
875. Placer (CA), County of, California
876. Plumas (CA), County of, California
877. Riverside (CA), County of, California
878. Sacramento (CA), City of, California
879. Sacramento (CA), County of, California
880. San Benito (CA), County of, California
881. San Bernardino (CA), County of, California
882. San Clemente (CA), City of, California

883. San Diego (CA), City of, California
884. San Diego (CA), County of, California
885. San Francisco (CA), City of, California
886. San Joaquin (CA), County of, California
887. San Jose (CA), City of, California
888. San Luis Obispo (CA), County of, California
889. San Mateo (CA), County of, California
890. Santa Ana (CA), City of, California
891. Santa Barbara (CA), County of, California
892. Santa Barbara San Luis Obispo Regional Heath Authority, d/b/a Central Hospital (CA), California
893. Santa Cruz (CA), County of, California
894. Shasta (CA), County of, California
895. Siskiyou (CA), County of, California
896. Sonoma (CA), County of, California
897. Stockton (CA), City of, California
898. Sutter (CA), County of, California
899. Tehama (CA), County of, California
900. Trinity (CA), County of, California
901. Tulare (CA), County of, California
902. Tuolumne (CA), County of, California
903. Ventura (CA), County of, California
904. Ventura County Medi-Cal Managed Care Commission d/b/a Gold Coast Health Plan (CA), California
905. Westminster (CA), City of, California
906. Yolo (CA), County of, California
907. Yuba (CA), County of, California
908. Adams (CO), County of (Board of Commissioners), Colorado
909. Alamosa (CO), City of, Colorado
910. Alamosa (CO), County of, Colorado
911. Arapahoe (CO), County of (Board of Commissioners), Colorado
912. Aurora (CO), City of, Colorado
913. Black Hawk (CO), City of, Colorado
914. Boulder (CO), County of (Board of Commissioners), Colorado
915. Brighton (CO), City of, Colorado
916. Broomfield (CO), City of, Colorado
917. Chaffee (CO), County of, Colorado
918. Commerce City (CO), City of, Colorado
919. Conejos (CO), County of, Colorado
920. Crowley (CO), County of, Colorado
921. Denver (CO), City of, Colorado
922. Federal Heights (CO), City of, Colorado
923. Fremont (CO), County of (Board of Commissioners), Colorado
924. Greeley (CO), City of, Colorado
925. Hudson (CO), City of, Colorado
926. Huerfano (CO), County of, Colorado
927. Jefferson (CO), County of (Board of Commissioners), Colorado
928. Lakewood (CO), City of, Colorado
929. Larimer (CO), County of (Board of Commissioners), Colorado
930. Las Animas (CO), County of, Colorado
931. Mesa (CO), County of (Board of Commissioners), Colorado
932. Mesa County Valley School District 51 (CO), Colorado
933. Northglenn (CO), City of, Colorado
934. Otero (CO), County of, Colorado
935. Pueblo (CO), County of, Colorado
936. Sheridan (CO), City of, Colorado
937. Teller (CO), County of (Board of Commissioners), Colorado
938. Thornton (CO), City of, Colorado
939. Tri-County Health Department (CO), Colorado
940. Westminster (CO), City of, Colorado
941. Wheat Ridge (CO), City of, Colorado
942. Ansonia (CT), City of, Connecticut
943. Beacon Falls (CT), Town of, Connecticut
944. Berlin (CT), Town of, Connecticut
945. Bethlehem (CT), Town of, Connecticut
946. Bridgeport (CT), City of, Connecticut
947. Bristol (CT), City of, Connecticut
948. Coventry (CT), Town of, Connecticut
949. Danbury (CT), City of, Connecticut
950. Derby (CT), City of, Connecticut
951. East Hartford (CT), Town of, Connecticut
952. Enfield (CT), Town of, Connecticut
953. Fairfield (CT), Town of, Connecticut
954. Middlebury (CT), Town of, Connecticut
955. Middletown (CT), City of, Connecticut
956. Milford (CT), City of, Connecticut
957. Monroe (CT), Town of, Connecticut
958. Naugatuck (CT), Borough of, Connecticut
959. New London (CT), City of, Connecticut
960. New Milford (CT), Town of, Connecticut
961. Newtown (CT), Town of, Connecticut
962. North Haven (CT), Town of, Connecticut
963. Norwalk (CT), City of, Connecticut
964. Norwich (CT), City of, Connecticut
965. Oxford (CT), Town of, Connecticut
966. Prospect (CT), Town of, Connecticut
967. Roxbury (CT), Town of, Connecticut
968. Seymour (CT), Town of, Connecticut
969. Shelton (CT), City of, Connecticut
970. Southbury (CT), Town of, Connecticut
971. Southington (CT), Town of, Connecticut
972. Stratford (CT), Town of, Connecticut
973. Thomaston (CT), Town of, Connecticut

974. Tolland (CT), Town of, Connecticut
975. Torrington (CT), City of, Connecticut
976. Wallingford (CT), Town of, Connecticut
977. Waterbury (CT), City of, Connecticut
978. West Haven (CT), City of, Connecticut
979. Wethersfield (CT), Town of, Connecticut
980. Windham (CT), Town of, Connecticut
981. Wolcott (CT), Town of, Connecticut
982. Woodbury (CT), Town of, Connecticut
983. Dover (DE), City of, Delaware
984. Kent (DE), County of, Delaware
985. Seaford (DE), City of, Delaware
986. Sussex (DE), County of, Delaware
987. Alachua (FL), County of, Florida
988. Apopka (FL), City of, Florida
989. Bay (FL), County of, Florida
990. Bradenton (FL), City of, Florida
991. Bradford (FL), County of, Florida
992. Brevard (FL), County of, Florida
993. Broward (FL), County of, Florida
994. Calhoun (FL), County of, Florida
995. Clay (FL), County of, Florida
996. Clearwater (FL), City of, Florida
997. Coconut Creek (FL), City of, Florida
998. Coral Gables (FL), City of, Florida
999. Coral Springs (FL), City of, Florida
1000. Daytona Beach (FL), City of, Florida
1001. Daytona Beach Shores (FL), City of, Florida
1002. Deerfield Beach (FL), City of, Florida
1003. Delray Beach (FL), City of, Florida
1004. Deltona (FL), City of, Florida
1005. Dixie (FL), County of, Florida
1006. Eatonville (FL), Town of, Florida
1007. Escambia (FL), County of, Florida
1008. Florida City (FL), City of, Florida
1009. Fort Lauderdale (FL), City of, Florida
1010. Fort Pierce (FL), City of, Florida
1011. Gilchrist (FL), County of, Florida
1012. Gulf (FL), County of, Florida
1013. Halifax Hospital Medical Center (FL), Florida
1014. Hallandale Beach (FL), City of, Florida
1015. Hamilton (FL), County of, Florida
1016. Hernando (FL), County of, Florida
1017. Hillsborough (FL), County of, Florida
1018. Holmes (FL), County of, Florida
1019. Homestead (FL), City of, Florida
1020. Jackson (FL), County of, Florida
1021. Jacksonville (FL), City of, Florida
1022. Lake (FL), County of, Florida
1023. Lauderhill (FL), City of, Florida
1024. Lee (FL), County of, Florida
1025. Lee Memorial Health System, d/b/a Lee Health (FL), Florida
1026. Leon (FL), County of, Florida
1027. Levy (FL), County of, Florida
1028. Lynn Haven (FL), City of, Florida
1029. Manatee (FL), County of, Florida
1030. Marion (FL), County of, Florida
1031. Miami (FL), City of, Florida
1032. Miami Gardens (FL), City of, Florida
1033. Miami-Dade (FL), County of, Florida
1034. Miami-Dade (FL), School Board of, Florida
1035. Miramar (FL), City of, Florida
1036. Monroe (FL), County of (County Commission), Florida
1037. New Port Richey (FL), City of, Florida
1038. Niceville, City of (FL), Florida
1039. North Broward Hospital District (FL), Florida
1040. North Miami (FL), City of, Florida
1041. Ocala (FL), City of, Florida
1042. Ocoee (FL), City of, Florida
1043. Okaloosa (FL), County of, Florida
1044. Orange (FL), County of, Florida
1045. Orlando (FL), City of, Florida
1046. Ormond Beach (FL), City of, Florida
1047. Osceola (FL), County of, Florida
1048. Oviedo (FL), City of, Florida
1049. Palatka (FL), City of, Florida
1050. Palm Bay (FL), City of, Florida
1051. Palm Beach (FL), County of, Florida
1052. Palmetto (FL), City of, Florida
1053. Panama City (FL), City of, Florida
1054. Pasco (FL), County of, Florida
1055. Pembroke Pines (FL), City of, Florida
1056. Pensacola (FL), City of, Florida
1057. Pinellas (FL), County of, Florida
1058. Pinellas Park (FL), City of, Florida
1059. Polk (FL), County of, Florida
1060. Pompano Beach (FL), City of, Florida
1061. Port St. Lucie (FL), City of, Florida
1062. Putnam (FL), County of, Florida
1063. Sanford (FL), City of, Florida
1064. Santa Rosa (FL), County of, Florida
1065. Sarasota (FL), City of, Florida
1066. Sarasota (FL), County of, Florida
1067. Sarasota County Public Hospital District d/b/a Memorial Healthcare System, Inc. (FL), Florida
1068. Seminole (FL), County of, Florida
1069. St. Augustine (FL), City of, Florida
1070. St. Johns (FL), County of, Florida
1071. St. Lucie (FL), County of, Florida

1072. St. Petersburg (FL), City of, Florida
1073. Stuart (FL), City of, Florida
1074. Suwannee (FL), County of, Florida
1075. Sweetwater (FL), City of, Florida
1076. Tallahassee (FL), City of, Florida
1077. Tampa (FL), City of, Florida
1078. Taylor (FL), County of, Florida
1079. Union (FL), County of, Florida
1080. Volusia (FL), County of, Florida
1081. Walton (FL), County of, Florida
1082. Washington (FL), County of, Florida
1083. West Volusia Hospital Authority (FL), Florida
1084. Adel (GA), City of, Georgia
1085. Advantage Behavioral Health Systems (GA), Georgia
1086. Albany (GA), City of, Georgia
1087. Albany Area Community Service Board d/b/a Aspire Behavioral Health & Developmental Disability Services (GA), Georgia
1088. Alma (GA), City of, Georgia
1089. Appling (GA), County of, Georgia
1090. Appling (GA), County of (County Sheriff Mark Melton), Georgia
1091. Arlington (GA), City of, Georgia
1092. Athens-Clarke County (GA), The Unified Government of, Georgia
1093. Atkinson (GA), County of, Georgia
1094. Atlanta (GA), City of, Georgia
1095. Augusta (GA), City of; Augusta (GA), County of, Georgia
1096. Bacon (GA), County of, Georgia
1097. Bainbridge (GA), City of, Georgia
1098. Baldwin (GA), County of (Sheriff William C. Massee, Jr.), Georgia
1099. Banks (GA), County of, Georgia
1100. Bartow (GA), County of, Georgia
1101. Ben Hill (GA), County of, Georgia
1102. Berrien (GA), County of, Georgia
1103. Bibb (GA), County of (Sheriff David J. Davis), Georgia
1104. Bibb County School District (GA), Georgia
1105. Blackshear (GA), City of, Georgia
1106. Blakely (GA), City of, Georgia
1107. Brantley (GA), County of, Georgia
1108. Brooks (GA), County of, Georgia
1109. Brunswick (GA), City of, Georgia
1110. Bulloch (GA), County of, Georgia
1111. Burke (GA), County of, Georgia
1112. Butts (GA), County of, Georgia
1113. Camden (GA), County of, Georgia
1114. Candler (GA), County of, Georgia
1115. Candler County (GA), Hospital Authority, Georgia
1116. Carroll (GA), County of, Georgia
1117. Cartersville (GA), City of, Georgia
1118. Catoosa (GA), County of, Georgia
1119. Charlton (GA), County of, Georgia
1120. Chatham (GA), County of, Georgia
1121. Chatham County Hospital Authority (GA), Georgia
1122. Chattooga (GA), County of, Georgia
1123. Cherokee (GA), County of, Georgia
1124. Clay (GA), County of, Georgia
1125. Clayton (GA), County of, Georgia
1126. Clayton Community MH/SA/DS Service Board (GA), Georgia
1127. Clinch (GA), County of, Georgia
1128. Clinch County (GA) Hospital Authority, Georgia
1129. Cobb (GA) County of, Georgia
1130. Cobb County Community Service Board (GA), Georgia
1131. Coffee (GA), County of (Sheriff Doyle T. Wooten), Georgia
1132. Columbia (GA), County of, Georgia
1133. Columbus (GA), City of, Georgia
1134. Community Mental Health Center of East Central Georgia d/b/a Serenity Behavioral Health Systems (GA), Georgia
1135. Community Service Board of Middle Georgia (GA), Georgia
1136. Cook (GA), County of, Georgia
1137. Crawford (GA), County of (Sheriff Lewis S. Walker), Georgia
1138. Crisp (GA), County of, Georgia
1139. Crisp (GA), County of (Sheriff H.W. Hancock), Georgia
1140. Dade (GA), County of, Georgia
1141. Damascus (GA), City of, Georgia
1142. Dawson (GA), City of, Georgia
1143. Dawson (GA), County of, Georgia
1144. Decatur (GA), County of, Georgia
1145. DeKalb (GA) County of, Georgia
1146. Demorest (GA), City of, Georgia
1147. Dodge County Hospital Authority d/b/a Dodge County Hospital (GA), Georgia
1148. Dooly (GA), County of, Georgia
1149. Doraville (GA), City of, Georgia
1150. Dougherty (GA), County of, Georgia
1151. Douglas (GA), County of, Georgia
1152. Dunwoody (GA), City of, Georgia
1153. Early (GA), County of, Georgia
1154. Echols (GA), County of, Georgia
1155. Effingham (GA), County of, Georgia

1156. Elbert (GA), County of, Georgia
1157. Emanuel (GA), County of, Georgia
1158. Evans (GA), County of, Georgia
1159. Evans Memorial Hospital, Inc. (GA), Georgia
1160. Fannin (GA), County of, Georgia
1161. Fayette (GA), County of, Georgia
1162. Fitzgerald (GA), City of, Georgia
1163. Floyd (GA), County of, Georgia
1164. Forsyth (GA), County of, Georgia
1165. Fulton (GA), County of, Georgia
1166. Gainesville (GA), City of, Georgia
1167. Gateway Community Service Board (GA), Georgia
1168. Georgia Mountains Community Services d/b/a Avita Community Partners (GA), Georgia
1169. Georgia Pines Community Service Board (GA), Georgia
1170. Glascock (GA), County of, Georgia
1171. Glynn (GA), County of, Georgia
1172. Glynn (GA), County of (Sheriff E. Neal Jump), Georgia
1173. Grady (GA), County of, Georgia
1174. Greene (GA), County of, Georgia
1175. Gwinnett (GA), County of, Georgia
1176. Habersham (GA), County of, Georgia
1177. Habersham County Medical Center (GA), Georgia
1178. Hall (GA), County of, Georgia
1179. Hancock (GA), County of, Georgia
1180. Harris (GA), County of (Sheriff Mike Jolley), Georgia
1181. Heard (GA), County of, Georgia
1182. Henry (GA), County of, Georgia
1183. Highland Rivers Community Service Board d/b/a Highland Rivers Health (GA), Georgia
1184. Hospital Authority of Bainbridge and Decatur County (GA), Georgia
1185. Hospital Authority of Baxley and Appling County (GA), Georgia
1186. Hospital Authority of Bleckley County (GA) d/b/a Bleckley Memorial Hospital, Georgia
1187. Houston (GA), County of, Georgia
1188. Houston (GA), County of (Sheriff Cullen Talton), Georgia
1189. Irwin (GA), County of, Georgia
1190. Jackson (GA), County of, Georgia
1191. Jasper (GA), County of, Georgia
1192. Jeff Davis (GA), County of, Georgia
1193. Jeff Davis (GA), County of (Sheriff Preston Bohannon), Georgia
1194. Jefferson (GA), County of, Georgia
1195. Johnson (GA), County of, Georgia
1196. Jones (GA), County of, Georgia
1197. Jones (GA), County of (Sheriff R.N. Butch Reece), Georgia
1198. Lakeland (GA), City of, Georgia
1199. Lanier (GA), County of, Georgia
1200. Laurens (GA), County of, Georgia
1201. Laurens (GA), County of (Sheriff Larry H. Dean), Georgia
1202. Lee (GA), County of, Georgia
1203. Liberty (GA), County of, Georgia
1204. Lincoln (GA), County of, Georgia
1205. Long (GA), County of, Georgia
1206. Lookout Mountain Community Service Board (GA), Georgia
1207. Lowndes (GA), County of, Georgia
1208. Lumpkin (GA), County of, Georgia
1209. Macon (GA), County of, Georgia
1210. Macon-Bibb County (GA), Unified Government of, Georgia
1211. Madison (GA), County of, Georgia
1212. McDuffie (GA), County of, Georgia
1213. McIntosh (GA), County of, Georgia
1214. Meriwether (GA), County of, Georgia
1215. Meriwether (GA), County of (Sheriff Chuck Smith), Georgia
1216. Middle Flint Area Community Service Board d/b/a Middle Flint Behavioral Healthcare (GA), Georgia
1217. Milledgeville (GA), City of, Georgia
1218. Monroe (GA), County of, Georgia
1219. Montgomery (GA), County of, Georgia
1220. Murray (GA), County of (Sheriff Gary Langford), Georgia
1221. Nashville (GA), City of, Georgia
1222. New Horizons Community Service Board (GA), Georgia
1223. Newton (GA), County of, Georgia
1224. Oconee (GA), County of, Georgia
1225. Oconee (GA), County of (Sheriff Scott R. Berry), Georgia
1226. Oglethorpe (GA), County of, Georgia
1227. Peach (GA), County of, Georgia
1228. Peach (GA), County of (Sheriff Terry Deese), Georgia
1229. Pierce (GA), County of, Georgia
1230. Pierce (GA), County of (Sheriff Ramsey Bennett), Georgia
1231. Pike (GA), County of, Georgia

1232. Pineland Behavioral Health and Developmental Disabilities CSB (GA), Georgia
1233. Polk (GA), County of, Georgia
1234. Pooler (GA), City of, Georgia
1235. Pulaski (GA), County of, Georgia
1236. Rabun (GA), County of, Georgia
1237. Randolph (GA), County of, Georgia
1238. Richmond Hill (GA), City of, Georgia
1239. River Edge Behavioral Health (GA), Georgia
1240. Rockdale (GA), County of, Georgia
1241. Rome (GA), City of, Georgia
1242. Sandy Springs (GA), City of, Georgia
1243. Satilla Community Services d/b/a Unison Behavioral Health (GA), Georgia
1244. Savannah (GA), City of, Georgia
1245. Schley (GA), County of, Georgia
1246. Screven (GA), County of, Georgia
1247. Screven (GA), County of (Sheriff Mike Kile), Georgia
1248. Seminole (GA), County of, Georgia
1249. Spalding (GA), County of, Georgia
1250. Springfield (GA), City of, Georgia
1251. Stephens (GA), County of, Georgia
1252. Sumter (GA), County of, Georgia
1253. Taliaferro (GA), County of, Georgia
1254. Tattnall (GA), County of, Georgia
1255. Telfair (GA), County of (Sheriff Chris Steverson), Georgia
1256. Tift (GA), County of (Sheriff Gene Scarbrough), Georgia
1257. Tifton (GA), City of, Georgia
1258. Toombs (GA), County of, Georgia
1259. Towns (GA), County of, Georgia
1260. Troup (GA), County of, Georgia
1261. Twiggs (GA), County of, Georgia
1262. Union (GA), County of, Georgia
1263. Valdosta and Lowndes County (GA), Hospital Authority of d/b/a South Georgia Medical Center, Georgia
1264. Walton (GA), County of, Georgia
1265. Ware (GA), County of (Sheriff Randy F. Royal), Georgia
1266. Warren (GA), County of, Georgia
1267. Warwick (GA), City of, Georgia
1268. Washington (GA), County of, Georgia
1269. Wayne (GA), County of, Georgia
1270. Wayne (GA), County of (Sheriff John G. Carter), Georgia
1271. Wayne County (GA), Hospital Authority, Georgia
1272. Whitfield (GA), County of, Georgia
1273. Wilcox (GA), County of, Georgia
1274. Wilkes (GA), County of, Georgia
1275. Wilkinson (GA), County of, Georgia
1276. Woodbury (GA), City of, Georgia
1277. Worth (GA), County of, Georgia
1278. Kaua'i (HI), County of, Hawaii
1279. Ada (ID), County of, Idaho
1280. Adams (ID), County of, Idaho
1281. Bannock (ID), County of, Idaho
1282. Bingham (ID), County of, Idaho
1283. Blaine (ID), County of, Idaho
1284. Boise (ID), City of, Idaho
1285. Boise (ID), County of, Idaho
1286. Bonneville (ID), County of, Idaho
1287. Camas (ID), County of, Idaho
1288. Canyon (ID), County of, Idaho
1289. Caribou (ID), County of, Idaho
1290. Cassia (ID), County of, Idaho
1291. Chubbuck (ID), City of, Idaho
1292. Elmore (ID), County of, Idaho
1293. Gooding (ID), County of, Idaho
1294. Latah (ID), County of, Idaho
1295. Minidoka (ID), County of, Idaho
1296. Owyhee (ID), County of, Idaho
1297. Payette (ID), County of, Idaho
1298. Pocatello (ID), City of, Idaho
1299. Preston (ID), City of, Idaho
1300. Twin Falls (ID), City of, Idaho
1301. Twin Falls (ID), County of, Idaho
1302. Addison (IL), Village of, Illinois
1303. Alexander (IL), County of, Illinois
1304. Anna (IL), City of, Illinois
1305. Anna Hospital Corporation d/b/a Union County Hospital (IL), Illinois
1306. Bedford Park (IL), Village of, Illinois
1307. Bellwood (IL), Village of, Illinois
1308. Bensenville (IL), Village of, Illinois
1309. Benton (IL), City of, Illinois
1310. Berkeley (IL), Village of, Illinois
1311. Berwyn (IL), City of, Illinois
1312. Board of Education of East Aurora, School District 131 (IL), Illinois
1313. Board of Education of Joliet Township High School, District 204 (IL), Illinois
1314. Board of Education of Thornton Fractional Township High Schools, District 215 (IL), Illinois
1315. Board of Education of Thornton Township High Schools, District 205 (IL), Illinois
1316. Bolingbrook (IL), Village of, Illinois
1317. Bond (IL), County of, Illinois
1318. Bridgeview (IL), Village of, Illinois
1319. Broadview (IL), Village of, Illinois

1320. Burbank (IL), City of, Illinois
1321. Bureau (IL), County of, Illinois
1322. Calhoun (IL), County of, Illinois
1323. Carbondale (IL), City of, Illinois
1324. Chicago (IL), Board of Education, School District No. 299, Illinois
1325. Chicago (IL), City of, Illinois
1326. Chicago Heights (IL), City of, Illinois
1327. Chicago Ridge (IL), Village of, Illinois
1328. Christian (IL), County of, Illinois
1329. Coles (IL), County of, Illinois
1330. Cook (IL), County of, Illinois
1331. Countryside (IL), City of, Illinois
1332. Dekalb (IL), County of, Illinois
1333. Dolton (IL), Village of, Illinois
1334. DuPage (IL), County of, Illinois
1335. Edwards (IL), County of, Illinois
1336. Effingham (IL), County of, Illinois
1337. Evergreen Park (IL), Village of, Illinois
1338. Forest Park (IL), Village of, Illinois
1339. Franklin (IL), County of, Illinois
1340. Franklin Park (IL), Village of, Illinois
1341. Gallatin (IL), County of, Illinois
1342. Granite City (IL), City of, Illinois
1343. Hamilton (IL), County of, Illinois
1344. Hardin (IL) County of, Illinois
1345. Harrisburg (IL), City of, Illinois
1346. Harvey (IL), City of, Illinois
1347. Harwood Heights (IL), Village of, Illinois
1348. Henry (IL), County of, Illinois
1349. Herrin (IL), City of, Illinois
1350. Hillside (IL), Village of, Illinois
1351. Hodgkins (IL), Village of, Illinois
1352. Hoffman Estates (IL), Village of, Illinois
1353. Jasper (IL), County of, Illinois
1354. Jefferson (IL), County of, Illinois
1355. Jersey (IL), County of, Illinois
1356. Johnson (IL), County of, Illinois
1357. Kane (IL), County of, Illinois
1358. Kankakee (IL), City of, Illinois
1359. Kendall (IL), County of, Illinois
1360. La Grange Park (IL), Village of, Illinois
1361. Lake (IL), County of, Illinois
1362. LaSalle (IL), County of, Illinois
1363. Lawrence (IL), County of, Illinois
1364. Lee (IL), County of, Illinois
1365. Livingston (IL), County of, Illinois
1366. Lyons (IL), Township of, Illinois
1367. Lyons (IL), Village of, Illinois
1368. Macoupin (IL), County of, Illinois
1369. Marion (IL), City of, Illinois
1370. Marion (IL), County of, Illinois
1371. Massac (IL), County of, Illinois
1372. Massac Memorial, LLC d/b/a Massac Memorial Hospital (IL), Illinois
1373. Maywood (IL), Village of, Illinois
1374. McCook (IL), Village of, Illinois
1375. McHenry (IL), County of, Illinois
1376. McLean (IL), County of, Illinois
1377. Melrose Park (IL), Village of, Illinois
1378. Merriquette Park (IL), Village of, Illinois
1379. Metropolis (IL), City of, Illinois
1380. North Riverside (IL), Village of, Illinois
1381. Northlake (IL), City of, Illinois
1382. Oak Lawn (IL), Village of, Illinois
1383. Oak Park (IL), Village of, Illinois
1384. Orland Fire Protection District (IL), Illinois
1385. Orland Park (IL), Village of, Illinois
1386. Palos Heights (IL), City of, Illinois
1387. Palos Hills (IL), City of, Illinois
1388. Pekin (IL), City of, Illinois
1389. Peoria (IL), City of, Illinois
1390. Piatt (IL), County of, Illinois
1391. Posen (IL), Village of, Illinois
1392. Princeton (IL), City of, Illinois
1393. Pulaski (IL), County of, Illinois
1394. River Forest (IL), Village of, Illinois
1395. River Grove (IL), Village of, Illinois
1396. Riverside (IL), Village of, Illinois
1397. Rockford (IL), City of, Illinois
1398. Saline (IL), County of, Illinois
1399. Sangamon (IL), County of, Illinois
1400. Schiller Park (IL), Village of, Illinois
1401. Schuyler (IL), County of, Illinois
1402. Sesser (IL), City of, Illinois
1403. Shelby (IL), County of, Illinois
1404. St. Clair (IL), County of, Illinois
1405. Stone Park (IL), Village of, Illinois
1406. Streator (IL), City of, Illinois
1407. Summit (IL), Village of, Illinois
1408. Tinley Park (IL), Village of, Illinois
1409. Union (IL), County of, Illinois
1410. Wabash (IL), County of, Illinois
1411. Washington (IL), County of, Illinois
1412. Waukegan Community Unit School District (IL), Illinois
1413. West Frankfort (IL), City of, Illinois
1414. West Franklin (IL), County of (Central Dispatch), Illinois
1415. White (IL), County of, Illinois
1416. Will (IL), County of, Illinois
1417. Williamson (IL), County of, Illinois
1418. Winnebago (IL), County of, Illinois
1419. Alexandria (IN), City of, Indiana
1420. Allen (IN), County of (Board of Commissioners), Indiana

1421. Atlanta (IN), Town of, Indiana
1422. Austin (IN), City of, Indiana
1423. Beech Grove (IN), City of, Indiana
1424. Benton (IN), County of, Indiana
1425. Blackford (IN), County of, Indiana
1426. Bloomington (IN), City of, Indiana
1427. Brownstown (IN), Town of, Indiana
1428. Chandler (IN), Town of, Indiana
1429. Connersville (IN), City of, Indiana
1430. Danville (IN), Town of, Indiana
1431. Delaware (IN), County of, Indiana
1432. Elwood (IN), City of, Indiana
1433. Evansville (IN), City of, Indiana
1434. Fayette (IN), County of, Indiana
1435. Fishers (IN), City of, Indiana
1436. Fort Wayne (IN), City of, Indiana
1437. Fort Wayne Community Schools (IN), Indiana
1438. Franklin (IN), City of, Indiana
1439. Franklin (IN), County of (Board of Commissioners), Indiana
1440. Gary (IN), City of, Indiana
1441. Greenwood (IN), City of, Indiana
1442. Hammond (IN), City of, Indiana
1443. Harrison (IN), County of, Indiana
1444. Hartford (IN), City of, Indiana
1445. Howard (IN), County of, Indiana
1446. Huntington (IN), City of, Indiana
1447. Indianapolis (IN), City of, Indiana
1448. Jackson (IN), County of, Indiana
1449. Jasper (IN), City of, Indiana
1450. Jay (IN), County of, Indiana
1451. Jeffersonville (IN), City of, Indiana
1452. Jennings (IN), County of, Indiana
1453. Kokomo (IN), City of, Indiana
1454. Lafayette (IN), City of, Indiana
1455. Lake (IN), County of, Indiana
1456. LaPorte (IN), County of, Indiana
1457. Lawrence (IN), City of, Indiana
1458. Lawrence (IN), County of, Indiana
1459. Logansport (IN), City of, Indiana
1460. Madison (IN), City of, Indiana
1461. Madison (IN), County of, Indiana
1462. Marion (IN), County of, Indiana
1463. Marshall (IN), County of, Indiana
1464. Martinsville (IN), City of, Indiana
1465. Mishawaka (IN), City of, Indiana
1466. Monroe (IN), County of, Indiana
1467. Montpelier (IN), City of, Indiana
1468. Mooresville (IN), Town of, Indiana
1469. Morgan (IN), County of, Indiana
1470. Muncie (IN), City of, Indiana
1471. New Albany (IN), City of, Indiana
1472. New Castle (IN), City of, Indiana
1473. Noblesville (IN), City of, Indiana
1474. Orange (IN), County of, Indiana
1475. Pendleton (IN), Town of, Indiana
1476. Penn-Harris-Madison School Corporation (IN), Indiana
1477. Peru (IN), City of, Indiana
1478. Plainfield (IN), Town of, Indiana
1479. Porter (IN), County of, Indiana
1480. Portland (IN), City of, Indiana
1481. Pulaski (IN), County of, Indiana
1482. Richmond (IN), City of, Indiana
1483. Ripley (IN), County of, Indiana
1484. School City of Mishawaka (IN), Indiana
1485. Scott (IN), County of, Indiana
1486. Seymour (IN), City of, Indiana
1487. Shelbyville (IN), City of, Indiana
1488. Sheridan (IN), Town of, Indiana
1489. Smith-Green Community Schools (IN), Indiana
1490. South Bend (IN), City of, Indiana
1491. South Bend Community School Corporation (IN), Indiana
1492. St. Joseph (IN), County of, Indiana
1493. Starke (IN), County of, Indiana
1494. Terre Haute (IN), City of, Indiana
1495. Tippecanoe (IN), County of, Indiana
1496. Upland (IN), Town of, Indiana
1497. Vanderburgh (IN), County of, Indiana
1498. Vigo (IN), County of, Indiana
1499. West Lafayette (IN), City of, Indiana
1500. Westfield (IN) City of, Indiana
1501. Zionsville (IN), Town of, Indiana
1502. Adair (IA), County of, Iowa
1503. Adams (IA), County of, Iowa
1504. Allamakee (IA), County of, Iowa
1505. Appanoose (IA), County of, Iowa
1506. Audubon (IA), County of, Iowa
1507. Benton (IA), County of, Iowa
1508. Black Hawk (IA), County of, Iowa
1509. Bremer (IA), County of, Iowa
1510. Buchanan (IA), County of, Iowa
1511. Buena Vista (IA), County of, Iowa
1512. Calhoun (IA), County of, Iowa
1513. Carroll (IA), County of, Iowa
1514. Cedar (IA), County of, Iowa
1515. Cerro Gordo (IA), County of, Iowa
1516. Cherokee (IA), County of, Iowa
1517. Chickasaw (IA), County of, Iowa
1518. Clay (IA), County of, Iowa
1519. Clayton (IA), County of, Iowa
1520. Clinton (IA), County of, Iowa
1521. Dallas (IA), County of, Iowa

1522. Delaware (IA), County of, Iowa
1523. Des Moines (IA), County of, Iowa
1524. Emmet (IA), County of, Iowa
1525. Fayette (IA), County of, Iowa
1526. Fremont (IA), County of, Iowa
1527. Hamilton (IA), County of, Iowa
1528. Hancock (IA), County of, Iowa
1529. Hardin (IA), County of, Iowa
1530. Harrison (IA), County of, Iowa
1531. Henry (IA), County of, Iowa
1532. Howard (IA), County of, Iowa
1533. Humboldt (IA), County of, Iowa
1534. Ida (IA), County of, Iowa
1535. Jasper (IA), County of, Iowa
1536. Johnson (IA), County of, Iowa
1537. Jones (IA), County of, Iowa
1538. Keokuk (IA), County of, Iowa
1539. Lee (IA), County of, Iowa
1540. Lyon (IA), County of, Iowa
1541. Madison (IA), County of, Iowa
1542. Mahaska (IA), County of, Iowa
1543. Marion (IA), County of, Iowa
1544. Mills (IA), County of, Iowa
1545. Mitchell (IA), County of, Iowa
1546. Monroe (IA), County of, Iowa
1547. Montgomery (IA), County of, Iowa
1548. Muscatine (IA), County of, Iowa
1549. O'Brien (IA), County of, Iowa
1550. Osceola (IA), County of, Iowa
1551. Plymouth (IA), County of, Iowa
1552. Pocahontas (IA), County of, Iowa
1553. Polk (IA), County of, Iowa
1554. Pottawattamie (IA), County of, Iowa
1555. Poweshiek (IA), County of, Iowa
1556. Sac (IA), County of, Iowa
1557. Scott (IA), County of, Iowa
1558. Shelby (IA), County of, Iowa
1559. Sioux (IA), County of, Iowa
1560. Tama (IA), County of, Iowa
1561. Taylor (IA), County of, Iowa
1562. Union (IA), County of, Iowa
1563. Webster (IA), County of, Iowa
1564. Winnebago (IA), County of, Iowa
1565. Winneshiek (IA), County of, Iowa
1566. Worth (IA), County of, Iowa
1567. Wright (IA), County of, Iowa
1568. Allen (KS), County of (Board of Commissioners), Kansas
1569. Barber (KS), County of (Board of Commissioners), Kansas
1570. Bourbon (KS), County of, Kansas
1571. Cherokee (KS), County of (Board of Commissioners), Kansas
1572. Cowley (KS), County of (Board of Commissioners), Kansas
1573. Crawford (KS), County of (Board of Commissioners), Kansas
1574. Dickinson (KS), County of (Board of County Counselors), Kansas
1575. Elk (KS), County of (Board of Commissioners), Kansas
1576. Elkhart (KS), City of, Kansas
1577. Finney (KS), County of (Board of Commissioners), Kansas
1578. Ford (KS), County of (Board of Commissioners), Kansas
1579. Grant (KS), County of (Board of Commissioners), Kansas
1580. Greenwood (KS), County of (Board of Commissioners), Kansas
1581. Harvey (KS) County of, Kansas
1582. Johnson (KS), County of, Kansas
1583. Leavenworth (KS), County of (Board of Commissioners), Kansas
1584. Manter (KS), City of, Kansas
1585. Meade (KS), County of (Board of Commissioners), Kansas
1586. Montgomery (KS), County of, Kansas
1587. Morton (KS), County of (Board of Commissioners), Kansas
1588. Neosho (KS), County of (Board of Commissioners), Kansas
1589. Overland Park (KS), City of, Kansas
1590. Pratt (KS), County of (Board of Commissioners), Kansas
1591. Reno (KS), County of, Kansas
1592. Sedgwick (KS), County of (Board of Commissioners), Kansas
1593. Seward (KS), County of (Board of Commissioners), Kansas
1594. Shawnee (KS), County of (Board of Commissioners), Kansas
1595. Stanton (KS), County of (Board of Commissioners), Kansas
1596. Ulysses (KS), City of, Kansas
1597. Wabaunsee (KS), County of (Board of Counsellors), Kansas
1598. Wichita (KS), City of, Kansas
1599. Wyandotte County - Kansas City (KS), Unified Government of, Kansas
1600. Adair (KY), County (Fiscal Court), Kentucky
1601. Allen (KY), County of (Fiscal Court), Kentucky
1602. Anderson (KY), County of (Fiscal Court), Kentucky

1603. Ballard (KY), County of (Fiscal Court), Kentucky
1604. Bath (KY), County of (Fiscal Court), Kentucky
1605. Bell (KY), County of (Fiscal Court), Kentucky
1606. Bellefonte (KY), City of, Kentucky
1607. Benham (KY), City of, Kentucky
1608. Board of Education of Breathitt County Public Schools (KY), Kentucky
1609. Board of Education of Bullitt County Public Schools (KY), Kentucky
1610. Board of Education of Estill County Public Schools (KY), Kentucky
1611. Board of Education of Fayette County Public Schools (KY), Kentucky
1612. Board of Education of Harrison County Public Schools (KY), Kentucky
1613. Board of Education of Hart County Public Schools (KY), Kentucky
1614. Board of Education of Jefferson County Public Schools (KY), Kentucky
1615. Board of Education of Johnson County Public School District (KY), Kentucky
1616. Board of Education of LaRue County Public Schools (KY), Kentucky
1617. Board of Education of Lawrence County Public Schools (KY), Kentucky
1618. Board of Education of Martin County Public Schools (KY), Kentucky
1619. Board of Education of Menifee County Public Schools (KY), Kentucky
1620. Board of Education of Owsley County Public Schools (KY), Kentucky
1621. Board of Education of Wolfe County Public Schools (KY), Kentucky
1622. Boone (KY), County of (Fiscal Court), Kentucky
1623. Bourbon (KY), County of (Fiscal Court), Kentucky
1624. Boyd (KY), County of (Fiscal Court), Kentucky
1625. Boyle (KY), County of (Fiscal Court), Kentucky
1626. Bracken (KY), County of (Fiscal Court), Kentucky
1627. Breathitt (KY), County of (Fiscal Court), Kentucky
1628. Breckinridge (KY), County of (Fiscal Court), Kentucky
1629. Buckhorn (KY), City of, Kentucky
1630. Bullitt (KY), County of (Fiscal Court), Kentucky
1631. Caldwell (KY), County of (Fiscal Court), Kentucky
1632. Calloway (KY), County of (Fiscal Court), Kentucky
1633. Campbell (KY), County of (Fiscal Court), Kentucky
1634. Campbellsville (KY), City of, Kentucky
1635. Carlisle (KY), County of (Fiscal Court), Kentucky
1636. Carter (KY), County of (Fiscal Court), Kentucky
1637. Casey (KY), County of (Fiscal Court), Kentucky
1638. Christian (KY), County of (Fiscal Court), Kentucky
1639. Clark (KY), County of (Fiscal Court), Kentucky
1640. Clay (KY), County of (Fiscal Court), Kentucky
1641. Clinton (KY), County of (Fiscal Court), Kentucky
1642. Columbia (KY), City of, Kentucky
1643. Covington (KY), City of, Kentucky
1644. Cumberland (KY), County of (Fiscal Court), Kentucky
1645. Daviess (KY), County of (Fiscal Court), Kentucky
1646. Edmonson (KY), County of (Fiscal Court), Kentucky
1647. Elliott (KY), County of (Fiscal Court), Kentucky
1648. Estill (KY) County Emergency Medical Services, Kentucky
1649. Estill (KY), County of (Fiscal Court), Kentucky
1650. Fleming (KY), County of (Fiscal Court), Kentucky
1651. Florence (KY), City of, Kentucky
1652. Floyd (KY), County of (Fiscal Court), Kentucky
1653. Franklin (KY), County of (Fiscal Court), Kentucky
1654. Fulton (KY), County of (Fiscal Court), Kentucky
1655. Gallatin (KY), County of (Fiscal Court), Kentucky
1656. Garrard (KY), County of (Fiscal Court), Kentucky
1657. Grant (KY), County of (Fiscal Court), Kentucky
1658. Grayson (KY), City of, Kentucky
1659. Green (KY), County of (Fiscal Court), Kentucky

1660. Greenup (KY), City of, Kentucky
1661. Greenup (KY), County of (Fiscal Court), Kentucky
1662. Hancock (KY), County of (Fiscal Court), Kentucky
1663. Hardin (KY), County of (Fiscal Court), Kentucky
1664. Hardin Memorial Hospital (KY), Kentucky
1665. Harlan (KY), City of, Kentucky
1666. Harlan (KY), County of (Fiscal Court), Kentucky
1667. Harrison (KY), County of (Fiscal Court), Kentucky
1668. Hart (KY), County of (Fiscal Court), Kentucky
1669. Henderson (KY), City of, Kentucky
1670. Henderson (KY), County of (Fiscal Court), Kentucky
1671. Henry (KY), County of (Fiscal Court), Kentucky
1672. Hickman (KY), County of (Fiscal Court), Kentucky
1673. Hillview (KY), City of, Kentucky
1674. Hopkins (KY), County of (Fiscal Court), Kentucky
1675. Hyden (KY), City of, Kentucky
1676. Inez (KY), City of, Kentucky
1677. Jamestown (KY), City of, Kentucky
1678. Jenkins (KY), City of, Kentucky
1679. Jessamine (KY), County of (Fiscal Court), Kentucky
1680. Kenton (KY), County of (Fiscal Court), Kentucky
1681. Kentucky River District Health Department (KY), Kentucky
1682. Knott (KY), County of (Fiscal Court), Kentucky
1683. Knox (KY), County of (Fiscal Court), Kentucky
1684. Larue (KY), County of (Fiscal Court), Kentucky
1685. Laurel (KY), County of (Fiscal Court), Kentucky
1686. Lawrence (KY), County of (Fiscal Court), Kentucky
1687. Lee (KY), County of (Fiscal Court), Kentucky
1688. Leslie (KY), County of (Fiscal Court), Kentucky
1689. Letcher (KY), County of (Fiscal Court), Kentucky
1690. Lewis (KY), County of (Fiscal Court), Kentucky
1691. Lexington-Fayette County (KY), Urban Government of, Kentucky
1692. Lincoln (KY), County of (Fiscal Court), Kentucky
1693. Logan (KY), County of (Fiscal Court), Kentucky
1694. London (KY), City of, Kentucky
1695. Louisville/Jefferson County (KY), Metro Government of, Kentucky
1696. Loyall (KY), City of, Kentucky
1697. Lynch (KY), City of, Kentucky
1698. Madison (KY), County (Fiscal Court), Kentucky
1699. Manchester (KY), City of, Kentucky
1700. Marshall (KY), County of (Fiscal Court), Kentucky
1701. Martin (KY), County of (Fiscal Court), Kentucky
1702. Mason (KY), County of (Fiscal Court), Kentucky
1703. McCracken (KY), County of (Fiscal Court), Kentucky
1704. McLean (KY), County of (Fiscal Court), Kentucky
1705. Meade (KY), County of (Fiscal Court), Kentucky
1706. Mercer (KY), County of (Fiscal Court), Kentucky
1707. Monroe (KY), County of (Fiscal Court), Kentucky
1708. Montgomery (KY), County of (Fiscal Court), Kentucky
1709. Morehead (KY), City of, Kentucky
1710. Morgan (KY), County of (Fiscal Court), Kentucky
1711. Morganfield (KY), City of, Kentucky
1712. Mt. Washington (KY), City of, Kentucky
1713. Muhlenberg (KY), County of (Fiscal Court), Kentucky
1714. Murray (KY), City of, Kentucky
1715. Nicholas (KY), Count of (Fiscal Court), Kentucky
1716. Ohio (KY), County of (Fiscal Court), Kentucky
1717. Oldham (KY), County of (Fiscal Court), Kentucky
1718. Owen (KY), County of (Fiscal Court), Kentucky
1719. Owensboro (KY), City of, Kentucky
1720. Owsley (KY), County of (Fiscal Court), Kentucky
1721. Paducah (KY), City of, Kentucky
1722. Paintsville (KY), City of, Kentucky

1723. Pendleton (KY), County (Fiscal Court), Kentucky
1724. Perry (KY), County of (Fiscal Court), Kentucky
1725. Pike (KY), County of, Kentucky
1726. Pineville (KY), City of, Kentucky
1727. Pippa Passes (KY), City of, Kentucky
1728. Powell (KY), County of (Fiscal Court), Kentucky
1729. Prestonsburg (KY), City of, Kentucky
1730. Pulaski (KY), County of (Fiscal Court), Kentucky
1731. Rowan (KY), County of (Fiscal Court), Kentucky
1732. Russell (KY), City of, Kentucky
1733. Russell (KY), County of (Fiscal Court), Kentucky
1734. Russell Springs (KY), City of, Kentucky
1735. Scott (KY), County of (Fiscal Court), Kentucky
1736. Shelby (KY), County of (Fiscal Court), Kentucky
1737. Shepherdsville (KY), City of, Kentucky
1738. South Shore (KY), City of, Kentucky
1739. Spencer (KY), County of (Fiscal Court), Kentucky
1740. Taylor (KY), County of (Fiscal Court), Kentucky
1741. Taylor County Hospital District Health Facilities Corporation (KY), Kentucky
1742. Todd (KY), County of (Fiscal Court), Kentucky
1743. Union (KY), County of (Fiscal Court), Kentucky
1744. Vanceburg (KY), City of, Kentucky
1745. Warfield (KY), City of, Kentucky
1746. Warren (KY), County of, Kentucky
1747. Wayne (KY), County of (Fiscal Court), Kentucky
1748. Webster (KY), County of (Fiscal Court), Kentucky
1749. West Liberty (KY), City of, Kentucky
1750. Whitesburg (KY), City of, Kentucky
1751. Whitley (KY), County of, Kentucky
1752. Winchester (KY), City of, Kentucky
1753. Wolfe (KY), County of (Fiscal Court), Kentucky
1754. Woodford (KY), County of (Fiscal Court), Kentucky
1755. Worthington (KY), City of, Kentucky
1756. Acadia-St. Landry (LA) Hospital Service District d/b/a Acadia-St. Landry Hospital, Louisiana
1757. Alexandria (LA), City of, Louisiana
1758. Allen (LA), Parish of (Sheriff), Louisiana
1759. Ascension (LA), Parish of, Louisiana
1760. Ascension (LA), Parish of (Sheriff), Louisiana
1761. Ascension (LA), Parish School Board, Louisiana
1762. Assumption (LA), Parish of (Police Jury), Louisiana
1763. Assumption (LA), Parish of (Sheriff Leland Falcon), Louisiana
1764. Avoyelles (LA), Parish of (Police Jury), Louisiana
1765. Avoyelles (LA), Parish of (Sheriff), Louisiana
1766. Baldwin (LA), Town of, Louisiana
1767. Bastrop (LA), City of, Louisiana
1768. Baton Rouge (LA), City of, Louisiana
1769. Beauregard (LA), Parish of (Police Jury), Louisiana
1770. Benton (LA) Fire No. 4, Louisiana
1771. Berwick (LA), Town of, Louisiana
1772. Bienville (LA), Parish of, Louisiana
1773. Bogalusa (LA), City of, Louisiana
1774. Bossier (LA) Parish Emergency Medical Services Ambulance District, Louisiana
1775. Bossier (LA), City of, Louisiana
1776. Bossier (LA), Parish of, Louisiana
1777. Caddo (LA) Fire Protection District No. 1, Louisiana
1778. Caddo (LA), Parish of, Louisiana
1779. Calcasieu (LA), Parish of (Police Jury), Louisiana
1780. Calcasieu (LA), Parish of (Sheriff), Louisiana
1781. Caldwell (LA), Parish of, Louisiana
1782. Cameron (LA), Parish of, Louisiana
1783. Catahoula (LA), Parish of (Police Jury), Louisiana
1784. Catahoula (LA), Parish of (Sheriff Toney Edwards), Louisiana
1785. Claiborne (LA), Parish of, Louisiana
1786. Concordia (LA), Parish of, Louisiana
1787. Concordia (LA), Parish of (Sheriff Kenneth Hedrick), Louisiana
1788. Covington (LA), City of, Louisiana
1789. Delhi (LA), Town of, Louisiana
1790. Desoto (LA), Parish of, Louisiana
1791. DeSoto Fire Protection District No. 8 (LA), Louisiana
1792. Donaldsonville (LA), City of, Louisiana
1793. East Baton Rouge (LA), Parish of (Clerk of Court Office), Louisiana

1794. East Baton Rouge (LA), Parish of (Sheriff), Louisiana
1795. East Carroll (LA), Parish of (Police Jury), Louisiana
1796. East Carroll (LA), Parish of (Sheriff), Louisiana
1797. Eunice (LA), City of, Louisiana
1798. Evangeline (LA), Parish of (Police Jury), Louisiana
1799. Evangeline (LA), Parish of (Sheriff), Louisiana
1800. Ferriday (LA), Town of, Louisiana
1801. Franklin (LA), City of, Louisiana
1802. Franklin (LA), Parish of, Louisiana
1803. Gramercy (LA), Town of, Louisiana
1804. Grant (LA), Parish of (Police Jury), Louisiana
1805. Grant (LA), Parish of (Sheriff), Louisiana
1806. Gretna (LA), City of, Louisiana
1807. Hospital Service District No. 1 of The Parish of Avoyelles, State of Louisiana, d/b/a Bunkie General Hospital (LA), Louisiana
1808. Hospital Service District No. 1 of The Parish of LaSalle, State of Louisiana. d/b/a Hardtner Medical Center (LA), Louisiana
1809. Iberia (LA), Parish of, Louisiana
1810. Iberia (LA), Parish School Board of, Louisiana
1811. Iberville (LA), Parish of (Parish Council), Louisiana
1812. Jackson (LA), Parish of (Police Jury), Louisiana
1813. Jackson (LA), Parish of (Sheriff), Louisiana
1814. Jean Lafitte (LA), Town of, Louisiana
1815. Jefferson (LA), Parish of, Louisiana
1816. Jefferson (LA), Parish of (Coroner's Office), Louisiana
1817. Jefferson (LA), Parish of (Sheriff), Louisiana
1818. Jefferson Davis (LA), Parish of (Police Jury), Louisiana
1819. Jefferson Davis (LA), Parish of (Sheriff), Louisiana
1820. Jefferson Parish Hospital Service District 1 (LA), Louisiana
1821. Jefferson Parish Hospital Service District 2 (LA), Louisiana
1822. Kenner (LA), City of, Louisiana
1823. Lafayette (LA), Parish of (Sheriff), Louisiana
1824. Lafourche (LA), Parish of, Louisiana
1825. LaFourche Parish School Board (LA), Louisiana
1826. Lake Charles (LA), City of, Louisiana
1827. Lake Providence (LA), Town of, Louisiana
1828. LaSalle (LA), Parish of, Louisiana
1829. Lincoln (LA), Parish of (Sheriff), Louisiana
1830. Livingston (LA), Parish of, Louisiana
1831. Livingston (LA), Parish of (Sheriff), Louisiana
1832. Lutcher (LA), Town of, Louisiana
1833. Madisonville (LA), Town of, Louisiana
1834. Mandeville (LA), City of, Louisiana
1835. Monroe (LA), City of, Louisiana
1836. Morehouse (LA), Parish of (Police Jury), Louisiana
1837. Morehouse (LA), Parish of (Sheriff), Louisiana
1838. Morgan (LA), City of, Louisiana
1839. Natchitoches (LA), City of, Louisiana
1840. Natchitoches (LA), Parish of (Parish Council), Louisiana
1841. New Iberia (LA), City of, Louisiana
1842. New Orleans (LA), City of, Louisiana
1843. New Roads (LA), City of, Louisiana
1844. North Caddo (LA) Hospital Service District d/b/a North Caddo Medical Center, Louisiana
1845. Opelousas (LA), City of, Louisiana
1846. Opelousas (LA), General Hospital Authority, a Louisiana Public Trust d/b/a Opelousas General Health System, Louisiana
1847. Orleans (LA), Parish of (Sheriff), Louisiana
1848. Orleans Parish Hospital Service District - District A (LA), Louisiana
1849. Ouachita (LA), Parish of (Police Jury), Louisiana
1850. Ouachita (LA), Parish of (Sheriff), Louisiana
1851. Patterson (LA), City of, Louisiana
1852. Pearl River (LA), Town of, Louisiana
1853. Pineville (LA), City of, Louisiana
1854. Pointe Coupee (LA), Parish of (Policy Jury), Louisiana
1855. Pointe Coupee Parish (LA) Health Services District Number 1, Louisiana
1856. Rapides (LA), Parish of, Louisiana
1857. Rapides (LA), Parish of (Police Jury), Louisiana
1858. Red River (LA) Fire Protection District, Louisiana

1859. Red River (LA), Parish of, Louisiana
1860. Richland (LA), Parish of, Louisiana
1861. Richland (LA), Parish of (Sheriff), Louisiana
1862. Richwood (LA), Town of, Louisiana
1863. Sabine (LA), Parish of (Police Jury), Louisiana
1864. Sabine (LA), Parish of (Sheriff), Louisiana
1865. Shreveport (LA), City of, Louisiana
1866. Slidell (LA), City of, Louisiana
1867. St. Bernard (LA), Parish of, Louisiana
1868. St. Bernard (LA), Parish of (Coroner Dr. Bryan Bertucci), Louisiana
1869. St. Bernard (LA), Parish of (Sheriff), Louisiana
1870. St. Bernard Parish School Board (LA), Louisiana
1871. St. Charles (LA), Parish of, Louisiana
1872. St. Charles (LA), Parish of (Sheriff), Louisiana
1873. St. James (LA), Parish of, Louisiana
1874. St. James Parish School Board (LA), Louisiana
1875. St. John the Baptist (LA), Parish of, Louisiana
1876. St. Landry (LA), Parish of, Louisiana
1877. St. Landry (LA), Parish of (Sheriff), Louisiana
1878. St. Martin (LA), Parish of, Louisiana
1879. St. Martinville (LA), City of, Louisiana
1880. St. Mary (LA), Parish of, Louisiana
1881. St. Mary (LA), Parish of (Sheriff), Louisiana
1882. St. Mary (LA), Parish School Board of, Louisiana
1883. St. Tammany (LA) Fire Protection District No. 4, Louisiana
1884. St. Tammany (LA), Parish of, Louisiana
1885. St. Tammany (LA), Parish of (Coroner's Office), Louisiana
1886. St. Tammany (LA), Parish of (Sheriff), Louisiana
1887. St. Tammany Fire Protection District No. 1 (LA), Louisiana
1888. St. Tammany Fire Protection District No. 12 (LA), Louisiana
1889. St. Tammany Fire Protection District No. 13 (LA), Louisiana
1890. St. Tammany Fire Protection District No. 2 (LA), Louisiana
1891. St. Tammany Fire Protection District No. 3 (LA), Louisiana
1892. St. Tammany Fire Protection District No. 5 (LA), Louisiana
1893. Tensas (LA), Parish of (Sheriff), Louisiana
1894. Terrebonne (LA), Parish of, Louisiana
1895. Terrebonne (LA), Parish of (Sheriff), Louisiana
1896. Union (LA), Parish of, Louisiana
1897. Union (LA), Parish of (Sheriff), Louisiana
1898. Vermilion (LA), Parish of (Police Jury), Louisiana
1899. Vernon (LA), Parish of (Police Jury), Louisiana
1900. Vernon (LA), Parish of (Sheriff), Louisiana
1901. Washington (LA), Parish of, Louisiana
1902. Washington (LA), Parish of (Sheriff), Louisiana
1903. Webster (LA), Parish of, Louisiana
1904. West Ascension Parish (LA) Hospital Service District dba Prevost Memorial Hospital, Louisiana
1905. West Baton Rouge (LA) Fire Protection District No. 1, Louisiana
1906. West Baton Rouge (LA), Parish of, Louisiana
1907. West Carroll (LA), Parish of, Louisiana
1908. West Carroll (LA), Parish of (Police Jury), Louisiana
1909. West Monroe (LA), City of, Louisiana
1910. Westwego (LA), City of, Louisiana
1911. Winn (LA), Parish of (Police Jury), Louisiana
1912. Androscoggin (ME), County of, Maine
1913. Aroostook (ME), County of, Maine
1914. Auburn (ME), City of, Maine
1915. Augusta (ME), City of, Maine
1916. Bangor (ME), City of, Maine
1917. Biddeford (ME), City of, Maine
1918. Board of Education of Bangor School Department (ME), Maine
1919. Board of Education of Maine Regional School Unit 10 (ME), Maine
1920. Board of Education of Maine Regional School Unit 13 (ME), Maine
1921. Board of Education of Maine Regional School Unit 25 (ME), Maine
1922. Board of Education of Maine Regional School Unit 26 (ME), Maine
1923. Board of Education of Maine Regional School Unit 29 (ME), Maine
1924. Board of Education of Maine Regional School Unit 34 (ME), Maine
1925. Board of Education of Maine Regional School Unit 40 (ME), Maine

1926. Board of Education of Maine Regional School Unit 50 (ME), Maine
1927. Board of Education of Maine Regional School Unit 57 (ME), Maine
1928. Board of Education of Maine Regional School Unit 60 (ME), Maine
1929. Board of Education of Maine Regional School Unit 71 (ME), Maine
1930. Board of Education of Maine Regional School Unit 9 (ME), Maine
1931. Board of Education of Maine School Administrative District 11 (ME), Maine
1932. Board of Education of Maine School Administrative District 15 (ME), Maine
1933. Board of Education of Maine School Administrative District 28/Five Town Central School District (ME), Maine
1934. Board of Education of Maine School Administrative District 35 (ME), Maine
1935. Board of Education of Maine School Administrative District 44 (ME), Maine
1936. Board of Education of Maine School Administrative District 53 (ME), Maine
1937. Board of Education of Maine School Administrative District 55 (ME), Maine
1938. Board of Education of Maine School Administrative District 6 (ME), Maine
1939. Board of Education of Maine School Administrative District 61 (ME), Maine
1940. Board of Education of Maine School Administrative District 72 (ME), Maine
1941. Board of Education of Portland School Department (ME), Maine
1942. Board of Education of Scarborough School Department (ME), Maine
1943. Board of Education of South Portland School Department (ME), Maine
1944. Board of Education of St. George Municipal School District (ME), Maine
1945. Board of Education of Waterville School Department (ME), Maine
1946. Calais (ME), City of, Maine
1947. Cumberland (ME), County of, Maine
1948. Ellsworth School Department (ME), The Board of Education of, Maine
1949. Kennebec (ME), County of, Maine
1950. Knox (ME), County of, Maine
1951. Lewiston (ME), City of, Maine
1952. Lincoln (ME), County of, Maine
1953. Penobscot (ME), County of, Maine
1954. Portland (ME), City of, Maine
1955. Rockland (ME), City of, Maine
1956. Saco (ME), City of, Maine
1957. Sagadahoc (ME), County of, Maine
1958. Sanford (ME), City of, Maine
1959. Somerset (ME), County of, Maine
1960. Waldo (ME), County of, Maine
1961. Washington (ME), County of, Maine
1962. Waterville (ME), City of, Maine
1963. York (ME), County of, Maine
1964. Aberdeen (MD), City of, Maryland
1965. Allegany (MD), County of, Maryland
1966. Annapolis (MD), City of, Maryland
1967. Anne Arundel (MD), County of, Maryland
1968. Balitmore (MD), County of, Maryland
1969. Baltimore (MD), City of (Mayor and City Council), Maryland
1970. Baltimore City Board of School Commissioners (MD), Maryland
1971. Bel Air (MD), City of, Maryland
1972. Berlin (MD), City of, Maryland
1973. Bowie (MD), City of, Maryland
1974. Calvert (MD), County of (Commissioners), Maryland
1975. Cambridge (MD), City of, Maryland
1976. Caroline (MD), County of, Maryland
1977. Carroll (MD), County of (Board of Commissioners), Maryland
1978. Cecil (MD), County of, Maryland
1979. Charles (MD), County of (Commissioners), Maryland
1980. Charlestown (MD), City of, Maryland
1981. Cottage City (MD), Town of, Maryland
1982. Cumberland (MD), City of, Maryland
1983. Dorchester (MD), County of, Maryland
1984. Forest Heights (MD), Town of, Maryland
1985. Frederick (MD), City of, Maryland
1986. Frederick (MD), County of, Maryland
1987. Frostburg (MD) City of, Maryland
1988. Garrett (MD), County of, Maryland
1989. Grantsville (MD), City of, Maryland
1990. Hagerstown (MD), City of, Maryland
1991. Harford (MD) County of, Maryland
1992. Havre De Grace (MD), City of, Maryland
1993. Howard (MD), County of, Maryland
1994. Laurel (MD), City of, Maryland
1995. Montgomery (MD), County of, Maryland
1996. Mountain Lake Park (MD), City of, Maryland
1997. North Brentwood (MD), Town of, Maryland
1998. North East (MD), City of, Maryland
1999. Oakland (MD), City of, Maryland
2000. Perryville (MD), City of, Maryland
2001. Prince George's (MD), County of, Maryland

2002. Rockville (MD), City of (Mayor and Common Council), Maryland
2003. Seat Pleasant (MD), City of, Maryland
2004. Somerset (MD), County of, Maryland
2005. St. Mary's (MD), County of (Commissioners), Maryland
2006. Talbot (MD), County of, Maryland
2007. Upper Marlboro (MD), Town of, Maryland
2008. Vienna (MD), City of, Maryland
2009. Washington County (MD), County of (Board of Commissioners), Maryland
2010. Westminster (MD), City of (Mayor and Common Council), Maryland
2011. Wicomico (MD), County of, Maryland
2012. Acushnet (MA), Town of, Massachusetts
2013. Agawam (MA), Town of, Massachusetts
2014. Amesbury (MA), City of, Massachusetts
2015. Andover (MA), Town of, Massachusetts
2016. Aquinnah (MA), Town of, Massachusetts
2017. Athol (MA), Town of, Massachusetts
2018. Auburn (MA), Town of, Massachusetts
2019. Ayer (MA), Town of, Massachusetts
2020. Barnstable (MA), Town of, Massachusetts
2021. Belchertown (MA), Town of, Massachusetts
2022. Beverly (MA), City of, Massachusetts
2023. Billerica (MA), Town of, Massachusetts
2024. Boston (MA) Housing Authority, Massachusetts
2025. Boston (MA) Public Health Commission, Massachusetts
2026. Boston (MA), City of, Massachusetts
2027. Braintree (MA), Town of, Massachusetts
2028. Brewster (MA), Town of, Massachusetts
2029. Bridgewater (MA), Town of, Massachusetts
2030. Brockton (MA), City of, Massachusetts
2031. Brookline (MA), Town of, Massachusetts
2032. Cambridge (MA), City of, Massachusetts
2033. Canton (MA), Town of, Massachusetts
2034. Carver (MA), Town of, Massachusetts
2035. Charlton (MA), Town of, Massachusetts
2036. Chelmsford (MA), Town of, Massachusetts
2037. Chelsea (MA), City of, Massachusetts
2038. Chicopee (MA), City of, Massachusetts
2039. Clarksburg (MA), Town of, Massachusetts
2040. Clinton (MA), Town of, Massachusetts
2041. Danvers (MA), Town of, Massachusetts
2042. Dedham (MA), Town of, Massachusetts
2043. Dennis (MA), Town of, Massachusetts
2044. Douglas (MA), Town of, Massachusetts
2045. Dudley (MA), Town of, Massachusetts
2046. East Bridgewater (MA), Town of, Massachusetts
2047. Eastham (MA), Town of, Massachusetts
2048. Easthampton (MA), City of, Massachusetts
2049. Easton (MA), Town of, Massachusetts
2050. Everett (MA), City of, Massachusetts
2051. Fairhaven (MA), Town of, Massachusetts
2052. Fall River (MA), City of, Massachusetts
2053. Falmouth (MA), Town of, Massachusetts
2054. Fitchburg (MA), City of, Massachusetts
2055. Framingham (MA), City of, Massachusetts
2056. Freetown (MA), Town of, Massachusetts
2057. Georgetown (MA), Town of, Massachusetts
2058. Gloucester (MA), City of, Massachusetts
2059. Grafton (MA), Town of, Massachusetts
2060. Greenfield (MA), City of, Massachusetts
2061. Hanson (MA), Town of, Massachusetts
2062. Haverhill (MA), City of, Massachusetts
2063. Holliston (MA), Town of, Massachusetts
2064. Holyoke (MA), City of, Massachusetts
2065. Hopedale (MA), Town of, Massachusetts
2066. Hull (MA), Town of, Massachusetts
2067. Kingston (MA), Town of, Massachusetts
2068. Lakeville (MA), Town of, Massachusetts
2069. Leicester (MA), Town of, Massachusetts
2070. Leominster (MA), City of, Massachusetts
2071. Leverett (MA), Town of, Massachusetts
2072. Longmeadow (MA), Town of, Massachusetts
2073. Lowell (MA), City of, Massachusetts
2074. Ludlow (MA), Town of, Massachusetts
2075. Lunenburg (MA), Town of, Massachusetts
2076. Lynn (MA), City of, Massachusetts
2077. Lynnfield (MA), Town of, Massachusetts
2078. Malden (MA), City of, Massachusetts
2079. Marblehead (MA), Town of, Massachusetts
2080. Marshfield (MA), Town of, Massachusetts
2081. Mashpee (MA), Town of, Massachusetts
2082. Mattapoisett (MA), Town of, Massachusetts
2083. Medford (MA), City of, Massachusetts
2084. Melrose (MA), City of, Massachusetts
2085. Methuen (MA), City of, Massachusetts
2086. Middleborough (MA), Town of, Massachusetts
2087. Milford (MA), Town of, Massachusetts
2088. Millbury (MA), Town of, Massachusetts
2089. Millis (MA), Town of, Massachusetts
2090. Nantucket (MA), Town of, Massachusetts
2091. Natick (MA), Town of, Massachusetts
2092. New Bedford (MA), City of, Massachusetts
2093. Newburyport (MA), City of, Massachusetts

2094. North Adams (MA), City of, Massachusetts
2095. North Andover (MA), Town of, Massachusetts
2096. North Attleborough (MA), Town of, Massachusetts
2097. North Reading (MA), Town of, Massachusetts
2098. Northampton (MA), City of, Massachusetts
2099. Northbridge (MA), Town of, Massachusetts
2100. Norton (MA), Town of, Massachusetts
2101. Norwell (MA), Town of, Massachusetts
2102. Norwood (MA), Town of, Massachusetts
2103. Orange (MA), Town of, Massachusetts
2104. Oxford (MA), Town of, Massachusetts
2105. Palmer (MA), Town of, Massachusetts
2106. Peabody (MA), City of, Massachusetts
2107. Pembroke (MA), Town of, Massachusetts
2108. Pittsfield (MA), City of, Massachusetts
2109. Plainville (MA), Town of, Massachusetts
2110. Plymouth (MA), Town of, Massachusetts
2111. Provincetown (MA), Town of, Massachusetts
2112. Quincy (MA), City of, Massachusetts
2113. Randolph (MA), Town of, Massachusetts
2114. Rehoboth (MA), Town of, Massachusetts
2115. Revere (MA), City of, Massachusetts
2116. Rockland (MA), Town of, Massachusetts
2117. Salem (MA), City of, Massachusetts
2118. Salisbury (MA), Town of, Massachusetts
2119. Sandwich (MA), Town of, Massachusetts
2120. Scituate (MA), Town of, Massachusetts
2121. Seekonk (MA), Town of, Massachusetts
2122. Sheffield (MA), Town of, Massachusetts
2123. Shirley (MA), Town of, Massachusetts
2124. Somerset (MA), Town of, Massachusetts
2125. Somerville (MA), City of, Massachusetts
2126. South Hadley (MA), Town of, Massachusetts
2127. Southbridge (MA), Town of, Massachusetts
2128. Spencer (MA), Town of, Massachusetts
2129. Springfield (MA), City of, Massachusetts
2130. Stoneham (MA), Town of, Massachusetts
2131. Stoughton (MA), Town of, Massachusetts
2132. Sturbridge (MA), Town of, Massachusetts
2133. Sudbury (MA), Town of, Massachusetts
2134. Sutton (MA), Town of, Massachusetts
2135. Swampscott (MA), Town of, Massachusetts
2136. Templeton (MA), Town of, Massachusetts
2137. Tewksbury (MA), Town of, Massachusetts
2138. Truro (MA), Town of, Massachusetts
2139. Tyngsborough (MA), Town of, Massachusetts
2140. Upton (MA), Town of, Massachusetts
2141. Wakefield (MA), Town of, Massachusetts
2142. Walpole (MA), Town of, Massachusetts
2143. Ware (MA), Town of, Massachusetts
2144. Warren (MA), Town of, Massachusetts
2145. Watertown (MA), Town of, Massachusetts
2146. Wellfleet (MA), Town of, Massachusetts
2147. West Boylston (MA), Town of, Massachusetts
2148. West Bridgewater (MA), Town of, Massachusetts
2149. West Springfield (MA), Town of, Massachusetts
2150. West Tisbury (MA), Town of, Massachusetts
2151. Westborough (MA), Town of, Massachusetts
2152. Westford (MA), Town of, Massachusetts
2153. Weymouth (MA), Town of, Massachusetts
2154. Williamsburg (MA), Town of, Massachusetts
2155. Wilmington (MA), Town of, Massachusetts
2156. Winchendon (MA), Town of, Massachusetts
2157. Winthrop (MA), Town of, Massachusetts
2158. Woburn (MA), City of, Massachusetts
2159. Worcester (MA), City of, Massachusetts
2160. Alcona (MI), County of, Michigan
2161. Alger (MI), County of, Michigan
2162. Alpena (MI), County of, Michigan
2163. Antrim (MI), County of, Michigan
2164. Arenac (MI), County of, Michigan
2165. Baraga (MI), County of, Michigan
2166. Bay (MI), County of, Michigan
2167. Benzie (MI), County of, Michigan
2168. Berrien (MI), County of, Michigan
2169. Branch (MI), County of, Michigan
2170. Calhoun (MI), County of, Michigan
2171. Canton (MI), Charter Township of, Michigan
2172. Cass (MI), County of, Michigan
2173. Charlevoix (MI), County of, Michigan
2174. Cheboygan (MI), County of, Michigan
2175. Chippewa (MI), County of, Michigan
2176. Clinton (MI), Charter Township of, Michigan
2177. Clinton (MI), County of, Michigan
2178. Crawford (MI), County of, Michigan
2179. Delta (MI), County of, Michigan
2180. Detroit (MI), City of, Michigan

2181. Detroit Wayne (MI), Mental Health Authority, Michigan
2182. Dickinson (MI), County of, Michigan
2183. East Lansing (MI), City of, Michigan
2184. Eaton (MI), County of, Michigan
2185. Escanaba (MI), City of, Michigan
2186. Flint (MI), City of, Michigan
2187. Genesee (MI), County of, Michigan
2188. Grand Rapids (MI), City of, Michigan
2189. Grand Traverse (MI), County of, Michigan
2190. Gratiot (MI), County of, Michigan
2191. Harrison (MI), Charter Township of, Michigan
2192. Hillsdale (MI), County of, Michigan
2193. Houghton (MI), County of, Michigan
2194. Huron (MI), Township of, Michigan
2195. Ingham (MI), County of, Michigan
2196. Ionia (MI), County of, Michigan
2197. Iosco (MI), County of, Michigan
2198. Iron (MI), County of, Michigan
2199. Iron Mountain (MI), City of, Michigan
2200. Isabella (MI), County of, Michigan
2201. Jackson (MI), City of, Michigan
2202. Kalamazoo (MI), County of, Michigan
2203. Kent (MI), County of, Michigan
2204. Lake (MI), County of, Michigan
2205. Lansing (MI), City of, Michigan
2206. Leelanau (MI), County of, Michigan
2207. Lenawee (MI), County of, Michigan
2208. Livingston (MI), County of, Michigan
2209. Livonia (MI), City of, Michigan
2210. Luce (MI), County of, Michigan
2211. Macomb (MI), County of, Michigan
2212. Manistee (MI), County of, Michigan
2213. Marquette (MI), County of, Michigan
2214. Mason (MI), County of, Michigan
2215. Monroe (MI), County of, Michigan
2216. Montcalm, (MI) County of, Michigan
2217. Montmorency (MI), County of, Michigan
2218. Muskegon (MI), County of, Michigan
2219. Newaygo (MI), County of, Michigan
2220. Northville (MI), Township of, Michigan
2221. Oakland (MI), County of, Michigan
2222. Oceana (MI), County of, Michigan
2223. Ogemaw (MI), County of, Michigan
2224. Ontonagon (MI), County of, Michigan
2225. Osceola (MI), County of, Michigan
2226. Otsego (MI), County of, Michigan
2227. Pittsfield (MI), Charter Township of, Michigan
2228. Pontiac (MI), City of, Michigan
2229. Presque Isle (MI), County of, Michigan
2230. Romulus (MI), City of, Michigan
2231. Roscommon (MI), County of, Michigan
2232. Saginaw (MI), County of, Michigan
2233. Sanilac (MI), County of, Michigan
2234. Sault Ste. Marie (MI), City of, Michigan
2235. Shiawassee (MI), County of, Michigan
2236. St. Clair (MI), County of, Michigan
2237. Sterling Heights (MI), City of, Michigan
2238. Traverse City (MI), City of, Michigan
2239. Tuscola (MI), County of, Michigan
2240. Van Buren (MI), Township of, Michigan
2241. Warren (MI), City of, Michigan
2242. Washtenaw (MI), County of, Michigan
2243. Wayne (MI), City of, Michigan
2244. Wayne (MI), County of, Michigan
2245. Westland (MI), City of, Michigan
2246. Wexford (MI), County of, Michigan
2247. Anoka (MN), County of, Minnesota
2248. Beltrami (MN), County of, Minnesota
2249. Big Stone (MN), County of, Minnesota
2250. Board of Education of Minnetonka School District No. 276 (MN), Minnesota
2251. Carlton (MN), County of, Minnesota
2252. Carver (MN), County of, Minnesota
2253. Coon Rapids (MN), City of, Minnesota
2254. Dakota (MN), County of, Minnesota
2255. Douglas (MN), County of, Minnesota
2256. Duluth (MN), City of, Minnesota
2257. Freeborn (MN), County of, Minnesota
2258. Hennepin (MN), County of, Minnesota
2259. Itasca (MN), County of, Minnesota
2260. McLeod (MN), County of, Minnesota
2261. Meeker (MN), County of, Minnesota
2262. Minneapolis (MN), City of, Minnesota
2263. Minnesota Prairie Health Alliance (MN), Minnesota
2264. Morrison (MN), County of, Minnesota
2265. Mower (MN), County of, Minnesota
2266. North St. Paul (MN), City of, Minnesota
2267. Olmsted (MN), County of, Minnesota
2268. Pine (MN), County of, Minnesota
2269. Proctor (MN), City of, Minnesota
2270. Ramsey (MN), County of, Minnesota
2271. Rochester (MN), City of, Minnesota
2272. Roseau (MN), County of, Minnesota
2273. Saint Paul (MN), City of, Minnesota
2274. Sibley (MN), County of, Minnesota
2275. St. Louis (MN), County of, Minnesota
2276. Steele (MN), County of, Minnesota
2277. Waseca (MN), County of, Minnesota
2278. Washington (MN), County of, Minnesota
2279. Winona (MN), County of, Minnesota
2280. Wright (MN), County of, Minnesota

2281. Yellow Medicine (MN), County of, Minnesota
2282. Adams (MS), County of, Mississippi
2283. Amite (MS), County of, Mississippi
2284. Amory (MS), City of, Mississippi
2285. Arcola (MS), Town of, Mississippi
2286. Attala (MS), County of, Mississippi
2287. Benton (MS), County of, Mississippi
2288. Bolivar (MS), County of, Mississippi
2289. Brookhaven (MS), City of, Mississippi
2290. Caledonia (MS), Town of, Mississippi
2291. Carroll (MS), County of, Mississippi
2292. Charleston (MS), City of, Mississippi
2293. Chickasaw (MS), County of, Mississippi
2294. Claiborne (MS), County of, Mississippi
2295. Clarke (MS), County of, Mississippi
2296. Clarksdale (MS), City of, Mississippi
2297. Cleveland (MS), City of, Mississippi
2298. Columbia (MS), City of, Mississippi
2299. Columbus (MS), City of, Mississippi
2300. Community Hospital (MS), Sharkey-Issaquena, Mississippi
2301. Copiah (MS), County of, Mississippi
2302. Covington (MS), County of, Mississippi
2303. DeSoto (MS), County of, Mississippi
2304. Diamondhead (MS), City of, Mississippi
2305. Forrest (MS), County of, Mississippi
2306. Franklin (MS), County of, Mississippi
2307. Gautier (MS), City of, Mississippi
2308. George (MS), County of, Mississippi
2309. Greene (MS), County of, Mississippi
2310. Greenwood (MS), City of, Mississippi
2311. Grenada (MS), City of, Mississippi
2312. Grenada (MS), County of, Mississippi
2313. Gulfport (MS), City of, Mississippi
2314. Hancock (MS), County of, Mississippi
2315. Harrison (MS), County of, Mississippi
2316. Hattiesburg (MS), City of, Mississippi
2317. Hinds (MS), County of, Mississippi
2318. Holly Springs (MS), City of, Mississippi
2319. Holmes (MS), County of, Mississippi
2320. Humphreys (MS), County of, Mississippi
2321. Indianola (MS), City of, Mississippi
2322. Issaquena (MS), County of, Mississippi
2323. Itawamba (MS), County of, Mississippi
2324. Iuka (MS), City of, Mississippi
2325. Jackson (MS), City of, Mississippi
2326. Jackson (MS), County of, Mississippi
2327. Jefferson (MS), County of, Mississippi
2328. Jefferson Davis (MS), County of, Mississippi
2329. Jones (MS), County of, Mississippi
2330. Jonestown (MS), City of, Mississippi
2331. Kemper (MS), County of, Mississippi
2332. Kosciusko (MS), City of, Mississippi
2333. Lafayette (MS), County of, Mississippi
2334. Lauderdale (MS), County of, Mississippi
2335. Laurel (MS), City of, Mississippi
2336. Lawrence (MS), County of, Mississippi
2337. Leakesville (MS), Town of, Mississippi
2338. Lee (MS), County of, Mississippi
2339. Leflore (MS), County of, Mississippi
2340. Lincoln (MS), County of, Mississippi
2341. Long Beach (MS), City of, Mississippi
2342. Lumberton (MS), City of, Mississippi
2343. Madison (MS), County of, Mississippi
2344. Marion (MS), County of, Mississippi
2345. Marshall (MS), County of, Mississippi
2346. McLain (MS), Town of, Mississippi
2347. Memorial Hospital at Gulfport (MS), Mississippi
2348. Meridian (MS), City of, Mississippi
2349. Monroe (MS), County of, Mississippi
2350. Morton (MS), City of, Mississippi
2351. Moss Point (MS), City of, Mississippi
2352. Mound Bayou (MS), City of, Mississippi
2353. Neshoba (MS), County of, Mississippi
2354. Nettleton (MS), City of, Mississippi
2355. New Albany (MS), City of, Mississippi
2356. Ocean Springs (MS), City of, Mississippi
2357. Panola (MS), County of, Mississippi
2358. Pascagoula (MS), City of, Mississippi
2359. Pearl River (MS), County of, Mississippi
2360. Pearl River County Hospital (MS), Mississippi
2361. Perry (MS), County of, Mississippi
2362. Philadelphia (MS), City of, Mississippi
2363. Prentiss (MS), County of, Mississippi
2364. Quitman (MS), City of, Mississippi
2365. Regional Medical Center (MS), South Central, Mississippi
2366. Scott (MS), County of, Mississippi
2367. Shannon (MS), City of, Mississippi
2368. Shubuta (MS), Town of, Mississippi
2369. Starkville (MS), City of, Mississippi
2370. Stone (MS), County of, Mississippi
2371. Summit (MS), Town of, Mississippi
2372. Sunflower (MS), County of, Mississippi
2373. Tallahatchie (MS), County of, Mississippi
2374. Tate (MS), County of, Mississippi
2375. Tippah (MS), County of, Mississippi
2376. Tishomingo (MS), County of, Mississippi
2377. Tunica (MS), County of, Mississippi
2378. Tupelo (MS), City of, Mississippi
2379. Union (MS), County of, Mississippi
2380. Verona (MS), City of, Mississippi

2381. Vicksburg (MS), City of, Mississippi
2382. Walthall (MS), County of, Mississippi
2383. Washington (MS), County of, Mississippi
2384. Wayne (MS), County of, Mississippi
2385. Waynesboro (MS), City of, Mississippi
2386. Webb (MS), City of, Mississippi
2387. Wiggins (MS), City of, Mississippi
2388. Yalobusha (MS), County of, Mississippi
2389. Adair (MO), County of, Missouri
2390. Andrew (MO), County of, Missouri
2391. Atchison (MO), County of, Missouri
2392. Audrain (MO), County of, Missouri
2393. Barry (MO), County of, Missouri
2394. Barton (MO), County of, Missouri
2395. Boone (MO), County of, Missouri
2396. Buchanan (MO), County of, Missouri
2397. Butler (MO), County of, Missouri
2398. Callaway (MO), County of, Missouri
2399. Camden (MO), County of, Missouri
2400. Cape Girardeau (MO), County of, Missouri
2401. Cass (MO), County of, Missouri
2402. Chariton (MO), County of, Missouri
2403. Christian (MO), County of, Missouri
2404. Citizens Memorial Hospital District d/b/a
Citizens Memorial Hospital (MO),
Missouri
2405. Clinton (MO), County of, Missouri
2406. Cole (MO), County of, Missouri
2407. Crawford (MO), County of, Missouri
2408. Dade (MO), County of, Missouri
2409. DeKalb (MO), County of, Missouri
2410. Dent (MO), County of, Missouri
2411. Douglas (MO), County of, Missouri
2412. Dunklin (MO), County of, Missouri
2413. Franklin (MO), County of, Missouri
2414. Gasconade (MO), County of, Missouri
2415. Greene (MO), County of, Missouri
2416. Grundy (MO), County of, Missouri
2417. Harrisonville (MO), City of, Missouri
2418. Henry (MO), County of, Missouri
2419. Hickory (MO), County of, Missouri
2420. Howell (MO), County of, Missouri
2421. Independence (MO), City of, Missouri
2422. Iron (MO), County of, Missouri
2423. Jackson (MO), County of, Missouri
2424. Jasper (MO), County of, Missouri
2425. Jefferson (MO), County of, Missouri
2426. Johnson (MO), County of, Missouri
2427. Joplin (MO), City of, Missouri
2428. Kansas City (MO), City of, Missouri
2429. Kinloch (MO), Fire Protection District of
St. Louis County, Missouri
2430. Knox (MO), County of, Missouri
2431. Lafayette (MO), County of, Missouri
2432. Lawrence (MO), County of, Missouri
2433. Lewis (MO), County of, Missouri
2434. Lincoln (MO), County of, Missouri
2435. Livingston (MO), County of, Missouri
2436. Madison (MO), County of, Missouri
2437. Maries (MO), County of, Missouri
2438. McDonald (MO), County of, Missouri
2439. Miller (MO), County of, Missouri
2440. Moniteau (MO), County of, Missouri
2441. Montgomery (MO), County of, Missouri
2442. Morgan (MO), County of, Missouri
2443. New Madrid (MO), County of, Missouri
2444. Nodaway (MO), County of, Missouri
2445. Northeast Ambulance (MO), Fire
Protection District of St. Louis County,
Missouri
2446. Osage (MO), County of, Missouri
2447. Ozark (MO), County of, Missouri
2448. Pemiscot (MO), County of, Missouri
2449. Perry (MO), County of, Missouri
2450. Pettis (MO), County of, Missouri
2451. Phelps (MO), County of, Missouri
2452. Pike (MO), County of, Missouri
2453. Polk (MO), County of, Missouri
2454. Pulaski (MO), County of, Missouri
2455. Ralls (MO), County of, Missouri
2456. Randolph (MO), County of, Missouri
2457. Ray (MO), County of, Missouri
2458. Reynolds (MO), County of, Missouri
2459. Ripley (MO), County of, Missouri
2460. Schuyler (MO), County of, Missouri
2461. Scott (MO), County of, Missouri
2462. Sedalia (MO) City of, Missouri
2463. Shannon (MO), County of, Missouri
2464. Shelby (MO), County of, Missouri
2465. Springfield (MO), City of, Missouri
2466. St. Charles (MO), County of, Missouri
2467. St. Clair (MO), County of, Missouri
2468. St. Francois (MO), County of, Missouri
2469. St. Joseph (MO), City of, Missouri
2470. St. Louis (MO), City of, Missouri
2471. St. Louis (MO), County of, Missouri
2472. Ste. Genevieve (MO), County of, Missouri
2473. Stone (MO), County of, Missouri
2474. Taney (MO), County of, Missouri
2475. Texas (MO), County of, Missouri
2476. Vernon (MO), County of, Missouri
2477. Warren (MO), County of, Missouri
2478. Washington (MO), County of, Missouri
2479. Webster (MO), County of, Missouri
2480. Worth (MO), County of, Missouri
2481. Wright (MO), County of, Missouri

2482. Anaconda-Deer Lodge (MT), County of, Montana
2483. Cascade (MT), County of, Montana
2484. Gallatin (MT), County of, Montana
2485. Great Falls (MT), City of, Montana
2486. Lake (MT), County of, Montana
2487. Missoula (MT), City of, Montana
2488. Missoula (MT), County of, Montana
2489. Douglas (NE), County of, Nebraska
2490. Keith (NE), County of, Nebraska
2491. Knox (NE), County of, Nebraska
2492. Lincoln (NE), County of, Nebraska
2493. Sarpy (NE), County of, Nebraska
2494. South Sioux City (NE), City of, Nebraska
2495. Boulder (NV), City of, Nevada
2496. Carson City (NV), Nevada
2497. Central Lyon County Fire Protection District (NV), Nevada
2498. Churchill (NV), County of, Nevada
2499. Clark (NV), County of, Nevada
2500. Douglas (NV), County of, Nevada
2501. Ely (NV), City of, Nevada
2502. Esmeralda (NV), County of, Nevada
2503. Fernley (NV), City of, Nevada
2504. Henderson (NV), City of, Nevada
2505. Humboldt (NV), County of, Nevada
2506. Las Vegas (NV), City of, Nevada
2507. Lincoln (NV), County of, Nevada
2508. Lyon (NV), County of, Nevada
2509. Mesquite (NV), City of, Nevada
2510. Mineral (NV), County of, Nevada
2511. North Las Vegas (NV), City of, Nevada
2512. North Lyon County Fire Protection District (NV), Nevada
2513. Nye (NV), County of, Nevada
2514. Reno (NV), City of, Nevada
2515. Sparks (NV), City of, Nevada
2516. Washoe (NV), County of, Nevada
2517. West Wendover (NV), City of, Nevada
2518. White Pine (NV), County of, Nevada
2519. Belknap (NH), County of, New Hampshire
2520. Belmont (NH), City of, New Hampshire
2521. Berlin (NH), City of, New Hampshire
2522. Board of Education of Goshen School District (NH), New Hampshire
2523. Board of Education of Kearsarge RSU-School Administrative Unit 65 (NH), New Hampshire
2524. Board of Education of Lebanon School District (NH), New Hampshire
2525. Board of Education of Pittsfield School District (NH), New Hampshire
2526. Board of Education of Tamworth School District (NH), New Hampshire
2527. Carroll (NH), County of, New Hampshire
2528. Cheshire (NH), County of, New Hampshire
2529. Claremont (NH), City of, New Hampshire
2530. Concord (NH), City of, New Hampshire
2531. Coos (NH), County of, New Hampshire
2532. Derry (NH), Town of, New Hampshire
2533. Dover (NH), City of, New Hampshire
2534. Franklin (NH), City of, New Hampshire
2535. Grafton (NH), County of, New Hampshire
2536. Hillsborough (NH), County of, New Hampshire
2537. Keene (NH), City of, New Hampshire
2538. Laconia (NH), City of, New Hampshire
2539. Londonderry (NH), Town of, New Hampshire
2540. Manchester (NH), City of, New Hampshire
2541. Merrimack (NH), County of, New Hampshire
2542. Nashua (NH), City of, New Hampshire
2543. Rochester (NH), City of, New Hampshire
2544. Rockingham (NH), County of, New Hampshire
2545. Strafford (NH), County of, New Hampshire
2546. Sullivan (NH), County of, New Hampshire
2547. Atlantic (NJ), County of, New Jersey
2548. Barnegat (NJ), Township of, New Jersey
2549. Bayonne (NJ), City of, New Jersey
2550. Bergen (NJ), County of, New Jersey
2551. Bloomfield (NJ), The Township of, New Jersey
2552. Brick (NJ), Township of, New Jersey
2553. Burlington (NJ), County of, New Jersey
2554. Camden (NJ), County of, New Jersey
2555. Cape May (NJ), County of, New Jersey
2556. Clifton (NJ), City of, New Jersey
2557. Clinton (NJ), Town of, New Jersey
2558. Cumberland (NJ), County of, New Jersey
2559. Elizabeth (NJ), City of, New Jersey
2560. Essex (NJ), County of, New Jersey
2561. Hudson (NJ), County of, New Jersey
2562. Irvington (NJ), Township of, New Jersey
2563. Jersey City (NJ), City of, New Jersey
2564. Monmouth (NJ), County of, New Jersey
2565. Newark (NJ), City of, New Jersey
2566. Ocean (NJ), County of, New Jersey
2567. Paramus (NJ), Borough of, New Jersey
2568. Passaic (NJ), County of, New Jersey
2569. Paterson (NJ), City of, New Jersey
2570. Ridgefield (NJ) Borough of, New Jersey
2571. Saddle Brook (NJ), Township of, New Jersey

2572. Sussex (NJ), County of, New Jersey
2573. Teaneck (NJ), Township of, New Jersey
2574. Trenton (NJ), City of, New Jersey
2575. Union (NJ), County of, New Jersey
2576. Alamogordo (NM), City of, New Mexico
2577. Albuquerque (NM), City of, New Mexico
2578. Bernalillo (NM), County of (Commissioners), New Mexico
2579. Catron (NM), County of (Board of Commissioners), New Mexico
2580. Cibola (NM), County of (Board of Commissioners), New Mexico
2581. Colfax (NM), County of (Board of Commissioners), New Mexico
2582. Curry (NM), County of (Board of Commissioners), New Mexico
2583. Dona Ana (NM), County of (Board of Commissioners), New Mexico
2584. Espanola (NM), City of, New Mexico
2585. Grant (NM), County of, New Mexico
2586. Hidalgo (NM), County of (Board of Commissioners), New Mexico
2587. Hobbs (NM), City of, New Mexico
2588. Las Cruces (NM), City of, New Mexico
2589. Lea (NM), County of (Board of Commissioners), New Mexico
2590. Lincoln (NM), County of (Board of Commissioners), New Mexico
2591. Luna (NM), County of (Board of Commissioners), New Mexico
2592. McKinley (NM), County of (Board of Commissioners), New Mexico
2593. Mora (NM), County of, New Mexico
2594. Otero (NM), County of (Board of Commissioners), New Mexico
2595. Rio Arriba (NM), County of, New Mexico
2596. Roosevelt (NM), County of, New Mexico
2597. San Juan (NM), County of, New Mexico
2598. San Miguel (NM) County of (Board of Commissioners), New Mexico
2599. Sandoval (NM), County of, New Mexico
2600. Santa Fe (NM), County of (Board of Commissioners), New Mexico
2601. Santa Fe (NM), City of, New Mexico
2602. Sierra (NM), County of (Board of Commissioners), New Mexico
2603. Socorro (NM), County of (Board of Commissioners), New Mexico
2604. Taos (NM), County of (Board of Commissioners), New Mexico
2605. Union (NM), County of (Board of Commissioners), New Mexico
2606. Valencia (NM), County of (Board of Commissioners), New Mexico
2607. Albany (NY), City of, New York
2608. Albany (NY), County of, New York
2609. Allegany (NY), County of, New York
2610. Amherst (NY), Town of, New York
2611. Amityville (NY), Village of, New York
2612. Amsterdam (NY), City of, New York
2613. Auburn (NY), City of, New York
2614. Babylon (NY), Town of, New York
2615. Babylon (NY), Village of, New York
2616. Bellmore (NY), Fire District of, New York
2617. Bellport (NY), Village of, New York
2618. Board of Education of Rochester City School District (NY), New York
2619. Brookhaven (NY), Town of, New York
2620. Broome (NY), County of, New York
2621. Buffalo (NY), City of, New York
2622. Cattaraugus (NY), County of, New York
2623. Cayuga (NY), County of, New York
2624. Centereach (NY), Fire District, New York
2625. Centerport (NY), Fire District of, New York
2626. Chautauqua (NY), County of, New York
2627. Cheektowaga (NY), Town of, New York
2628. Chemung (NY), County of, New York
2629. Chenango (NY), County of, New York
2630. Clarkstown (NY), Town of, New York
2631. Clinton (NY), County of, New York
2632. Columbia (NY), County of, New York
2633. Cortland (NY) County of, New York
2634. Dutchess (NY), County of, New York
2635. East Hampton (NY), Village of, New York
2636. East Rockaway (NY), Village of, New York
2637. Erie (NY), County of, New York
2638. Essex (NY), County of, New York
2639. Farmingdale (NY), Village of, New York
2640. Floral Park (NY), Village of, New York
2641. Franklin (NY), County of, New York
2642. Fulton (NY), County of, New York
2643. Garden City (NY), Village of, New York
2644. Genesee (NY), County of, New York
2645. Geneva (NY), City of, New York
2646. Great Neck (NY), Village of, New York
2647. Greene (NY), County of, New York
2648. Greenport (NY), Village of, New York
2649. Hamilton (NY), County of, New York
2650. Hauppauge (NY), Fire District, New York
2651. Haverstraw (NY), Town of, New York
2652. Hempstead (NY), Town of, New York
2653. Hempstead (NY), Village of, New York
2654. Herkimer (NY), County of, New York

2655. Herkimer (NY), Village of, New York
2656. Hicksville (NY), Water District of, New York
2657. Huntington (NY), Town of, New York
2658. Island Park (NY), Village of, New York
2659. Islandia (NY), Village of, New York
2660. Islip (NY), Town of, New York
2661. Islip Terrace (NY), Fire District of, New York
2662. Ithaca (NY), City of, New York
2663. Jefferson (NY), County of, New York
2664. Kingston (NY), City of, New York
2665. Lackawanna (NY), City of, New York
2666. Lake Grove (NY), Village of, New York
2667. Lancaster (NY), Town of, New York
2668. Lawrence (NY), Village of, New York
2669. Levittown (NY), Fire District of, New York
2670. Lewis (NY), County of, New York
2671. Lindenhurst (NY), Village of, New York
2672. Livingston (NY), County of, New York
2673. Lloyd Harbor (NY), Village of, New York
2674. Long Beach (NY), City of, New York
2675. Lynbrook (NY), Village of, New York
2676. Madison (NY), County of, New York
2677. Massapequa Park (NY), Village of, New York
2678. Melville (NY), Fire District of, New York
2679. Merrick Library (NY), New York
2680. Mill Neck (NY), Village of, New York
2681. Miller Place (NY), Fire District of, New York
2682. Millerton (NY), Village of, New York
2683. Monroe (NY), County of, New York
2684. Montgomery (NY), County of, New York
2685. Mount Sinai (NY), Fire District of, New York
2686. Mount Vernon (NY), City of, New York
2687. Nassau (NY), County of, New York
2688. Nesconset (NY), Fire District of, New York
2689. New Hyde Park (NY), Village of, New York
2690. New York (NY), City of, New York
2691. Niagara (NY), County of, New York
2692. Nissequogue (NY), Village of, New York
2693. North Hempstead (NY), Town of, New York
2694. North Merrick (NY), Fire District of, New York
2695. North Patchogue (NY), Fire District of, New York
2696. Northport (NY), Village of, New York
2697. Ogdensburg (NY), City of, New York
2698. Old Westbury (NY), Village of, New York
2699. Oneida (NY), County of, New York
2700. Onondaga (NY), County of, New York
2701. Ontario (NY), County of, New York
2702. Orange (NY), County of, New York
2703. Orangetown (NY), Town of, New York
2704. Orleans (NY) County of, New York
2705. Oswego (NY), County of, New York
2706. Otsego (NY), County of, New York
2707. Oyster Bay (NY), Town of, New York
2708. Patchogue (NY), Village of, New York
2709. Plainview - Old Bethpage Public Library (NY), New York
2710. Plattsburgh (NY), City of, New York
2711. Poquott (NY), Village of, New York
2712. Port Washington (NY), Water District of, New York
2713. Port Washington North (NY), Village of, New York
2714. Poughkeepsie (NY), City of, New York
2715. Poughkeepsie (NY), Town of, New York
2716. Putnam (NY), County of, New York
2717. Ramapo (NY), Town of, New York
2718. Rensselaer (NY), County of, New York
2719. Ridge (NY), Fire District of, New York
2720. Riverhead (NY), Town of, New York
2721. Rochester (NY), City of, New York
2722. Rockland (NY), County of, New York
2723. Rockville Centre Public Library (NY), New York
2724. Rome (NY), City of, New York
2725. Rosalyn (NY) Water District, New York
2726. Saltaire (NY), Village of, New York
2727. Saratoga (NY), County of, New York
2728. Saratoga Springs (NY), City of, New York
2729. Schenectady (NY), City of, New York
2730. Schenectady (NY), County of, New York
2731. Schoharie (NY), County of, New York
2732. Schuyler (NY), County of, New York
2733. Seneca (NY), County of, New York
2734. Smithtown (NY), Fire District of, New York
2735. Smithtown (NY), Town of, New York
2736. South Farmingdale (NY), Fire District of, New York
2737. Southampton (NY), Town of, New York
2738. Southold (NY), Town of, New York
2739. St James (NY), Fire District, New York
2740. St. Lawrence (NY), County of, New York
2741. Steuben (NY), County of, New York
2742. Stewart Manor (NY), Village of, New York

2743. Stony Brook (NY), Fire District of, New York
2744. Stony Point (NY), Town of, New York
2745. Suffern (NY), Village of, New York
2746. Suffolk (NY), County of, New York
2747. Sullivan (NY), County of, New York
2748. Syracuse (NY), City of, New York
2749. The Branch (NY), Village of, New York
2750. Tioga (NY), County of, New York
2751. Tompkins (NY), County of, New York
2752. Tonawanda (NY), Town of, New York
2753. Troy (NY), City of, New York
2754. Ulster (NY), County of, New York
2755. Uniondale (NY), Fire District of, New York
2756. Utica (NY), City of, New York
2757. Valley Stream (NY), Village of, New York
2758. Wappinger (NY), Town of, New York
2759. Wappingers Falls (NY), Village of, New York
2760. Warren (NY), County of, New York
2761. Washington (NY), County of, New York
2762. West Hampton Dunes (NY), Village of, New York
2763. West Haverstraw (NY), Village of, New York
2764. West Hempstead (NY) Public Library, New York
2765. Westbury (NY), Village of, New York
2766. Westchester (NY), County of, New York
2767. Wyoming (NY), County of, New York
2768. Yates (NY) County of, New York
2769. Yonkers (NY), City of, New York
2770. Alamance (NC), County of, North Carolina
2771. Alexander (NC), County of, North Carolina
2772. Alleghany (NC), County of, North Carolina
2773. Anson (NC), County of, North Carolina
2774. Ashe (NC), County of, North Carolina
2775. Beaufort (NC), County of, North Carolina
2776. Bertie (NC), County of, North Carolina
2777. Bladen (NC), County of, North Carolina
2778. Brunswick (NC), County of, North Carolina
2779. Buncombe (NC), County of, North Carolina
2780. Burke (NC), County of, North Carolina
2781. Cabarrus (NC), County of, North Carolina
2782. Caldwell (NC), County of, North Carolina
2783. Camden (NC), County of, North Carolina
2784. Canton (NC), City of, North Carolina
2785. Carteret (NC), County of, North Carolina
2786. Caswell (NC), County of, North Carolina
2787. Catawba (NC), County of, North Carolina
2788. Chatham (NC), County of, North Carolina
2789. Cherokee (NC), County of, North Carolina
2790. Chowan (NC), County of, North Carolina
2791. Cleveland (NC), County of, North Carolina
2792. Columbus (NC), County of, North Carolina
2793. Craven (NC), County of, North Carolina
2794. Cumberland (NC), County of, North Carolina
2795. Currituck (NC), County of, North Carolina
2796. Dare (NC), County of, North Carolina
2797. Davidson (NC), County of, North Carolina
2798. Davie (NC), County of, North Carolina
2799. Duplin (NC), County of, North Carolina
2800. Durham (NC), County of, North Carolina
2801. Fayetteville (NC), City Of, North Carolina
2802. Forsyth (NC), County of, North Carolina
2803. Franklin (NC), County of, North Carolina
2804. Gaston (NC), County of, North Carolina
2805. Granville (NC), County of, North Carolina
2806. Greene (NC), County of, North Carolina
2807. Greensboro (NC), City of, North Carolina
2808. Guilford (NC), County of, North Carolina
2809. Halifax (NC), County of, North Carolina
2810. Haywood (NC), County of, North Carolina
2811. Henderson (NC), City of, North Carolina
2812. Hickory (NC), City of, North Carolina
2813. Iredell (NC) County of, North Carolina
2814. Jacksonville (NC), City of, North Carolina
2815. Jones (NC), County of, North Carolina
2816. Lee (NC), County of, North Carolina
2817. Lenoir (NC), County of, North Carolina
2818. Lincoln (NC), County of, North Carolina
2819. Madison (NC), County of, North Carolina
2820. Martin (NC), County of, North Carolina
2821. McDowell (NC), County of, North Carolina
2822. Mecklenburg (NC), County of, North Carolina
2823. Mitchell (NC), County of, North Carolina
2824. Moore (NC), County of, North Carolina
2825. New Hanover (NC), County of, North Carolina
2826. Onslow (NC), County of, North Carolina
2827. Orange (NC), County of, North Carolina
2828. Pamlico (NC), County of, North Carolina
2829. Pasquotank (NC), County of, North Carolina
2830. Person (NC), County of, North Carolina
2831. Pitt (NC), County of, North Carolina
2832. Polk (NC), County of, North Carolina
2833. Randolph (NC), County of, North Carolina
2834. Richmond (NC), County of, North Carolina
2835. Robeson (NC), County of, North Carolina

2836. Rockingham (NC), County of, North Carolina
2837. Rowan (NC), County of, North Carolina
2838. Rutherford (NC), County of, North Carolina
2839. Sampson (NC), County of, North Carolina
2840. Scotland (NC), County of, North Carolina
2841. Stokes (NC), County of, North Carolina
2842. Surry (NC), County of, North Carolina
2843. Tyrrell (NC), County of, North Carolina
2844. Vance (NC), County of, North Carolina
2845. Warren (NC), County of, North Carolina
2846. Washington (NC), County of, North Carolina
2847. Watauga (NC), County of, North Carolina
2848. Wayne (NC), County of, North Carolina
2849. Wilkes (NC), County of, North Carolina
2850. Wilmington (NC), City of, North Carolina
2851. Winston-Salem (NC), City of, North Carolina
2852. Yadkin (NC), County of, North Carolina
2853. Yancey (NC), County of, North Carolina
2854. Barnes (ND), County of, North Dakota
2855. Benson (ND), County of, North Dakota
2856. Bismarck (ND), City of, North Dakota
2857. Burleigh (ND), County of, North Dakota
2858. Cass (ND), County of, North Dakota
2859. Devils Lake (ND), City of, North Dakota
2860. Dickey (ND), County of, North Dakota
2861. Dunn (ND), County of, North Dakota
2862. Eddy (ND), County of, North Dakota
2863. Fargo (ND), City of, North Dakota
2864. Foster (ND), County of, North Dakota
2865. Grand Forks (ND), City of, North Dakota
2866. Grand Forks (ND), County of, North Dakota
2867. Lamoure (ND), County of, North Dakota
2868. Lisbon (ND), City of, North Dakota
2869. McKenzie (ND), County of, North Dakota
2870. McLean (ND), County of, North Dakota
2871. Mercer (ND), County of, North Dakota
2872. Mountrail (ND), County of, North Dakota
2873. Pembina (ND), County of, North Dakota
2874. Pierce (ND), County of, North Dakota
2875. Ramsey (ND), County of, North Dakota
2876. Ransom (ND), County of, North Dakota
2877. Richland (ND), County of, North Dakota
2878. Rolette (ND), County of, North Dakota
2879. Sargent (ND), County of, North Dakota
2880. Stark (ND), County of, North Dakota
2881. Towner (ND), County of, North Dakota
2882. Walsh (ND), County of, North Dakota
2883. Ward (ND), County of, North Dakota
2884. Wells (ND), County of, North Dakota
2885. Williams (ND), County of, North Dakota
2886. Adams (OH), County of (Board of Commissioners), Ohio
2887. Akron (OH), City of, Ohio
2888. Allen (OH), County of (Board of Commissioners), Ohio
2889. Alliance (OH), City of, Ohio
2890. Ashland (OH), City of, Ohio
2891. Ashland (OH), County of (Board of Commissioners), Ohio
2892. Ashtabula (OH), County of, Ohio
2893. Athens (OH), County of (Board of Commissioners), Ohio
2894. Auglaize (OH), County of (Board of Commissioners), Ohio
2895. Aurora (OH), City of, Ohio
2896. Barberton (OH), City of, Ohio
2897. Belmont (OH), County of (Board of Commissioners), Ohio
2898. Boston (OH), Township of, Ohio
2899. Boston Heights (OH), Village of, Ohio
2900. Broadview Heights (OH), City of, Ohio
2901. Brooklyn Heights (OH), Village of, Ohio
2902. Brown (OH), County of (Board of Commissioners), Ohio
2903. Brunswick (OH), City of, Ohio
2904. Butler (OH), County of (Board of Commissioners), Ohio
2905. Canton (OH), City of, Ohio
2906. Carroll (OH), County of (Board of Commissioners), Ohio
2907. Champaign (OH), County of (Board of Commissioners), Ohio
2908. Cincinnati (OH), City of, Ohio
2909. Clermont (OH), County of (Board of Commissioners), Ohio
2910. Cleveland (OH), City of, Ohio
2911. Clinton (OH), County of (Board of Commissioners), Ohio
2912. Clinton (OH), Village of, Ohio
2913. Columbiana (OH), County of (Board of Commissioners), Ohio
2914. Columbus (OH), City of, Ohio
2915. Copley (OH), Township of, Ohio
2916. Coshocton (OH), County of (Board of Commissioners), Ohio
2917. Coventry (OH), Township of, Ohio
2918. Crawford (OH), County of (Board of Commissioners), Ohio
2919. Cuyahoga Falls (OH), City of, Ohio
2920. Darke (OH), County of (Commissioners), Ohio

2921. Dayton (OH), City of, Ohio
2922. Delaware (OH), County of (Board of Commissioners), Ohio
2923. East Cleveland (OH), City of, Ohio
2924. Elyria (OH), City of, Ohio
2925. Erie (OH), County of (Board of Commissioners), Ohio
2926. Euclid (OH), City of, Ohio
2927. Fairfield (OH), City of, Ohio
2928. Fairfield (OH), County of (Board of Commissioners), Ohio
2929. Fairlawn (OH), City of, Ohio
2930. Fayette (OH), County of, Ohio
2931. Findlay (OH), City of, Ohio
2932. Fostoria (OH), City of, Ohio
2933. Franklin (OH), County of (Board of Commissioners), Ohio
2934. Fulton (OH), County of (Board of Commissioners), Ohio
2935. Gallia (OH), County of (Board of Commissioners), Ohio
2936. Garfield Heights (OH), City of, Ohio
2937. Geauga (OH), County of (Commissioners), Ohio
2938. Green (OH), City of, Ohio
2939. Guernsey (OH), County of (Board of Commissioners), Ohio
2940. Hamilton (OH), City of, Ohio
2941. Hamilton (OH), County of (Board of Commissioners), Ohio
2942. Hancock (OH), County of (Board of Commissioners), Ohio
2943. Harrison (OH), County of (Commissioners), Ohio
2944. Hocking (OH), County of (Board of Commissioners), Ohio
2945. Huron (OH), City of, Ohio
2946. Huron (OH), County of (Board of Commissioners), Ohio
2947. Ironton (OH), City of, Ohio
2948. Jackson (OH), County of (Board of Commissioners), Ohio
2949. Jefferson (OH), County of, Ohio
2950. Kent (OH), City of, Ohio
2951. Knox (OH), County of (Board of Commissioners), Ohio
2952. Lake (OH), County of, Ohio
2953. Lakemore (OH), Village of, Ohio
2954. Lakewood (OH), City of, Ohio
2955. Lawrence (OH), County of (Board of Commissioners), Ohio
2956. Lebanon (OH), City of, Ohio
2957. Licking (OH), County (Board of Commissioners), Ohio
2958. Lima (OH), City of, Ohio
2959. Logan (OH), County of (Board of Commissioners), Ohio
2960. Lorain (OH), City of, Ohio
2961. Lorain (OH), County of, Ohio
2962. Lucas (OH), County of (Board of Commissioners), Ohio
2963. Lucas County Children Services Board of Trustees (OH), Ohio
2964. Lyndhurst (OH), City of, Ohio
2965. Macedonia (OH), City of, Ohio
2966. Mansfield (OH), City of, Ohio
2967. Marietta (OH), City of, Ohio
2968. Marion (OH), County of, Ohio
2969. Massillon (OH), City of, Ohio
2970. Mayfield Heights (OH), City of, Ohio
2971. Medina (OH), County of, Ohio
2972. Meigs (OH), County of, Ohio
2973. Mental Health & Recovery Services Board of Allen, Auglaize, and Hardin Counties (OH), Ohio
2974. Mental Health & Recovery Services Board of Lucas County (OH), Ohio
2975. Mercer (OH), County of (Board of Commissioners), Ohio
2976. Miami (OH), County of (Board of Commissioners), Ohio
2977. Middletown (OH), City of, Ohio
2978. Mogadore (OH), Village of, Ohio
2979. Monroe (OH), County of (Board of Commissioners), Ohio
2980. Montgomery (OH), County of (Board of Commissioners), Ohio
2981. Morrow (OH), County of (Board of Commissioners), Ohio
2982. Munroe Falls (OH), City of, Ohio
2983. Muskingum (OH), County of (Board of Commissioners), Ohio
2984. New Franklin (OH), City of, Ohio
2985. Newburgh Heights (OH), Village of, Ohio
2986. Noble (OH), County of (Commissioners), Ohio
2987. North Olmsted (OH), City of, Ohio
2988. North Ridgeville (OH), City of, Ohio
2989. North Royalton (OH), City of, Ohio
2990. Norton (OH), City of, Ohio
2991. Norwalk (OH), City of, Ohio
2992. Olmsted Falls (OH), City of, Ohio
2993. Ottawa (OH), County of (Board of Commissioners), Ohio
2994. Painesville (OH), Township of, Ohio

2995. Parma (OH), City of, Ohio
2996. Parma Heights (OH), City of, Ohio
2997. Peninsula (OH), Village of, Ohio
2998. Perry (OH), County of (Board of Commissioners), Ohio
2999. Pike (OH), County of (Board), Ohio
3000. Portage (OH), County of, Ohio
3001. Portsmouth (OH), City of, Ohio
3002. Ravenna (OH), City of, Ohio
3003. Richfield (OH), Village of, Ohio
3004. Richland (OH), County Children's Services of, Ohio
3005. Ross (OH), County of, Ohio
3006. Sandusky (OH), City of, Ohio
3007. Sandusky (OH), County of (Commissioners), Ohio
3008. Scioto (OH), County of (Board of Commissioners), Ohio
3009. Seneca (OH), County of (Board of Commissioners), Ohio
3010. Seven Hills (OH), City of, Ohio
3011. Shelby (OH), County of (Board of Commissioners), Ohio
3012. Silver Lake (OH), Village of, Ohio
3013. Springfield (OH), Township of, Ohio
3014. St. Marys (OH), City of, Ohio
3015. Stark (OH), County of, Ohio
3016. Stow (OH), City of, Ohio
3017. Strongsville (OH), City of, Ohio
3018. Tallmadge (OH), City of, Ohio
3019. Toledo (OH), City of, Ohio
3020. Trumbull (OH), County of, Ohio
3021. Tuscarawas (OH), County of, Ohio
3022. Valley Fire District (OH), Ohio
3023. Van Wert (OH), City of, Ohio
3024. Van Wert (OH), County of (Board of Commissioners), Ohio
3025. Vinton County (OH), County of (Board of Commissioners), Ohio
3026. Warren (OH), City of, Ohio
3027. Warrensville Heights (OH), City of, Ohio
3028. Washington (OH), County of, Ohio
3029. Wayne (OH), County of (Board of Commissioners), Ohio
3030. Wickliffe (OH), City of, Ohio
3031. Williams (OH), County of (Commissioners), Ohio
3032. Wyandot (OH), County of (Board of Commissioners), Ohio
3033. Youngstown (OH), City of, Ohio
3034. Ada, (OK), City of, Oklahoma
3035. Altus (OK), City of, Oklahoma
3036. Anadarko (OK), City of, Oklahoma
3037. Atoka (OK), County of (Board of Commissioners), Oklahoma
3038. Beckham (OK), County of (Board of Commissioners), Oklahoma
3039. Bethany (OK), City of, Oklahoma
3040. Broken Arrow (OK), City of, Oklahoma
3041. Burns Flat (OK), Town of, Oklahoma
3042. Caddo (OK), County of (Board of Commissioners), Oklahoma
3043. Choctaw (OK), County of (Board of Commissioners), Oklahoma
3044. Cimarron (OK), County of (Board of Commissioners), Oklahoma
3045. Cleveland (OK), County of (Board of Commissioners), Oklahoma
3046. Coal (OK), County of (Board of Commissioners), Oklahoma
3047. Comanche (OK), County of (Board of Commissioners), Oklahoma
3048. Craig (OK), County of (County Commission), Oklahoma
3049. Creek (OK), County of (County Commission), Oklahoma
3050. Custer (OK), County of (Board of Commissioners), Oklahoma
3051. Delaware (OK), County of (Board of Commissioners), Oklahoma
3052. Dewey County (OK), County of (Board of Commissioners), Oklahoma
3053. Edmond (OK), City of, Oklahoma
3054. El Reno (OK), City of, Oklahoma
3055. Elk City (OK), City of, Oklahoma
3056. Enid (OK), City of, Oklahoma
3057. Garvin (OK), County of (Board of Commissioners), Oklahoma
3058. Grady (OK), County of (Board of Commissioners), Oklahoma
3059. Greer (OK), County of (Board of Commissioners), Oklahoma
3060. Guthrie (OK), City of, Oklahoma
3061. Harmon (OK), County of (Board of Commissioners), Oklahoma
3062. Harper County (OK), County of (Board of Commissioners), Oklahoma
3063. Haskell County (OK), County of (Board of Commissioners), Oklahoma
3064. Hughes (OK), County of (Board of Commissioners), Oklahoma
3065. Jackson (OK), County of (Board of Commissioners), Oklahoma
3066. Jefferson (OK), County of (Board of Commissioners), Oklahoma
3067. Jenks (OK), City of, Oklahoma

3068. Johnston County (OK), County of (Board of Commissioners), Oklahoma
3069. Kay (OK), County of (Commissioners), Oklahoma
3070. Kiowa (OK), County of (Board of Commissioners), Oklahoma
3071. Latimer (OK), County of (Board of Commissioners), Oklahoma
3072. Lawton (OK), City of, Oklahoma
3073. Le Flore (OK), County of (Board of Commissioners), Oklahoma
3074. Lincoln (OK), County of (Board of Commissioners), Oklahoma
3075. Logan County (OK), County of (Board of Commissioners), Oklahoma
3076. Love County (OK), County of (Board of Commissioners), Oklahoma
3077. Major County (OK), County of (Board of Commissioners), Oklahoma
3078. Mayes (OK), County of (County Commission), Oklahoma
3079. McClain (OK), County of (Board of Commissioners), Oklahoma
3080. McCurtain (OK), County of (Board of Commissioners), Oklahoma
3081. Midwest City (OK), City of, Oklahoma
3082. Muskogee (OK), City of, Oklahoma
3083. Muskogee (OK), County of (Board of Commissioners), Oklahoma
3084. Mustang (OK), City of, Oklahoma
3085. Noble (OK), County of (Commissioners), Oklahoma
3086. Nowata (OK), County of, Oklahoma
3087. Okfuskee (OK), County of (Board of Commissioners), Oklahoma
3088. Oklahoma (OK), County of (Board of Commissioners), Oklahoma
3089. Oklahoma City (OK), City of, Oklahoma
3090. Okmulgee (OK), County of (County Commission), Oklahoma
3091. Osage County (OK), County of (Board of Commissioners), Oklahoma
3092. Ottawa (OK), County of (Board of Commissioners), Oklahoma
3093. Owasso (OK), City of, Oklahoma
3094. Pawnee (OK), County of (Board of Commissioners), Oklahoma
3095. Payne (OK), County of (County Commission), Oklahoma
3096. Pittsburg (OK), County of (Board of Commissioners), Oklahoma
3097. Ponca City (OK), City of, Oklahoma
3098. Pottawatomie (OK), County of (Board of Commissioners), Oklahoma
3099. Roger Mills (OK), County of (Board of Commissioners), Oklahoma
3100. Rogers (OK), County of (County Commission), Oklahoma
3101. Seminole (OK), City of, Oklahoma
3102. Seminole (OK), County of (Board of Commissioners), Oklahoma
3103. Shawnee (OK), City of, Oklahoma
3104. Stephens (OK), County of (Board of Commissioners), Oklahoma
3105. Stillwater (OK), City of, Oklahoma
3106. Texas (OK), County of (Board of Commissioners), Oklahoma
3107. Tillman (OK), County of (Board of Commissioners), Oklahoma
3108. Tulsa (OK), City of, Oklahoma
3109. Tulsa (OK), County of (Board of Commissioners), Oklahoma
3110. Washington (OK), County of (County Commission), Oklahoma
3111. Woods County (OK), County of (Board of Commissioners), Oklahoma
3112. Woodward (OK), County of (Board of Commissioners), Oklahoma
3113. Yukon (OK), City of, Oklahoma
3114. Clackamas (OR), County of, Oregon
3115. Clatsop (OR), County of, Oregon
3116. Columbia (OR), County of, Oregon
3117. Coos (OR), County of, Oregon
3118. Curry (OR), County of, Oregon
3119. Jackson (OR), County of, Oregon
3120. Josephine (OR), County of, Oregon
3121. Lane (OR), County of, Oregon
3122. Multnomah (OR), County of, Oregon
3123. Portland (OR), City of, Oregon
3124. Washington (OR), County of, Oregon
3125. Yamhill (OR), County of, Oregon
3126. Adams (PA), County of, Pennsylvania
3127. Aliquippa (PA), City of, Pennsylvania
3128. Allegheny, (PA), County of, Pennsylvania
3129. Allentown (PA), City of, Pennsylvania
3130. Armstrong (PA), County of, Pennsylvania
3131. Beaver (PA), County of, Pennsylvania
3132. Bedford (PA), County of, Pennsylvania
3133. Bensalem (PA), Township of, Pennsylvania
3134. Berks (PA) County of (District Attorney John Adams), Pennsylvania
3135. Bradford (PA), County of, Pennsylvania
3136. Bristol (PA), Township, Pennsylvania
3137. Bucks (PA), County of, Pennsylvania
3138. Cambria (PA), County of, Pennsylvania

3139. Carbon (PA), County of, Pennsylvania
3140. Chester (PA), County of, Pennsylvania
3141. Clarion (PA), County of, Pennsylvania
3142. Clearfield (PA), County of, Pennsylvania
3143. Clinton (PA), County of, Pennsylvania
3144. Coatesville (PA), City of, Pennsylvania
3145. Columbia (PA), County of, Pennsylvania
3146. Cumberland (PA), County of, Pennsylvania
3147. Dauphin (PA) County, of (District Attorney Francis Chardo), Pennsylvania
3148. Delaware (PA), County of, Pennsylvania
3149. Edwardsville (PA), Borough of, Pennsylvania
3150. Erie (PA), County of, Pennsylvania
3151. Exeter (PA), Borough of, Pennsylvania
3152. Fairview (PA), Township of, Pennsylvania
3153. Fayette (PA), County of, Pennsylvania
3154. Forty Fort (PA), Borough of, Pennsylvania
3155. Franklin (PA), County of, Pennsylvania
3156. Greene (PA), County of, Pennsylvania
3157. Hanover (PA), Township of, Pennsylvania
3158. Hazleton (PA), City of, Pennsylvania
3159. Huntingdon (PA), County of, Pennsylvania
3160. Indiana (PA), County of, Pennsylvania
3161. Kingston (PA), Borough of, Pennsylvania
3162. Lackawanna (PA), County of, Pennsylvania
3163. Lawrence (PA), County of, Pennsylvania
3164. Lehigh (PA), County of, Pennsylvania
3165. Lock Haven (PA), City of, Pennsylvania
3166. Lower Makefield (PA), Township of, Pennsylvania
3167. Lower Southampton (PA), Township of, Pennsylvania
3168. Luzerne (PA), County of, Pennsylvania
3169. Lycoming (PA), County of, Pennsylvania
3170. Mercer (PA), County of, Pennsylvania
3171. Middletown (PA), Township of, Pennsylvania
3172. Monroe (PA), County of, Pennsylvania
3173. Morrisville (PA), Borough of, Pennsylvania
3174. Nanticoke (PA), City of, Pennsylvania
3175. New Castle (PA), City of, Pennsylvania
3176. Newtown (PA), Township of, Pennsylvania
3177. Norristown (PA), Municipality of, Pennsylvania
3178. Northampton (PA) County of (District Attorney Terence Houck), Pennsylvania
3179. Northumberland (PA), County of, Pennsylvania
3180. Philadelphia (PA), City of, Pennsylvania
3181. Pike (PA), County of, Pennsylvania
3182. Pittsburgh (PA), City of, Pennsylvania
3183. Plains (PA), Township, Pennsylvania
3184. Schuylkill (PA), County of, Pennsylvania
3185. Sugar Notch (PA), Borough, Pennsylvania
3186. Tioga (PA), County of, Pennsylvania
3187. Union (PA), Township of, Pennsylvania
3188. Warminster (PA), Township of, Pennsylvania
3189. Warrington (PA), Township of, Pennsylvania
3190. Washington (PA), County of, Pennsylvania
3191. West Norriton (PA), Township of, Pennsylvania
3192. West Pittston (PA), Borough of, Pennsylvania
3193. Westmoreland (PA), County of, Pennsylvania
3194. Wilkes-Barre (PA), City of, Pennsylvania
3195. Wilkes-Barre (PA), Township, Pennsylvania
3196. Wright (PA), Township of, Pennsylvania
3197. Wyoming (PA), Borough of, Pennsylvania
3198. Wyoming (PA), County of, Pennsylvania
3199. York (PA), County of, Pennsylvania
3200. Adjuntas (PR), Municipality of, Puerto Rico
3201. Arroyo (PR), Municipality of, Puerto Rico
3202. Barceloneta (PR), Municipality of, Puerto Rico
3203. Bayamon (PR), Municipality of, Puerto Rico
3204. Caguas (PR), Municipality of, Puerto Rico
3205. Canovanas Puerto Rico (PR), Municipality of, Puerto Rico
3206. Catano (PR), Municipality of, Puerto Rico
3207. Cayey (PR), Municipality of, Puerto Rico
3208. Ceiba (PR), Municipality of, Puerto Rico
3209. Cidra (PR), Municipality of, Puerto Rico
3210. Coamo (PR), Municipality of, Puerto Rico
3211. Guayanilla (PR), Municipality of, Puerto Rico
3212. Isla de Vieques (PR), Municipality of, Puerto Rico
3213. Juncos (PR), Municipality of, Puerto Rico
3214. Loiza (PR), Municipality of, Puerto Rico
3215. Rio Grande (PR), Municipality of, Puerto Rico
3216. Sabana Grande (PR), Municipality of, Puerto Rico
3217. San Juan (PR), Municipality of, Puerto Rico
3218. Vega Alta (PR), Municipality of, Puerto Rico

3219. Villalba (PR), Municipality of, Puerto Rico
3220. Yabucoa (PR), Municipality of, Puerto Rico
3221. Barrington (RI), Town of, Rhode Island
3222. Bristol (RI), Town of, Rhode Island
3223. Burrillville (RI), Town of, Rhode Island
3224. Central Falls (RI), City of, Rhode Island
3225. Charlestown (RI), Town of, Rhode Island
3226. Coventry (RI), Town of, Rhode Island
3227. Cranston (RI), City of, Rhode Island
3228. Cumberland (RI), Town of, Rhode Island
3229. East Greenwich (RI), Town of, Rhode Island
3230. East Providence (RI), City of, Rhode Island
3231. Foster (RI), Town of, Rhode Island
3232. Glocester (RI), Town of, Rhode Island
3233. Hopkinton (RI), Town of, Rhode Island
3234. Jamestown (RI), Town of, Rhode Island
3235. Johnston (RI), Town of, Rhode Island
3236. Middletown (RI), Town of, Rhode Island
3237. Narragansett (RI), Town of, Rhode Island
3238. Newport (RI), City of, Rhode Island
3239. North Kingstown (RI), Town of, Rhode Island
3240. North Providence (RI), Town of, Rhode Island
3241. Pawtucket (RI), City of, Rhode Island
3242. Portsmouth (RI), Town of, Rhode Island
3243. Providence (RI), City of, Rhode Island
3244. Richmond (RI), Town of, Rhode Island
3245. Scituate (RI), Town of, Rhode Island
3246. Smithfield (RI), Town of, Rhode Island
3247. South Kingstown (RI), Town of, Rhode Island
3248. Warren (RI), Town of, Rhode Island
3249. Warwick (RI), City of, Rhode Island
3250. West Greenwich (RI), Town of, Rhode Island
3251. West Warwick (RI), Town of, Rhode Island
3252. Westerly (RI), Town of, Rhode Island
3253. Woonsocket (RI), City of, Rhode Island
3254. Abbeville (SC), County of, South Carolina
3255. Aiken (SC), County of, South Carolina
3256. Allendale (SC), County of, South Carolina
3257. Anderson, (SC), County of, South Carolina
3258. Bamberg (SC), County of, South Carolina
3259. Barnwell (SC), County of, South Carolina
3260. Beaufort (SC), County of, South Carolina
3261. Berkeley (SC), County of, South Carolina
3262. Calhoun (SC), County of, South Carolina
3263. Charleston (SC), City of, South Carolina
3264. Charleston (SC), County of, South Carolina
3265. Cherokee (SC), County of, South Carolina
3266. Chester (SC), City of, South Carolina
3267. Chester (SC), County of, South Carolina
3268. Chesterfield (SC), County of, South Carolina
3269. Clarendon (SC), County of, South Carolina
3270. Colleton (SC), County of, South Carolina
3271. Columbia (SC), City of, South Carolina
3272. Dillon (SC), County of, South Carolina
3273. Dorchester (SC), County of, South Carolina
3274. Edgefield (SC), County, South Carolina
3275. Fairfield (SC) County of, South Carolina
3276. Florence (SC), County of, South Carolina
3277. Georgetown (SC), City of, South Carolina
3278. Georgetown (SC), County of, South Carolina
3279. Greenville (SC), County of, South Carolina
3280. Greenwood (SC), County of, South Carolina
3281. Hampton (SC), County of, South Carolina
3282. Horry (SC), County of, South Carolina
3283. Jasper (SC), County of, South Carolina
3284. Kershaw (SC) County Hospital Board, South Carolina
3285. Kershaw (SC), County of, South Carolina
3286. Lancaster (SC), County of, South Carolina
3287. Laurens (SC), County of, South Carolina
3288. Lee (SC), County of, South Carolina
3289. Lexington County (SC), South Carolina
3290. Marion (SC), County of, South Carolina
3291. Marlboro (SC), County of, South Carolina
3292. McCormick (SC), County of, South Carolina
3293. Mt. Pleasant (SC), Town of, South Carolina
3294. Myrtle Beach (SC), City of, South Carolina
3295. Newberry (SC), County of, South Carolina
3296. North Charleston (SC), City of, South Carolina
3297. Oconee (SC), County of, South Carolina
3298. Orangeburg (SC), City of, South Carolina
3299. Orangeburg (SC), County of, South Carolina
3300. Pickens (SC) County of, South Carolina
3301. Richland (SC), County of, South Carolina
3302. Saluda (SC), County of, South Carolina
3303. Spartanburg (SC), County of, South Carolina
3304. Summerville (SC), Town of, South Carolina
3305. Sumter (SC), County of, South Carolina
3306. Union (SC), County of, South Carolina

3307. Williamsburg (SC) County of, South Carolina
3308. York (SC), County of, South Carolina
3309. Pennington (SD), County of, South Dakota
3310. Alexandria (TN), Town of, Tennessee
3311. Algood (TN), City of, Tennessee
3312. Ardmore (TN), City of, Tennessee
3313. Arlington (TN), Town of, Tennessee
3314. Auburntown (TN), Town of, Tennessee
3315. Baxter (TN), Town of, Tennessee
3316. Bedford (TN), County of, Tennessee
3317. Bell Buckle (TN), Town of, Tennessee
3318. Blount (TN), County of, Tennessee
3319. Byrdstown (TN), Town of, Tennessee
3320. Campbell (TN), County of, Tennessee
3321. Cannon (TN), County of, Tennessee
3322. Celina (TN), City of, Tennessee
3323. Centertown (TN), Town of, Tennessee
3324. Centerville (TN), Town of, Tennessee
3325. Chapel Hill (TN), Town of, Tennessee
3326. Claiborne (TN), County of, Tennessee
3327. Clarksville (TN), City of, Tennessee
3328. Clay (TN), County of, Tennessee
3329. Clifton (TN), City of, Tennessee
3330. Collinwood (TN), City of, Tennessee
3331. Columbia (TN), City of, Tennessee
3332. Cookeville (TN), City of, Tennessee
3333. Cornersville (TN), Town of, Tennessee
3334. Crab Orchard (TN), City of, Tennessee
3335. Crockett (TN), County of, Tennessee
3336. Crossville (TN), City of, Tennessee
3337. Cumberland (TN), County of, Tennessee
3338. Dandridge (TN), Town of, Tennessee
3339. Decatur (TN), County of, Tennessee
3340. Decatur (TN), Town of, Tennessee
3341. Dekalb (TN), County of, Tennessee
3342. Dowelltown (TN), Town of, Tennessee
3343. Doyle (TN), Town of, Tennessee
3344. Eagleville (TN), City of, Tennessee
3345. Elkton (TN), City of, Tennessee
3346. Ethridge (TN), Town of, Tennessee
3347. Fayetteville (TN), City of, Tennessee
3348. Fentress (TN), County of, Tennessee
3349. Gatlinburg (TN) City of, Tennessee
3350. Germantown (TN), City of, Tennessee
3351. Giles (TN), County of, Tennessee
3352. Greene (TN), County of, Tennessee
3353. Hamilton (TN), County of, Tennessee
3354. Hancock (TN), County of, Tennessee
3355. Hawkins (TN), County of, Tennessee
3356. Haywood (TN), County of, Tennessee
3357. Henderson (TN), County of, Tennessee
3358. Iron City (TN), City of, Tennessee
3359. Jefferson (TN), County of, Tennessee
3360. Johnson (TN), County of, Tennessee
3361. La Vergne (TN), City of, Tennessee
3362. Lauderdale (TN), County of, Tennessee
3363. Lawrence (TN), County of, Tennessee
3364. Lawrenceburg (TN), City of, Tennessee
3365. Lewisburg (TN), City of, Tennessee
3366. Lexington (TN), City of, Tennessee
3367. Liberty (TN), Town of, Tennessee
3368. Lincoln (TN), County of, Tennessee
3369. Livingston (TN), Town of, Tennessee
3370. Loretto (TN), City of, Tennessee
3371. Lynchburg, Moore County Metropolitan Government (TN), Tennessee
3372. Lynnville (TN), Town of, Tennessee
3373. Madison (TN), County of, Tennessee
3374. Marshall (TN), County of, Tennessee
3375. Maryville (TN), City of, Tennessee
3376. McMinnville (TN), City of, Tennessee
3377. Memphis (TN), City of, Tennessee
3378. Millington (TN), City of, Tennessee
3379. Minor Hill (TN), City of, Tennessee
3380. Monterey (TN), Town of, Tennessee
3381. Montgomery (TN), County of, Tennessee
3382. Morgan (TN), County of, Tennessee
3383. Morrison (TN), Town of, Tennessee
3384. Mount Pleasant (TN), City of, Tennessee
3385. Murfreesboro (TN), City of, Tennessee
3386. Nashville and Davidson County (TN), Government of, Tennessee
3387. Normandy (TN), Town of, Tennessee
3388. Obion (TN), County of, Tennessee
3389. Overton (TN), County of, Tennessee
3390. Petersburg (TN), Town of, Tennessee
3391. Pickett (TN), County of, Tennessee
3392. Pigeon Forge (TN), City of, Tennessee
3393. Pleasant Hill (TN), Town of, Tennessee
3394. Pulaski (TN), City of, Tennessee
3395. Putnam (TN), County of, Tennessee
3396. Ripley (TN), City of, Tennessee
3397. Rutherford (TN), County of, Tennessee
3398. Scott (TN), County, Tennessee
3399. Shelby (TN), County of (Board of Commissioners), Tennessee
3400. Shelbyville (TN), City of, Tennessee
3401. Smith (TN), County of, Tennessee
3402. Smithville (TN), City of, Tennessee
3403. Smyrna (TN), Town of, Tennessee
3404. Sparta (TN), City of, Tennessee
3405. Spencer (TN), Town of, Tennessee
3406. Spring Hill (TN), City of, Tennessee
3407. St. Joseph (TN), City of, Tennessee
3408. Sumner (TN), County of, Tennessee

3409. Van Buren (TN), County of, Tennessee
3410. Viola (TN), Town of, Tennessee
3411. Warren (TN), County of, Tennessee
3412. Wartrace (TN), Town of, Tennessee
3413. Washington (TN), County of, Tennessee
3414. Wayne (TN), County of, Tennessee
3415. Waynesboro (TN), City of, Tennessee
3416. White (TN), County of, Tennessee
3417. Williamson (TN), County of, Tennessee
3418. Woodbury (TN), Town of, Tennessee
3419. Angelina (TX), County of, Texas
3420. Bailey (TX), County of, Texas
3421. Bastrop (TX), County of, Texas
3422. Bexar (TX), County of, Texas
3423. Bexar County Hospital District d/b/a University Health System (TX), Texas
3424. Bowie (TX), County of, Texas
3425. Brazos (TX), County of, Texas
3426. Brooks (TX), County of, Texas
3427. Burleson (TX), County of, Texas
3428. Burnet (TX), County of, Texas
3429. Caldwell (TX), County of, Texas
3430. Calhoun (TX), County of, Texas
3431. Cameron (TX), County of, Texas
3432. Camp (TX), County of, Texas
3433. Cass (TX), County of, Texas
3434. Castro (TX), County of, Texas
3435. Cherokee (TX), County of, Texas
3436. Childress (TX), County of, Texas
3437. Clay (TX), County of, Texas
3438. Colorado (TX), County of, Texas
3439. Cooke (TX), County of, Texas
3440. Dallas (TX), County of, Texas
3441. Dallas County Hospital District d/b/a Parkland Health & Hospital System (TX), Texas
3442. Delta (TX), County of, Texas
3443. Dimmit (TX), County of, Texas
3444. Duval (TX), County of, Texas
3445. Eagle Pass (TX), City of, Texas
3446. Ector (TX), County of, Texas
3447. El Paso (TX), County of, Texas
3448. Ellis (TX), County of, Texas
3449. Falls (TX), County of, Texas
3450. Fannin (TX), County of, Texas
3451. Fort Bend (TX), County of, Texas
3452. Franklin (TX), County of, Texas
3453. Freestone (TX), County of, Texas
3454. Galveston (TX), County of, Texas
3455. Grayson (TX), County of, Texas
3456. Guadalupe (TX), County of, Texas
3457. Guadalupe Valley Hospital a/k/a Guadalupe Regional Medical Center (TX), Texas
3458. Harris (TX), County of, Texas
3459. Harris County Hospital District d/b/a Harris Health System (TX), Texas
3460. Harrison (TX), County of, Texas
3461. Haskell (TX), County of, Texas
3462. Hays (TX), County of, Texas
3463. Henderson (TX), County of, Texas
3464. Hidalgo (TX), County of, Texas
3465. Hopkins (TX), County of, Texas
3466. Houston (TX), City of, Texas
3467. Houston (TX), County of, Texas
3468. Irving Independent School District (TX), Texas
3469. Jasper (TX), County of, Texas
3470. Jefferson (TX), County of, Texas
3471. Jim Hogg (TX), County of, Texas
3472. Jim Wells (TX), County of, Texas
3473. Johnson (TX), County of, Texas
3474. Jones (TX), County of, Texas
3475. Kaufman (TX), County of, Texas
3476. Kendall (TX), County of, Texas
3477. Kerr (TX), County of, Texas
3478. Kinney (TX), County of, Texas
3479. Kleberg (TX), County of, Texas
3480. La Salle (TX), County of, Texas
3481. Lamar (TX), County of, Texas
3482. Laredo (TX), City of, Texas
3483. Leon (TX), County of, Texas
3484. Leon Valley (TX), City of, Texas
3485. Liberty (TX), County of, Texas
3486. Limestone (TX), County of, Texas
3487. Lubbock (TX), County of, Texas
3488. Madison (TX), County of, Texas
3489. Marion (TX), County of, Texas
3490. Maverick (TX), County of, Texas
3491. McLennan (TX), County of, Texas
3492. McMullen (TX), County of, Texas
3493. Milam (TX), County of, Texas
3494. Mitchell (TX), County of, Texas
3495. Montgomery (TX), County of, Texas
3496. Morris (TX), County of, Texas
3497. Nacogdoches (TX), County of, Texas
3498. Newton (TX), County of, Texas
3499. Nolan (TX), County of, Texas
3500. Nueces (TX), County of, Texas
3501. Nueces County Hospital District (TX), Texas
3502. Ochiltree County Hospital District (TX), Texas
3503. Orange (TX), County of, Texas

3504. Palo Pinto County Hospital District a/k/a Palo Pinto General Hospital (TX), Texas
3505. Panola (TX), County of, Texas
3506. Polk (TX), County of, Texas
3507. Potter (TX), County of, Texas
3508. Red River (TX), County of, Texas
3509. Roberts (TX), County of, Texas
3510. Robertson (TX), County of, Texas
3511. Rockwall (TX), County of, Texas
3512. Rusk (TX), County of, Texas
3513. San Antonio (TX), City of, Texas
3514. San Patricio (TX), County of, Texas
3515. San Saba (TX), County of, Texas
3516. Shackelford (TX), County of, Texas
3517. Shelby (TX), County of, Texas
3518. Smith (TX), County of, Texas
3519. Socorro Independent School District (TX), Texas
3520. Stephens (TX), County of, Texas
3521. Tarrant (TX), County of, Texas
3522. Tarrant County Hospital District (TX) d/b/a JPS Health Network, Texas
3523. Terrell (TX), County of, Texas
3524. Texarkana Independent School District (TX), Texas
3525. Throckmorton (TX), County of, Texas
3526. Titus (TX), County of, Texas
3527. Travis (TX), County of, Texas
3528. Trinity (TX), County of, Texas
3529. Upshur (TX), County of, Texas
3530. Uvalde (TX), County of, Texas
3531. Van Zandt (TX), County of, Texas
3532. Walker (TX), County of, Texas
3533. Waller (TX), County of, Texas
3534. Webb (TX), County of, Texas
3535. West Wharton County (TX) Hospital District, Texas
3536. Wichita (TX), County of, Texas
3537. Williamson (TX), County of, Texas
3538. Wilson (TX), County of, Texas
3539. Wilson County Memorial Hospital District (TX), Texas
3540. Wood (TX), County of, Texas
3541. Zavala (TX), County of, Texas
3542. Beaver (UT), County of, Utah
3543. Cache (UT), County of, Utah
3544. Carbon (UT), County of, Utah
3545. Daggett (UT), County of, Utah
3546. Davis (UT), County of, Utah
3547. Duchesne (UT), County of, Utah
3548. Emery (UT), County of, Utah
3549. Garfield (UT), County of, Utah
3550. Grand (UT), County of, Utah
3551. Iron (UT), County of, Utah
3552. Juab (UT), County of, Utah
3553. Kane (UT), County of, Utah
3554. Millard (UT), County of, Utah
3555. Piute (UT), County of, Utah
3556. Rich (UT), County of, Utah
3557. Salt Lake (UT), County of, Utah
3558. San Juan (UT), County of, Utah
3559. Sanpete (UT), County of, Utah
3560. Sevier (UT), County of, Utah
3561. Summit (UT), County of, Utah
3562. Tooele (UT), County of, Utah
3563. Tri-County Health Department (UT), Utah
3564. Uintah (UT), County of, Utah
3565. Utah (UT), County of, Utah
3566. Wasatch (UT), County of, Utah
3567. Washington (UT), County of, Utah
3568. Wayne (UT), County of, Utah
3569. Weber (UT), County of, Utah
3570. Bennington (VT), Town of, Vermont
3571. Brattleboro (VT), Town of, Vermont
3572. Sharon (VT), Town of, Vermont
3573. St. Albans (VT), City of, Vermont
3574. Accomack (VA), County of, Virginia
3575. Alexandria (VA), City of, Virginia
3576. Alleghany (VA), County of, Virginia
3577. Amherst (VA), County of, Virginia
3578. Arlington (VA), County of (County Board), Virginia
3579. Bland (VA), County of, Virginia
3580. Botetourt (VA), County of, Virginia
3581. Bristol (VA), City of, Virginia
3582. Buchanan (VA), County of, Virginia
3583. Buena Vista (VA), City of, Virginia
3584. Carroll (VA), County of, Virginia
3585. Charlotte (VA), County of, Virginia
3586. Chesapeake (VA), City of, Virginia
3587. Chesterfield (VA), County of, Virginia
3588. Covington (VA), City of, Virginia
3589. Culpeper (VA), County of, Virginia
3590. Cumberland (VA), County of, Virginia
3591. Danville (VA), City of, Virginia
3592. Dickenson (VA), County of, Virginia
3593. Dinwiddie (VA), County of, Virginia
3594. Emporia (VA), City of, Virginia
3595. Fairfax (VA), City of, Virginia
3596. Fairfax (VA), County of (Board of Supervisors), Virginia
3597. Fauquier (VA), County of, Virginia
3598. Floyd (VA), County of, Virginia
3599. Franklin (VA), County of, Virginia
3600. Frederick (VA), County of, Virginia
3601. Fredericksburg (VA), City of, Virginia

3602. Galax (VA), City of, Virginia
3603. Giles (VA), County of, Virginia
3604. Goochland (VA), County of, Virginia
3605. Grayson (VA), County of, Virginia
3606. Greensville (VA), County of, Virginia
3607. Halifax (VA), County of, Virginia
3608. Henrico (VA), County of, Virginia
3609. Henry (VA), County of, Virginia
3610. Hopewell (VA), City of, Virginia
3611. Isle of Wight (VA), County of, Virginia
3612. King and Queen (VA), County of, Virginia
3613. Lee (VA), County of, Virginia
3614. Lexington (VA), City of, Virginia
3615. Loudoun (VA), County of, Virginia
3616. Louisa (VA), County of, Virginia
3617. Madison (VA), County of, Virginia
3618. Martinsville (VA), City of, Virginia
3619. Mecklenburg (VA), County of, Virginia
3620. Montgomery (VA), County of, Virginia
3621. Norfolk (VA), City of, Virginia
3622. Northampton (VA), County of, Virginia
3623. Northumberland (VA), County of, Virginia
3624. Norton (VA), City of, Virginia
3625. Page (VA), County of, Virginia
3626. Patrick (VA), County of, Virginia
3627. Pittsylvania (VA), County of, Virginia
3628. Portsmouth (VA), City of, Virginia
3629. Prince George (VA), County of, Virginia
3630. Prince William (VA), County of (Board of Supervisors), Virginia
3631. Pulaski (VA), County of, Virginia
3632. Radford (VA), City of, Virginia
3633. Richlands (VA), Town of, Virginia
3634. Richmond (VA), City of, Virginia
3635. Richmond (VA), County of, Virginia
3636. Roanoke (VA), City of, Virginia
3637. Roanoke (VA), County of, Virginia
3638. Rockbridge (VA), County of, Virginia
3639. Russell (VA), County of, Virginia
3640. Salem (VA), City of, Virginia
3641. Scott (VA), County of (Board of Supervisors), Virginia
3642. Shenandoah (VA), County of, Virginia
3643. Smyth (VA), County of, Virginia
3644. Stafford (VA), County of, Virginia
3645. Tazewell (VA), County of, Virginia
3646. Virginia Beach (VA), City of, Virginia
3647. Virginia Beach (VA), City of (Sheriff), Virginia
3648. Warren (VA), County of, Virginia
3649. Washington (VA), County of, Virginia
3650. Waynesboro (VA), City of, Virginia
3651. Westmoreland (VA), County of, Virginia
3652. Winchester (VA), City of, Virginia
3653. Wise (VA), County of (Board of Supervisors), Virginia
3654. Wythe (VA), County of, Virginia
3655. Anacortes (WA), City of, Washington
3656. Bainbridge Island (WA), City of, Washington
3657. Burlington (WA), City of, Washington
3658. Chelan (WA), County of, Washington
3659. Clallam (WA), County of, Washington
3660. Clark (WA), County of, Washington
3661. Everett (WA), City of, Washington
3662. Franklin (WA), County of, Washington
3663. Island (WA), County of, Washington
3664. Jefferson (WA), County of, Washington
3665. Kent (WA), City of, Washington
3666. King (WA), County of, Washington
3667. Kirkland (WA), City of, Washington
3668. Kitsap (WA), County of, Washington
3669. Kittitas (WA), County of, Washington
3670. Lakewood (WA), City of, Washington
3671. Lewis (WA), County of, Washington
3672. Lincoln (WA), County of, Washington
3673. Mount Vernon (WA), City of, Washington
3674. Mount Vernon (WA), School District of, Washington
3675. Olympia (WA), City of, Washington
3676. Pierce (WA), County of, Washington
3677. San Juan (WA), County of, Washington
3678. Seattle (WA), City of, Washington
3679. Sedro-Woolley (WA), City of, Washington
3680. Sedro-Woolley School District (WA), Washington
3681. Skagit (WA), County of, Washington
3682. Snohomish (WA), County of, Washington
3683. Spokane (WA), City of, Washington
3684. Spokane (WA), County of, Washington
3685. Tacoma (WA), City of, Washington
3686. The La Conner School District (WA), Washington
3687. Thurston (WA), County of, Washington
3688. Vancouver (WA), City of, Washington
3689. Walla Walla (WA), County of, Washington
3690. Whatcom (WA), County of, Washington
3691. Whitman (WA), County of, Washington
3692. Adams (WI), County of, Wisconsin
3693. Ashland (WI), County of, Wisconsin
3694. Barron (WI), County of, Wisconsin
3695. Bayfield (WI), County of, Wisconsin
3696. Brown (WI), County of, Wisconsin
3697. Buffalo (WI), County of, Wisconsin
3698. Burnett (WI), County of, Wisconsin
3699. Calumet (WI), County of, Wisconsin

3700. Chippewa (WI), County of, Wisconsin
3701. Clark (WI), County of, Wisconsin
3702. Columbia (WI), County of, Wisconsin
3703. Crawford (WI), County of, Wisconsin
3704. Cudahy (WI), City of, Wisconsin
3705. Dane (WI), County of, Wisconsin
3706. Dodge (WI), County of, Wisconsin
3707. Door (WI), County of, Wisconsin
3708. Douglas (WI), County of, Wisconsin
3709. Dunn (WI), County of, Wisconsin
3710. Eau Claire (WI), County of, Wisconsin
3711. Florence (WI), County of, Wisconsin
3712. Fond du Lac (WI), County of, Wisconsin
3713. Forest (WI), County of, Wisconsin
3714. Franklin (WI), City of, Wisconsin
3715. Grant (WI), County of, Wisconsin
3716. Green (WI), County of, Wisconsin
3717. Green Lake (WI), County of, Wisconsin
3718. Greenfield (WI), City of, Wisconsin
3719. Iowa (WI), County of, Wisconsin
3720. Iron (WI), County of, Wisconsin
3721. Jackson (WI), County of, Wisconsin
3722. Janesville (WI), City of, Wisconsin
3723. Jefferson (WI), County of, Wisconsin
3724. Juneau (WI), County of, Wisconsin
3725. Kenosha (WI), City of, Wisconsin
3726. Kenosha (WI), County of, Wisconsin
3727. Kewaunee (WI), County of, Wisconsin
3728. La Crosse (WI), County of, Wisconsin
3729. Lafayette (WI), County of, Wisconsin
3730. Langlade (WI), County of, Wisconsin
3731. Lincoln (WI), County of, Wisconsin
3732. Manitowoc (WI), County of, Wisconsin
3733. Marathon (WI), County of, Wisconsin
3734. Marinette (WI), City of, Wisconsin
3735. Marinette (WI), County of, Wisconsin
3736. Marquette (WI), County of, Wisconsin
3737. Menominee (WI), County of, Wisconsin
3738. Milwaukee (WI), City of, Wisconsin
3739. Milwaukee (WI), County of, Wisconsin
3740. Monroe (WI), County of, Wisconsin
3741. Mount Pleasant (WI), Village of, Wisconsin
3742. Oak Creek (WI), City of, Wisconsin
3743. Oconto (WI), County of, Wisconsin
3744. Oneida (WI), County of, Wisconsin
3745. Outagamie (WI), County of, Wisconsin
3746. Ozaukee (WI), County of, Wisconsin
3747. Pepin (WI), County of, Wisconsin
3748. Pierce (WI), County of, Wisconsin
3749. Pleasant Prairie (WI), Village of, Wisconsin
3750. Portage (WI), County of, Wisconsin
3751. Price (WI), County of, Wisconsin
3752. Racine (WI), County of, Wisconsin
3753. Richland (WI), County of, Wisconsin
3754. Rock (WI), County of, Wisconsin
3755. Rusk (WI), County of, Wisconsin
3756. Sauk (WI), County of, Wisconsin
3757. Sawyer (WI), County of, Wisconsin
3758. Shawano (WI), County of, Wisconsin
3759. Sheboygan (WI), County of, Wisconsin
3760. South Milwaukee (WI), City of, Wisconsin
3761. St. Croix (WI), County of, Wisconsin
3762. Sturtevant (WI), Village of, Wisconsin
3763. Superior (WI), City of, Wisconsin
3764. Taylor (WI), County of, Wisconsin
3765. Trempealeau (WI), County of, Wisconsin
3766. Union Grove (WI), Village of, Wisconsin
3767. Vernon (WI), County of, Wisconsin
3768. Vilas (WI), County of, Wisconsin
3769. Walworth (WI), County of, Wisconsin
3770. Washburn (WI), County of, Wisconsin
3771. Washington (WI), County of, Wisconsin
3772. Waukesha (WI), County of, Wisconsin
3773. Waupaca (WI), County of, Wisconsin
3774. Waushara (WI), County of, Wisconsin
3775. Wauwatosa (WI), City of, Wisconsin
3776. West Allis (WI), City of, Wisconsin
3777. Winnebago (WI), County of, Wisconsin
3778. Wood (WI), County of, Wisconsin
3779. Yorkville (WI), Village of, Wisconsin
3780. Carbon (WY), County of, Wyoming
3781. Casper (WY), City of, Wyoming
3782. Cheyenne (WY), City of, Wyoming
3783. Green River (WY), City of, Wyoming
3784. Riverton (WY), City of, Wyoming
3785. Rock Springs (WY), City of, Wyoming
3786. Sweetwater (WY), County of, Wyoming

EXHIBIT D

Later Litigating Subdivision Suspension and Offset Determinations

| <u>Participation Tier</u> | <u>Per Capita Amount¹³</u> | <u>Suspension Percentage</u> | <u>Offset Cap</u> | <u>Suspension Deadline and Ending Point</u> |
|----------------------------------|--|-------------------------------------|--------------------------|--|
| 1 | \$2,500 | 66% | 66% | Earlier of (1) 6 months after denial of a motion to dismiss, (2) 12 months from filing, or (3) 6 months before final pre-trial conference, and until final judgment affirmed on appeal, including dismissal. |
| 2 | \$2,000 | 33.33% | 34% | Earlier of (1) 6 months after denial of a motion to dismiss, (2) 12 months from filing, or (3) 6 months before final pre-trial conference, and until final judgment affirmed on appeal, including dismissal. |
| 3 | \$1,500 | 27.5% | 30% | Earlier of (1) 9 months after denial of a motion to dismiss, (2) 12 months from filing, or (3) 6 months before final pre-trial conference, and until final judgment affirmed on appeal, including dismissal. |
| 4 | \$1,000 | 20% | 25% | Earlier of (1) 9 months after denial of a motion to dismiss, (2) 12 months from filing, or (3) 6 months before final pre-trial conference, and until final judgment affirmed on appeal, including dismissal. |

¹³ Population will be measured at the level of the Later Litigating Subdivision as described in Section XIV.A, Section XIV.B, and Section XIV.C.

EXHIBIT E

List of Opioid Remediation Uses

**Schedule A
Core Strategies**

States and Qualifying Block Grantees shall choose from among the abatement strategies listed in Schedule B. However, priority shall be given to the following core abatement strategies (“*Core Strategies*”).¹⁴

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.

¹⁴ 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 the 2016 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:¹⁵

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

¹⁵ As used in this Schedule B, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs.

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 of 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 medication 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 (“*PAARP*”);
 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 (“CTP”), 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. PREVENT MISUSE OF OPIOIDS

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.

EXHIBIT F

List of States and Overall Allocation Percentages

| | |
|-----------------------------|---------------|
| Alabama | 1.6419290312% |
| Alaska | 0.2584550539% |
| American Samoa | 0.0174042885% |
| Arizona | 2.3755949882% |
| Arkansas | 0.9663486633% |
| California | 9.9213830698% |
| Colorado | 1.6616291219% |
| Connecticut | 1.3343523420% |
| Delaware | 0.4900019063% |
| District of Columbia | 0.2048876457% |
| Florida | 7.0259134409% |
| Georgia | 2.7882080114% |
| Guam | 0.0509264160% |
| Hawaii | 0.3418358185% |
| Idaho | 0.5254331620% |
| Illinois | 3.3263363702% |
| Indiana | 2.2168933059% |
| Iowa | 0.7579283477% |
| Kansas | 0.8042000625% |
| Kentucky | 2.0929730531% |
| Louisiana | 1.5154431983% |
| Maine | 0.5613880586% |
| Maryland | 2.1106090494% |
| Massachusetts | 2.3035761083% |
| Michigan | 3.4020234989% |
| Minnesota | 1.2972597706% |
| Mississippi | 0.8898883053% |
| Missouri | 2.0056475170% |
| Montana | 0.3421667920% |
| N. Mariana Islands | 0.0185877315% |
| Nebraska | 0.4291907949% |
| Nevada | 1.2486754235% |
| New Hampshire | 0.6258752503% |
| New Jersey | 2.7551354545% |
| New Mexico | 0.8557238713% |
| New York | 5.3903813405% |

| | |
|-----------------------|---------------|
| North Carolina | 3.2502525994% |
| North Dakota | 0.1858703224% |
| Ohio | 4.3567051408% |
| Oklahoma | 1.5831626090% |
| Oregon | 1.4236951885% |
| Pennsylvania | 4.5882419559% |
| Puerto Rico | 0.7263201134% |
| Rhode Island | 0.4895626814% |
| South Carolina | 1.5834654145% |
| South Dakota | 0.2169945907% |
| Tennessee | 2.6881474977% |
| Texas | 6.2932157196% |
| Utah | 1.1889437113% |
| Vermont | 0.2844241374% |
| Virgin Islands | 0.0340410553% |
| Virginia | 2.2801150757% |
| Washington | 2.3189040182% |
| Wisconsin | 1.7582560561% |
| Wyoming | 0.1954758491% |

EXHIBIT G

Subdivisions Eligible to Receive Direct Allocations from the Subdivision Fund and Default Subdivision Fund Allocation Percentages

The Subdivisions set forth on this Exhibit G are eligible to receive direct allocations from the Subdivision Fund, if such Subdivisions are otherwise eligible to receive such funds under this Agreement. By default, the Subdivisions set forth on this Exhibit G shall include: (1) all Litigating Subdivisions that are General Purpose Governments; (2) all counties and parishes in States with functional counties or parishes; (3) all Subdivisions that are the highest level of General Purpose Government in States without functional counties or parishes; and (4) all other Subdivisions that are General Purpose Governments with a population of 10,000 or greater. A State may elect to add any additional Subdivisions to this Exhibit G at any time prior to the Initial Participation Date.

Immediately upon the effectiveness of any State-Subdivision Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution allowed by Section V.D.3 (or upon the effectiveness of an amendment to any State-Subdivision Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution allowed by Section V.D.3) that addresses allocation from the Subdivision Fund, whether before or after the Initial Participation Date, this Exhibit G will automatically be amended to reflect the allocation from the Subdivision Fund pursuant to the State-Subdivision Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution allowed by Section V.D.3.

For the avoidance of doubt, inclusion on this Exhibit G shall not create any claim for any amount of the Settlement Fund, and no such amounts shall be allocated or distributed to any Subdivision included herein if such Subdivision does not otherwise meet all requirements to receive any such funds pursuant to this Agreement.

The Parties recognize the benefits of remediation funds reaching all communities, including through direct payments from the Subdivision Fund. However, to promote efficiency in the use of such funds and avoid administratively-burdensome disbursements that would be too small to add a meaningful abatement response, certain Subdivisions do not receive a direct allocation from the Subdivision Fund. However, such Subdivisions will benefit from Opioid Remediation in their community, and are eligible to receive direct benefits from the Abatement Accounts Fund in their State. All settlement funds, whether allocated to a Settling State, an Abatement Accounts Fund or a Subdivision listed on this Exhibit G can be used for Opioid Remediation in communities not listed herein.

As provided by Section V.D.4.c, the Allocation Percentages shown below apply to distribution of each Settling State's Subdivision Fund in the absence of a State-Subdivision Agreement, Allocation Statute, or Statutory Trust. The allocation that would have otherwise gone to General Purpose Government Subdivisions not listed below as receiving a direct allocation shall be (1) directed to the county or parish in which such Subdivision is located in Settling States with functional counties or parishes if the relevant county or parish is a Participating Subdivision or (2) to the highest-level General Purpose Government in which such Subdivision is located in Settling States without functional counties or parishes if the relevant highest-level General

Purpose Government is a Participating Subdivision. Where the relevant county, parish or highest-level General Purpose Government is not a Participating Subdivision, allocations of General Purpose Subdivisions not listed below as eligible to become Participating Subdivisions shall be allocated pursuant to Section VII.I. The redirecting of funds described in this paragraph is intended to promote the efficient use of Opioid Remediation funds while keeping, where possible, local control of the distribution of those funds.

Allocations are subject to change pursuant to a State-Subdivision Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.

Subdivisions with Consolidated Allocations - Qualified Subdivisions Only

| State ID | Qualifying Subdivision | Consolidated State Allocation |
|-----------------|-------------------------------|--------------------------------------|
| AL1 | Abbeville City, Alabama | 0.0667119585% |
| AL2 | Alabaster City, Alabama | 0.6171889697% |
| AL3 | Albertville City, Alabama | 0.3733736921% |
| AL4 | Alexander City, Alabama | 0.3851486869% |
| AL5 | Anniston City, Alabama | 0.9944963610% |
| AL6 | Arab City, Alabama | 0.2389903171% |
| AL7 | Argo Town, Alabama | 0.0297239135% |
| AL8 | Ashland Town, Alabama | 0.0484665799% |
| AL9 | Ashville City, Alabama | 0.0223377334% |
| AL10 | Athens City, Alabama | 0.4343221616% |
| AL11 | Attalla City, Alabama | 0.2042660128% |
| AL12 | Auburn City, Alabama | 0.6130747449% |
| AL13 | Autauga County, Alabama | 0.3128274268% |
| AL14 | Baldwin County, Alabama | 2.0634748791% |
| AL15 | Barbour County, Alabama | 0.0903480172% |
| AL16 | Berry Town, Alabama | 0.0255807640% |
| AL17 | Bessemer City, Alabama | 0.7109947981% |
| AL18 | Bibb County, Alabama | 0.4085288902% |
| AL19 | Birmingham City, Alabama | 5.1951777198% |
| AL20 | Blount County, Alabama | 0.9234442662% |
| AL21 | Boaz City, Alabama | 0.2060136530% |
| AL22 | Brent City, Alabama | 0.0773896125% |
| AL23 | Bridgeport City, Alabama | 0.0018784682% |
| AL24 | Brookwood Town, Alabama | 0.0086489962% |
| AL25 | Brundidge City, Alabama | 0.0135311792% |
| AL26 | Bullock County, Alabama | 0.0796915277% |
| AL27 | Butler County, Alabama | 0.1018481869% |
| AL28 | Butler Town, Alabama | 0.0667162698% |
| AL29 | Calera City, Alabama | 0.3019414983% |
| AL30 | Calhoun County, Alabama | 0.9063882548% |
| AL31 | Camp Hill Town, Alabama | 0.0075417001% |
| AL32 | Carbon Hill City, Alabama | 0.1157840003% |
| AL33 | Cedar Bluff Town, Alabama | 0.0710934048% |
| AL34 | Center Point City, Alabama | 0.0133238453% |
| AL35 | Centre City, Alabama | 0.1794085265% |
| AL36 | Centreville City, Alabama | 0.0284520830% |
| AL37 | Chambers County, Alabama | 0.5294659792% |
| AL38 | Chelsea City, Alabama | 0.0979008483% |
| AL39 | Cherokee County, Alabama | 0.3783571512% |
| AL40 | Cherokee Town, Alabama | 0.0103977337% |
| AL41 | Chickasaw City, Alabama | 0.1001322936% |
| AL42 | Chilton County, Alabama | 0.8173656065% |
| AL43 | Choctaw County, Alabama | 0.1561299913% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|------|------------------------------|---------------|
| AL44 | Clanton City, Alabama | 0.2095674884% |
| AL45 | Clarke County, Alabama | 0.2981268690% |
| AL46 | Clay County, Alabama | 0.2055803292% |
| AL47 | Cleburne County, Alabama | 0.2547084960% |
| AL48 | Cleveland Town, Alabama | 0.0158272938% |
| AL49 | Coffee County, Alabama | 0.3871019364% |
| AL50 | Colbert County, Alabama | 0.3952915058% |
| AL51 | Conecuh County, Alabama | 0.1917624100% |
| AL52 | Coosa County, Alabama | 0.1512040683% |
| AL53 | Cordova City, Alabama | 0.1187316683% |
| AL54 | Covington County, Alabama | 0.5672964503% |
| AL55 | Crenshaw County, Alabama | 0.1784911624% |
| AL56 | Cullman City, Alabama | 0.6679011044% |
| AL57 | Cullman County, Alabama | 1.1134158448% |
| AL58 | Dadeville City, Alabama | 0.0300245280% |
| AL59 | Dale County, Alabama | 0.3019563918% |
| AL60 | Daleville City, Alabama | 0.0962526030% |
| AL61 | Dallas County, Alabama | 0.2567973552% |
| AL62 | Daphne City, Alabama | 0.3989058561% |
| AL63 | Dauphin Island Town, Alabama | 0.0572637276% |
| AL64 | De Kalb County, Alabama | 0.4973559628% |
| AL65 | Decatur City, Alabama | 2.3386961003% |
| AL66 | Demopolis City, Alabama | 0.1816852795% |
| AL67 | Dora City, Alabama | 0.1147227959% |
| AL68 | Dothan City, Alabama | 1.3536717998% |
| AL69 | Double Springs Town, Alabama | 0.0996372007% |
| AL70 | Douglas Town, Alabama | 0.0012077099% |
| AL71 | Elmore County, Alabama | 0.8969718491% |
| AL72 | Enterprise City, Alabama | 0.4127585791% |
| AL73 | Escambia County, Alabama | 1.1167843731% |
| AL74 | Etowah County, Alabama | 1.2766481766% |
| AL75 | Eufaula City, Alabama | 0.2639455521% |
| AL76 | Evergreen City, Alabama | 0.0514630047% |
| AL77 | Fairfield City, Alabama | 0.1452503338% |
| AL78 | Fairhope City, Alabama | 0.2772141345% |
| AL79 | Faunsdale Town, Alabama | 0.0003422380% |
| AL80 | Fayette City, Alabama | 0.0978658877% |
| AL81 | Fayette County, Alabama | 0.1722889409% |
| AL82 | Florence City, Alabama | 1.0811433319% |
| AL83 | Foley City, Alabama | 0.4270075488% |
| AL84 | Fort Deposit Town, Alabama | 0.0064072822% |
| AL85 | Fort Payne City, Alabama | 0.7227097485% |
| AL86 | Franklin County, Alabama | 0.3576596677% |
| AL87 | Fultondale City, Alabama | 0.1183265638% |
| AL88 | Gadsden City, Alabama | 1.0385843165% |
| AL89 | Gardendale City, Alabama | 0.2060359149% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|-------|----------------------------|---------------|
| AL90 | Geneva City, Alabama | 0.0824269236% |
| AL91 | Geneva County, Alabama | 0.2739977555% |
| AL92 | Georgiana Town, Alabama | 0.0227624346% |
| AL93 | Geraldine Town, Alabama | 0.0136718056% |
| AL94 | Gilbertown, Alabama | 0.0025025078% |
| AL95 | Grant Town, Alabama | 0.0211355106% |
| AL96 | Graysville City, Alabama | 0.0457358873% |
| AL97 | Greene County, Alabama | 0.0875741333% |
| AL98 | Greensboro City, Alabama | 0.0309843779% |
| AL99 | Greenville City, Alabama | 0.2124811365% |
| AL100 | Guin City, Alabama | 0.0314779814% |
| AL101 | Gulf Shores City, Alabama | 0.6056928761% |
| AL102 | Guntersville City, Alabama | 0.3155832033% |
| AL103 | Gurley Town, Alabama | 0.0093323748% |
| AL104 | Hale County, Alabama | 0.1637537628% |
| AL105 | Haleyville City, Alabama | 0.1770448423% |
| AL106 | Hamilton City, Alabama | 0.1121404116% |
| AL107 | Hammondville Town, Alabama | 0.0060874629% |
| AL108 | Hartselle City, Alabama | 0.0789440285% |
| AL109 | Headland City, Alabama | 0.0779554889% |
| AL110 | Helena City, Alabama | 0.1730779069% |
| AL111 | Henagar City, Alabama | 0.0426121618% |
| AL112 | Henry County, Alabama | 0.1009958841% |
| AL113 | Homewood City, Alabama | 0.4850077231% |
| AL114 | Hoover City, Alabama | 1.7195559976% |
| AL115 | Houston County, Alabama | 0.6936619236% |
| AL116 | Hueytown City, Alabama | 0.2414165543% |
| AL117 | Huntsville City, Alabama | 3.9595244225% |
| AL118 | Irondale City, Alabama | 0.2105232622% |
| AL119 | Jackson County, Alabama | 0.1962652779% |
| AL120 | Jacksonville City, Alabama | 0.3105081880% |
| AL121 | Jasper City, Alabama | 1.7503666697% |
| AL122 | Jefferson County, Alabama | 6.8382172586% |
| AL123 | Killen Town, Alabama | 0.0227596127% |
| AL124 | Lamar County, Alabama | 0.2021296511% |
| AL125 | Lanett City, Alabama | 0.1589197878% |
| AL126 | Lauderdale County, Alabama | 0.5802461540% |
| AL127 | Lawrence County, Alabama | 0.5631404452% |
| AL128 | Lee County, Alabama | 0.4246557010% |
| AL129 | Leeds City, Alabama | 0.1861377445% |
| AL130 | Leesburg Town, Alabama | 0.0238219145% |
| AL131 | Leighton Town, Alabama | 0.0070110196% |
| AL132 | Level Plains Town, Alabama | 0.0043528350% |
| AL133 | Limestone County, Alabama | 0.7224429188% |
| AL134 | Lincoln City, Alabama | 0.2292674962% |
| AL135 | Linden City, Alabama | 0.0213299890% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|-------|------------------------------|---------------|
| AL136 | Locust Fork Town, Alabama | 0.0048521608% |
| AL137 | Louisville Town, Alabama | 0.0057506336% |
| AL138 | Lowndes County, Alabama | 0.0861816651% |
| AL139 | Luverne City, Alabama | 0.0190236841% |
| AL140 | Macon County, Alabama | 0.1694431760% |
| AL141 | Madison City, Alabama | 0.5846219564% |
| AL142 | Madison County, Alabama | 1.6293910926% |
| AL143 | Marengo County, Alabama | 0.0618303242% |
| AL144 | Marion City, Alabama | 0.0292415194% |
| AL145 | Marion County, Alabama | 0.2768266672% |
| AL146 | Marshall County, Alabama | 0.9207690717% |
| AL147 | McKenzie Town, Alabama | 0.0054696942% |
| AL148 | Midfield City, Alabama | 0.0004832564% |
| AL149 | Millbrook City, Alabama | 0.3073353922% |
| AL150 | Mobile City, Alabama | 4.0071939625% |
| AL151 | Mobile County, Alabama | 3.4791001492% |
| AL152 | Monroe County, Alabama | 0.2337315625% |
| AL153 | Monroeville City, Alabama | 0.1318467688% |
| AL154 | Montgomery City, Alabama | 2.2065641592% |
| AL155 | Montgomery County, Alabama | 1.2171333286% |
| AL156 | Moody City, Alabama | 0.0449529570% |
| AL157 | Morgan County, Alabama | 0.3895218242% |
| AL158 | Moulton City, Alabama | 0.1681814574% |
| AL159 | Mountain Brook City, Alabama | 0.4426545523% |
| AL160 | Munford Town, Alabama | 0.0300193545% |
| AL161 | Muscle Shoals City, Alabama | 0.3330834343% |
| AL162 | Nauvoo Town, Alabama | 0.0232233507% |
| AL163 | New Hope City, Alabama | 0.0162383556% |
| AL164 | Northport City, Alabama | 0.5266238986% |
| AL165 | Oakman Town, Alabama | 0.0520189259% |
| AL166 | Oneonta City, Alabama | 0.3357228843% |
| AL167 | Opelika City, Alabama | 0.6661958717% |
| AL168 | Opp City, Alabama | 0.1150332087% |
| AL169 | Orange Beach City, Alabama | 0.3652233162% |
| AL170 | Oxford City, Alabama | 0.4374960548% |
| AL171 | Ozark City, Alabama | 0.3662502655% |
| AL172 | Parrish Town, Alabama | 0.1450906593% |
| AL173 | Pelham City, Alabama | 0.8534195126% |
| AL174 | Pell City, Alabama | 0.5517832536% |
| AL175 | Perry County, Alabama | 0.0631687837% |
| AL176 | Phenix City, Alabama | 0.7771409586% |
| AL177 | Pickens County, Alabama | 0.3558519831% |
| AL178 | Piedmont City, Alabama | 0.1781464160% |
| AL179 | Pike County, Alabama | 0.0368936669% |
| AL180 | Pike Road Town, Alabama | 0.0143829333% |
| AL181 | Pleasant Grove City, Alabama | 0.0641682975% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|-------|------------------------------|---------------|
| AL182 | Powell Town, Alabama | 0.0065863967% |
| AL183 | Prattville City, Alabama | 0.7490442043% |
| AL184 | Priceville Town, Alabama | 0.0151182042% |
| AL185 | Prichard City, Alabama | 0.1366181125% |
| AL186 | Ragland Town, Alabama | 0.0188691047% |
| AL187 | Rainbow City, Alabama | 0.1671141388% |
| AL188 | Rainsville City, Alabama | 0.2336182932% |
| AL189 | Randolph County, Alabama | 0.3557811211% |
| AL190 | Red Bay City, Alabama | 0.0779028128% |
| AL191 | Robertsdale City, Alabama | 0.1063320852% |
| AL192 | Rockford Town, Alabama | 0.0073077147% |
| AL193 | Russell County, Alabama | 0.2115303795% |
| AL194 | Russellville City, Alabama | 0.3934484686% |
| AL195 | Saraland City, Alabama | 0.3084999108% |
| AL196 | Satsuma City, Alabama | 0.0777247957% |
| AL197 | Scottsboro City, Alabama | 0.8238374013% |
| AL198 | Selma City, Alabama | 0.3277085100% |
| AL199 | Sheffield City, Alabama | 0.1998144101% |
| AL200 | Shelby County, Alabama | 2.0952362298% |
| AL201 | Sipsey Town, Alabama | 0.0466668907% |
| AL202 | Slocomb City, Alabama | 0.0549263030% |
| AL203 | Spanish Fort City, Alabama | 0.0364976554% |
| AL204 | Springville City, Alabama | 0.0717767051% |
| AL205 | St Clair County, Alabama | 1.2885695986% |
| AL206 | Sumiton City, Alabama | 0.2887687049% |
| AL207 | Sumter County, Alabama | 0.1466740785% |
| AL208 | Sweet Water Town, Alabama | 0.0003724954% |
| AL209 | Sylacauga City, Alabama | 0.2865998126% |
| AL210 | Talladega City, Alabama | 0.2833254271% |
| AL211 | Talladega County, Alabama | 0.7605670279% |
| AL212 | Tallapoosa County, Alabama | 0.2417311217% |
| AL213 | Tarrant City, Alabama | 0.1142189236% |
| AL214 | Thomasville City, Alabama | 0.1099082609% |
| AL215 | Troy City, Alabama | 0.4075231055% |
| AL216 | Trussville City, Alabama | 0.3035362052% |
| AL217 | Tuscaloosa City, Alabama | 2.4225445737% |
| AL218 | Tuscaloosa County, Alabama | 1.2570515614% |
| AL219 | Tuscumbia City, Alabama | 0.1046901892% |
| AL220 | Tuskegee City, Alabama | 0.1139634601% |
| AL221 | Union Springs City, Alabama | 0.0525288339% |
| AL222 | Uniontown, Alabama | 0.0225281356% |
| AL223 | Vance Town, Alabama | 0.0119552851% |
| AL224 | Vernon City, Alabama | 0.0393683473% |
| AL225 | Vestavia Hills City, Alabama | 0.3828440282% |
| AL226 | Walker County, Alabama | 1.8171292663% |
| AL227 | Washington County, Alabama | 0.2003164794% |

Allocations are subject to change pursuant to a State-Subdivision Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.

| | | |
|-------|----------------------------|---------------|
| AL228 | Weaver City, Alabama | 0.0524883078% |
| AL229 | West Blocton Town, Alabama | 0.0502179042% |
| AL230 | Wilcox County, Alabama | 0.1091455545% |
| AL231 | Winfield City, Alabama | 0.2361910358% |
| AL232 | Winston County, Alabama | 0.2200911901% |
| AL233 | Woodville Town, Alabama | 0.0005726961% |
| AL234 | Yellow Bluff Town, Alabama | 0.0036386502% |

Allocations are subject to change pursuant to a State-Subdivision Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.

| | | |
|-----|--------------------------------------|----------------|
| AK1 | Anchorage Municipality, Alaska | 47.6578000000% |
| AK2 | Fairbanks City, Alaska | 5.1226000000% |
| AK3 | Fairbanks North Star Borough, Alaska | 10.9627000000% |
| AK4 | Juneau City and Borough, Alaska | 5.2324000000% |
| AK5 | Kenai Peninsula Borough, Alaska | 9.4922000000% |
| AK6 | Ketchikan Gateway Borough, Alaska | 2.2406000000% |
| AK7 | Kodiak Island Borough, Alaska | 2.1839000000% |
| AK8 | Matanuska-Susitna Borough, Alaska | 15.4726000000% |
| AK9 | Wasilla City, Alaska | 1.6351000000% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|------|-------------------------------|---------------|
| AZ1 | Apache County, Arizona | 0.3907470000% |
| AZ2 | Apache Junction City, Arizona | 0.2201340000% |
| AZ3 | Avondale City, Arizona | 0.5677140000% |
| AZ4 | Benson City, Arizona | 0.0652960000% |
| AZ5 | Bisbee City, Arizona | 0.0643685000% |
| AZ6 | Buckeye City, Arizona | 0.2664780000% |
| AZ7 | Bullhead City, Arizona | 0.6416380000% |
| AZ8 | Camp Verde Town, Arizona | 0.0416227000% |
| AZ9 | Carefree Town, Arizona | 0.0231720000% |
| AZ10 | Casa Grande City, Arizona | 0.2125144000% |
| AZ11 | Cave Creek Town, Arizona | 0.0347580000% |
| AZ12 | Chandler City, Arizona | 1.6567980000% |
| AZ13 | Chino Valley Town, Arizona | 0.0291788000% |
| AZ14 | Clarkdale Town, Arizona | 0.0308952000% |
| AZ15 | Clifton Town, Arizona | 0.0102870000% |
| AZ16 | Cochise County, Arizona | 1.1773685000% |
| AZ17 | Coconino County, Arizona | 1.2011808000% |
| AZ18 | Colorado City Town, Arizona | 0.0298778000% |
| AZ19 | Coolidge City, Arizona | 0.0644448000% |
| AZ20 | Cottonwood City, Arizona | 0.2098299000% |
| AZ21 | Dewey-Humboldt Town, Arizona | 0.0660814000% |
| AZ22 | Douglas City, Arizona | 0.1565620000% |
| AZ23 | Duncan Town, Arizona | 0.0002520000% |
| AZ24 | Eagar Town, Arizona | 0.1425540000% |
| AZ25 | El Mirage City, Arizona | 0.2259270000% |
| AZ26 | Eloy City, Arizona | 1.3418328000% |
| AZ27 | Flagstaff City, Arizona | 0.3114360000% |
| AZ28 | Florence Town, Arizona | 0.0456484000% |
| AZ29 | Fountain Hills Town, Arizona | 0.0984810000% |
| AZ30 | Fredonia Town, Arizona | 0.0052328000% |
| AZ31 | Gila Bend Town, Arizona | 0.0173790000% |
| AZ32 | Gila County, Arizona | 0.7780446000% |
| AZ33 | Gilbert Town, Arizona | 0.9906030000% |
| AZ34 | Glendale City, Arizona | 1.5235590000% |
| AZ35 | Globe City, Arizona | 0.1168266000% |
| AZ36 | Goodyear City, Arizona | 0.4402680000% |
| AZ37 | Graham County, Arizona | 0.4476494000% |
| AZ38 | Greenlee County, Arizona | 0.0794610000% |
| AZ39 | Guadalupe Town, Arizona | 0.0000000000% |
| AZ40 | Hayden Town, Arizona | 0.0263802000% |
| AZ41 | Holbrook City, Arizona | 0.0575625000% |
| AZ42 | Huachuca City Town, Arizona | 0.0168805000% |
| AZ43 | Jerome Town, Arizona | 0.0012873000% |
| AZ44 | Kearny Town, Arizona | 0.0107408000% |
| AZ45 | Kingman City, Arizona | 0.4853918000% |
| AZ46 | La Paz County, Arizona | 0.2670171000% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|------|--------------------------------|----------------|
| AZ47 | Lake Havasu City, Arizona | 0.6793526000% |
| AZ48 | Litchfield Park City, Arizona | 0.0231720000% |
| AZ49 | Mammoth Town, Arizona | 0.0061376000% |
| AZ50 | Marana Town, Arizona | 0.3841282000% |
| AZ51 | Maricopa City, Arizona | 0.1047228000% |
| AZ52 | Maricopa County, Arizona | 29.8513290000% |
| AZ53 | Mesa City, Arizona | 3.5105580000% |
| AZ54 | Miami Town, Arizona | 0.0309482000% |
| AZ55 | Mohave County, Arizona | 3.0617398000% |
| AZ56 | Navajo County, Arizona | 1.0789515000% |
| AZ57 | Nogales City, Arizona | 0.0834350000% |
| AZ58 | Oro Valley Town, Arizona | 0.3207284000% |
| AZ59 | Page City, Arizona | 0.0575608000% |
| AZ60 | Paradise Valley Town, Arizona | 0.1969620000% |
| AZ61 | Parker Town, Arizona | 0.0156219000% |
| AZ62 | Patagonia Town, Arizona | 0.0024790000% |
| AZ63 | Payson Town, Arizona | 0.1846614000% |
| AZ64 | Peoria City, Arizona | 0.8747430000% |
| AZ65 | Phoenix City, Arizona | 12.3275040000% |
| AZ66 | Pima County, Arizona | 13.4612693000% |
| AZ67 | Pima Town, Arizona | 0.0159618000% |
| AZ68 | Pinal County, Arizona | 2.0334636000% |
| AZ69 | Pinetop-Lakeside Town, Arizona | 0.0729125000% |
| AZ70 | Prescott City, Arizona | 0.5917289000% |
| AZ71 | Prescott Valley Town, Arizona | 0.3471419000% |
| AZ72 | Quartzsite Town, Arizona | 0.0183911000% |
| AZ73 | Queen Creek Town, Arizona | 0.0637230000% |
| AZ74 | Safford City, Arizona | 0.1929077000% |
| AZ75 | Sahuarita Town, Arizona | 0.1510407000% |
| AZ76 | San Luis City, Arizona | 0.0963840000% |
| AZ77 | Santa Cruz County, Arizona | 0.2840860000% |
| AZ78 | Scottsdale City, Arizona | 2.3114070000% |
| AZ79 | Sedona City, Arizona | 0.0690392000% |
| AZ80 | Show Low City, Arizona | 0.1441365000% |
| AZ81 | Sierra Vista City, Arizona | 0.3084865000% |
| AZ82 | Snowflake Town, Arizona | 0.0451290000% |
| AZ83 | Somerton City, Arizona | 0.0449792000% |
| AZ84 | South Tucson City, Arizona | 0.0578057000% |
| AZ85 | Springerville Town, Arizona | 0.0740370000% |
| AZ86 | St. Johns City, Arizona | 0.0826620000% |
| AZ87 | Star Valley Town, Arizona | 0.0039970000% |
| AZ88 | Superior Town, Arizona | 0.0168784000% |
| AZ89 | Surprise City, Arizona | 0.5677140000% |
| AZ90 | Taylor Town, Arizona | 0.0411380000% |
| AZ91 | Tempe City, Arizona | 1.8943110000% |
| AZ92 | Thatcher Town, Arizona | 0.0624092000% |

Allocations are subject to change pursuant to a State-Subdivision Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.

| | | |
|-------|--------------------------|---------------|
| AZ93 | Tolleson City, Arizona | 0.1564110000% |
| AZ94 | Tombstone City, Arizona | 0.0215180000% |
| AZ95 | Tucson City, Arizona | 4.2720277000% |
| AZ96 | Tusayan Town, Arizona | 0.0113096000% |
| AZ97 | Wellton Town, Arizona | 0.0122488000% |
| AZ98 | Wickenburg Town, Arizona | 0.0579300000% |
| AZ99 | Willcox City, Arizona | 0.0443345000% |
| AZ100 | Williams City, Arizona | 0.0324096000% |
| AZ101 | Winkelman Town, Arizona | 0.0011420000% |
| AZ102 | Winslow City, Arizona | 0.0950165000% |
| AZ103 | Yavapai County, Arizona | 2.9740921000% |
| AZ104 | Youngtown, Arizona | 0.0289650000% |
| AZ105 | Yuma City, Arizona | 0.5285056000% |
| AZ106 | Yuma County, Arizona | 1.3258824000% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|------|-------------------------------|---------------|
| AR1 | Adona City, Arkansas | 0.0020790506% |
| AR2 | Alexander City, Arkansas | 0.0103476018% |
| AR3 | Alicia Town, Arkansas | 0.0002309579% |
| AR4 | Allport Town, Arkansas | 0.0026587350% |
| AR5 | Alma City, Arkansas | 0.1875236673% |
| AR6 | Almyra Town, Arkansas | 0.0010881066% |
| AR7 | Alpena Town, Arkansas | 0.0141319347% |
| AR8 | Alzheimer City, Arkansas | 0.0071081808% |
| AR9 | Altus City, Arkansas | 0.0161149675% |
| AR10 | Amagon Town, Arkansas | 0.0016587759% |
| AR11 | Amity City, Arkansas | 0.0105947297% |
| AR12 | Anthonyville Town, Arkansas | 0.0010978372% |
| AR13 | Antoine Town, Arkansas | 0.0010576270% |
| AR14 | Arkadelphia City, Arkansas | 0.2710593166% |
| AR15 | Arkansas City, Arkansas | 0.0026365550% |
| AR16 | Arkansas County, Arkansas | 0.2272004928% |
| AR17 | Ash Flat City, Arkansas | 0.0560964456% |
| AR18 | Ashdown City, Arkansas | 0.0210645360% |
| AR19 | Ashley County, Arkansas | 0.3024558569% |
| AR20 | Atkins City, Arkansas | 0.0507540769% |
| AR21 | Aubrey Town, Arkansas | 0.0021166850% |
| AR22 | Augusta City, Arkansas | 0.0134645321% |
| AR23 | Austin City, Arkansas | 0.0201747613% |
| AR24 | Avoca Town, Arkansas | 0.0030227727% |
| AR25 | Bald Knob City, Arkansas | 0.1048227005% |
| AR26 | Banks Town, Arkansas | 0.0006822846% |
| AR27 | Barling City, Arkansas | 0.1588678563% |
| AR28 | Bassett Town, Arkansas | 0.0011499243% |
| AR29 | Batesville City, Arkansas | 0.1318965785% |
| AR30 | Bauxite Town, Arkansas | 0.0049816222% |
| AR31 | Baxter County, Arkansas | 0.8690235470% |
| AR32 | Bay City, Arkansas | 0.0250493472% |
| AR33 | Bearden City, Arkansas | 0.0161101022% |
| AR34 | Beaver Town, Arkansas | 0.0051365958% |
| AR35 | Beebe City, Arkansas | 0.2412092213% |
| AR36 | Beedeville Town, Arkansas | 0.0018030172% |
| AR37 | Bella Vista City, Arkansas | 0.5136648745% |
| AR38 | Bellefonte Town, Arkansas | 0.0008435545% |
| AR39 | Belleville City, Arkansas | 0.0050880860% |
| AR40 | Ben Lomond Town, Arkansas | 0.0012499489% |
| AR41 | Benton City, Arkansas | 1.3762616667% |
| AR42 | Benton County, Arkansas | 2.1391978253% |
| AR43 | Bentonville City, Arkansas | 1.3212148347% |
| AR44 | Bergman Town, Arkansas | 0.0080191338% |
| AR45 | Berryville City, Arkansas | 0.1767673815% |
| AR46 | Bethel Heights City, Arkansas | 0.0550911920% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|------|---------------------------------|---------------|
| AR47 | Big Flat Town, Arkansas | 0.0005552148% |
| AR48 | Bigelow Town, Arkansas | 0.0028351731% |
| AR49 | Biggers Town, Arkansas | 0.0002571446% |
| AR50 | Birdsong Town, Arkansas | 0.0001210597% |
| AR51 | Black Oak Town, Arkansas | 0.0003079439% |
| AR52 | Black Rock City, Arkansas | 0.0020552966% |
| AR53 | Black Springs Town, Arkansas | 0.0007714338% |
| AR54 | Blevins City, Arkansas | 0.0042289340% |
| AR55 | Blue Eye Town, Arkansas | 0.0007084713% |
| AR56 | Blue Mountain Town, Arkansas | 0.0023457827% |
| AR57 | Bluff City Town, Arkansas | 0.0001956131% |
| AR58 | Blytheville City, Arkansas | 0.3444881956% |
| AR59 | Bodcaw Town, Arkansas | 0.0004892473% |
| AR60 | Bonanza City, Arkansas | 0.0271534397% |
| AR61 | Bono City, Arkansas | 0.0166311169% |
| AR62 | Boone County, Arkansas | 0.6844345049% |
| AR63 | Booneville City, Arkansas | 0.2395670446% |
| AR64 | Bradford City, Arkansas | 0.0196136795% |
| AR65 | Bradley City, Arkansas | 0.0127167093% |
| AR66 | Bradley County, Arkansas | 0.0903557767% |
| AR67 | Branch City, Arkansas | 0.0001595527% |
| AR68 | Briarcliff City, Arkansas | 0.0001841653% |
| AR69 | Brinkley City, Arkansas | 0.0788794288% |
| AR70 | Brookland City, Arkansas | 0.0336729211% |
| AR71 | Bryant City, Arkansas | 1.0536173112% |
| AR72 | Buckner City, Arkansas | 0.0065180504% |
| AR73 | Bull Shoals City, Arkansas | 0.0692543217% |
| AR74 | Burdette Town, Arkansas | 0.0001210597% |
| AR75 | Cabot City, Arkansas | 0.9626014299% |
| AR76 | Caddo Valley Town, Arkansas | 0.0447599031% |
| AR77 | Caldwell Town, Arkansas | 0.0042239256% |
| AR78 | Cale Town, Arkansas | 0.0007827384% |
| AR79 | Calhoun County, Arkansas | 0.1397959405% |
| AR80 | Calico Rock City, Arkansas | 0.0024459503% |
| AR81 | Calion City, Arkansas | 0.0029361993% |
| AR82 | Camden City, Arkansas | 0.4098542963% |
| AR83 | Cammack Village City, Arkansas | 0.0112054660% |
| AR84 | Campbell Station City, Arkansas | 0.0043090681% |
| AR85 | Caraway City, Arkansas | 0.0225855098% |
| AR86 | Carlisle City, Arkansas | 0.1468534652% |
| AR87 | Carroll County, Arkansas | 0.5928260605% |
| AR88 | Carthage City, Arkansas | 0.0016610654% |
| AR89 | Casa Town, Arkansas | 0.0015121018% |
| AR90 | Cash Town, Arkansas | 0.0012319187% |
| AR91 | Caulksville Town, Arkansas | 0.0006928738% |
| AR92 | Cave City, Arkansas | 0.0850463202% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|-------|---------------------------------|---------------|
| AR93 | Cave Springs City, Arkansas | 0.0320796835% |
| AR94 | Cedarville City, Arkansas | 0.0178802072% |
| AR95 | Centerton City, Arkansas | 0.1131077079% |
| AR96 | Central City Town, Arkansas | 0.0174268772% |
| AR97 | Charleston City, Arkansas | 0.0410054775% |
| AR98 | Cherokee Village City, Arkansas | 0.2125413902% |
| AR99 | Cherry Valley City, Arkansas | 0.0081466329% |
| AR100 | Chester Town, Arkansas | 0.0004361585% |
| AR101 | Chicot County, Arkansas | 0.2832352637% |
| AR102 | Chidester City, Arkansas | 0.0007419559% |
| AR103 | Clarendon City, Arkansas | 0.0270484068% |
| AR104 | Clark County, Arkansas | 0.3342708117% |
| AR105 | Clarksville City, Arkansas | 0.2458837581% |
| AR106 | Clay County, Arkansas | 0.0481079345% |
| AR107 | Cleburne County, Arkansas | 0.3503158049% |
| AR108 | Cleveland County, Arkansas | 0.1143679597% |
| AR109 | Clinton City, Arkansas | 0.0824034689% |
| AR110 | Coal Hill City, Arkansas | 0.1328713526% |
| AR111 | Colt City, Arkansas | 0.0085205444% |
| AR112 | Columbia County, Arkansas | 0.0678054686% |
| AR113 | Concord Town, Arkansas | 0.0150785188% |
| AR114 | Conway City, Arkansas | 2.0922743015% |
| AR115 | Conway County, Arkansas | 0.5138971203% |
| AR116 | Corning City, Arkansas | 0.0191809554% |
| AR117 | Cotter City, Arkansas | 0.0233925747% |
| AR118 | Cotton Plant City, Arkansas | 0.0024986099% |
| AR119 | Cove Town, Arkansas | 0.0001777260% |
| AR120 | Coy Town, Arkansas | 0.0078196572% |
| AR121 | Craighead County, Arkansas | 0.9265189050% |
| AR122 | Crawford County, Arkansas | 0.9565887967% |
| AR123 | Crawfordsville Town, Arkansas | 0.0037229444% |
| AR124 | Crittenden County, Arkansas | 0.4864689351% |
| AR125 | Cross County, Arkansas | 0.3114968436% |
| AR126 | Crossett City, Arkansas | 0.2482926464% |
| AR127 | Cushman City, Arkansas | 0.0031235127% |
| AR128 | Daisy Town, Arkansas | 0.0019036142% |
| AR129 | Dallas County, Arkansas | 0.1170103816% |
| AR130 | Damascus Town, Arkansas | 0.0328833141% |
| AR131 | Danville City, Arkansas | 0.0554598088% |
| AR132 | Dardanelle City, Arkansas | 0.1270318663% |
| AR133 | Datto Town, Arkansas | 0.0002041989% |
| AR134 | De Queen City, Arkansas | 0.1825177187% |
| AR135 | De Valls Bluff City, Arkansas | 0.0153369512% |
| AR136 | Decatur City, Arkansas | 0.0461206088% |
| AR137 | Delaplaine Town, Arkansas | 0.0012409338% |
| AR138 | Delight City, Arkansas | 0.0019036142% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|-------|-------------------------------|---------------|
| AR139 | Dell Town, Arkansas | 0.0049627334% |
| AR140 | Denning Town, Arkansas | 0.0066893371% |
| AR141 | Dermott City, Arkansas | 0.0098811069% |
| AR142 | Des Arc City, Arkansas | 0.0461902968% |
| AR143 | Desha County, Arkansas | 0.1880442527% |
| AR144 | Dewitt City, Arkansas | 0.0561472449% |
| AR145 | Diamond City, Arkansas | 0.0067481498% |
| AR146 | Diaz City, Arkansas | 0.0144799456% |
| AR147 | Dierks City, Arkansas | 0.0109843817% |
| AR148 | Donaldson Town, Arkansas | 0.0097288521% |
| AR149 | Dover City, Arkansas | 0.0357561215% |
| AR150 | Drew County, Arkansas | 0.4312385101% |
| AR151 | Dumas City, Arkansas | 0.0345209116% |
| AR152 | Dyer City, Arkansas | 0.0039248537% |
| AR153 | Dyess Town, Arkansas | 0.0004842389% |
| AR154 | Earle City, Arkansas | 0.0169920066% |
| AR155 | East Camden Town, Arkansas | 0.0077825952% |
| AR156 | Edmondson Town, Arkansas | 0.0080664988% |
| AR157 | Egypt Town, Arkansas | 0.0007186312% |
| AR158 | El Dorado City, Arkansas | 0.7549722601% |
| AR159 | Elaine City, Arkansas | 0.0061272536% |
| AR160 | Elkins City, Arkansas | 0.0584820092% |
| AR161 | Elm Springs City, Arkansas | 0.0169270407% |
| AR162 | Emerson Town, Arkansas | 0.0007712907% |
| AR163 | Emmet City, Arkansas | 0.0006732695% |
| AR164 | England City, Arkansas | 0.1277733929% |
| AR165 | Enola Town, Arkansas | 0.0166283981% |
| AR166 | Etowah Town, Arkansas | 0.0016945500% |
| AR167 | Eudora City, Arkansas | 0.0090127967% |
| AR168 | Eureka Springs City, Arkansas | 0.3891361972% |
| AR169 | Evening Shade City, Arkansas | 0.0112877465% |
| AR170 | Everton Town, Arkansas | 0.0023825585% |
| AR171 | Fairfield Bay City, Arkansas | 0.0994183710% |
| AR172 | Fargo Town, Arkansas | 0.0003540210% |
| AR173 | Farmington City, Arkansas | 0.0908450240% |
| AR174 | Faulkner County, Arkansas | 1.0072116540% |
| AR175 | Fayetteville City, Arkansas | 2.1103658624% |
| AR176 | Felsenthal Town, Arkansas | 0.0017181610% |
| AR177 | Fifty-Six City, Arkansas | 0.0004614866% |
| AR178 | Fisher City, Arkansas | 0.0019605666% |
| AR179 | Flippin City, Arkansas | 0.0956901320% |
| AR180 | Fordyce City, Arkansas | 0.0545063561% |
| AR181 | Foreman City, Arkansas | 0.0020583016% |
| AR182 | Forrest City, Arkansas | 0.2961090931% |
| AR183 | Fort Smith City, Arkansas | 3.8434930088% |
| AR184 | Fouke City, Arkansas | 0.0054372418% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|-------|----------------------------------|---------------|
| AR185 | Fountain Hill Town, Arkansas | 0.0007150537% |
| AR186 | Fountain Lake Town, Arkansas | 0.0028270166% |
| AR187 | Fourche Town, Arkansas | 0.0009659021% |
| AR188 | Franklin County, Arkansas | 0.5981687154% |
| AR189 | Franklin Town, Arkansas | 0.0147063245% |
| AR190 | Fredonia (Biscoe) Town, Arkansas | 0.0078030580% |
| AR191 | Friendship Town, Arkansas | 0.0051302995% |
| AR192 | Fulton County, Arkansas | 0.4958178657% |
| AR193 | Fulton Town, Arkansas | 0.0066352466% |
| AR194 | Garfield Town, Arkansas | 0.0074476060% |
| AR195 | Garland County, Arkansas | 1.7344021372% |
| AR196 | Garland Town, Arkansas | 0.0002891982% |
| AR197 | Garner Town, Arkansas | 0.0077934705% |
| AR198 | Gassville City, Arkansas | 0.0727563250% |
| AR199 | Gateway Town, Arkansas | 0.0062878080% |
| AR200 | Gentry City, Arkansas | 0.0904861377% |
| AR201 | Georgetown, Arkansas | 0.0040265954% |
| AR202 | Gilbert Town, Arkansas | 0.0024831554% |
| AR203 | Gillett City, Arkansas | 0.0114616089% |
| AR204 | Gillham Town, Arkansas | 0.0013801668% |
| AR205 | Gilmore City, Arkansas | 0.0000954454% |
| AR206 | Glenwood City, Arkansas | 0.0480021861% |
| AR207 | Goshen Town, Arkansas | 0.0031660124% |
| AR208 | Gosnell City, Arkansas | 0.0272347186% |
| AR209 | Gould City, Arkansas | 0.0171248002% |
| AR210 | Grady City, Arkansas | 0.0313103962% |
| AR211 | Grannis City, Arkansas | 0.0009242610% |
| AR212 | Grant County, Arkansas | 0.2664481715% |
| AR213 | Gravette City, Arkansas | 0.0803454535% |
| AR214 | Green Forest City, Arkansas | 0.1176088116% |
| AR215 | Greenbrier City, Arkansas | 0.0720066419% |
| AR216 | Greene County, Arkansas | 0.5298528213% |
| AR217 | Greenland City, Arkansas | 0.0237445924% |
| AR218 | Greenway City, Arkansas | 0.0004757962% |
| AR219 | Greenwood City, Arkansas | 0.2310067194% |
| AR220 | Greers Ferry City, Arkansas | 0.0499860774% |
| AR221 | Griffithville Town, Arkansas | 0.0045461792% |
| AR222 | Grubbs City, Arkansas | 0.0056885194% |
| AR223 | Guion Town, Arkansas | 0.0188333737% |
| AR224 | Gum Springs Town, Arkansas | 0.0030512489% |
| AR225 | Gurdon City, Arkansas | 0.0633258293% |
| AR226 | Guy City, Arkansas | 0.0155481618% |
| AR227 | Hackett City, Arkansas | 0.0171567108% |
| AR228 | Hamburg City, Arkansas | 0.0524650830% |
| AR229 | Hampton City, Arkansas | 0.0149258347% |
| AR230 | Hardy City, Arkansas | 0.0225704847% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|-------|-----------------------------------|---------------|
| AR231 | Harrell Town, Arkansas | 0.0015608978% |
| AR232 | Harrisburg City, Arkansas | 0.0610374284% |
| AR233 | Harrison City, Arkansas | 0.7509041666% |
| AR234 | Hartford City, Arkansas | 0.0079703379% |
| AR235 | Hartman City, Arkansas | 0.0041808536% |
| AR236 | Haskell City, Arkansas | 0.0719017520% |
| AR237 | Hatfield Town, Arkansas | 0.0003119506% |
| AR238 | Havana City, Arkansas | 0.0028832535% |
| AR239 | Haynes Town, Arkansas | 0.0021807923% |
| AR240 | Hazen City, Arkansas | 0.0648458015% |
| AR241 | Heber Springs City, Arkansas | 0.3767547633% |
| AR242 | Hector Town, Arkansas | 0.0046732490% |
| AR243 | Helena-West Helena City, Arkansas | 0.1739214762% |
| AR244 | Hempstead County, Arkansas | 0.2734659153% |
| AR245 | Hermitage City, Arkansas | 0.0121839606% |
| AR246 | Hickory Ridge City, Arkansas | 0.0037770349% |
| AR247 | Higden Town, Arkansas | 0.0085654767% |
| AR248 | Higginson Town, Arkansas | 0.0151972889% |
| AR249 | Highfill Town, Arkansas | 0.0156011076% |
| AR250 | Highland City, Arkansas | 0.0298718460% |
| AR251 | Hindsville Town, Arkansas | 0.0033816590% |
| AR252 | Holland City, Arkansas | 0.0148864831% |
| AR253 | Holly Grove City, Arkansas | 0.0044608936% |
| AR254 | Hope City, Arkansas | 0.2248866206% |
| AR255 | Horatio City, Arkansas | 0.0029417800% |
| AR256 | Horseshoe Bend City, Arkansas | 0.1112109623% |
| AR257 | Horseshoe Lake Town, Arkansas | 0.0014319677% |
| AR258 | Hot Spring County, Arkansas | 0.4782149797% |
| AR259 | Hot Springs City, Arkansas | 3.5617977507% |
| AR260 | Houston Town, Arkansas | 0.0052922849% |
| AR261 | Howard County, Arkansas | 0.1730249760% |
| AR262 | Hoxie City, Arkansas | 0.0120318489% |
| AR263 | Hughes City, Arkansas | 0.0113608689% |
| AR264 | Humnoke City, Arkansas | 0.0148176536% |
| AR265 | Humphrey City, Arkansas | 0.0142685920% |
| AR266 | Hunter Town, Arkansas | 0.0001735762% |
| AR267 | Huntington City, Arkansas | 0.0062142563% |
| AR268 | Huntsville City, Arkansas | 0.0854508543% |
| AR269 | Huttig City, Arkansas | 0.0090756161% |
| AR270 | Imboden Town, Arkansas | 0.0007621325% |
| AR271 | Independence County, Arkansas | 1.0893020276% |
| AR272 | Izard County, Arkansas | 0.5513048629% |
| AR273 | Jackson County, Arkansas | 0.1817241049% |
| AR274 | Jacksonport Town, Arkansas | 0.0050680525% |
| AR275 | Jacksonville City, Arkansas | 2.6389305280% |
| AR276 | Jasper City, Arkansas | 0.0070526594% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|-------|-------------------------------|---------------|
| AR277 | Jefferson County, Arkansas | 0.5992841535% |
| AR278 | Jennette Town, Arkansas | 0.0012409338% |
| AR279 | Jericho Town, Arkansas | 0.0009641849% |
| AR280 | Jerome Town, Arkansas | 0.0001957562% |
| AR281 | Johnson City, Arkansas | 0.1307711237% |
| AR282 | Johnson County, Arkansas | 0.3131687844% |
| AR283 | Joiner City, Arkansas | 0.0294738943% |
| AR284 | Jonesboro City, Arkansas | 2.1740597362% |
| AR285 | Judsonia City, Arkansas | 0.0470208295% |
| AR286 | Junction City, Arkansas | 0.0041819983% |
| AR287 | Keiser City, Arkansas | 0.0065363668% |
| AR288 | Kensett City, Arkansas | 0.0362397881% |
| AR289 | Kibler City, Arkansas | 0.0431741065% |
| AR290 | Kingsland City, Arkansas | 0.0062036672% |
| AR291 | Knobel City, Arkansas | 0.0009218283% |
| AR292 | Knoxville Town, Arkansas | 0.0058832739% |
| AR293 | Lafayette County, Arkansas | 0.0910619584% |
| AR294 | Lafe Town, Arkansas | 0.0028363178% |
| AR295 | Lagrange Town, Arkansas | 0.0008239503% |
| AR296 | Lake City, Arkansas | 0.0259733220% |
| AR297 | Lake View City, Arkansas | 0.0047133160% |
| AR298 | Lake Village City, Arkansas | 0.0224886334% |
| AR299 | Lakeview City, Arkansas | 0.0193402219% |
| AR300 | Lamar City, Arkansas | 0.1021685446% |
| AR301 | Lavaca City, Arkansas | 0.0302604964% |
| AR302 | Lawrence County, Arkansas | 0.4807663922% |
| AR303 | Leachville City, Arkansas | 0.0232401768% |
| AR304 | Lead Hill Town, Arkansas | 0.0069168607% |
| AR305 | Lee County, Arkansas | 0.0989039387% |
| AR306 | Leola Town, Arkansas | 0.0013687190% |
| AR307 | Lepanto City, Arkansas | 0.0682260295% |
| AR308 | Leslie City, Arkansas | 0.0254444370% |
| AR309 | Lewisville City, Arkansas | 0.0166148039% |
| AR310 | Lincoln City, Arkansas | 0.0464338472% |
| AR311 | Lincoln County, Arkansas | 0.1387881111% |
| AR312 | Little Flock City, Arkansas | 0.0530723850% |
| AR313 | Little River County, Arkansas | 0.3040825791% |
| AR314 | Little Rock City, Arkansas | 6.7135694892% |
| AR315 | Lockesburg City, Arkansas | 0.0062672021% |
| AR316 | Logan County, Arkansas | 0.5058103018% |
| AR317 | London City, Arkansas | 0.0142372538% |
| AR318 | Lonoke City, Arkansas | 0.2452247983% |
| AR319 | Lonoke County, Arkansas | 0.5956462085% |
| AR320 | Louann Town, Arkansas | 0.0002119261% |
| AR321 | Luxora City, Arkansas | 0.0119226662% |
| AR322 | Lynn Town, Arkansas | 0.0001385175% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|-------|--------------------------------|---------------|
| AR323 | Madison City, Arkansas | 0.0058260353% |
| AR324 | Madison County, Arkansas | 0.3196927018% |
| AR325 | Magazine City, Arkansas | 0.0318730520% |
| AR326 | Magness Town, Arkansas | 0.0014179443% |
| AR327 | Magnolia City, Arkansas | 0.5824169272% |
| AR328 | Malvern City, Arkansas | 0.3835695961% |
| AR329 | Mammoth Spring City, Arkansas | 0.0072408314% |
| AR330 | Manila City, Arkansas | 0.0409124647% |
| AR331 | Mansfield City, Arkansas | 0.0007997669% |
| AR332 | Marianna City, Arkansas | 0.0846648246% |
| AR333 | Marie Town, Arkansas | 0.0009849339% |
| AR334 | Marion City, Arkansas | 0.1126915829% |
| AR335 | Marion County, Arkansas | 0.3952336867% |
| AR336 | Marked Tree City, Arkansas | 0.0992021520% |
| AR337 | Marmaduke City, Arkansas | 0.0391761304% |
| AR338 | Marvell City, Arkansas | 0.0610375715% |
| AR339 | Maumelle City, Arkansas | 0.2572012688% |
| AR340 | Mayflower City, Arkansas | 0.0608694329% |
| AR341 | Maynard Town, Arkansas | 0.0013140561% |
| AR342 | McCaskill Town, Arkansas | 0.0012894435% |
| AR343 | McCrory City, Arkansas | 0.0147483949% |
| AR344 | McDougal Town, Arkansas | 0.0001189133% |
| AR345 | McGehee City, Arkansas | 0.0429993856% |
| AR346 | McNab Town, Arkansas | 0.0009151028% |
| AR347 | Mcrae City, Arkansas | 0.0307843730% |
| AR348 | Melbourne City, Arkansas | 0.0687295865% |
| AR349 | Mena City, Arkansas | 0.7716866592% |
| AR350 | Menifee Town, Arkansas | 0.0106144770% |
| AR351 | Midland Town, Arkansas | 0.0002701664% |
| AR352 | Miller County, Arkansas | 0.3769094507% |
| AR353 | Mineral Springs City, Arkansas | 0.0133569235% |
| AR354 | Minturn Town, Arkansas | 0.0002323889% |
| AR355 | Mississippi County, Arkansas | 0.4561503415% |
| AR356 | Mitchellville City, Arkansas | 0.0000190318% |
| AR357 | Monette City, Arkansas | 0.0230987974% |
| AR358 | Monroe County, Arkansas | 0.0751267203% |
| AR359 | Montgomery County, Arkansas | 0.2264091685% |
| AR360 | Monticello City, Arkansas | 0.0526747196% |
| AR361 | Montrose City, Arkansas | 0.0059883068% |
| AR362 | Moorefield Town, Arkansas | 0.0009616092% |
| AR363 | Moro Town, Arkansas | 0.0019858947% |
| AR364 | Morrilton City, Arkansas | 0.2597150469% |
| AR365 | Morrison Bluff Town, Arkansas | 0.0001732900% |
| AR366 | Mount Ida City, Arkansas | 0.0133550632% |
| AR367 | Mount Pleasant Town, Arkansas | 0.0122294653% |
| AR368 | Mount Vernon Town, Arkansas | 0.0071675659% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|-------|----------------------------------|---------------|
| AR369 | Mountain Home City, Arkansas | 0.8447100025% |
| AR370 | Mountain Pine City, Arkansas | 0.0111311989% |
| AR371 | Mountainburg City, Arkansas | 0.0505877986% |
| AR372 | Mulberry City, Arkansas | 0.0839496278% |
| AR373 | Murfreesboro City, Arkansas | 0.0401878235% |
| AR374 | Nashville City, Arkansas | 0.1174004630% |
| AR375 | Nevada County, Arkansas | 0.1042972498% |
| AR376 | Newark City, Arkansas | 0.0743959259% |
| AR377 | Newport City, Arkansas | 0.2957024125% |
| AR378 | Newton County, Arkansas | 0.2538955941% |
| AR379 | Norfork City, Arkansas | 0.0071735760% |
| AR380 | Norman Town, Arkansas | 0.0054255078% |
| AR381 | Norphlet City, Arkansas | 0.0199309247% |
| AR382 | North Little Rock City, Arkansas | 1.6145764729% |
| AR383 | Oak Grove Heights Town, Arkansas | 0.0108133813% |
| AR384 | Oak Grove Town, Arkansas | 0.0031881924% |
| AR385 | Oakhaven Town, Arkansas | 0.0008458440% |
| AR386 | Oden Town, Arkansas | 0.0002086349% |
| AR387 | Ogden City, Arkansas | 0.0000829960% |
| AR388 | Oil Trough Town, Arkansas | 0.0018456600% |
| AR389 | O'Kean Town, Arkansas | 0.0001714297% |
| AR390 | Okolona Town, Arkansas | 0.0019046158% |
| AR391 | Ola City, Arkansas | 0.0262882776% |
| AR392 | Omaha Town, Arkansas | 0.0030405167% |
| AR393 | Oppelo City, Arkansas | 0.0090335457% |
| AR394 | Osceola City, Arkansas | 0.2492878833% |
| AR395 | Ouachita County, Arkansas | 0.2913601460% |
| AR396 | Oxford City, Arkansas | 0.0264156336% |
| AR397 | Ozan Town, Arkansas | 0.0011369025% |
| AR398 | Ozark City, Arkansas | 0.1131238778% |
| AR399 | Palestine City, Arkansas | 0.0190803585% |
| AR400 | Pangburn City, Arkansas | 0.0157168727% |
| AR401 | Paragould City, Arkansas | 1.0056390223% |
| AR402 | Paris City, Arkansas | 0.1616167421% |
| AR403 | Parkdale City, Arkansas | 0.0007150537% |
| AR404 | Parkin City, Arkansas | 0.0145157198% |
| AR405 | Patmos Town, Arkansas | 0.0012638292% |
| AR406 | Patterson City, Arkansas | 0.0019780244% |
| AR407 | Pea Ridge City, Arkansas | 0.1099874863% |
| AR408 | Peach Orchard City, Arkansas | 0.0002743162% |
| AR409 | Perla Town, Arkansas | 0.0015089537% |
| AR410 | Perry County, Arkansas | 0.2411764522% |
| AR411 | Perry Town, Arkansas | 0.0054813155% |
| AR412 | Perrytown, Arkansas | 0.0014218079% |
| AR413 | Perryville City, Arkansas | 0.0413931262% |
| AR414 | Phillips County, Arkansas | 0.3318178496% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|-------|---------------------------------|---------------|
| AR415 | Piggott City, Arkansas | 0.3895380125% |
| AR416 | Pike County, Arkansas | 0.3481536152% |
| AR417 | Pindall Town, Arkansas | 0.0030350790% |
| AR418 | Pine Bluff City, Arkansas | 0.9840818047% |
| AR419 | Pineville Town, Arkansas | 0.0022012551% |
| AR420 | Plainview City, Arkansas | 0.0125505741% |
| AR421 | Pleasant Plains Town, Arkansas | 0.0024498139% |
| AR422 | Plumerville City, Arkansas | 0.0292462276% |
| AR423 | Pocahontas City, Arkansas | 0.4671181241% |
| AR424 | Poinsett County, Arkansas | 0.4009911787% |
| AR425 | Polk County, Arkansas | 0.0691418478% |
| AR426 | Pollard City, Arkansas | 0.0004521853% |
| AR427 | Pope County, Arkansas | 0.8568421621% |
| AR428 | Portia Town, Arkansas | 0.0009455824% |
| AR429 | Portland City, Arkansas | 0.0081334680% |
| AR430 | Pottsville City, Arkansas | 0.0356473681% |
| AR431 | Powhatan Town, Arkansas | 0.0001556891% |
| AR432 | Poyen Town, Arkansas | 0.0022812461% |
| AR433 | Prairie County, Arkansas | 0.0903177130% |
| AR434 | Prairie Grove City, Arkansas | 0.0877670159% |
| AR435 | Prattville Town, Arkansas | 0.0011406231% |
| AR436 | Prescott City, Arkansas | 0.0925564594% |
| AR437 | Pulaski County, Arkansas | 2.3536109191% |
| AR438 | Pyatt Town, Arkansas | 0.0061435666% |
| AR439 | Quitman City, Arkansas | 0.0720876345% |
| AR440 | Randolph County, Arkansas | 0.0533049170% |
| AR441 | Ratcliff City, Arkansas | 0.0038192484% |
| AR442 | Ravenden Springs Town, Arkansas | 0.0001143342% |
| AR443 | Ravenden Town, Arkansas | 0.0021246984% |
| AR444 | Rector City, Arkansas | 0.0056501695% |
| AR445 | Redfield City, Arkansas | 0.0199888788% |
| AR446 | Reed Town, Arkansas | 0.0009294125% |
| AR447 | Reyno City, Arkansas | 0.0001714297% |
| AR448 | Rison City, Arkansas | 0.0266158258% |
| AR449 | Rockport City, Arkansas | 0.0466258829% |
| AR450 | Roe Town, Arkansas | 0.0006297682% |
| AR451 | Rogers City, Arkansas | 1.7409808606% |
| AR452 | Rondo Town, Arkansas | 0.0001282146% |
| AR453 | Rose Bud Town, Arkansas | 0.0201332633% |
| AR454 | Rosston Town, Arkansas | 0.0012719857% |
| AR455 | Rudy Town, Arkansas | 0.0043610122% |
| AR456 | Russell Town, Arkansas | 0.0072738867% |
| AR457 | Russellville City, Arkansas | 0.9171601007% |
| AR458 | Salem City, Arkansas | 0.0044962385% |
| AR459 | Salesville City, Arkansas | 0.0064404921% |
| AR460 | Saline County, Arkansas | 1.0800200662% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|-------|--------------------------------|---------------|
| AR461 | Scott County, Arkansas | 0.3380405487% |
| AR462 | Scranton City, Arkansas | 0.0072753177% |
| AR463 | Searcy City, Arkansas | 0.9880873649% |
| AR464 | Searcy County, Arkansas | 0.2508049935% |
| AR465 | Sebastian County, Arkansas | 2.1934833834% |
| AR466 | Sedgwick Town, Arkansas | 0.0005311746% |
| AR467 | Sevier County, Arkansas | 0.2613059949% |
| AR468 | Shannon Hills City, Arkansas | 0.0498163648% |
| AR469 | Sharp County, Arkansas | 0.2811885530% |
| AR470 | Sheridan City, Arkansas | 0.2276671308% |
| AR471 | Sherrill Town, Arkansas | 0.0025761682% |
| AR472 | Sherwood City, Arkansas | 0.4241829888% |
| AR473 | Shirley Town, Arkansas | 0.0009145304% |
| AR474 | Sidney Town, Arkansas | 0.0035774152% |
| AR475 | Siloam Springs City, Arkansas | 0.7477783644% |
| AR476 | Smackover City, Arkansas | 0.0008007686% |
| AR477 | Smithville Town, Arkansas | 0.0001624146% |
| AR478 | South Lead Hill Town, Arkansas | 0.0018313504% |
| AR479 | Sparkman City, Arkansas | 0.0035065824% |
| AR480 | Springdale City, Arkansas | 2.0136786333% |
| AR481 | Springtown, Arkansas | 0.0002924895% |
| AR482 | St Francis County, Arkansas | 0.2044215163% |
| AR483 | St. Charles Town, Arkansas | 0.0024664131% |
| AR484 | St. Francis City, Arkansas | 0.0007137659% |
| AR485 | St. Joe Town, Arkansas | 0.0076757020% |
| AR486 | St. Paul Town, Arkansas | 0.0041619648% |
| AR487 | Stamps City, Arkansas | 0.0180207281% |
| AR488 | Star City, Arkansas | 0.0564865270% |
| AR489 | Stephens City, Arkansas | 0.0116586529% |
| AR490 | Stone County, Arkansas | 0.4282031449% |
| AR491 | Strawberry Town, Arkansas | 0.0006928738% |
| AR492 | Strong City, Arkansas | 0.0029361993% |
| AR493 | Stuttgart City, Arkansas | 0.2203815101% |
| AR494 | Subiaco Town, Arkansas | 0.0109146937% |
| AR495 | Success Town, Arkansas | 0.0001784415% |
| AR496 | Sulphur Rock Town, Arkansas | 0.0032654646% |
| AR497 | Sulphur Springs City, Arkansas | 0.0120908047% |
| AR498 | Summit City, Arkansas | 0.0074467474% |
| AR499 | Sunset Town, Arkansas | 0.0016041130% |
| AR500 | Swifton City, Arkansas | 0.0178930859% |
| AR501 | Taylor City, Arkansas | 0.0014103602% |
| AR502 | Texarkana City, Arkansas | 0.7683955804% |
| AR503 | Thornton City, Arkansas | 0.0022437548% |
| AR504 | Tillar City, Arkansas | 0.0003265465% |
| AR505 | Tinsman Town, Arkansas | 0.0003150987% |
| AR506 | Tollette Town, Arkansas | 0.0032731918% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|-------|-----------------------------------|---------------|
| AR507 | Tontitown City, Arkansas | 0.0610355681% |
| AR508 | Traskwood City, Arkansas | 0.0177678764% |
| AR509 | Trumann City, Arkansas | 0.2319945153% |
| AR510 | Tuckerman City, Arkansas | 0.0405439909% |
| AR511 | Tull Town, Arkansas | 0.0030797252% |
| AR512 | Tupelo Town, Arkansas | 0.0005171511% |
| AR513 | Turrell City, Arkansas | 0.0090687475% |
| AR514 | Twin Groves Town, Arkansas | 0.0156102657% |
| AR515 | Tyronza City, Arkansas | 0.0382955139% |
| AR516 | Ulm Town, Arkansas | 0.0000897216% |
| AR517 | Union County, Arkansas | 0.4520045466% |
| AR518 | Valley Springs Town, Arkansas | 0.0032716177% |
| AR519 | Van Buren City, Arkansas | 1.7649031789% |
| AR520 | Van Buren County, Arkansas | 0.3641848711% |
| AR521 | Vandervoort Town, Arkansas | 0.0000659675% |
| AR522 | Victoria Town, Arkansas | 0.0005446257% |
| AR523 | Vilonia City, Arkansas | 0.1035441323% |
| AR524 | Viola Town, Arkansas | 0.0032700437% |
| AR525 | Wabbaseka Town, Arkansas | 0.0082530968% |
| AR526 | Waldenburg Town, Arkansas | 0.0023526513% |
| AR527 | Waldo City, Arkansas | 0.0028426141% |
| AR528 | Waldron City, Arkansas | 0.1501465474% |
| AR529 | Walnut Ridge City, Arkansas | 0.0315460763% |
| AR530 | Ward City, Arkansas | 0.1482609634% |
| AR531 | Warren City, Arkansas | 0.1331456688% |
| AR532 | Washington City, Arkansas | 0.0014218079% |
| AR533 | Washington County, Arkansas | 2.0141562897% |
| AR534 | Watson City, Arkansas | 0.0000569524% |
| AR535 | Weiner City, Arkansas | 0.0115016760% |
| AR536 | Weldon Town, Arkansas | 0.0015514534% |
| AR537 | West Fork City, Arkansas | 0.0278779379% |
| AR538 | West Memphis City, Arkansas | 0.6402086383% |
| AR539 | West Point Town, Arkansas | 0.0031173596% |
| AR540 | Western Grove Town, Arkansas | 0.0057204300% |
| AR541 | Wheatley City, Arkansas | 0.0050976735% |
| AR542 | Whelen Springs Town, Arkansas | 0.0002381128% |
| AR543 | White County, Arkansas | 1.0075711127% |
| AR544 | White Hall City, Arkansas | 0.0551959387% |
| AR545 | Wickes Town, Arkansas | 0.0001422380% |
| AR546 | Widener Town, Arkansas | 0.0014565804% |
| AR547 | Wiederkehr Village City, Arkansas | 0.0015955272% |
| AR548 | Williford Town, Arkansas | 0.0025041906% |
| AR549 | Willisville Town, Arkansas | 0.0003913692% |
| AR550 | Wilmar City, Arkansas | 0.0018078825% |
| AR551 | Wilmot City, Arkansas | 0.0171605744% |
| AR552 | Wilson City, Arkansas | 0.0038733390% |

Allocations are subject to change pursuant to a State-Subdivision Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.

| | | |
|-------|-----------------------------|---------------|
| AR553 | Wilton City, Arkansas | 0.0002323889% |
| AR554 | Winchester Town, Arkansas | 0.0011094280% |
| AR555 | Winslow City, Arkansas | 0.0059329284% |
| AR556 | Winthrop City, Arkansas | 0.0004315794% |
| AR557 | Woodruff County, Arkansas | 0.2136270641% |
| AR558 | Wooster Town, Arkansas | 0.0052930004% |
| AR559 | Wrightsville City, Arkansas | 0.0089014675% |
| AR560 | Wynne City, Arkansas | 0.1541190523% |
| AR561 | Yell County, Arkansas | 0.5032932325% |
| AR562 | Yellville City, Arkansas | 0.0268081476% |
| AR563 | Zinc Town, Arkansas | 0.0018492375% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|------|----------------------------------|---------------|
| CA1 | Adelanto City, California | 0.0080406152% |
| CA2 | Agoura Hills City, California | 0.0048296852% |
| CA3 | Alameda City, California | 0.0687957240% |
| CA4 | Alameda County, California | 2.3171117448% |
| CA5 | Albany City, California | 0.0130032024% |
| CA6 | Alhambra City, California | 0.0414237122% |
| CA7 | Aliso Viejo City, California | 0.0137360345% |
| CA8 | Alpine County, California | 0.0013376945% |
| CA9 | Amador County, California | 0.2469295604% |
| CA10 | American Canyon City, California | 0.0165139864% |
| CA11 | Anaheim City, California | 0.5505795138% |
| CA12 | Anderson City, California | 0.0239988875% |
| CA13 | Antioch City, California | 0.0364238871% |
| CA14 | Apple Valley Town, California | 0.0250202025% |
| CA15 | Arcadia City, California | 0.0323032132% |
| CA16 | Arcata City, California | 0.0540144110% |
| CA17 | Arroyo Grande City, California | 0.0240181250% |
| CA18 | Artesia City, California | 0.0006155675% |
| CA19 | Arvin City, California | 0.0056013412% |
| CA20 | Atascadero City, California | 0.0290403594% |
| CA21 | Atwater City, California | 0.0236302829% |
| CA22 | Auburn City, California | 0.0170270863% |
| CA23 | Avenal City, California | 0.0067977759% |
| CA24 | Azusa City, California | 0.0254411432% |
| CA25 | Bakersfield City, California | 0.2108141707% |
| CA26 | Baldwin Park City, California | 0.0263665087% |
| CA27 | Banning City, California | 0.0173571525% |
| CA28 | Barstow City, California | 0.0147274861% |
| CA29 | Beaumont City, California | 0.0206488546% |
| CA30 | Bell City, California | 0.0082990762% |
| CA31 | Bell Gardens City, California | 0.0137907495% |
| CA32 | Bellflower City, California | 0.0017478033% |
| CA33 | Belmont City, California | 0.0204943997% |
| CA34 | Benicia City, California | 0.0306361343% |
| CA35 | Berkeley City, California | 0.1507814268% |
| CA36 | Beverly Hills City, California | 0.0645398168% |
| CA37 | Blythe City, California | 0.0116685845% |
| CA38 | Brawley City, California | 0.0106164547% |
| CA39 | Brea City, California | 0.0855349777% |
| CA40 | Brentwood City, California | 0.0259827742% |
| CA41 | Buena Park City, California | 0.0861931119% |
| CA42 | Burbank City, California | 0.0993184318% |
| CA43 | Burlingame City, California | 0.0184045562% |
| CA44 | Butte County, California | 1.6698730593% |
| CA45 | Calabasas City, California | 0.0059064288% |
| CA46 | Calaveras County, California | 0.2333016555% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|------|-------------------------------------|---------------|
| CA47 | Calexico City, California | 0.0184372901% |
| CA48 | California City, California | 0.0085450399% |
| CA49 | Camarillo City, California | 0.0015463094% |
| CA50 | Campbell City, California | 0.0135813100% |
| CA51 | Canyon Lake City, California | 0.0002129762% |
| CA52 | Capitola City, California | 0.0202934925% |
| CA53 | Carlsbad City, California | 0.1267504081% |
| CA54 | Carpinteria City, California | 0.0010786309% |
| CA55 | Carson City, California | 0.0192814236% |
| CA56 | Cathedral City, California | 0.0667982142% |
| CA57 | Ceres City, California | 0.0410557736% |
| CA58 | Cerritos City, California | 0.0047883080% |
| CA59 | Chico City, California | 0.2147613426% |
| CA60 | Chino City, California | 0.0634542870% |
| CA61 | Chino Hills City, California | 0.0007702603% |
| CA62 | Chowchilla City, California | 0.0117436155% |
| CA63 | Chula Vista City, California | 0.1875126219% |
| CA64 | Citrus Heights City, California | 0.0561432052% |
| CA65 | Claremont City, California | 0.0099641409% |
| CA66 | Clayton City, California | 0.0021793699% |
| CA67 | Clearlake City, California | 0.0407484815% |
| CA68 | Clovis City, California | 0.0646982524% |
| CA69 | Coachella City, California | 0.0208805131% |
| CA70 | Coalinga City, California | 0.0118909812% |
| CA71 | Colton City, California | 0.0305802457% |
| CA72 | Colusa County, California | 0.0645681893% |
| CA73 | Commerce City, California | 0.0003582485% |
| CA74 | Compton City, California | 0.0436639822% |
| CA75 | Concord City, California | 0.0551012888% |
| CA76 | Contra Costa County, California | 2.0883105647% |
| CA77 | Corcoran City, California | 0.0129144689% |
| CA78 | Corona City, California | 0.1456442433% |
| CA79 | Coronado City, California | 0.0433287141% |
| CA80 | Costa Mesa City, California | 0.1231657826% |
| CA81 | Covina City, California | 0.0276460785% |
| CA82 | Cudahy City, California | 0.0007265676% |
| CA83 | Culver City, California | 0.0542840529% |
| CA84 | Cupertino City, California | 0.0080632149% |
| CA85 | Cypress City, California | 0.0328115076% |
| CA86 | Daly City, California | 0.0439049185% |
| CA87 | Dana Point City, California | 0.0006708852% |
| CA88 | Danville Town, California | 0.0099247461% |
| CA89 | Davis City, California | 0.0545074645% |
| CA90 | Del Norte County, California | 0.1297217340% |
| CA91 | Delano City, California | 0.0300821172% |
| CA92 | Desert Hot Springs City, California | 0.0241834278% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|-------|---|---------------|
| CA93 | Diamond Bar City, California | 0.0008436260% |
| CA94 | Dinuba City, California | 0.0141078110% |
| CA95 | Dixon City, California | 0.0157875932% |
| CA96 | Downey City, California | 0.0518823181% |
| CA97 | Duarte City, California | 0.0032897513% |
| CA98 | Dublin City, California | 0.0323900911% |
| CA99 | East Palo Alto City, California | 0.0125461339% |
| CA100 | Eastvale City, California | 0.0003306689% |
| CA101 | El Cajon City, California | 0.1126451663% |
| CA102 | El Centro City, California | 0.1571606408% |
| CA103 | El Cerrito City, California | 0.0228070521% |
| CA104 | El Dorado County, California | 0.7628798074% |
| CA105 | El Monte City, California | 0.0304948586% |
| CA106 | El Paso De Robles (Paso Robles) City, California | 0.0426476788% |
| CA107 | El Segundo City, California | 0.0323395471% |
| CA108 | Elk Grove City, California | 0.1287424148% |
| CA109 | Emeryville City, California | 0.0224147059% |
| CA110 | Encinitas City, California | 0.0602545379% |
| CA111 | Escondido City, California | 0.1438494168% |
| CA112 | Eureka City, California | 0.1162748009% |
| CA113 | Exeter City, California | 0.0039189263% |
| CA114 | Fairfield City, California | 0.1082698694% |
| CA115 | Farmersville City, California | 0.0033636086% |
| CA116 | Fillmore City, California | 0.0024493289% |
| CA117 | Folsom City, California | 0.1074891735% |
| CA118 | Fontana City, California | 0.1110712457% |
| CA119 | Fortuna City, California | 0.0321969551% |
| CA120 | Foster City, California | 0.0200409630% |
| CA121 | Fountain Valley City, California | 0.0550184551% |
| CA122 | Fremont City, California | 0.1072139174% |
| CA123 | Fresno City, California | 0.3946266471% |
| CA124 | Fresno County, California | 1.8952186144% |
| CA125 | Fullerton City, California | 0.1362988736% |
| CA126 | Galt City, California | 0.0173391204% |
| CA127 | Garden Grove City, California | 0.2114521952% |
| CA128 | Gardena City, California | 0.0335535223% |
| CA129 | Gilroy City, California | 0.0244807126% |
| CA130 | Glendale City, California | 0.1648905859% |
| CA131 | Glendora City, California | 0.0162177007% |
| CA132 | Glenn County, California | 0.1138173202% |
| CA133 | Goleta City, California | 0.0034947026% |
| CA134 | Grand Terrace City, California | 0.0061605126% |
| CA135 | Grass Valley City, California | 0.0238666834% |
| CA136 | Greenfield City, California | 0.0060998821% |
| CA137 | Grover Beach City, California | 0.0166359295% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|-------|---------------------------------------|---------------|
| CA138 | Half Moon Bay City, California | 0.0038179493% |
| CA139 | Hanford City, California | 0.0272737786% |
| CA140 | Hawaiian Gardens City, California | 0.0048932656% |
| CA141 | Hawthorne City, California | 0.0492091493% |
| CA142 | Hayward City, California | 0.1165823151% |
| CA143 | Healdsburg City, California | 0.0322071527% |
| CA144 | Hemet City, California | 0.0508926268% |
| CA145 | Hercules City, California | 0.0094435395% |
| CA146 | Hermosa Beach City, California | 0.0175326053% |
| CA147 | Hesperia City, California | 0.0351740062% |
| CA148 | Highland City, California | 0.0035070571% |
| CA149 | Hillsborough Town, California | 0.0132756672% |
| CA150 | Hollister City, California | 0.0271914840% |
| CA151 | Humboldt County, California | 1.0332729841% |
| CA152 | Huntington Beach City, California | 0.2455375315% |
| CA153 | Huntington Park City, California | 0.0230051045% |
| CA154 | Imperial Beach City, California | 0.0142713058% |
| CA155 | Imperial City, California | 0.0058874134% |
| CA156 | Imperial County, California | 0.2596518766% |
| CA157 | Indio City, California | 0.0552361256% |
| CA158 | Inglewood City, California | 0.0590249412% |
| CA159 | Inyo County, California | 0.0764176347% |
| CA160 | Irvine City, California | 0.1378869091% |
| CA161 | Jurupa Valley City, California | 0.0010854029% |
| CA162 | Kerman City, California | 0.0051323940% |
| CA163 | Kern County, California | 2.5107708914% |
| CA164 | King City, California | 0.0045077390% |
| CA165 | Kings County, California | 0.2912053674% |
| CA166 | Kingsburg City, California | 0.0079843460% |
| CA167 | La Cañada Flintridge City, California | 0.0030849110% |
| CA168 | La Habra City, California | 0.0593706924% |
| CA169 | La Mesa City, California | 0.0550261628% |
| CA170 | La Mirada City, California | 0.0098420234% |
| CA171 | La Palma City, California | 0.0115153508% |
| CA172 | La Puente City, California | 0.0015681795% |
| CA173 | La Quinta City, California | 0.0623482352% |
| CA174 | La Verne City, California | 0.0234299467% |
| CA175 | Lafayette City, California | 0.0055538898% |
| CA176 | Laguna Beach City, California | 0.0471335159% |
| CA177 | Laguna Hills City, California | 0.0139313591% |
| CA178 | Laguna Niguel City, California | 0.0008534589% |
| CA179 | Laguna Woods City, California | 0.0007897674% |
| CA180 | Lake County, California | 0.7897576873% |
| CA181 | Lake Elsinore City, California | 0.0208674291% |
| CA182 | Lake Forest City, California | 0.0122159407% |
| CA183 | Lakeport City, California | 0.0213147440% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|-------|----------------------------------|----------------|
| CA184 | Lakewood City, California | 0.0048236269% |
| CA185 | Lancaster City, California | 0.0446054926% |
| CA186 | Larkspur City, California | 0.0150450552% |
| CA187 | Lassen County, California | 0.3174452703% |
| CA188 | Lathrop City, California | 0.0090970905% |
| CA189 | Lawndale City, California | 0.0021393565% |
| CA190 | Lemon Grove City, California | 0.0221898034% |
| CA191 | Lemoore City, California | 0.0159151506% |
| CA192 | Lincoln City, California | 0.0308399279% |
| CA193 | Lindsay City, California | 0.0068901728% |
| CA194 | Livermore City, California | 0.0539032682% |
| CA195 | Livingston City, California | 0.0055356197% |
| CA196 | Lodi City, California | 0.0530271938% |
| CA197 | Loma Linda City, California | 0.0085901283% |
| CA198 | Lomita City, California | 0.0038538551% |
| CA199 | Lompoc City, California | 0.0469819633% |
| CA200 | Long Beach City, California | 0.4360787318% |
| CA201 | Los Alamitos City, California | 0.0083477805% |
| CA202 | Los Altos City, California | 0.0124694218% |
| CA203 | Los Angeles City, California | 2.6976769698% |
| CA204 | Los Angeles County, California | 13.8854516899% |
| CA205 | Los Banos City, California | 0.0199257760% |
| CA206 | Los Gatos Town, California | 0.0124551008% |
| CA207 | Lynwood City, California | 0.0162106433% |
| CA208 | Madera City, California | 0.0384219997% |
| CA209 | Madera County, California | 0.3470859723% |
| CA210 | Malibu City, California | 0.0023250386% |
| CA211 | Manhattan Beach City, California | 0.0314545280% |
| CA212 | Manteca City, California | 0.0535068303% |
| CA213 | Marin County, California | 0.6196428338% |
| CA214 | Marina City, California | 0.0173871744% |
| CA215 | Mariposa County, California | 0.0837565181% |
| CA216 | Martinez City, California | 0.0118968492% |
| CA217 | Marysville City, California | 0.0135235182% |
| CA218 | Maywood City, California | 0.0042867855% |
| CA219 | McFarland City, California | 0.0030938240% |
| CA220 | Mendocino County, California | 0.4618719225% |
| CA221 | Mendota City, California | 0.0023387253% |
| CA222 | Menifee City, California | 0.0314805057% |
| CA223 | Menlo Park City, California | 0.0152284694% |
| CA224 | Merced City, California | 0.0604217597% |
| CA225 | Merced County, California | 0.5513809379% |
| CA226 | Mill Valley City, California | 0.0203185028% |
| CA227 | Millbrae City, California | 0.0127698310% |
| CA228 | Milpitas City, California | 0.0359710690% |
| CA229 | Mission Viejo City, California | 0.0141839997% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|-------|---------------------------------------|---------------|
| CA230 | Modesto City, California | 0.2158290940% |
| CA231 | Modoc County, California | 0.0678735622% |
| CA232 | Mono County, California | 0.0276582585% |
| CA233 | Monrovia City, California | 0.0307027280% |
| CA234 | Montclair City, California | 0.0388647471% |
| CA235 | Montebello City, California | 0.0302455961% |
| CA236 | Monterey City, California | 0.0406069679% |
| CA237 | Monterey County, California | 0.9208810768% |
| CA238 | Monterey Park City, California | 0.0309701496% |
| CA239 | Moorpark City, California | 0.0081253680% |
| CA240 | Moraga Town, California | 0.0037405712% |
| CA241 | Moreno Valley City, California | 0.1363856087% |
| CA242 | Morgan Hill City, California | 0.0150367924% |
| CA243 | Morro Bay City, California | 0.0194172278% |
| CA244 | Mountain View City, California | 0.0403732952% |
| CA245 | Murrieta City, California | 0.0475523474% |
| CA246 | Napa City, California | 0.0775574195% |
| CA247 | Napa County, California | 0.2977848225% |
| CA248 | National City, California | 0.0792489536% |
| CA249 | Nevada County, California | 0.4437006266% |
| CA250 | Newark City, California | 0.0262578400% |
| CA251 | Newman City, California | 0.0056667930% |
| CA252 | Newport Beach City, California | 0.1773838603% |
| CA253 | Norco City, California | 0.0162343848% |
| CA254 | Norwalk City, California | 0.0311568467% |
| CA255 | Novato City, California | 0.0277308629% |
| CA256 | Oakdale City, California | 0.0175587733% |
| CA257 | Oakland City, California | 0.4833072774% |
| CA258 | Oakley City, California | 0.0095829439% |
| CA259 | Oceanside City, California | 0.2115669857% |
| CA260 | Ontario City, California | 0.1777223320% |
| CA261 | Orange City, California | 0.1485700209% |
| CA262 | Orange County, California | 4.3394270261% |
| CA263 | Orange Cove City, California | 0.0042957937% |
| CA264 | Orinda City, California | 0.0046035933% |
| CA265 | Oroville City, California | 0.0780172317% |
| CA266 | Oxnard City, California | 0.1546146012% |
| CA267 | Pacific Grove City, California | 0.0090298307% |
| CA268 | Pacifica City, California | 0.0157605054% |
| CA269 | Palm Desert City, California | 0.0823451090% |
| CA270 | Palm Springs City, California | 0.0759989460% |
| CA271 | Palmdale City, California | 0.0453461910% |
| CA272 | Palo Alto City, California | 0.0389822496% |
| CA273 | Palos Verdes Estates City, California | 0.0064069522% |
| CA274 | Paramount City, California | 0.0110388545% |
| CA275 | Parlier City, California | 0.0084167531% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|-------|---|---------------|
| CA276 | Pasadena City, California | 0.1448543331% |
| CA277 | Patterson City, California | 0.0152734467% |
| CA278 | Perris City, California | 0.0092642488% |
| CA279 | Petaluma City, California | 0.0805405765% |
| CA280 | Pico Rivera City, California | 0.0221211004% |
| CA281 | Piedmont City, California | 0.0137634554% |
| CA282 | Pinole City, California | 0.0133816874% |
| CA283 | Pittsburg City, California | 0.0526516110% |
| CA284 | Placentia City, California | 0.0285760590% |
| CA285 | Placer County, California | 1.0391221604% |
| CA286 | Placerville City, California | 0.0154006075% |
| CA287 | Pleasant Hill City, California | 0.0128265443% |
| CA288 | Pleasanton City, California | 0.0669112760% |
| CA289 | Plumas County, California | 0.2054195413% |
| CA290 | Pomona City, California | 0.1100333576% |
| CA291 | Port Hueneme City, California | 0.0210119084% |
| CA292 | Porterville City, California | 0.0207339086% |
| CA293 | Poway City, California | 0.0616612685% |
| CA294 | Rancho Cordova City, California | 0.0081653178% |
| CA295 | Rancho Cucamonga City, California | 0.0831861182% |
| CA296 | Rancho Mirage City, California | 0.0520153945% |
| CA297 | Rancho Palos Verdes City, California | 0.0015258031% |
| CA298 | Rancho Santa Margarita City, California | 0.0007600469% |
| CA299 | Red Bluff City, California | 0.0142101994% |
| CA300 | Redding City, California | 0.2817191660% |
| CA301 | Redlands City, California | 0.0566068871% |
| CA302 | Redondo Beach City, California | 0.0611723543% |
| CA303 | Redwood City, California | 0.0559270889% |
| CA304 | Reedley City, California | 0.0119210665% |
| CA305 | Rialto City, California | 0.0727822590% |
| CA306 | Richmond City, California | 0.1449646513% |
| CA307 | Ridgecrest City, California | 0.0145926969% |
| CA308 | Ripon City, California | 0.0125749663% |
| CA309 | Riverbank City, California | 0.0103408497% |
| CA310 | Riverside City, California | 0.2662064641% |
| CA311 | Riverside County, California | 4.5266831219% |
| CA312 | Rocklin City, California | 0.0754700184% |
| CA313 | Rohnert Park City, California | 0.0411149610% |
| CA314 | Rosemead City, California | 0.0034098389% |
| CA315 | Roseville City, California | 0.1950516830% |
| CA316 | Sacramento City, California | 0.7166566857% |
| CA317 | Sacramento County, California | 3.7740806472% |
| CA318 | Salinas City, California | 0.0937010885% |
| CA319 | San Anselmo Town, California | 0.0094182279% |
| CA320 | San Benito County, California | 0.1059231509% |
| CA321 | San Bernardino City, California | 0.1763886658% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|-------|--|---------------|
| CA322 | San Bernardino County, California | 3.2559161555% |
| CA323 | San Bruno City, California | 0.0207725105% |
| CA324 | San Buenaventura (Ventura) City, California | 0.0847248626% |
| CA325 | San Carlos City, California | 0.0131386259% |
| CA326 | San Clemente City, California | 0.0082288824% |
| CA327 | San Diego City, California | 1.9627490739% |
| CA328 | San Diego County, California | 5.6818161190% |
| CA329 | San Dimas City, California | 0.0026560247% |
| CA330 | San Fernando City, California | 0.0126494263% |
| CA331 | San Francisco City, California | 3.0072582513% |
| CA332 | San Gabriel City, California | 0.0178242442% |
| CA333 | San Jacinto City, California | 0.0103683341% |
| CA334 | San Joaquin County, California | 1.6732273743% |
| CA335 | San Jose City, California | 0.2920498815% |
| CA336 | San Juan Capistrano City, California | 0.0079040656% |
| CA337 | San Leandro City, California | 0.0387629931% |
| CA338 | San Luis Obispo City, California | 0.0769605978% |
| CA339 | San Luis Obispo County, California | 0.8319426358% |
| CA340 | San Marcos City, California | 0.0885504562% |
| CA341 | San Marino City, California | 0.0089035421% |
| CA342 | San Mateo City, California | 0.0513806053% |
| CA343 | San Mateo County, California | 1.0886812637% |
| CA344 | San Pablo City, California | 0.0179586052% |
| CA345 | San Rafael City, California | 0.0880586555% |
| CA346 | San Ramon City, California | 0.0212919065% |
| CA347 | Sanger City, California | 0.0176325038% |
| CA348 | Santa Ana City, California | 0.4984377514% |
| CA349 | Santa Barbara City, California | 0.1212083812% |
| CA350 | Santa Barbara County, California | 1.1351865563% |
| CA351 | Santa Clara City, California | 0.0663293780% |
| CA352 | Santa Clara County, California | 2.3902526488% |
| CA353 | Santa Clarita City, California | 0.0214974604% |
| CA354 | Santa Cruz City, California | 0.1424197376% |
| CA355 | Santa Cruz County, California | 0.7777323134% |
| CA356 | Santa Fe Springs City, California | 0.0310730772% |
| CA357 | Santa Maria City, California | 0.0578177221% |
| CA358 | Santa Monica City, California | 0.1566762783% |
| CA359 | Santa Paula City, California | 0.0143666526% |
| CA360 | Santa Rosa City, California | 0.1832885446% |
| CA361 | Santee City, California | 0.0323856346% |
| CA362 | Saratoga City, California | 0.0041222757% |
| CA363 | Scotts Valley City, California | 0.0152663892% |
| CA364 | Seal Beach City, California | 0.0200159844% |
| CA365 | Seaside City, California | 0.0231393228% |
| CA366 | Selma City, California | 0.0153877773% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|-------|--------------------------------------|---------------|
| CA367 | Shafter City, California | 0.0124787630% |
| CA368 | Shasta County, California | 1.0879294479% |
| CA369 | Shasta Lake City, California | 0.0038593900% |
| CA370 | Sierra County, California | 0.0142190648% |
| CA371 | Sierra Madre City, California | 0.0058690958% |
| CA372 | Signal Hill City, California | 0.0102416490% |
| CA373 | Simi Valley City, California | 0.0643155329% |
| CA374 | Siskiyou County, California | 0.2559528253% |
| CA375 | Solana Beach City, California | 0.0167194452% |
| CA376 | Solano County, California | 0.7608447107% |
| CA377 | Soledad City, California | 0.0073442915% |
| CA378 | Sonoma City, California | 0.0221333122% |
| CA379 | Sonoma County, California | 1.2365787659% |
| CA380 | South El Monte City, California | 0.0047782214% |
| CA381 | South Gate City, California | 0.0200614692% |
| CA382 | South Lake Tahoe City, California | 0.0802932013% |
| CA383 | South Pasadena City, California | 0.0115020448% |
| CA384 | South San Francisco City, California | 0.0427068345% |
| CA385 | Stanislaus County, California | 1.7144538588% |
| CA386 | Stanton City, California | 0.0352275317% |
| CA387 | Stockton City, California | 0.3112856617% |
| CA388 | Suisun City, California | 0.0212574757% |
| CA389 | Sunnyvale City, California | 0.0523734685% |
| CA390 | Susanville City, California | 0.0264595242% |
| CA391 | Sutter County, California | 0.3091952156% |
| CA392 | Tehachapi City, California | 0.0088777547% |
| CA393 | Tehama County, California | 0.2209052187% |
| CA394 | Temecula City, California | 0.0217286591% |
| CA395 | Temple City, California | 0.0047651056% |
| CA396 | Thousand Oaks City, California | 0.0217061387% |
| CA397 | Torrance City, California | 0.1109839555% |
| CA398 | Tracy City, California | 0.0835013242% |
| CA399 | Trinity County, California | 0.0817816555% |
| CA400 | Truckee Town, California | 0.0028775967% |
| CA401 | Tulare City, California | 0.0364714654% |
| CA402 | Tulare County, California | 0.8087538316% |
| CA403 | Tuolumne County, California | 0.5067147037% |
| CA404 | Turlock City, California | 0.0641856759% |
| CA405 | Tustin City, California | 0.0724358417% |
| CA406 | Twentynine Palms City, California | 0.0015204426% |
| CA407 | Ukiah City, California | 0.0382673703% |
| CA408 | Union City, California | 0.0425306998% |
| CA409 | Upland City, California | 0.0512150964% |
| CA410 | Vacaville City, California | 0.1178230927% |
| CA411 | Vallejo City, California | 0.1657416975% |
| CA412 | Ventura County, California | 2.1839799975% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|-------|----------------------------------|---------------|
| CA413 | Victorville City, California | 0.0325051195% |
| CA414 | Visalia City, California | 0.0658641260% |
| CA415 | Vista City, California | 0.0512970262% |
| CA416 | Walnut City, California | 0.0057076310% |
| CA417 | Walnut Creek City, California | 0.0255961215% |
| CA418 | Wasco City, California | 0.0084294089% |
| CA419 | Watsonville City, California | 0.0627585660% |
| CA420 | West Covina City, California | 0.0488085245% |
| CA421 | West Hollywood City, California | 0.0130934425% |
| CA422 | West Sacramento City, California | 0.0656765408% |
| CA423 | Westminster City, California | 0.1035064607% |
| CA424 | Whittier City, California | 0.0314414123% |
| CA425 | Wildomar City, California | 0.0075417889% |
| CA426 | Windsor Town, California | 0.0156005948% |
| CA427 | Woodland City, California | 0.0576637113% |
| CA428 | Yolo County, California | 0.3670120496% |
| CA429 | Yorba Linda City, California | 0.0437048044% |
| CA430 | Yuba City, California | 0.0731487702% |
| CA431 | Yuba County, California | 0.2142726346% |
| CA432 | Yucaipa City, California | 0.0155378708% |
| CA433 | Yucca Valley Town, California | 0.0025608365% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|------|---------------------------------|----------------|
| CO1 | Adams County, Colorado | 6.4563067236% |
| CO2 | Alamosa City, Colorado | 0.0745910871% |
| CO3 | Alamosa County, Colorado | 0.4334718288% |
| CO4 | Arapahoe County, Colorado | 4.8467256550% |
| CO5 | Archuleta County, Colorado | 0.1370425096% |
| CO6 | Arvada City, Colorado | 1.2841799450% |
| CO7 | Aurora City, Colorado | 4.2914496137% |
| CO8 | Baca County, Colorado | 0.0592396985% |
| CO9 | Bent County, Colorado | 0.1133427512% |
| CO10 | Black Hawk City, Colorado | 0.0260393489% |
| CO11 | Boulder City, Colorado | 1.8402051032% |
| CO12 | Boulder County, Colorado | 2.8040191342% |
| CO13 | Brighton City, Colorado | 0.1405791210% |
| CO14 | Broomfield City, Colorado | 1.0013917112% |
| CO15 | Cañon City, Colorado | 0.3070751207% |
| CO16 | Castle Pines City, Colorado | 0.0073662408% |
| CO17 | Castle Rock Town, Colorado | 0.4961417855% |
| CO18 | Centennial City, Colorado | 0.0476600277% |
| CO19 | Chaffee County, Colorado | 0.3604069298% |
| CO20 | Cheyenne County, Colorado | 0.0159109271% |
| CO21 | Clear Creek County, Colorado | 0.1380433961% |
| CO22 | Colorado Springs City, Colorado | 9.6056573895% |
| CO23 | Commerce City, Colorado | 0.4459216299% |
| CO24 | Conejos County, Colorado | 0.2108486947% |
| CO25 | Costilla County, Colorado | 0.0552334207% |
| CO26 | Crowley County, Colorado | 0.0933584380% |
| CO27 | Custer County, Colorado | 0.0412185507% |
| CO28 | Delta County, Colorado | 0.5440118792% |
| CO29 | Denver City, Colorado | 15.0041699144% |
| CO30 | Dolores County, Colorado | 0.0352358134% |
| CO31 | Douglas County, Colorado | 2.6394119072% |
| CO32 | Durango City, Colorado | 0.2380966286% |
| CO33 | Eagle County, Colorado | 0.6187127797% |
| CO34 | El Paso County, Colorado | 2.2654220766% |
| CO35 | Elbert County, Colorado | 0.2804372613% |
| CO36 | Englewood City, Colorado | 0.6035403160% |
| CO37 | Erie Town, Colorado | 0.0550006818% |
| CO38 | Evans City, Colorado | 0.1783043118% |
| CO39 | Federal Heights City, Colorado | 0.1079698153% |
| CO40 | Firestone Town, Colorado | 0.0578836029% |
| CO41 | Fort Collins City, Colorado | 1.1954809288% |
| CO42 | Fort Morgan City, Colorado | 0.1301284524% |
| CO43 | Fountain City, Colorado | 0.1186014119% |
| CO44 | Frederick Town, Colorado | 0.0483214578% |
| CO45 | Fremont County, Colorado | 0.6866476799% |
| CO46 | Fruita City, Colorado | 0.0482720145% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|------|----------------------------------|---------------|
| CO47 | Garfield County, Colorado | 0.8376446894% |
| CO48 | Gilpin County, Colorado | 0.0300906083% |
| CO49 | Golden City, Colorado | 0.3661894352% |
| CO50 | Grand County, Colorado | 0.2036540033% |
| CO51 | Grand Junction City, Colorado | 1.0740385726% |
| CO52 | Greeley City, Colorado | 1.2128607699% |
| CO53 | Greenwood Village City, Colorado | 0.3058723632% |
| CO54 | Gunnison County, Colorado | 0.1912939834% |
| CO55 | Hinsdale County, Colorado | 0.0112390306% |
| CO56 | Hudson Town, Colorado | 0.0002554118% |
| CO57 | Huerfano County, Colorado | 0.2504945278% |
| CO58 | Jackson County, Colorado | 0.0309834115% |
| CO59 | Jefferson County, Colorado | 6.2301417879% |
| CO60 | Johnstown, Colorado | 0.0880406820% |
| CO61 | Kiowa County, Colorado | 0.0142237522% |
| CO62 | Kit Carson County, Colorado | 0.0939715175% |
| CO63 | La Plata County, Colorado | 0.5745585865% |
| CO64 | Lafayette City, Colorado | 0.1923606122% |
| CO65 | Lake County, Colorado | 0.0989843273% |
| CO66 | Lakewood City, Colorado | 1.6765864702% |
| CO67 | Larimer County, Colorado | 3.6771380213% |
| CO68 | Las Animas County, Colorado | 0.6303942510% |
| CO69 | Lincoln County, Colorado | 0.0819433053% |
| CO70 | Littleton City, Colorado | 0.9911426404% |
| CO71 | Logan County, Colorado | 0.2819912214% |
| CO72 | Lone Tree City, Colorado | 0.1937076023% |
| CO73 | Longmont City, Colorado | 0.8513027113% |
| CO74 | Louisville City, Colorado | 0.0837469407% |
| CO75 | Loveland City, Colorado | 1.5095861119% |
| CO76 | Mesa County, Colorado | 1.7687427882% |
| CO77 | Mineral County, Colorado | 0.0039157682% |
| CO78 | Moffat County, Colorado | 0.2325862894% |
| CO79 | Montezuma County, Colorado | 0.4428801804% |
| CO80 | Montrose City, Colorado | 0.0375815957% |
| CO81 | Montrose County, Colorado | 0.5319658200% |
| CO82 | Morgan County, Colorado | 0.3376035258% |
| CO83 | Northglenn City, Colorado | 0.1972243635% |
| CO84 | Otero County, Colorado | 0.4486069596% |
| CO85 | Ouray County, Colorado | 0.0534887895% |
| CO86 | Park County, Colorado | 0.1673691348% |
| CO87 | Parker Town, Colorado | 0.3247124678% |
| CO88 | Phillips County, Colorado | 0.0713973011% |
| CO89 | Pitkin County, Colorado | 0.1746622577% |
| CO90 | Prowers County, Colorado | 0.1726881656% |
| CO91 | Pueblo City, Colorado | 2.5730616529% |
| CO92 | Pueblo County, Colorado | 3.1025919095% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|-------|----------------------------------|---------------|
| CO93 | Rio Blanco County, Colorado | 0.1012968741% |
| CO94 | Rio Grande County, Colorado | 0.2526177695% |
| CO95 | Routt County, Colorado | 0.2323178565% |
| CO96 | Saguache County, Colorado | 0.0666194156% |
| CO97 | San Juan County, Colorado | 0.0097000947% |
| CO98 | San Miguel County, Colorado | 0.1004727271% |
| CO99 | Sedgwick County, Colorado | 0.0618109352% |
| CO100 | Sheridan City, Colorado | 0.2306795787% |
| CO101 | Steamboat Springs City, Colorado | 0.1513646932% |
| CO102 | Sterling City, Colorado | 0.0995110857% |
| CO103 | Summit County, Colorado | 0.3761345614% |
| CO104 | Superior Town, Colorado | 0.0014920421% |
| CO105 | Teller County, Colorado | 0.6218972779% |
| CO106 | Thornton City, Colorado | 1.0031200434% |
| CO107 | Washington County, Colorado | 0.0356553080% |
| CO108 | Weld County, Colorado | 2.2921158443% |
| CO109 | Wellington Town, Colorado | 0.0235131848% |
| CO110 | Westminster City, Colorado | 1.1920065086% |
| CO111 | Wheat Ridge City, Colorado | 0.3438324783% |
| CO112 | Windsor Town, Colorado | 0.0900350795% |
| CO113 | Yuma County, Colorado | 0.0992146077% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|------|---------------------------------|---------------|
| CT1 | Andover Town, Connecticut | 0.0513214640% |
| CT2 | Ansonia City, Connecticut | 0.5316052437% |
| CT3 | Ashford Town, Connecticut | 0.1096965130% |
| CT4 | Avon Town, Connecticut | 0.5494886534% |
| CT5 | Barkhamsted Town, Connecticut | 0.0620629520% |
| CT6 | Beacon Falls Town, Connecticut | 0.1953947308% |
| CT7 | Berlin Town, Connecticut | 0.5215629385% |
| CT8 | Bethany Town, Connecticut | 0.1039156068% |
| CT9 | Bethel Town, Connecticut | 0.3522422145% |
| CT10 | Bethlehem Town, Connecticut | 0.0078647202% |
| CT11 | Bloomfield Town, Connecticut | 0.4888368136% |
| CT12 | Bolton Town, Connecticut | 0.1520831395% |
| CT13 | Bozrah Town, Connecticut | 0.0582057867% |
| CT14 | Branford Town, Connecticut | 0.8903816954% |
| CT15 | Bridgeport City, Connecticut | 3.2580743095% |
| CT16 | Bridgewater Town, Connecticut | 0.0118125935% |
| CT17 | Bristol City, Connecticut | 1.3355768908% |
| CT18 | Brookfield Town, Connecticut | 0.3087903124% |
| CT19 | Brooklyn Town, Connecticut | 0.1880661562% |
| CT20 | Burlington Town, Connecticut | 0.2348761319% |
| CT21 | Canaan Town, Connecticut | 0.0343343640% |
| CT22 | Canterbury Town, Connecticut | 0.1354310071% |
| CT23 | Canton Town, Connecticut | 0.2669011966% |
| CT24 | Chaplin Town, Connecticut | 0.0523959290% |
| CT25 | Cheshire Town, Connecticut | 0.9783113499% |
| CT26 | Chester Town, Connecticut | 0.0772387574% |
| CT27 | Clinton Town, Connecticut | 0.5348726093% |
| CT28 | Colchester Town, Connecticut | 0.6134395770% |
| CT29 | Colebrook Town, Connecticut | 0.0296870114% |
| CT30 | Columbia Town, Connecticut | 0.1005666237% |
| CT31 | Cornwall Town, Connecticut | 0.0486027928% |
| CT32 | Coventry Town, Connecticut | 0.3460011479% |
| CT33 | Cromwell Town, Connecticut | 0.4750451453% |
| CT34 | Danbury City, Connecticut | 1.1556465907% |
| CT35 | Darien Town, Connecticut | 0.6429649345% |
| CT36 | Deep River Town, Connecticut | 0.0924563595% |
| CT37 | Derby City, Connecticut | 0.3503125449% |
| CT38 | Durham Town, Connecticut | 0.0079309232% |
| CT39 | East Granby Town, Connecticut | 0.1455975170% |
| CT40 | East Haddam Town, Connecticut | 0.3145696377% |
| CT41 | East Hampton Town, Connecticut | 0.4637546663% |
| CT42 | East Hartford Town, Connecticut | 1.2645454069% |
| CT43 | East Haven Town, Connecticut | 0.8590923735% |
| CT44 | East Lyme Town, Connecticut | 0.6375826296% |
| CT45 | East Windsor Town, Connecticut | 0.2419743793% |
| CT46 | Eastford Town, Connecticut | 0.0446651958% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|------|---------------------------------|---------------|
| CT47 | Easton Town, Connecticut | 0.1354961231% |
| CT48 | Ellington Town, Connecticut | 0.4010047839% |
| CT49 | Enfield Town, Connecticut | 0.9173431190% |
| CT50 | Essex Town, Connecticut | 0.1431870357% |
| CT51 | Fairfield Town, Connecticut | 1.4212308415% |
| CT52 | Farmington Town, Connecticut | 0.6572091547% |
| CT53 | Franklin Town, Connecticut | 0.0446032416% |
| CT54 | Glastonbury Town, Connecticut | 1.0420644550% |
| CT55 | Goshen Town, Connecticut | 0.0030464255% |
| CT56 | Granby Town, Connecticut | 0.2928405247% |
| CT57 | Greenwich Town, Connecticut | 1.5644702467% |
| CT58 | Griswold Town, Connecticut | 0.3865570141% |
| CT59 | Groton Town, Connecticut | 1.4033874500% |
| CT60 | Guilford Town, Connecticut | 0.8399392493% |
| CT61 | Haddam Town, Connecticut | 0.0151716553% |
| CT62 | Hamden Town, Connecticut | 1.7724359413% |
| CT63 | Hampton Town, Connecticut | 0.0429454985% |
| CT64 | Hartford City, Connecticut | 5.3268549899% |
| CT65 | Hartland Town, Connecticut | 0.0359782738% |
| CT66 | Harwinton Town, Connecticut | 0.0126363764% |
| CT67 | Hebron Town, Connecticut | 0.1593443254% |
| CT68 | Kent Town, Connecticut | 0.0835899976% |
| CT69 | Killingly Town, Connecticut | 0.6116898413% |
| CT70 | Killingworth Town, Connecticut | 0.2652963170% |
| CT71 | Lebanon Town, Connecticut | 0.2746607824% |
| CT72 | Ledyard Town, Connecticut | 0.5514380850% |
| CT73 | Lisbon Town, Connecticut | 0.1156355161% |
| CT74 | Litchfield Town, Connecticut | 0.3481982974% |
| CT75 | Lyme Town, Connecticut | 0.0023141411% |
| CT76 | Madison Town, Connecticut | 0.7594223560% |
| CT77 | Manchester Town, Connecticut | 1.3929765818% |
| CT78 | Mansfield Town, Connecticut | 0.3058754037% |
| CT79 | Marlborough Town, Connecticut | 0.0766010346% |
| CT80 | Meriden City, Connecticut | 1.8508778149% |
| CT81 | Middlebury Town, Connecticut | 0.0276033951% |
| CT82 | Middlefield Town, Connecticut | 0.0075627554% |
| CT83 | Middletown City, Connecticut | 1.5343128975% |
| CT84 | Milford City, Connecticut | 1.8215679630% |
| CT85 | Monroe Town, Connecticut | 0.4307375445% |
| CT86 | Montville Town, Connecticut | 0.5806185940% |
| CT87 | Morris Town, Connecticut | 0.0099785725% |
| CT88 | Naugatuck Borough, Connecticut | 1.0644527326% |
| CT89 | New Britain City, Connecticut | 1.5740557511% |
| CT90 | New Canaan Town, Connecticut | 0.6136187204% |
| CT91 | New Fairfield Town, Connecticut | 0.2962030448% |
| CT92 | New Hartford Town, Connecticut | 0.1323482193% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|-------|------------------------------------|---------------|
| CT93 | New Haven City, Connecticut | 5.8061427601% |
| CT94 | New London City, Connecticut | 1.0536729060% |
| CT95 | New Milford Town, Connecticut | 1.0565475001% |
| CT96 | Newington Town, Connecticut | 0.7132456565% |
| CT97 | Newtown, Connecticut | 0.5964476353% |
| CT98 | Norfolk Town, Connecticut | 0.0442819100% |
| CT99 | North Branford Town, Connecticut | 0.4795791623% |
| CT100 | North Canaan Town, Connecticut | 0.0913148022% |
| CT101 | North Haven Town, Connecticut | 0.7922543069% |
| CT102 | North Stonington Town, Connecticut | 0.1803885830% |
| CT103 | Norwalk City, Connecticut | 1.5918210823% |
| CT104 | Norwich City, Connecticut | 1.1639182124% |
| CT105 | Old Lyme Town, Connecticut | 0.0247921386% |
| CT106 | Old Saybrook Town, Connecticut | 0.4181170767% |
| CT107 | Orange Town, Connecticut | 0.3683598812% |
| CT108 | Oxford Town, Connecticut | 0.3955127994% |
| CT109 | Plainfield Town, Connecticut | 0.5352043161% |
| CT110 | Plainville Town, Connecticut | 0.3937549612% |
| CT111 | Plymouth Town, Connecticut | 0.4213382978% |
| CT112 | Pomfret Town, Connecticut | 0.1174722050% |
| CT113 | Portland Town, Connecticut | 0.3205523149% |
| CT114 | Preston Town, Connecticut | 0.1319895374% |
| CT115 | Prospect Town, Connecticut | 0.3056173107% |
| CT116 | Putnam Town, Connecticut | 0.2953254103% |
| CT117 | Redding Town, Connecticut | 0.1726435223% |
| CT118 | Ridgefield Town, Connecticut | 0.6645173744% |
| CT119 | Rocky Hill Town, Connecticut | 0.3929175425% |
| CT120 | Roxbury Town, Connecticut | 0.0037924445% |
| CT121 | Salem Town, Connecticut | 0.1075219911% |
| CT122 | Salisbury Town, Connecticut | 0.1052257347% |
| CT123 | Scotland Town, Connecticut | 0.0395212218% |
| CT124 | Seymour Town, Connecticut | 0.5301171581% |
| CT125 | Sharon Town, Connecticut | 0.0761294123% |
| CT126 | Shelton City, Connecticut | 0.5601099879% |
| CT127 | Sherman Town, Connecticut | 0.0494382353% |
| CT128 | Simsbury Town, Connecticut | 0.6988446241% |
| CT129 | Somers Town, Connecticut | 0.2491740063% |
| CT130 | South Windsor Town, Connecticut | 0.7310935932% |
| CT131 | Southbury Town, Connecticut | 0.0581965974% |
| CT132 | Southington Town, Connecticut | 0.9683065927% |
| CT133 | Sprague Town, Connecticut | 0.0874709763% |
| CT134 | Stafford Town, Connecticut | 0.3388202949% |
| CT135 | Stamford City, Connecticut | 2.9070395589% |
| CT136 | Sterling Town, Connecticut | 0.0949826467% |
| CT137 | Stonington Town, Connecticut | 0.5576891315% |
| CT138 | Stratford Town, Connecticut | 0.9155695700% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|-------|---------------------------------|---------------|
| CT139 | Suffield Town, Connecticut | 0.3402792315% |
| CT140 | Thomaston Town, Connecticut | 0.2664061562% |
| CT141 | Thompson Town, Connecticut | 0.2673479187% |
| CT142 | Tolland Town, Connecticut | 0.4342020371% |
| CT143 | Torrington City, Connecticut | 1.3652460176% |
| CT144 | Trumbull Town, Connecticut | 0.7617744403% |
| CT145 | Union Town, Connecticut | 0.0153941764% |
| CT146 | Vernon Town, Connecticut | 0.7027162157% |
| CT147 | Voluntown, Connecticut | 0.0733181557% |
| CT148 | Wallingford Town, Connecticut | 1.5350353996% |
| CT149 | Warren Town, Connecticut | 0.0489758024% |
| CT150 | Washington Town, Connecticut | 0.1553517897% |
| CT151 | Waterbury City, Connecticut | 4.6192219654% |
| CT152 | Waterford Town, Connecticut | 0.7608802056% |
| CT153 | Watertown, Connecticut | 0.6868118808% |
| CT154 | West Hartford Town, Connecticut | 1.6216697477% |
| CT155 | West Haven City, Connecticut | 1.4026972589% |
| CT156 | Westbrook Town, Connecticut | 0.2586999280% |
| CT157 | Weston Town, Connecticut | 0.3664201329% |
| CT158 | Westport Town, Connecticut | 0.8921084083% |
| CT159 | Wethersfield Town, Connecticut | 0.6208707168% |
| CT160 | Willington Town, Connecticut | 0.0975268185% |
| CT161 | Wilton Town, Connecticut | 0.6378099925% |
| CT162 | Winchester Town, Connecticut | 0.3760305376% |
| CT163 | Windham Town, Connecticut | 1.0108949901% |
| CT164 | Windsor Locks Town, Connecticut | 0.3174167624% |
| CT165 | Windsor Town, Connecticut | 0.7548324123% |
| CT166 | Wolcott Town, Connecticut | 0.5443693820% |
| CT167 | Woodbridge Town, Connecticut | 0.2435300513% |
| CT168 | Woodbury Town, Connecticut | 0.3411988605% |
| CT169 | Woodmont Borough, Connecticut | 0.0173159412% |
| CT170 | Woodstock Town, Connecticut | 0.1817110623% |

Allocations are subject to change pursuant to a State-Subdivision Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.

| | | |
|------|-----------------------------|----------------|
| DE1 | Dover City, Delaware | 7.2964973046% |
| DE2 | Kent County, Delaware | 6.5479520244% |
| DE3 | Middletown, Delaware | 0.7391705309% |
| DE4 | Milford City, Delaware | 2.0974096596% |
| DE5 | New Castle County, Delaware | 32.3098315772% |
| DE6 | Newark City, Delaware | 2.6861540739% |
| DE7 | Seaford City, Delaware | 1.9021182635% |
| DE8 | Smyrna Town, Delaware | 1.6675857161% |
| DE9 | Sussex County, Delaware | 23.0032093630% |
| DE10 | Wilmington City, Delaware | 21.7500714866% |

Allocations are subject to change pursuant to a State-Subdivision Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.

| | | |
|-----|----------------------------------|-------------------|
| DC1 | Washington, District of Columbia | 100.000000000000% |
|-----|----------------------------------|-------------------|

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|------|------------------------------------|---------------|
| FL1 | Alachua County, Florida | 0.8594613234% |
| FL2 | Altamonte Springs City, Florida | 0.0813054302% |
| FL3 | Apopka City, Florida | 0.0972154704% |
| FL4 | Atlantic Beach City, Florida | 0.0388915664% |
| FL5 | Auburndale City, Florida | 0.0286367831% |
| FL6 | Aventura City, Florida | 0.0246200756% |
| FL7 | Avon Park City, Florida | 0.0258288737% |
| FL8 | Baker County, Florida | 0.1931736622% |
| FL9 | Bartow City, Florida | 0.0439725748% |
| FL10 | Bay County, Florida | 0.5394465693% |
| FL11 | Belle Glade City, Florida | 0.0208278128% |
| FL12 | Boca Raton City, Florida | 0.4720689632% |
| FL13 | Bonita Springs City, Florida | 0.0173754580% |
| FL14 | Boynton Beach City, Florida | 0.3064979246% |
| FL15 | Bradenton City, Florida | 0.3799303249% |
| FL16 | Bradford County, Florida | 0.1894834807% |
| FL17 | Brevard County, Florida | 2.3870763525% |
| FL18 | Broward County, Florida | 4.0626227708% |
| FL19 | Calhoun County, Florida | 0.0471282181% |
| FL20 | Callaway City, Florida | 0.0249535015% |
| FL21 | Cape Canaveral City, Florida | 0.0455607190% |
| FL22 | Cape Coral City, Florida | 0.7144300110% |
| FL23 | Casselberry City, Florida | 0.0800352962% |
| FL24 | Charlotte County, Florida | 0.6902251426% |
| FL25 | Citrus County, Florida | 0.9696466473% |
| FL26 | Clay County, Florida | 1.1934300121% |
| FL27 | Clearwater City, Florida | 0.6338625372% |
| FL28 | Clermont City, Florida | 0.0759095348% |
| FL29 | Cocoa Beach City, Florida | 0.0843632048% |
| FL30 | Cocoa City, Florida | 0.1492447199% |
| FL31 | Coconut Creek City, Florida | 0.1011309318% |
| FL32 | Collier County, Florida | 1.3548224874% |
| FL33 | Columbia County, Florida | 0.3421221973% |
| FL34 | Cooper City, Florida | 0.0739363249% |
| FL35 | Coral Gables City, Florida | 0.0717799422% |
| FL36 | Coral Springs City, Florida | 0.3234064085% |
| FL37 | Crestview City, Florida | 0.0704397566% |
| FL38 | Cutler Bay Town, Florida | 0.0094141463% |
| FL39 | Dania Beach City, Florida | 0.0178067890% |
| FL40 | Davie Town, Florida | 0.2669225293% |
| FL41 | Daytona Beach City, Florida | 0.4475559985% |
| FL42 | Daytona Beach Shores City, Florida | 0.0397433158% |
| FL43 | De Soto County, Florida | 0.1136404205% |
| FL44 | Debary City, Florida | 0.0352833296% |
| FL45 | Deerfield Beach City, Florida | 0.2024233562% |
| FL46 | Deland City, Florida | 0.0989843542% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|------|----------------------------------|---------------|
| FL47 | Delray Beach City, Florida | 0.3518466005% |
| FL48 | Deltona City, Florida | 0.1993292304% |
| FL49 | Destin City, Florida | 0.0146783092% |
| FL50 | Dixie County, Florida | 0.1037443927% |
| FL51 | Doral City, Florida | 0.0139780477% |
| FL52 | Dunedin City, Florida | 0.1024411213% |
| FL53 | Eatonville Town, Florida | 0.0083256415% |
| FL54 | Edgewater City, Florida | 0.0580427172% |
| FL55 | Escambia County, Florida | 1.0109990610% |
| FL56 | Esterro Village, Florida | 0.0120797555% |
| FL57 | Eustis City, Florida | 0.0419300395% |
| FL58 | Fernandina Beach City, Florida | 0.0831601989% |
| FL59 | Flagler County, Florida | 0.3050082484% |
| FL60 | Florida City, Florida | 0.0039287890% |
| FL61 | Fort Lauderdale City, Florida | 0.8305816295% |
| FL62 | Fort Myers City, Florida | 0.4310995634% |
| FL63 | Fort Pierce City, Florida | 0.1595358726% |
| FL64 | Fort Walton Beach City, Florida | 0.0778370605% |
| FL65 | Franklin County, Florida | 0.0499106708% |
| FL66 | Fruitland Park City, Florida | 0.0083820932% |
| FL67 | Gadsden County, Florida | 0.1236554705% |
| FL68 | Gainesville City, Florida | 0.3815982894% |
| FL69 | Gilchrist County, Florida | 0.0643335042% |
| FL70 | Glades County, Florida | 0.0406124963% |
| FL71 | Greenacres City, Florida | 0.0764248986% |
| FL72 | Groveland City, Florida | 0.0261531482% |
| FL73 | Gulf County, Florida | 0.0599141908% |
| FL74 | Gulfport City, Florida | 0.0478945547% |
| FL75 | Haines City, Florida | 0.0479847066% |
| FL76 | Hallandale Beach City, Florida | 0.1549505272% |
| FL77 | Hamilton County, Florida | 0.0479418005% |
| FL78 | Hardee County, Florida | 0.0671103643% |
| FL79 | Hendry County, Florida | 0.1444608951% |
| FL80 | Hernando County, Florida | 1.5100758996% |
| FL81 | Hialeah City, Florida | 0.0980156525% |
| FL82 | Hialeah Gardens City, Florida | 0.0054519294% |
| FL83 | Highlands County, Florida | 0.2931860386% |
| FL84 | Hillsborough County, Florida | 6.5231125308% |
| FL85 | Holly Hill City, Florida | 0.0316162444% |
| FL86 | Hollywood City, Florida | 0.5201647754% |
| FL87 | Holmes County, Florida | 0.0816118922% |
| FL88 | Homestead City, Florida | 0.0249353985% |
| FL89 | Indian River County, Florida | 0.6541177901% |
| FL90 | Jackson County, Florida | 0.1589357678% |
| FL91 | Jacksonville Beach City, Florida | 0.1004466852% |
| FL92 | Jacksonville City, Florida | 5.2956380196% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|-------|--------------------------------|---------------|
| FL93 | Jefferson County, Florida | 0.0408207989% |
| FL94 | Jupiter Town, Florida | 0.1254666431% |
| FL95 | Key Biscayne Village, Florida | 0.0136838783% |
| FL96 | Key West City, Florida | 0.0880867779% |
| FL97 | Kissimmee City, Florida | 0.1623657708% |
| FL98 | Lady Lake Town, Florida | 0.0250481927% |
| FL99 | Lafayette County, Florida | 0.0319113399% |
| FL100 | Lake City, Florida | 0.1046594391% |
| FL101 | Lake County, Florida | 0.7815478562% |
| FL102 | Lake Mary City, Florida | 0.0797674370% |
| FL103 | Lake Wales City, Florida | 0.0362931762% |
| FL104 | Lake Worth City, Florida | 0.1171459041% |
| FL105 | Lakeland City, Florida | 0.2948749206% |
| FL106 | Lantana Town, Florida | 0.0245078987% |
| FL107 | Largo City, Florida | 0.3741936498% |
| FL108 | Lauderdale Lakes City, Florida | 0.0626243040% |
| FL109 | Lauderhill City, Florida | 0.1443830721% |
| FL110 | Lee County, Florida | 2.1503874299% |
| FL111 | Leesburg City, Florida | 0.0913398906% |
| FL112 | Leon County, Florida | 0.4712019797% |
| FL113 | Levy County, Florida | 0.2511923208% |
| FL114 | Liberty County, Florida | 0.0193986191% |
| FL115 | Lighthouse Point City, Florida | 0.0291322827% |
| FL116 | Longwood City, Florida | 0.0617091669% |
| FL117 | Lynn Haven City, Florida | 0.0392057816% |
| FL118 | Madison County, Florida | 0.0635403309% |
| FL119 | Maitland City, Florida | 0.0467282451% |
| FL120 | Manatee County, Florida | 2.2885234019% |
| FL121 | Marco Island City, Florida | 0.0620945413% |
| FL122 | Margate City, Florida | 0.1436833554% |
| FL123 | Marion County, Florida | 1.3321814866% |
| FL124 | Martin County, Florida | 0.7882651079% |
| FL125 | Melbourne City, Florida | 0.3831054876% |
| FL126 | Miami Beach City, Florida | 0.1814092477% |
| FL127 | Miami City, Florida | 0.2927934557% |
| FL128 | Miami Gardens City, Florida | 0.0406839641% |
| FL129 | Miami Lakes Town, Florida | 0.0078375139% |
| FL130 | Miami Shores Village, Florida | 0.0062876094% |
| FL131 | Miami Springs City, Florida | 0.0061694950% |
| FL132 | Miami-Dade County, Florida | 4.3271705192% |
| FL133 | Milton City, Florida | 0.0466314657% |
| FL134 | Minneola City, Florida | 0.0160580418% |
| FL135 | Miramar City, Florida | 0.2792796404% |
| FL136 | Monroe County, Florida | 0.3883011967% |
| FL137 | Mount Dora City, Florida | 0.0410212212% |
| FL138 | Naples City, Florida | 0.1344157944% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|-------|-----------------------------------|---------------|
| FL139 | Nassau County, Florida | 0.3937725183% |
| FL140 | New Port Richey City, Florida | 0.1498783253% |
| FL141 | New Smyrna Beach City, Florida | 0.1040660344% |
| FL142 | Niceville City, Florida | 0.0217446385% |
| FL143 | North Lauderdale City, Florida | 0.0660690508% |
| FL144 | North Miami Beach City, Florida | 0.0303917946% |
| FL145 | North Miami City, Florida | 0.0303784307% |
| FL146 | North Palm Beach Village, Florida | 0.0443491609% |
| FL147 | North Port City, Florida | 0.2096119036% |
| FL148 | Oakland Park City, Florida | 0.1004312332% |
| FL149 | Ocala City, Florida | 0.3689945815% |
| FL150 | Ocoee City, Florida | 0.0666000846% |
| FL151 | Okaloosa County, Florida | 0.6345124117% |
| FL152 | Okeechobee County, Florida | 0.3534953181% |
| FL153 | Oldsmar City, Florida | 0.0394219828% |
| FL154 | Opa-Locka City, Florida | 0.0078475369% |
| FL155 | Orange City, Florida | 0.0335624179% |
| FL156 | Orange County, Florida | 3.1307419804% |
| FL157 | Orlando City, Florida | 1.1602492100% |
| FL158 | Ormond Beach City, Florida | 0.1146438211% |
| FL159 | Osceola County, Florida | 0.8372491116% |
| FL160 | Oviedo City, Florida | 0.1031308696% |
| FL161 | Palatka City, Florida | 0.0469549231% |
| FL162 | Palm Bay City, Florida | 0.4048169342% |
| FL163 | Palm Beach County, Florida | 5.9784001645% |
| FL164 | Palm Beach Gardens City, Florida | 0.2336752163% |
| FL165 | Palm Coast City, Florida | 0.0848564709% |
| FL166 | Palm Springs Village, Florida | 0.0380209877% |
| FL167 | Palmetto Bay Village, Florida | 0.0074040767% |
| FL168 | Palmetto City, Florida | 0.0528697594% |
| FL169 | Panama City Beach City, Florida | 0.0808973045% |
| FL170 | Panama City, Florida | 0.1551531466% |
| FL171 | Parkland City, Florida | 0.0458042834% |
| FL172 | Pasco County, Florida | 4.4295368317% |
| FL173 | Pembroke Pines City, Florida | 0.4628331778% |
| FL174 | Pensacola City, Florida | 0.3306359554% |
| FL175 | Pinecrest Village, Florida | 0.0082965714% |
| FL176 | Pinellas County, Florida | 4.7935359992% |
| FL177 | Pinellas Park City, Florida | 0.2516664490% |
| FL178 | Plant City, Florida | 0.1042185754% |
| FL179 | Plantation City, Florida | 0.2139192761% |
| FL180 | Polk County, Florida | 1.6016881161% |
| FL181 | Pompano Beach City, Florida | 0.3354719648% |
| FL182 | Port Orange City, Florida | 0.1775970116% |
| FL183 | Port St. Lucie City, Florida | 0.3908042602% |
| FL184 | Punta Gorda City, Florida | 0.0471207554% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|-------|-----------------------------------|---------------|
| FL185 | Putnam County, Florida | 0.3379382594% |
| FL186 | Riviera Beach City, Florida | 0.1636174387% |
| FL187 | Rockledge City, Florida | 0.0966039082% |
| FL188 | Royal Palm Beach Village, Florida | 0.0492948779% |
| FL189 | Safety Harbor City, Florida | 0.0380615697% |
| FL190 | Sanford City, Florida | 0.1642438718% |
| FL191 | Santa Rosa County, Florida | 0.6546368035% |
| FL192 | Sarasota City, Florida | 0.4842803786% |
| FL193 | Sarasota County, Florida | 1.9688041245% |
| FL194 | Satellite Beach City, Florida | 0.0359750389% |
| FL195 | Sebastian City, Florida | 0.0383157745% |
| FL196 | Sebring City, Florida | 0.0381728569% |
| FL197 | Seminole City, Florida | 0.0952489243% |
| FL198 | Seminole County, Florida | 1.5086951138% |
| FL199 | South Daytona City, Florida | 0.0452214101% |
| FL200 | South Miami City, Florida | 0.0078330472% |
| FL201 | St Johns County, Florida | 0.6638216753% |
| FL202 | St Lucie County, Florida | 0.9562887503% |
| FL203 | St. Augustine City, Florida | 0.0465108819% |
| FL204 | St. Cloud City, Florida | 0.0738366040% |
| FL205 | St. Petersburg City, Florida | 1.4565924173% |
| FL206 | Stuart City, Florida | 0.0812230134% |
| FL207 | Sumter County, Florida | 0.3263986345% |
| FL208 | Sunny Isles Beach City, Florida | 0.0076937793% |
| FL209 | Sunrise City, Florida | 0.2860704481% |
| FL210 | Suwannee County, Florida | 0.1910149373% |
| FL211 | Sweetwater City, Florida | 0.0041159745% |
| FL212 | Tallahassee City, Florida | 0.4259972563% |
| FL213 | Tamarac City, Florida | 0.1344928911% |
| FL214 | Tampa City, Florida | 1.9756726462% |
| FL215 | Tarpon Springs City, Florida | 0.1019709696% |
| FL216 | Tavares City, Florida | 0.0318218598% |
| FL217 | Taylor County, Florida | 0.0921812176% |
| FL218 | Temple Terrace City, Florida | 0.1079810418% |
| FL219 | Titusville City, Florida | 0.2400558465% |
| FL220 | Union County, Florida | 0.0651555116% |
| FL221 | Venice City, Florida | 0.1423476183% |
| FL222 | Vero Beach City, Florida | 0.0606417248% |
| FL223 | Volusia County, Florida | 1.7446849189% |
| FL224 | Wakulla County, Florida | 0.1151294611% |
| FL225 | Walton County, Florida | 0.2685576832% |
| FL226 | Washington County, Florida | 0.1201244575% |
| FL227 | Wellington Village, Florida | 0.0501840680% |
| FL228 | West Melbourne City, Florida | 0.0519971652% |
| FL229 | West Palm Beach City, Florida | 0.5492662267% |
| FL230 | West Park City, Florida | 0.0295538994% |

Allocations are subject to change pursuant to a State-Subdivision Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.

| | | |
|-------|------------------------------|---------------|
| FL231 | Weston City, Florida | 0.1386373546% |
| FL232 | Wilton Manors City, Florida | 0.0316306070% |
| FL233 | Winter Garden City, Florida | 0.0562653176% |
| FL234 | Winter Haven City, Florida | 0.0970328243% |
| FL235 | Winter Park City, Florida | 0.1049029672% |
| FL236 | Winter Springs City, Florida | 0.0622621530% |
| FL237 | Zephyrhills City, Florida | 0.1126717551% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|------|---|---------------|
| GA1 | Acworth City, Georgia | 0.1010066057% |
| GA2 | Adel City, Georgia | 0.0545649432% |
| GA3 | Albany City, Georgia | 0.3157843012% |
| GA4 | Alma City, Georgia | 0.0720108615% |
| GA5 | Alpharetta City, Georgia | 0.2110377863% |
| GA6 | Americus City, Georgia | 0.0651732444% |
| GA7 | Appling County, Georgia | 0.1891925647% |
| GA8 | Arlington City, Georgia | 0.0057755147% |
| GA9 | Athens-Clarke County Unified Government, Georgia | 1.3856330305% |
| GA10 | Atkinson County, Georgia | 0.0986720780% |
| GA11 | Atlanta City, Georgia | 2.9922320659% |
| GA12 | Augusta-Richmond County Consolidated Government, Georgia | 2.7761021713% |
| GA13 | Bacon County, Georgia | 0.1326313298% |
| GA14 | Bainbridge City, Georgia | 0.0569861790% |
| GA15 | Baker County, Georgia | 0.0138992540% |
| GA16 | Baldwin County, Georgia | 0.2940093402% |
| GA17 | Banks County, Georgia | 0.2108287241% |
| GA18 | Barrow County, Georgia | 0.7562315570% |
| GA19 | Bartow County, Georgia | 1.0945235112% |
| GA20 | Ben Hill County, Georgia | 0.0834031458% |
| GA21 | Berrien County, Georgia | 0.1225733642% |
| GA22 | Blackshear City, Georgia | 0.0349161927% |
| GA23 | Blakely City, Georgia | 0.0158441397% |
| GA24 | Bleckley County, Georgia | 0.1430561858% |
| GA25 | Brantley County, Georgia | 0.2875410777% |
| GA26 | Braselton Town, Georgia | 0.0371467624% |
| GA27 | Brookhaven City, Georgia | 0.0913450445% |
| GA28 | Brooks County, Georgia | 0.1455943886% |
| GA29 | Brunswick City, Georgia | 0.1020085339% |
| GA30 | Bryan County, Georgia | 0.2289883650% |
| GA31 | Buford City, Georgia | 0.0023586547% |
| GA32 | Bulloch County, Georgia | 0.4088475182% |
| GA33 | Burke County, Georgia | 0.1875413288% |
| GA34 | Butts County, Georgia | 0.3747020131% |
| GA35 | Calhoun City, Georgia | 0.1780085402% |
| GA36 | Calhoun County, Georgia | 0.0360783561% |
| GA37 | Camden County, Georgia | 0.3387009665% |
| GA38 | Candler County, Georgia | 0.0990882539% |
| GA39 | Canton City, Georgia | 0.1378274535% |
| GA40 | Carroll County, Georgia | 1.4108548814% |
| GA41 | Carrollton City, Georgia | 0.4395018339% |
| GA42 | Cartersville City, Georgia | 0.2991406477% |
| GA43 | Catoosa County, Georgia | 1.1134068466% |
| GA44 | Chamblee City, Georgia | 0.0537051979% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|------|---|---------------|
| GA45 | Charlton County, Georgia | 0.1046313818% |
| GA46 | Chatham County, Georgia | 1.4544033708% |
| GA47 | Chattooga County, Georgia | 0.3317513109% |
| GA48 | Cherokee County, Georgia | 2.1190683851% |
| GA49 | Clarkston City, Georgia | 0.0175253481% |
| GA50 | Clay County, Georgia | 0.0274637104% |
| GA51 | Clayton County, Georgia | 1.6728881377% |
| GA52 | Clinch County, Georgia | 0.0617206810% |
| GA53 | Cobb County, Georgia | 5.8580801967% |
| GA54 | Coffee County, Georgia | 0.4164755944% |
| GA55 | College Park City, Georgia | 0.1805996391% |
| GA56 | Colquitt County, Georgia | 0.2578612394% |
| GA57 | Columbia County, Georgia | 1.2905730633% |
| GA58 | Columbus City, Georgia | 1.8227140298% |
| GA59 | Conyers City, Georgia | 0.1202231912% |
| GA60 | Cook County, Georgia | 0.0973405674% |
| GA61 | Cordele City, Georgia | 0.0583989534% |
| GA62 | Covington City, Georgia | 0.1969084378% |
| GA63 | Coweta County, Georgia | 0.9767276305% |
| GA64 | Crawford County, Georgia | 0.1282569558% |
| GA65 | Crisp County, Georgia | 0.1296658905% |
| GA66 | Cusseta-Chattahoochee County Unified Government, Georgia | 0.0695538650% |
| GA67 | Dade County, Georgia | 0.1799465490% |
| GA68 | Dallas City, Georgia | 0.0916776643% |
| GA69 | Dalton City, Georgia | 0.3628092518% |
| GA70 | Damascus City, Georgia | 0.0005040301% |
| GA71 | Dawson City, Georgia | 0.0138696254% |
| GA72 | Dawson County, Georgia | 0.3215223361% |
| GA73 | Decatur City, Georgia | 0.1040340531% |
| GA74 | Decatur County, Georgia | 0.1633371087% |
| GA75 | Dekalb County, Georgia | 4.1483991779% |
| GA76 | Demorest City, Georgia | 0.0233539880% |
| GA77 | Dodge County, Georgia | 0.3228398634% |
| GA78 | Dooly County, Georgia | 0.0758970226% |
| GA79 | Doraville City, Georgia | 0.0619484258% |
| GA80 | Dougherty County, Georgia | 0.4519146718% |
| GA81 | Douglas City, Georgia | 0.2364366638% |
| GA82 | Douglas County, Georgia | 1.2411219485% |
| GA83 | Douglasville City, Georgia | 0.2313289102% |
| GA84 | Dublin City, Georgia | 0.1598683843% |
| GA85 | Duluth City, Georgia | 0.1174400509% |
| GA86 | Dunwoody City, Georgia | 0.0823645400% |
| GA87 | Early County, Georgia | 0.0433467628% |
| GA88 | East Point City, Georgia | 0.2308433908% |
| GA89 | Echols County, Georgia | 0.0262187359% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|-------|--|---------------|
| GA90 | Effingham County, Georgia | 0.4645781207% |
| GA91 | Elbert County, Georgia | 0.2655117233% |
| GA92 | Emanuel County, Georgia | 0.2278497555% |
| GA93 | Evans County, Georgia | 0.1156959749% |
| GA94 | Fairburn City, Georgia | 0.0542552469% |
| GA95 | Fannin County, Georgia | 0.5651805280% |
| GA96 | Fayette County, Georgia | 0.6527012475% |
| GA97 | Fayetteville City, Georgia | 0.1201203794% |
| GA98 | Fitzgerald City, Georgia | 0.0569093853% |
| GA99 | Floyd County, Georgia | 0.9887350092% |
| GA100 | Forest Park City, Georgia | 0.1455200592% |
| GA101 | Forsyth County, Georgia | 1.7110664570% |
| GA102 | Franklin County, Georgia | 0.5550296650% |
| GA103 | Fulton County, Georgia | 3.5353742420% |
| GA104 | Gainesville City, Georgia | 0.3640437388% |
| GA105 | Georgetown-Quitman County Unified Government, Georgia | 0.0176595651% |
| GA106 | Gilmer County, Georgia | 0.4239021158% |
| GA107 | Glascok County, Georgia | 0.0283662653% |
| GA108 | Glynn County, Georgia | 0.7968809706% |
| GA109 | Gordon County, Georgia | 0.4175279543% |
| GA110 | Grady County, Georgia | 0.1716497947% |
| GA111 | Greene County, Georgia | 0.1737385827% |
| GA112 | Griffin City, Georgia | 0.2287480123% |
| GA113 | Grovetown City, Georgia | 0.0632622854% |
| GA114 | Gwinnett County, Georgia | 4.8912732775% |
| GA115 | Habersham County, Georgia | 0.4635124652% |
| GA116 | Hall County, Georgia | 1.5772937095% |
| GA117 | Hancock County, Georgia | 0.0536800967% |
| GA118 | Haralson County, Georgia | 1.0934912667% |
| GA119 | Harris County, Georgia | 0.2037540782% |
| GA120 | Hart County, Georgia | 0.2935398099% |
| GA121 | Heard County, Georgia | 0.1232058232% |
| GA122 | Henry County, Georgia | 1.9715208583% |
| GA123 | Hinesville City, Georgia | 0.2572364025% |
| GA124 | Holly Springs City, Georgia | 0.0823108417% |
| GA125 | Houston County, Georgia | 0.8378076437% |
| GA126 | Irwin County, Georgia | 0.0610553841% |
| GA127 | Jackson County, Georgia | 0.9201220386% |
| GA128 | Jasper County, Georgia | 0.1152245534% |
| GA129 | Jeff Davis County, Georgia | 0.3659791686% |
| GA130 | Jefferson City, Georgia | 0.0881783943% |
| GA131 | Jefferson County, Georgia | 0.1517559349% |
| GA132 | Jenkins County, Georgia | 0.0808740550% |
| GA133 | Johns Creek City, Georgia | 0.1877697040% |
| GA134 | Johnson County, Georgia | 0.0876584323% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|-------|--|---------------|
| GA135 | Jones County, Georgia | 0.2773521617% |
| GA136 | Kennesaw City, Georgia | 0.1446191663% |
| GA137 | Kingsland City, Georgia | 0.1313198199% |
| GA138 | Lagrange City, Georgia | 0.2069622772% |
| GA139 | Lakeland City, Georgia | 0.0155232109% |
| GA140 | Lamar County, Georgia | 0.2083015245% |
| GA141 | Lanier County, Georgia | 0.0574613256% |
| GA142 | Laurens County, Georgia | 0.5249834521% |
| GA143 | Lawrenceville City, Georgia | 0.1647173317% |
| GA144 | Lee County, Georgia | 0.2162850866% |
| GA145 | Liberty County, Georgia | 0.2931642086% |
| GA146 | Lilburn City, Georgia | 0.0538355752% |
| GA147 | Lincoln County, Georgia | 0.1000487479% |
| GA148 | Loganville City, Georgia | 0.1468681321% |
| GA149 | Long County, Georgia | 0.1216766548% |
| GA150 | Lowndes County, Georgia | 0.6253829866% |
| GA151 | Lumpkin County, Georgia | 0.3139555802% |
| GA152 | Macon County, Georgia | 0.1110857755% |
| GA153 | Macon-Bibb County Unified Government, Georgia | 2.0265214623% |
| GA154 | Madison County, Georgia | 0.5114434091% |
| GA155 | Marietta City, Georgia | 0.7354006996% |
| GA156 | Marion County, Georgia | 0.0615218771% |
| GA157 | McDonough City, Georgia | 0.0803644086% |
| GA158 | McDuffie County, Georgia | 0.2216409869% |
| GA159 | McIntosh County, Georgia | 0.1678759014% |
| GA160 | Meriwether County, Georgia | 0.2015834534% |
| GA161 | Milledgeville City, Georgia | 0.1343842887% |
| GA162 | Miller County, Georgia | 0.0562389307% |
| GA163 | Milton City, Georgia | 0.0765630644% |
| GA164 | Mitchell County, Georgia | 0.1842864232% |
| GA165 | Monroe City, Georgia | 0.1616058698% |
| GA166 | Monroe County, Georgia | 0.2463868890% |
| GA167 | Montgomery County, Georgia | 0.0685440855% |
| GA168 | Morgan County, Georgia | 0.1807932852% |
| GA169 | Moultrie City, Georgia | 0.1150272968% |
| GA170 | Murray County, Georgia | 0.6862865600% |
| GA171 | Nashville City, Georgia | 0.0288042758% |
| GA172 | Newnan City, Georgia | 0.2037973462% |
| GA173 | Newton County, Georgia | 0.6206699754% |
| GA174 | Norcross City, Georgia | 0.0762036242% |
| GA175 | Oconee County, Georgia | 0.2721000475% |
| GA176 | Oglethorpe County, Georgia | 0.1461658711% |
| GA177 | Paulding County, Georgia | 1.7495211188% |
| GA178 | Peach County, Georgia | 0.2319656673% |
| GA179 | Peachtree City, Georgia | 0.2219833492% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|-------|---------------------------------|---------------|
| GA180 | Peachtree Corners City, Georgia | 0.2099400952% |
| GA181 | Perry City, Georgia | 0.0954580908% |
| GA182 | Pickens County, Georgia | 0.3905362384% |
| GA183 | Pierce County, Georgia | 0.2012068205% |
| GA184 | Pike County, Georgia | 0.1072270653% |
| GA185 | Polk County, Georgia | 0.7130941429% |
| GA186 | Pooler City, Georgia | 0.0516303360% |
| GA187 | Powder Springs City, Georgia | 0.0633430906% |
| GA188 | Pulaski County, Georgia | 0.1671565625% |
| GA189 | Putnam County, Georgia | 0.2061208707% |
| GA190 | Rabun County, Georgia | 0.3170130000% |
| GA191 | Randolph County, Georgia | 0.0382245100% |
| GA192 | Richmond Hill City, Georgia | 0.0716382402% |
| GA193 | Riverdale City, Georgia | 0.0684460876% |
| GA194 | Rockdale County, Georgia | 0.7947696030% |
| GA195 | Rome City, Georgia | 0.3719383578% |
| GA196 | Roswell City, Georgia | 0.2174642134% |
| GA197 | Sandy Springs City, Georgia | 0.2590143480% |
| GA198 | Savannah City, Georgia | 1.1246685243% |
| GA199 | Schley County, Georgia | 0.0238356678% |
| GA200 | Screven County, Georgia | 0.1132053955% |
| GA201 | Seminole County, Georgia | 0.0804817769% |
| GA202 | Smyrna City, Georgia | 0.2661908888% |
| GA203 | Snellville City, Georgia | 0.0758688840% |
| GA204 | Spalding County, Georgia | 0.5900646014% |
| GA205 | Springfield City, Georgia | 0.0124802329% |
| GA206 | St. Marys City, Georgia | 0.0962803562% |
| GA207 | Statesboro City, Georgia | 0.1844690660% |
| GA208 | Stephens County, Georgia | 0.7520555284% |
| GA209 | Stewart County, Georgia | 0.0419742764% |
| GA210 | Stockbridge City, Georgia | 0.0302698888% |
| GA211 | Sugar Hill City, Georgia | 0.0106058369% |
| GA212 | Sumter County, Georgia | 0.1314426325% |
| GA213 | Suwanee City, Georgia | 0.0700562332% |
| GA214 | Talbot County, Georgia | 0.0410357316% |
| GA215 | Taliaferro County, Georgia | 0.0068637499% |
| GA216 | Tattnall County, Georgia | 0.2930768128% |
| GA217 | Taylor County, Georgia | 0.0819435502% |
| GA218 | Telfair County, Georgia | 0.1855378735% |
| GA219 | Terrell County, Georgia | 0.0334710962% |
| GA220 | Thomas County, Georgia | 0.2077911904% |
| GA221 | Thomasville City, Georgia | 0.1281973547% |
| GA222 | Tift County, Georgia | 0.2088288220% |
| GA223 | Tifton City, Georgia | 0.1416502311% |
| GA224 | Toombs County, Georgia | 0.2423104056% |
| GA225 | Towns County, Georgia | 0.2454408368% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|-------|---|---------------|
| GA226 | Treutlen County, Georgia | 0.0571447522% |
| GA227 | Troup County, Georgia | 0.4334095739% |
| GA228 | Tucker City, Georgia | 0.0615225648% |
| GA229 | Turner County, Georgia | 0.0697951920% |
| GA230 | Twiggs County, Georgia | 0.0640416265% |
| GA231 | Union City, Georgia | 0.1531538090% |
| GA232 | Union County, Georgia | 0.2949759089% |
| GA233 | Upson County, Georgia | 0.3355566667% |
| GA234 | Valdosta City, Georgia | 0.2598246932% |
| GA235 | Vidalia City, Georgia | 0.1252530050% |
| GA236 | Villa Rica City, Georgia | 0.1397113628% |
| GA237 | Walker County, Georgia | 0.8453605309% |
| GA238 | Walton County, Georgia | 0.8194381956% |
| GA239 | Ware County, Georgia | 0.5170078559% |
| GA240 | Warner Robins City, Georgia | 0.3969845574% |
| GA241 | Warren County, Georgia | 0.0447828045% |
| GA242 | Warwick City, Georgia | 0.0103298381% |
| GA243 | Washington County, Georgia | 0.1959988913% |
| GA244 | Waycross City, Georgia | 0.1358274367% |
| GA245 | Wayne County, Georgia | 0.6609347902% |
| GA246 | Webster County Unified Government, Georgia | 0.0143656323% |
| GA247 | Wheeler County, Georgia | 0.0675300652% |
| GA248 | White County, Georgia | 0.4351939380% |
| GA249 | Whitfield County, Georgia | 0.7644288806% |
| GA250 | Wilcox County, Georgia | 0.0828696590% |
| GA251 | Wilkes County, Georgia | 0.0976306068% |
| GA252 | Wilkinson County, Georgia | 0.0847297279% |
| GA253 | Winder City, Georgia | 0.2007720766% |
| GA254 | Woodbury City, Georgia | 0.0085236394% |
| GA255 | Woodstock City, Georgia | 0.1942956763% |
| GA256 | Worth County, Georgia | 0.1491832321% |

Allocations are subject to change pursuant to a State-Subdivision Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.

| | | |
|-----|----------------------------|----------------|
| HI1 | Hawaii County, Hawaii | 18.2671692501% |
| HI2 | Kalawao, Hawaii | 0.0034501514% |
| HI3 | Kauai County, Hawaii | 5.7006273580% |
| HI4 | Maui County, Hawaii | 13.9979969296% |
| HI5 | Urban Honolulu CDP, Hawaii | 62.0307563109% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|------|---------------------------|----------------|
| ID1 | Ada County, Idaho | 13.2776278333% |
| ID2 | Adams County, Idaho | 0.1446831902% |
| ID3 | Ammon City, Idaho | 0.0812916024% |
| ID4 | Bannock County, Idaho | 3.0595589832% |
| ID5 | Bear Lake County, Idaho | 0.6082712041% |
| ID6 | Benewah County, Idaho | 0.6526829809% |
| ID7 | Bingham County, Idaho | 1.6421270812% |
| ID8 | Blackfoot City, Idaho | 0.6283857401% |
| ID9 | Blaine County, Idaho | 0.9137717551% |
| ID10 | Boise City, Idaho | 12.7586409110% |
| ID11 | Boise County, Idaho | 0.3309644652% |
| ID12 | Bonner County, Idaho | 2.5987361786% |
| ID13 | Bonneville County, Idaho | 3.7761253875% |
| ID14 | Boundary County, Idaho | 0.8788284447% |
| ID15 | Burley City, Idaho | 0.4485975363% |
| ID16 | Butte County, Idaho | 0.1839745518% |
| ID17 | Caldwell City, Idaho | 1.1958553249% |
| ID18 | Camas County, Idaho | 0.0422073443% |
| ID19 | Canyon County, Idaho | 5.0120113688% |
| ID20 | Caribou County, Idaho | 0.4396183832% |
| ID21 | Cassia County, Idaho | 0.7270235866% |
| ID22 | Chubbuck City, Idaho | 0.4841935447% |
| ID23 | Clark County, Idaho | 0.0420924425% |
| ID24 | Clearwater County, Idaho | 0.4890418390% |
| ID25 | Coeur D'Alene City, Idaho | 2.7593778237% |
| ID26 | Custer County, Idaho | 0.2133243878% |
| ID27 | Eagle City, Idaho | 0.1711876661% |
| ID28 | Elmore County, Idaho | 0.8899512165% |
| ID29 | Franklin County, Idaho | 0.5753624958% |
| ID30 | Fremont County, Idaho | 0.5716071696% |
| ID31 | Garden City, Idaho | 0.5582782838% |
| ID32 | Gem County, Idaho | 1.3784025725% |
| ID33 | Gooding County, Idaho | 0.6966472013% |
| ID34 | Hayden City, Idaho | 0.0047132146% |
| ID35 | Idaho County, Idaho | 0.8474305547% |
| ID36 | Idaho Falls City, Idaho | 3.8875027578% |
| ID37 | Jefferson County, Idaho | 0.9842670749% |
| ID38 | Jerome City, Idaho | 0.4169017424% |
| ID39 | Jerome County, Idaho | 0.6223444291% |
| ID40 | Kootenai County, Idaho | 5.6394798565% |
| ID41 | Kuna City, Idaho | 0.1849461724% |
| ID42 | Latah County, Idaho | 1.2943861166% |
| ID43 | Lemhi County, Idaho | 0.4880814284% |
| ID44 | Lewis County, Idaho | 0.2882543555% |
| ID45 | Lewiston City, Idaho | 2.0176549375% |
| ID46 | Lincoln County, Idaho | 0.1930184422% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|------|---------------------------|---------------|
| ID47 | Madison County, Idaho | 1.2748404845% |
| ID48 | Meridian City, Idaho | 2.4045650754% |
| ID49 | Minidoka County, Idaho | 0.9140620922% |
| ID50 | Moscow City, Idaho | 0.6590552650% |
| ID51 | Mountain Home City, Idaho | 0.5706694591% |
| ID52 | Nampa City, Idaho | 3.3274647954% |
| ID53 | Nez Perce County, Idaho | 1.2765833482% |
| ID54 | Oneida County, Idaho | 0.2371656647% |
| ID55 | Owyhee County, Idaho | 0.5554298409% |
| ID56 | Payette County, Idaho | 1.2750728102% |
| ID57 | Pocatello City, Idaho | 2.9494898116% |
| ID58 | Post Falls City, Idaho | 0.6781328826% |
| ID59 | Power County, Idaho | 0.3505171035% |
| ID60 | Preston City, Idaho | 0.1496220047% |
| ID61 | Rexburg City, Idaho | 0.1336231941% |
| ID62 | Shoshone County, Idaho | 1.2841091340% |
| ID63 | Star City, Idaho | 0.0001322772% |
| ID64 | Teton County, Idaho | 0.4258195211% |
| ID65 | Twin Falls City, Idaho | 1.8245765222% |
| ID66 | Twin Falls County, Idaho | 3.3104301873% |
| ID67 | Valley County, Idaho | 0.8074710814% |
| ID68 | Washington County, Idaho | 0.4917358652% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|------|--|---------------|
| IL1 | Adams County, Illinois | 0.2888223923% |
| IL2 | Addison Township, Illinois | 0.0038980830% |
| IL3 | Addison Village, Illinois | 0.1789163143% |
| IL4 | Alexander County, Illinois | 0.0378665703% |
| IL5 | Algonquin Township, Illinois | 0.0022237840% |
| IL6 | Algonquin Village, Illinois | 0.1102023571% |
| IL7 | Alsip Village, Illinois | 0.0804730187% |
| IL8 | Alton City, Illinois | 0.4280511636% |
| IL9 | Alton Township, Illinois | 0.0062877996% |
| IL10 | Anna City, Illinois | 0.0351784549% |
| IL11 | Antioch Township, Illinois | 0.0009191460% |
| IL12 | Antioch Village, Illinois | 0.0635563388% |
| IL13 | Arlington Heights Village, Illinois | 0.2647476580% |
| IL14 | Aurora City, Illinois | 1.1285112945% |
| IL15 | Aurora Township, Illinois | 0.0301108613% |
| IL16 | Aux Sable Township, Illinois | 0.0005108321% |
| IL17 | Avon Township, Illinois | 0.0015693001% |
| IL18 | Barrington Village, Illinois | 0.0749306299% |
| IL19 | Bartlett Village, Illinois | 0.1012637420% |
| IL20 | Batavia City, Illinois | 0.1232572616% |
| IL21 | Beach Park Village, Illinois | 0.0709728762% |
| IL22 | Bedford Park Village, Illinois | 0.0908134228% |
| IL23 | Belleville City, Illinois | 0.2800912041% |
| IL24 | Bellwood Village, Illinois | 0.0636018022% |
| IL25 | Belvidere City, Illinois | 0.1538551860% |
| IL26 | Belvidere Township, Illinois | 0.0012472224% |
| IL27 | Bensenville Village, Illinois | 0.0698164453% |
| IL28 | Benton City, Illinois | 0.0648747331% |
| IL29 | Benton Township, Lake County, Illinois | 0.0004595956% |
| IL30 | Berkeley Village, Illinois | 0.0152507249% |
| IL31 | Berwyn City, Illinois | 0.2349799824% |
| IL32 | Berwyn Township, Illinois | 0.0039135983% |
| IL33 | Bloom Township, Illinois | 0.0062250618% |
| IL34 | Bloomington Township, Illinois | 0.0054224158% |
| IL35 | Bloomington Village, Illinois | 0.0874800244% |
| IL36 | Bloomington City Township, Illinois | 0.0170627673% |
| IL37 | Bloomington City, Illinois | 0.4210280112% |
| IL38 | Blue Island City, Illinois | 0.0451468527% |
| IL39 | Bolingbrook Village, Illinois | 0.3965448276% |
| IL40 | Bond County, Illinois | 0.1354097531% |
| IL41 | Boone County, Illinois | 0.1857825548% |
| IL42 | Bourbonnais Township, Illinois | 0.0007881230% |
| IL43 | Bourbonnais Village, Illinois | 0.0558859639% |
| IL44 | Bradley Village, Illinois | 0.0950639376% |
| IL45 | Bremen Township, Illinois | 0.0008805382% |
| IL46 | Bridgeview Village, Illinois | 0.0500143261% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|------|-----------------------------------|----------------|
| IL47 | Broadview Village, Illinois | 0.0576947589% |
| IL48 | Brookfield Village, Illinois | 0.0508215275% |
| IL49 | Brown County, Illinois | 0.0306875432% |
| IL50 | Bruce Township, Illinois | 0.0008928963% |
| IL51 | Buffalo Grove Village, Illinois | 0.2068406914% |
| IL52 | Burbank City, Illinois | 0.0690685990% |
| IL53 | Bureau County, Illinois | 0.0476091845% |
| IL54 | Burr Ridge Village, Illinois | 0.0419287366% |
| IL55 | Cahokia Village, Illinois | 0.0836030043% |
| IL56 | Calhoun County, Illinois | 0.0375722307% |
| IL57 | Calumet City, Illinois | 0.0970812870% |
| IL58 | Calumet Township, Illinois | 0.0001284071% |
| IL59 | Campton Hills Village, Illinois | 0.0275655408% |
| IL60 | Canton City, Illinois | 0.0820538651% |
| IL61 | Canton Township, Illinois | 0.0022485003% |
| IL62 | Capital Township, Illinois | 0.0149811918% |
| IL63 | Carbondale City, Illinois | 0.1954958522% |
| IL64 | Carbondale Township, Illinois | 0.0044639854% |
| IL65 | Carol Stream Village, Illinois | 0.1407965379% |
| IL66 | Carpentersville Village, Illinois | 0.1363950647% |
| IL67 | Carroll County, Illinois | 0.0896110775% |
| IL68 | Cary Village, Illinois | 0.0570626007% |
| IL69 | Caseyville Township, Illinois | 0.0007441028% |
| IL70 | Cass County, Illinois | 0.0771891430% |
| IL71 | Centralia City, Illinois | 0.0719850238% |
| IL72 | Centralia Township, Illinois | 0.0028386679% |
| IL73 | Centreville Township, Illinois | 0.0027552732% |
| IL74 | Champaign City Township, Illinois | 0.0007413065% |
| IL75 | Champaign City, Illinois | 0.4052254107% |
| IL76 | Champaign County, Illinois | 0.7867199494% |
| IL77 | Champaign Township, Illinois | 0.0000980982% |
| IL78 | Channahon Township, Illinois | 0.0001433812% |
| IL79 | Channahon Village, Illinois | 0.0567296082% |
| IL80 | Charleston City, Illinois | 0.0995585026% |
| IL81 | Charleston Township, Illinois | 0.0004933774% |
| IL82 | Chatham Village, Illinois | 0.0295989467% |
| IL83 | Cherry Valley Township, Illinois | 0.0005782605% |
| IL84 | Chicago City, Illinois | 15.6332843102% |
| IL85 | Chicago Heights City, Illinois | 0.1217857439% |
| IL86 | Chicago Ridge Village, Illinois | 0.0524909103% |
| IL87 | Christian County, Illinois | 0.2284950394% |
| IL88 | Clark County, Illinois | 0.1644712121% |
| IL89 | Clay County, Illinois | 0.0936362597% |
| IL90 | Clinton County, Illinois | 0.1943019862% |
| IL91 | Coles County, Illinois | 0.1247615688% |
| IL92 | Collinsville City, Illinois | 0.3522703495% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|-------|---|----------------|
| IL93 | Collinsville Township, Illinois | 0.0035801096% |
| IL94 | Coloma Township, Illinois | 0.0001118094% |
| IL95 | Columbia City, Illinois | 0.0433790110% |
| IL96 | Cook County, Illinois | 14.3857624802% |
| IL97 | Cortland Township, Illinois | 0.0004724498% |
| IL98 | Country Club Hills City, Illinois | 0.0671118224% |
| IL99 | Countryside City, Illinois | 0.0301223625% |
| IL100 | Crawford County, Illinois | 0.1569938764% |
| IL101 | Crest Hill City, Illinois | 0.0526985627% |
| IL102 | Crestwood Village, Illinois | 0.0142112001% |
| IL103 | Crete Township, Illinois | 0.0005995941% |
| IL104 | Crystal Lake City, Illinois | 0.3158354713% |
| IL105 | Cuba Township, Illinois | 0.0000224160% |
| IL106 | Cumberland County, Illinois | 0.0570281874% |
| IL107 | Danville City, Illinois | 0.2559565285% |
| IL108 | Danville Township, Illinois | 0.0051367359% |
| IL109 | Darien City, Illinois | 0.0902261418% |
| IL110 | De Witt County, Illinois | 0.1599714603% |
| IL111 | Decatur City, Illinois | 0.4645929351% |
| IL112 | Decatur Township, Illinois | 0.0043295346% |
| IL113 | Deerfield Village, Illinois | 0.0932320501% |
| IL114 | Dekalb City, Illinois | 0.1798256279% |
| IL115 | Dekalb County, Illinois | 0.3798574494% |
| IL116 | Dekalb Township, Illinois | 0.0026983537% |
| IL117 | Des Plaines City, Illinois | 0.2324422843% |
| IL118 | Dixon City, Illinois | 0.0928778143% |
| IL119 | Dixon Township, Illinois | 0.0012205217% |
| IL120 | Dolton Village, Illinois | 0.0603302846% |
| IL121 | Dorr Township, Illinois | 0.0004505750% |
| IL122 | Douglas County, Illinois | 0.1069846469% |
| IL123 | Douglas Township, Effingham County, Illinois | 0.0000906562% |
| IL124 | Downers Grove Township, Illinois | 0.0013497857% |
| IL125 | Downers Grove Village, Illinois | 0.3224473331% |
| IL126 | Dundee Township, Illinois | 0.0009813425% |
| IL127 | Dupage County, Illinois | 2.6161997714% |
| IL128 | East Moline City, Illinois | 0.0875479039% |
| IL129 | East Peoria City, Illinois | 0.2490109525% |
| IL130 | East St. Louis City, Illinois | 0.3029578651% |
| IL131 | Edgar County, Illinois | 0.1405180293% |
| IL132 | Edwards County, Illinois | 0.0682030349% |
| IL133 | Edwardsville City, Illinois | 0.2287071119% |
| IL134 | Edwardsville Township, Illinois | 0.0014741787% |
| IL135 | Effingham City, Illinois | 0.1268902766% |
| IL136 | Effingham County, Illinois | 0.1621189307% |
| IL137 | Ela Township, Illinois | 0.0090682851% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|-------|--|---------------|
| IL138 | Elgin City, Illinois | 0.5305768766% |
| IL139 | Elgin Township, Illinois | 0.0028839058% |
| IL140 | Elk Grove Township, Illinois | 0.0062372846% |
| IL141 | Elk Grove Village, Illinois | 0.1757993182% |
| IL142 | Elmhurst City, Illinois | 0.2577623917% |
| IL143 | Elmwood Park Village, Illinois | 0.0602202342% |
| IL144 | Evanston City, Illinois | 0.2696457560% |
| IL145 | Evergreen Park Village, Illinois | 0.0597799426% |
| IL146 | Fairview Heights City, Illinois | 0.1121410475% |
| IL147 | Fayette County, Illinois | 0.1838936576% |
| IL148 | Flagg Township, Illinois | 0.0014040442% |
| IL149 | Fondulac Township, Illinois | 0.0006431181% |
| IL150 | Ford County, Illinois | 0.1115951707% |
| IL151 | Forest Park Village, Illinois | 0.0453425079% |
| IL152 | Fox Lake Village, Illinois | 0.0630233162% |
| IL153 | Frankfort Township, Will County, Illinois | 0.0004301436% |
| IL154 | Frankfort Village, Illinois | 0.0673884818% |
| IL155 | Franklin County, Illinois | 0.3406006814% |
| IL156 | Franklin Park Village, Illinois | 0.0785284649% |
| IL157 | Freeport City, Illinois | 0.0999016884% |
| IL158 | Freeport Township, Illinois | 0.0064044800% |
| IL159 | Fremont Township, Illinois | 0.0010312711% |
| IL160 | Fulton County, Illinois | 0.2358510040% |
| IL161 | Galesburg City Township, Illinois | 0.0008294369% |
| IL162 | Galesburg City, Illinois | 0.1473738962% |
| IL163 | Gallatin County, Illinois | 0.0650151375% |
| IL164 | Geneva City, Illinois | 0.0883298478% |
| IL165 | Geneva Township, Illinois | 0.0003004285% |
| IL166 | Glen Carbon Village, Illinois | 0.0731670278% |
| IL167 | Glen Ellyn Village, Illinois | 0.1026185792% |
| IL168 | Glendale Heights Village, Illinois | 0.0836866697% |
| IL169 | Glenview Village, Illinois | 0.1572220054% |
| IL170 | Godfrey Township, Illinois | 0.0014140118% |
| IL171 | Godfrey Village, Illinois | 0.0597791307% |
| IL172 | Grafton Township, Illinois | 0.0009156731% |
| IL173 | Granite City Township, Illinois | 0.0120340521% |
| IL174 | Granite City, Illinois | 0.4907786518% |
| IL175 | Grant Township, Lake County, Illinois | 0.0007510035% |
| IL176 | Grayslake Village, Illinois | 0.0571222264% |
| IL177 | Greene County, Illinois | 0.1348392954% |
| IL178 | Greenwood Township, Illinois | 0.0002761633% |
| IL179 | Groveland Township, Illinois | 0.0006029317% |
| IL180 | Grundy County, Illinois | 0.3802436630% |
| IL181 | Gurnee Village, Illinois | 0.2256865903% |
| IL182 | Hamilton County, Illinois | 0.0461838068% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|-------|--|---------------|
| IL183 | Hancock County, Illinois | 0.0864855571% |
| IL184 | Hanover Park Village, Illinois | 0.1439424899% |
| IL185 | Hanover Township, Cook County, Illinois | 0.0100530103% |
| IL186 | Hardin County, Illinois | 0.1047177898% |
| IL187 | Harlem Township, Illinois | 0.0013712546% |
| IL188 | Harrisburg City, Illinois | 0.1363861795% |
| IL189 | Harrisburg Township, Illinois | 0.0018453732% |
| IL190 | Harvey City, Illinois | 0.0542520318% |
| IL191 | Harwood Heights Village, Illinois | 0.0264961580% |
| IL192 | Hazel Crest Village, Illinois | 0.0328924293% |
| IL193 | Henderson County, Illinois | 0.0337023368% |
| IL194 | Henry County, Illinois | 0.2612811167% |
| IL195 | Herrin City, Illinois | 0.1579067080% |
| IL196 | Hickory Hills City, Illinois | 0.0299939554% |
| IL197 | Hickory Point Township, Illinois | 0.0008317372% |
| IL198 | Highland Park City, Illinois | 0.2271774569% |
| IL199 | Hillside Village, Illinois | 0.0587648633% |
| IL200 | Hinsdale Village, Illinois | 0.0916908489% |
| IL201 | Hodgkins Village, Illinois | 0.0232613539% |
| IL202 | Hoffman Estates Village, Illinois | 0.1751755942% |
| IL203 | Homer Glen Village, Illinois | 0.0469112216% |
| IL204 | Homewood Village, Illinois | 0.0501427783% |
| IL205 | Huntley Village, Illinois | 0.0524270901% |
| IL206 | Iroquois County, Illinois | 0.2807520024% |
| IL207 | Jackson County, Illinois | 0.3445573527% |
| IL208 | Jacksonville City, Illinois | 0.1116974183% |
| IL209 | Jarvis Township, Illinois | 0.0005415470% |
| IL210 | Jasper County, Illinois | 0.0661355314% |
| IL211 | Jefferson County, Illinois | 0.1817671148% |
| IL212 | Jersey County, Illinois | 0.2756349312% |
| IL213 | Jo Daviess County, Illinois | 0.1403563816% |
| IL214 | Johnson County, Illinois | 0.0829436944% |
| IL215 | Joliet City, Illinois | 0.8239848960% |
| IL216 | Joliet Township, Illinois | 0.0038451777% |
| IL217 | Justice Village, Illinois | 0.0222156950% |
| IL218 | Kane County, Illinois | 0.8176130703% |
| IL219 | Kankakee City, Illinois | 0.3012693137% |
| IL220 | Kankakee County, Illinois | 0.4890037289% |
| IL221 | Kankakee Township, Illinois | 0.0039230699% |
| IL222 | Kendall County, Illinois | 0.3206091763% |
| IL223 | Kewanee City, Illinois | 0.0484121913% |
| IL224 | Knox County, Illinois | 0.3018005773% |
| IL225 | La Grange Park Village, Illinois | 0.0306665705% |
| IL226 | La Grange Village, Illinois | 0.0489381328% |
| IL227 | Lake County, Illinois | 2.6259751751% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|-------|--|---------------|
| IL228 | Lake Forest City, Illinois | 0.1511340104% |
| IL229 | Lake in the Hills Village, Illinois | 0.1015964188% |
| IL230 | Lake Villa Township, Illinois | 0.0004259490% |
| IL231 | Lake Zurich Village, Illinois | 0.1926754509% |
| IL232 | Lansing Village, Illinois | 0.0775500541% |
| IL233 | Lasalle County, Illinois | 1.1531097603% |
| IL234 | Lawrence County, Illinois | 0.1653700620% |
| IL235 | Lee County, Illinois | 0.1825689940% |
| IL236 | Lemont Township, Illinois | 0.0001161843% |
| IL237 | Lemont Village, Illinois | 0.0231572571% |
| IL238 | Leyden Township, Illinois | 0.0047085318% |
| IL239 | Libertyville Township, Illinois | 0.0017598586% |
| IL240 | Libertyville Village, Illinois | 0.1502709269% |
| IL241 | Limestone Township, Peoria County, Illinois | 0.0011792979% |
| IL242 | Lincoln City, Illinois | 0.0655854600% |
| IL243 | Lincolnwood Village, Illinois | 0.0553527158% |
| IL244 | Lindenhurst Village, Illinois | 0.0249965865% |
| IL245 | Lisle Township, Illinois | 0.0028275726% |
| IL246 | Lisle Village, Illinois | 0.0801260444% |
| IL247 | Livingston County, Illinois | 0.3523352973% |
| IL248 | Lockport City, Illinois | 0.0826388459% |
| IL249 | Lockport Township, Illinois | 0.0026329549% |
| IL250 | Logan County, Illinois | 0.1508938390% |
| IL251 | Lombard Village, Illinois | 0.2672806655% |
| IL252 | Long Creek Township, Illinois | 0.0000227768% |
| IL253 | Loves Park City, Illinois | 0.0603913084% |
| IL254 | Lyons Township, Illinois | 0.0242947899% |
| IL255 | Lyons Village, Illinois | 0.0362495516% |
| IL256 | Machesney Park Village, Illinois | 0.0567176109% |
| IL257 | Macomb City Township, Illinois | 0.0004703751% |
| IL258 | Macomb City, Illinois | 0.0564835283% |
| IL259 | Macon County, Illinois | 0.3950197281% |
| IL260 | Macoupin County, Illinois | 0.3852372432% |
| IL261 | Madison County, Illinois | 1.8722976663% |
| IL262 | Mahomet Township, Illinois | 0.0000436142% |
| IL263 | Maine Township, Illinois | 0.0042498834% |
| IL264 | Manhattan Township, Illinois | 0.0001694505% |
| IL265 | Manteno Township, Illinois | 0.0001751334% |
| IL266 | Marion City, Illinois | 0.3397669146% |
| IL267 | Marion County, Illinois | 0.4057459850% |
| IL268 | Markham City, Illinois | 0.0380473416% |
| IL269 | Marshall County, Illinois | 0.0822533539% |
| IL270 | Mason County, Illinois | 0.1285091896% |
| IL271 | Massac County, Illinois | 0.0636875874% |
| IL272 | Matteson Village, Illinois | 0.0702548878% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|-------|------------------------------------|---------------|
| IL273 | Mattoon City, Illinois | 0.1408343339% |
| IL274 | Mattoon Township, Illinois | 0.0020198301% |
| IL275 | Maywood Village, Illinois | 0.0867531057% |
| IL276 | McCook Village, Illinois | 0.0198186268% |
| IL277 | McDonough County, Illinois | 0.1352577123% |
| IL278 | McHenry City, Illinois | 0.1211162859% |
| IL279 | McHenry County, Illinois | 1.5065411411% |
| IL280 | McHenry Township, Illinois | 0.0042440651% |
| IL281 | McLean County, Illinois | 0.5561192497% |
| IL282 | Medina Township, Illinois | 0.0027619935% |
| IL283 | Melrose Park Village, Illinois | 0.1186181878% |
| IL284 | Menard County, Illinois | 0.0813562631% |
| IL285 | Mercer County, Illinois | 0.0972248035% |
| IL286 | Merrionette Park Village, Illinois | 0.0076009169% |
| IL287 | Metropolis City, Illinois | 0.0947332002% |
| IL288 | Midlothian Village, Illinois | 0.0406706896% |
| IL289 | Milton Township, Illinois | 0.0050733217% |
| IL290 | Minooka Village, Illinois | 0.0596777852% |
| IL291 | Mokena Village, Illinois | 0.0573127849% |
| IL292 | Moline City, Illinois | 0.2352551083% |
| IL293 | Moline Township, Illinois | 0.0021255506% |
| IL294 | Monee Township, Illinois | 0.0006126287% |
| IL295 | Monroe County, Illinois | 0.1998142464% |
| IL296 | Montgomery County, Illinois | 0.2577543184% |
| IL297 | Montgomery Village, Illinois | 0.0525907223% |
| IL298 | Moraine Township, Illinois | 0.0009976246% |
| IL299 | Morgan County, Illinois | 0.1714185471% |
| IL300 | Morris City, Illinois | 0.0838389812% |
| IL301 | Morton Grove Village, Illinois | 0.1034836472% |
| IL302 | Morton Township, Illinois | 0.0001808615% |
| IL303 | Morton Village, Illinois | 0.0732964272% |
| IL304 | Moultrie County, Illinois | 0.0673647578% |
| IL305 | Mount Prospect Village, Illinois | 0.1704792853% |
| IL306 | Mount Vernon City, Illinois | 0.1499593581% |
| IL307 | Mundelein Village, Illinois | 0.1639685886% |
| IL308 | Nameoki Township, Illinois | 0.0012635946% |
| IL309 | Naperville City, Illinois | 0.7685669619% |
| IL310 | Naperville Township, Illinois | 0.0007679621% |
| IL311 | New Lenox Township, Illinois | 0.0033107569% |
| IL312 | New Lenox Village, Illinois | 0.0896513993% |
| IL313 | New Trier Township, Illinois | 0.0008805382% |
| IL314 | Newell Township, Illinois | 0.0004502142% |
| IL315 | Niles Township, Illinois | 0.0037851461% |
| IL316 | Niles Village, Illinois | 0.1446924560% |
| IL317 | Normal Town, Illinois | 0.2474856274% |
| IL318 | Normal Township, Illinois | 0.0028460647% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|-------|-----------------------------------|---------------|
| IL319 | Norridge Village, Illinois | 0.0465655101% |
| IL320 | North Aurora Village, Illinois | 0.0468235422% |
| IL321 | North Chicago City, Illinois | 0.1275161655% |
| IL322 | North Riverside Village, Illinois | 0.0551815063% |
| IL323 | Northbrook Village, Illinois | 0.1427173226% |
| IL324 | Northfield Township, Illinois | 0.0029902126% |
| IL325 | Northlake City, Illinois | 0.0381023667% |
| IL326 | Norwood Park Township, Illinois | 0.0000244456% |
| IL327 | Nunda Township, Illinois | 0.0006104638% |
| IL328 | Oak Forest City, Illinois | 0.0759968556% |
| IL329 | Oak Lawn Village, Illinois | 0.1589709041% |
| IL330 | Oak Park Township, Illinois | 0.0286302780% |
| IL331 | Oak Park Village, Illinois | 0.2093093375% |
| IL332 | O'Fallon City, Illinois | 0.1398947564% |
| IL333 | Ogle County, Illinois | 0.3365190759% |
| IL334 | Orland Park Village, Illinois | 0.1051852784% |
| IL335 | Orland Township, Illinois | 0.0048491617% |
| IL336 | Oswego Township, Illinois | 0.0001389611% |
| IL337 | Oswego Village, Illinois | 0.1197866160% |
| IL338 | Ottawa City, Illinois | 0.1652725952% |
| IL339 | Ottawa Township, Illinois | 0.0014113508% |
| IL340 | Palatine Township, Illinois | 0.0063840485% |
| IL341 | Palatine Village, Illinois | 0.2160969641% |
| IL342 | Palos Heights City, Illinois | 0.0290094105% |
| IL343 | Palos Hills City, Illinois | 0.0251753281% |
| IL344 | Palos Township, Illinois | 0.0020179357% |
| IL345 | Park Forest Village, Illinois | 0.0840587662% |
| IL346 | Park Ridge City, Illinois | 0.1116349061% |
| IL347 | Pekin City, Illinois | 0.3387071386% |
| IL348 | Pekin Township, Illinois | 0.0001206044% |
| IL349 | Peoria City Township, Illinois | 0.0211339541% |
| IL350 | Peoria City, Illinois | 1.0471081247% |
| IL351 | Peoria County, Illinois | 0.8420753713% |
| IL352 | Perry County, Illinois | 0.1986418042% |
| IL353 | Peru Township, Illinois | 0.0000575960% |
| IL354 | Piatt County, Illinois | 0.1038367555% |
| IL355 | Pike County, Illinois | 0.0985397249% |
| IL356 | Plainfield Village, Illinois | 0.1401767830% |
| IL357 | Plano City, Illinois | 0.0251954890% |
| IL358 | Pontiac City, Illinois | 0.0820476409% |
| IL359 | Pontiac Township, Illinois | 0.0008416598% |
| IL360 | Pope County, Illinois | 0.0387821081% |
| IL361 | Posen Village, Illinois | 0.0146759373% |
| IL362 | Princeton City, Illinois | 0.2434249044% |
| IL363 | Prospect Heights City, Illinois | 0.0204667964% |
| IL364 | Proviso Township, Illinois | 0.0309234299% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|-------|--|---------------|
| IL365 | Pulaski County, Illinois | 0.0365681114% |
| IL366 | Putnam County, Illinois | 0.0450191673% |
| IL367 | Quincy City, Illinois | 0.2800247680% |
| IL368 | Quincy Township, Illinois | 0.0014712470% |
| IL369 | Randolph County, Illinois | 0.3747229235% |
| IL370 | Rantoul Township, Illinois | 0.0005778095% |
| IL371 | Rantoul Village, Illinois | 0.0520880989% |
| IL372 | Rich Township, Illinois | 0.0027945575% |
| IL373 | Richland County, Illinois | 0.1171915473% |
| IL374 | Richton Park Village, Illinois | 0.0312964284% |
| IL375 | River Forest Township, Illinois | 0.0018589491% |
| IL376 | River Forest Village, Illinois | 0.0488586169% |
| IL377 | River Grove Village, Illinois | 0.0284407118% |
| IL378 | Riverdale Village, Illinois | 0.0390135296% |
| IL379 | Riverside Township, Illinois | 0.0028495827% |
| IL380 | Riverside Village, Illinois | 0.0269914748% |
| IL381 | Rock Island City, Illinois | 0.2048536960% |
| IL382 | Rock Island County, Illinois | 0.4477190124% |
| IL383 | Rock Island Township, Illinois | 0.0012090205% |
| IL384 | Rockford City, Illinois | 1.8636718829% |
| IL385 | Rockford Township, Illinois | 0.0222707202% |
| IL386 | Rockton Township, Illinois | 0.0013382395% |
| IL387 | Rolling Meadows City, Illinois | 0.1143438589% |
| IL388 | Romeoville Village, Illinois | 0.2124235372% |
| IL389 | Roscoe Township, Illinois | 0.0001321506% |
| IL390 | Roscoe Village, Illinois | 0.0285983454% |
| IL391 | Roselle Village, Illinois | 0.0882981406% |
| IL392 | Round Lake Beach Village, Illinois | 0.0718399287% |
| IL393 | Round Lake Village, Illinois | 0.0341657210% |
| IL394 | Rutland Township, Kane County, Illinois | 0.0000200256% |
| IL395 | Saline County, Illinois | 0.3157094095% |
| IL396 | Sangamon County, Illinois | 0.6566424069% |
| IL397 | Sauk Village, Illinois | 0.0225886936% |
| IL398 | Schaumburg Township, Illinois | 0.0137097493% |
| IL399 | Schaumburg Village, Illinois | 0.2968023515% |
| IL400 | Schiller Park Village, Illinois | 0.0601957886% |
| IL401 | Schuyler County, Illinois | 0.0371428539% |
| IL402 | Scott County, Illinois | 0.0254366526% |
| IL403 | Sesser City, Illinois | 0.0116834244% |
| IL404 | Shelby County, Illinois | 0.1305766480% |
| IL405 | Shiloh Valley Township, Illinois | 0.0000402315% |
| IL406 | Shiloh Village, Illinois | 0.0381714188% |
| IL407 | Shorewood Village, Illinois | 0.0493356672% |
| IL408 | Skokie Village, Illinois | 0.1964801264% |
| IL409 | South Elgin Village, Illinois | 0.0529218206% |
| IL410 | South Holland Village, Illinois | 0.0587832201% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|-------|---|---------------|
| IL411 | South Moline Township, Illinois | 0.0015892806% |
| IL412 | South Rock Island Township, Illinois | 0.0012188078% |
| IL413 | Springfield City, Illinois | 0.9971442684% |
| IL414 | St Clair County, Illinois | 1.2964187840% |
| IL415 | St. Charles City, Illinois | 0.2062203952% |
| IL416 | Stark County, Illinois | 0.0288234074% |
| IL417 | Stephenson County, Illinois | 0.2577976169% |
| IL418 | Sterling City, Illinois | 0.3656157148% |
| IL419 | Sterling Township, Illinois | 0.0004940540% |
| IL420 | Stickney Township, Illinois | 0.0300061782% |
| IL421 | Stone Park Village, Illinois | 0.0241358032% |
| IL422 | Streamwood Village, Illinois | 0.0878171213% |
| IL423 | Streator City, Illinois | 0.1400665973% |
| IL424 | Sugar Grove Township, Illinois | 0.0009713297% |
| IL425 | Summit Village, Illinois | 0.0312780717% |
| IL426 | Swansea Village, Illinois | 0.0555074177% |
| IL427 | Sycamore City, Illinois | 0.0541938945% |
| IL428 | Sycamore Township, Illinois | 0.0007813576% |
| IL429 | Taylorville City, Illinois | 0.0807847228% |
| IL430 | Taylorville Township, Illinois | 0.0017106517% |
| IL431 | Tazewell County, Illinois | 0.5138073664% |
| IL432 | Thornton Township, Illinois | 0.0526926993% |
| IL433 | Tinley Park Village, Illinois | 0.1419492253% |
| IL434 | Troy City, Illinois | 0.0729865272% |
| IL435 | Troy Township, Illinois | 0.0004431782% |
| IL436 | Union County, Illinois | 0.1406335371% |
| IL437 | Urbana City, Illinois | 0.2112740522% |
| IL438 | Vermilion County, Illinois | 0.6460041902% |
| IL439 | Vernon Hills Village, Illinois | 0.1010624040% |
| IL440 | Villa Park Village, Illinois | 0.0997444607% |
| IL441 | Wabash County, Illinois | 0.0958447089% |
| IL442 | Warren County, Illinois | 0.1030681169% |
| IL443 | Warren Township, Lake County, Illinois | 0.0012778471% |
| IL444 | Warrenville City, Illinois | 0.0688157538% |
| IL445 | Washington City, Illinois | 0.0740199632% |
| IL446 | Washington County, Illinois | 0.1031463699% |
| IL447 | Washington Township, Tazewell County, Illinois | 0.0003215816% |
| IL448 | Waterloo City, Illinois | 0.0240175893% |
| IL449 | Wauconda Township, Illinois | 0.0012666616% |
| IL450 | Wauconda Village, Illinois | 0.0595994871% |
| IL451 | Waukegan City, Illinois | 0.4111769252% |
| IL452 | Waukegan Township, Illinois | 0.0196161612% |
| IL453 | Wayne County, Illinois | 0.1098885782% |
| IL454 | Wayne Township, Illinois | 0.0022690220% |
| IL455 | West Chicago City, Illinois | 0.0985343126% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|-------|--|---------------|
| IL456 | West Frankfort City, Illinois | 0.1255886605% |
| IL457 | Westchester Village, Illinois | 0.0602936162% |
| IL458 | Western Springs Village, Illinois | 0.0268752905% |
| IL459 | Westmont Village, Illinois | 0.1490930723% |
| IL460 | Wheatland Township, Illinois | 0.0000651733% |
| IL461 | Wheaton City, Illinois | 0.2463124635% |
| IL462 | Wheeling Township, Illinois | 0.0078149287% |
| IL463 | Wheeling Village, Illinois | 0.1229353643% |
| IL464 | White County, Illinois | 0.1227040781% |
| IL465 | Whiteside County, Illinois | 0.0430104324% |
| IL466 | Will County, Illinois | 2.7064530198% |
| IL467 | Williamson County, Illinois | 0.5140162817% |
| IL468 | Wilmette Village, Illinois | 0.1102957195% |
| IL469 | Winfield Township, Illinois | 0.0006981433% |
| IL470 | Winnebago County, Illinois | 1.8332085447% |
| IL471 | Winnetka Village, Illinois | 0.0646107926% |
| IL472 | Wood Dale City, Illinois | 0.0565745905% |
| IL473 | Wood River City, Illinois | 0.1092090173% |
| IL474 | Wood River Township, Illinois | 0.0059267532% |
| IL475 | Woodford County, Illinois | 0.3174394102% |
| IL476 | Woodridge Village, Illinois | 0.1148193757% |
| IL477 | Woodside Township, Illinois | 0.0006326092% |
| IL478 | Woodstock City, Illinois | 0.0870473100% |
| IL479 | Worth Township, Cook County, Illinois | 0.0040664511% |
| IL480 | Worth Village, Illinois | 0.0280860700% |
| IL481 | York Township, Dupage County, Illinois | 0.0033860782% |
| IL482 | Yorkville City, Illinois | 0.0439376969% |
| IL483 | Zion City, Illinois | 0.1180331619% |
| IL484 | Zion Township, Illinois | 0.0057278958% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|------|------------------------------|---------------|
| IN1 | Adams County, Indiana | 0.2857910234% |
| IN2 | Advance Town, Indiana | 0.0075602978% |
| IN3 | Akron Town, Indiana | 0.0162531694% |
| IN4 | Alamo Town, Indiana | 0.0009413600% |
| IN5 | Albany Town, Indiana | 0.0315943962% |
| IN6 | Albion Town, Indiana | 0.0349038651% |
| IN7 | Alexandria City, Indiana | 0.0730730728% |
| IN8 | Alfordsville Town, Indiana | 0.0014708751% |
| IN9 | Allen County, Indiana | 2.0763019377% |
| IN10 | Alton Town, Indiana | 0.0007942725% |
| IN11 | Altona Town, Indiana | 0.0028976239% |
| IN12 | Ambia Town, Indiana | 0.0033388864% |
| IN13 | Amboy Town, Indiana | 0.0052657327% |
| IN14 | Amo Town, Indiana | 0.0063394715% |
| IN15 | Anderson City, Indiana | 0.8055247244% |
| IN16 | Andrews Town, Indiana | 0.0167238494% |
| IN17 | Angola City, Indiana | 0.1284368099% |
| IN18 | Arcadia Town, Indiana | 0.0244459434% |
| IN19 | Argos Town, Indiana | 0.0239164284% |
| IN20 | Ashley Town, Indiana | 0.0144292843% |
| IN21 | Atlanta Town, Indiana | 0.0109580192% |
| IN22 | Attica City, Indiana | 0.0476710606% |
| IN23 | Auburn City, Indiana | 0.1983327925% |
| IN24 | Aurora City, Indiana | 0.0540693671% |
| IN25 | Austin City, Indiana | 0.0605706348% |
| IN26 | Avilla Town, Indiana | 0.0360952739% |
| IN27 | Avon Town, Indiana | 0.2751418880% |
| IN28 | Bainbridge Town, Indiana | 0.0109727279% |
| IN29 | Bargersville Town, Indiana | 0.1187878695% |
| IN30 | Bartholomew County, Indiana | 0.4724744855% |
| IN31 | Batesville City, Indiana | 0.0983427062% |
| IN32 | Battle Ground Town, Indiana | 0.0290497824% |
| IN33 | Bedford City, Indiana | 0.1943320124% |
| IN34 | Beech Grove City, Indiana | 0.2197046071% |
| IN35 | Benton County, Indiana | 0.0396106653% |
| IN36 | Berne City, Indiana | 0.0624680636% |
| IN37 | Bethany Town, Indiana | 0.0013090788% |
| IN38 | Beverly Shores Town, Indiana | 0.0088105416% |
| IN39 | Bicknell City, Indiana | 0.0417728516% |
| IN40 | Birdseye Town, Indiana | 0.0061335490% |
| IN41 | Blackford County, Indiana | 0.0621885974% |
| IN42 | Bloomfield Town, Indiana | 0.0338301263% |
| IN43 | Bloomington Town, Indiana | 0.0048391789% |
| IN44 | Bloomington City, Indiana | 1.2613489042% |
| IN45 | Blountsville Town, Indiana | 0.0018827201% |
| IN46 | Bluffton City, Indiana | 0.1492496919% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|------|------------------------------|---------------|
| IN47 | Boone County, Indiana | 0.1646203363% |
| IN48 | Boonville City, Indiana | 0.0915913897% |
| IN49 | Borden Town, Indiana | 0.0137673905% |
| IN50 | Boston Town, Indiana | 0.0019121376% |
| IN51 | Boswell Town, Indiana | 0.0113110292% |
| IN52 | Bourbon Town, Indiana | 0.0257991485% |
| IN53 | Brazil City, Indiana | 0.1175670432% |
| IN54 | Bremen Town, Indiana | 0.0658069500% |
| IN55 | Bristol Town, Indiana | 0.0248872059% |
| IN56 | Brook Town, Indiana | 0.0140468568% |
| IN57 | Brooklyn Town, Indiana | 0.0234898746% |
| IN58 | Brooksbury Town, Indiana | 0.0011619913% |
| IN59 | Brookston Town, Indiana | 0.0225485146% |
| IN60 | Brookville Town, Indiana | 0.0371984302% |
| IN61 | Brown County, Indiana | 0.2058342553% |
| IN62 | Brownsburg Town, Indiana | 0.3971509739% |
| IN63 | Brownstown, Indiana | 0.0425377066% |
| IN64 | Bruceville Town, Indiana | 0.0069866565% |
| IN65 | Bryant Town, Indiana | 0.0036036439% |
| IN66 | Bunker Hill Town, Indiana | 0.0125171467% |
| IN67 | Burket Town, Indiana | 0.0028682064% |
| IN68 | Burlington Town, Indiana | 0.0088840853% |
| IN69 | Burnettsville Town, Indiana | 0.0049862664% |
| IN70 | Burns Harbor Town, Indiana | 0.0268875960% |
| IN71 | Butler City, Indiana | 0.0399783840% |
| IN72 | Cadiz Town, Indiana | 0.0020003901% |
| IN73 | Cambridge City Town, Indiana | 0.0257403135% |
| IN74 | Camden Town, Indiana | 0.0091047166% |
| IN75 | Campbellsburg Town, Indiana | 0.0085163666% |
| IN76 | Cannelburg Town, Indiana | 0.0024122351% |
| IN77 | Cannelton City, Indiana | 0.0217836596% |
| IN78 | Carbon Town, Indiana | 0.0055451990% |
| IN79 | Carlisle Town, Indiana | 0.0096783579% |
| IN80 | Carmel City, Indiana | 1.4865840015% |
| IN81 | Carroll County, Indiana | 0.2056577503% |
| IN82 | Carthage Town, Indiana | 0.0130760792% |
| IN83 | Cass County, Indiana | 0.2485631757% |
| IN84 | Cayuga Town, Indiana | 0.0162384606% |
| IN85 | Cedar Grove Town, Indiana | 0.0022357301% |
| IN86 | Cedar Lake Town, Indiana | 0.1939054586% |
| IN87 | Center Point Town, Indiana | 0.0033977214% |
| IN88 | Centerville Town, Indiana | 0.0379338677% |
| IN89 | Chalmers Town, Indiana | 0.0072514140% |
| IN90 | Chandler Town, Indiana | 0.0488036344% |
| IN91 | Charlestown City, Indiana | 0.1231122422% |
| IN92 | Chesterfield Town, Indiana | 0.0364335751% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|-------|------------------------------------|---------------|
| IN93 | Chesterton Town, Indiana | 0.2072168779% |
| IN94 | Chrisney Town, Indiana | 0.0069425303% |
| IN95 | Churubusco Town, Indiana | 0.0291086174% |
| IN96 | Cicero Town, Indiana | 0.0728524415% |
| IN97 | Clark County, Indiana | 0.4334668790% |
| IN98 | Clarks Hill Town, Indiana | 0.0106932617% |
| IN99 | Clarksville Town, Indiana | 0.3170912446% |
| IN100 | Clay City Town, Indiana | 0.0121641367% |
| IN101 | Clay County, Indiana | 0.2188514996% |
| IN102 | Claypool Town, Indiana | 0.0063835977% |
| IN103 | Clayton Town, Indiana | 0.0155177318% |
| IN104 | Clear Lake Town, Indiana | 0.0050598102% |
| IN105 | Clifford Town, Indiana | 0.0036918964% |
| IN106 | Clinton City, Indiana | 0.0689252051% |
| IN107 | Clinton County, Indiana | 0.1742545679% |
| IN108 | Cloverdale Town, Indiana | 0.0315502699% |
| IN109 | Coatesville Town, Indiana | 0.0082957353% |
| IN110 | Colfax Town, Indiana | 0.0099872416% |
| IN111 | Columbia City, Indiana | 0.1358206027% |
| IN112 | Columbus City, Indiana | 0.7066966294% |
| IN113 | Connersville City, Indiana | 0.1882131722% |
| IN114 | Converse Town, Indiana | 0.0179740932% |
| IN115 | Corunna Town, Indiana | 0.0037654401% |
| IN116 | Corydon Town, Indiana | 0.0470827105% |
| IN117 | Country Club Heights Town, Indiana | 0.0011472825% |
| IN118 | Covington City, Indiana | 0.0367718764% |
| IN119 | Crandall Town, Indiana | 0.0022210213% |
| IN120 | Crane Town, Indiana | 0.0026328664% |
| IN121 | Crawford County, Indiana | 0.1183760245% |
| IN122 | Crawfordsville City, Indiana | 0.2370756415% |
| IN123 | Cromwell Town, Indiana | 0.0074867540% |
| IN124 | Crothersville Town, Indiana | 0.0227397284% |
| IN125 | Crown Point City, Indiana | 0.4484403871% |
| IN126 | Culver Town, Indiana | 0.0214894846% |
| IN127 | Cynthiana Town, Indiana | 0.0078838903% |
| IN128 | Dale Town, Indiana | 0.0219307471% |
| IN129 | Daleville Town, Indiana | 0.0242400209% |
| IN130 | Dana Town, Indiana | 0.0083839878% |
| IN131 | Danville Town, Indiana | 0.1489408082% |
| IN132 | Darlington Town, Indiana | 0.0126789430% |
| IN133 | Darmstadt Town, Indiana | 0.0210629308% |
| IN134 | Daviess County, Indiana | 0.2625659062% |
| IN135 | Dayton Town, Indiana | 0.0245341959% |
| IN136 | De Kalb County, Indiana | 0.2455478818% |
| IN137 | De Motte Town, Indiana | 0.0611736936% |
| IN138 | Dearborn County, Indiana | 0.4922871725% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|-------|-----------------------------|---------------|
| IN139 | Decatur City, Indiana | 0.1449988630% |
| IN140 | Decatur County, Indiana | 0.1492055657% |
| IN141 | Decker Town, Indiana | 0.0036330614% |
| IN142 | Delaware County, Indiana | 0.4090797706% |
| IN143 | Delphi City, Indiana | 0.0427877554% |
| IN144 | Denver Town, Indiana | 0.0068689865% |
| IN145 | Dillsboro Town, Indiana | 0.0207393383% |
| IN146 | Dublin Town, Indiana | 0.0109874367% |
| IN147 | Dubois County, Indiana | 0.2578149798% |
| IN148 | Dugger Town, Indiana | 0.0128260305% |
| IN149 | Dune Acres Town, Indiana | 0.0026769926% |
| IN150 | Dunkirk City, Indiana | 0.0331682325% |
| IN151 | Dunreith Town, Indiana | 0.0024857788% |
| IN152 | Dupont Town, Indiana | 0.0048244702% |
| IN153 | Dyer Town, Indiana | 0.2349869989% |
| IN154 | Earl Park Town, Indiana | 0.0050451014% |
| IN155 | East Chicago City, Indiana | 0.4091533143% |
| IN156 | East Germantown, Indiana | 0.0051627714% |
| IN157 | Eaton Town, Indiana | 0.0254902647% |
| IN158 | Economy Town, Indiana | 0.0025740313% |
| IN159 | Edgewood Town, Indiana | 0.0273288585% |
| IN160 | Edinburgh Town, Indiana | 0.0675131651% |
| IN161 | Edwardsport Town, Indiana | 0.0043684989% |
| IN162 | Elberfeld Town, Indiana | 0.0096489404% |
| IN163 | Elizabeth Town, Indiana | 0.0030300026% |
| IN164 | Elizabethtown, Indiana | 0.0079133078% |
| IN165 | Elkhart City, Indiana | 0.7701207618% |
| IN166 | Elkhart County, Indiana | 1.5417271074% |
| IN167 | Ellettsville Town, Indiana | 0.0992399400% |
| IN168 | Elnora Town, Indiana | 0.0099431154% |
| IN169 | Elwood City, Indiana | 0.1234652522% |
| IN170 | English Town, Indiana | 0.0091929691% |
| IN171 | Etna Green Town, Indiana | 0.0086634541% |
| IN172 | Evansville City, Indiana | 1.7353236822% |
| IN173 | Fairland Town, Indiana | 0.0085163666% |
| IN174 | Fairmount Town, Indiana | 0.0407138215% |
| IN175 | Fairview Park Town, Indiana | 0.0192978807% |
| IN176 | Farmersburg Town, Indiana | 0.0157383631% |
| IN177 | Farmland Town, Indiana | 0.0184006469% |
| IN178 | Fayette County, Indiana | 0.1515883833% |
| IN179 | Ferdinand Town, Indiana | 0.0330505625% |
| IN180 | Fillmore Town, Indiana | 0.0078397640% |
| IN181 | Fishers City, Indiana | 1.4018910158% |
| IN182 | Flora Town, Indiana | 0.0294469186% |
| IN183 | Floyd County, Indiana | 0.5480039196% |
| IN184 | Fort Branch Town, Indiana | 0.0406844040% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|-------|-----------------------------|---------------|
| IN185 | Fort Wayne City, Indiana | 3.9772755687% |
| IN186 | Fortville Town, Indiana | 0.0612178198% |
| IN187 | Fountain City Town, Indiana | 0.0111198154% |
| IN188 | Fountain County, Indiana | 0.1041085365% |
| IN189 | Fowler Town, Indiana | 0.0338595438% |
| IN190 | Fowlerton Town, Indiana | 0.0037213139% |
| IN191 | Francesville Town, Indiana | 0.0117228742% |
| IN192 | Francisco Town, Indiana | 0.0081486478% |
| IN193 | Frankfort City, Indiana | 0.2336337939% |
| IN194 | Franklin City, Indiana | 0.3766616843% |
| IN195 | Franklin County, Indiana | 0.2854085959% |
| IN196 | Frankton Town, Indiana | 0.0270052660% |
| IN197 | Fremont Town, Indiana | 0.0322121637% |
| IN198 | French Lick Town, Indiana | 0.0261374497% |
| IN199 | Fulton County, Indiana | 0.1758136954% |
| IN200 | Fulton Town, Indiana | 0.0048097614% |
| IN201 | Galveston Town, Indiana | 0.0185183170% |
| IN202 | Garrett City, Indiana | 0.0943272173% |
| IN203 | Gary City, Indiana | 1.1013765331% |
| IN204 | Gas City, Indiana | 0.0848989082% |
| IN205 | Gaston Town, Indiana | 0.0128407392% |
| IN206 | Geneva Town, Indiana | 0.0199891920% |
| IN207 | Gentryville Town, Indiana | 0.0038978189% |
| IN208 | Georgetown, Indiana | 0.0495831981% |
| IN209 | Gibson County, Indiana | 0.2161745070% |
| IN210 | Glenwood Town, Indiana | 0.0034712651% |
| IN211 | Goodland Town, Indiana | 0.0145616631% |
| IN212 | Goshen City, Indiana | 0.5032893179% |
| IN213 | Gosport Town, Indiana | 0.0117228742% |
| IN214 | Grabill Town, Indiana | 0.0169444806% |
| IN215 | Grandview Town, Indiana | 0.0105755917% |
| IN216 | Grant County, Indiana | 0.2971314700% |
| IN217 | Greencastle City, Indiana | 0.1510588682% |
| IN218 | Greendale City, Indiana | 0.0638506862% |
| IN219 | Greene County, Indiana | 0.2893064148% |
| IN220 | Greenfield City, Indiana | 0.3383895154% |
| IN221 | Greens Fork Town, Indiana | 0.0056922865% |
| IN222 | Greensboro Town, Indiana | 0.0020150988% |
| IN223 | Greensburg City, Indiana | 0.1749017529% |
| IN224 | Greentown, Indiana | 0.0349185738% |
| IN225 | Greenville Town, Indiana | 0.0154588968% |
| IN226 | Greenwood City, Indiana | 0.8745528908% |
| IN227 | Griffin Town, Indiana | 0.0024857788% |
| IN228 | Griffith Town, Indiana | 0.2362225340% |
| IN229 | Hagerstown, Indiana | 0.0246077397% |
| IN230 | Hamilton County, Indiana | 0.3369480578% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|-------|------------------------------|----------------|
| IN231 | Hamilton Town, Indiana | 0.0232398259% |
| IN232 | Hamlet Town, Indiana | 0.0111933592% |
| IN233 | Hammond City, Indiana | 1.1108342597% |
| IN234 | Hancock County, Indiana | 0.5794071020% |
| IN235 | Hanover Town, Indiana | 0.0515100445% |
| IN236 | Hardinsburg Town, Indiana | 0.0035153914% |
| IN237 | Harmony Town, Indiana | 0.0094283091% |
| IN238 | Harrison County, Indiana | 0.5175273884% |
| IN239 | Hartford City, Indiana | 0.0832515282% |
| IN240 | Hartsville Town, Indiana | 0.0058835002% |
| IN241 | Haubstadt Town, Indiana | 0.0249607497% |
| IN242 | Hazleton Town, Indiana | 0.0039419451% |
| IN243 | Hebron Town, Indiana | 0.0539811146% |
| IN244 | Hendricks County, Indiana | 1.0582210590% |
| IN245 | Henry County, Indiana | 0.3396250504% |
| IN246 | Highland Town, Indiana | 0.3282404775% |
| IN247 | Hillsboro Town, Indiana | 0.0073690840% |
| IN248 | Hobart City, Indiana | 0.4109477819% |
| IN249 | Holland Town, Indiana | 0.0095606879% |
| IN250 | Holton Town, Indiana | 0.0066189378% |
| IN251 | Hope Town, Indiana | 0.0327710962% |
| IN252 | Howard County, Indiana | 0.3093397330% |
| IN253 | Hudson Town, Indiana | 0.0075897153% |
| IN254 | Huntertown, Indiana | 0.1003725138% |
| IN255 | Huntingburg City, Indiana | 0.0907529910% |
| IN256 | Huntington City, Indiana | 0.2520785671% |
| IN257 | Huntington County, Indiana | 0.2077758104% |
| IN258 | Hymera Town, Indiana | 0.0111933592% |
| IN259 | Indian Village Town, Indiana | 0.0019856813% |
| IN260 | Indianapolis City, Indiana | 13.0829776512% |
| IN261 | Ingalls Town, Indiana | 0.0356540114% |
| IN262 | Jackson County, Indiana | 0.2814960682% |
| IN263 | Jamestown, Indiana | 0.0135908855% |
| IN264 | Jasonville City, Indiana | 0.0312119687% |
| IN265 | Jasper City, Indiana | 0.2312803938% |
| IN266 | Jasper County, Indiana | 0.3167235258% |
| IN267 | Jay County, Indiana | 0.1443958042% |
| IN268 | Jefferson County, Indiana | 0.2432533167% |
| IN269 | Jeffersonville City, Indiana | 0.7078733294% |
| IN270 | Jennings County, Indiana | 0.3047064766% |
| IN271 | Johnson County, Indiana | 0.6908994313% |
| IN272 | Jonesboro City, Indiana | 0.0241664772% |
| IN273 | Jonesville Town, Indiana | 0.0028534976% |
| IN274 | Kempton Town, Indiana | 0.0045450039% |
| IN275 | Kendallville City, Indiana | 0.1455283780% |
| IN276 | Kennard Town, Indiana | 0.0065601027% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|-------|---------------------------------|---------------|
| IN277 | Kentland Town, Indiana | 0.0245341959% |
| IN278 | Kewanna Town, Indiana | 0.0087517066% |
| IN279 | Kingman Town, Indiana | 0.0067807340% |
| IN280 | Kingsbury Town, Indiana | 0.0035153914% |
| IN281 | Kingsford Heights Town, Indiana | 0.0203863283% |
| IN282 | Kirklin Town, Indiana | 0.0113551554% |
| IN283 | Knightstown, Indiana | 0.0314325999% |
| IN284 | Knightsville Town, Indiana | 0.0112816117% |
| IN285 | Knox City, Indiana | 0.0521425207% |
| IN286 | Knox County, Indiana | 0.2040986228% |
| IN287 | Kokomo City, Indiana | 0.8534017075% |
| IN288 | Kosciusko County, Indiana | 0.7211112049% |
| IN289 | Kouts Town, Indiana | 0.0287997336% |
| IN290 | La Crosse Town, Indiana | 0.0075750065% |
| IN291 | La Fontaine Town, Indiana | 0.0121788455% |
| IN292 | La Paz Town, Indiana | 0.0080751041% |
| IN293 | La Porte City, Indiana | 0.3172530408% |
| IN294 | La Porte County, Indiana | 0.6563485762% |
| IN295 | Laconia Town, Indiana | 0.0007501463% |
| IN296 | Ladoga Town, Indiana | 0.0146646243% |
| IN297 | Lafayette City, Indiana | 1.0549262989% |
| IN298 | Lagrange County, Indiana | 0.5134089383% |
| IN299 | Lagrange Town, Indiana | 0.0406402778% |
| IN300 | Lagro Town, Indiana | 0.0057511215% |
| IN301 | Lake County, Indiana | 0.6176498535% |
| IN302 | Lake Station City, Indiana | 0.1742251504% |
| IN303 | Lakeville Town, Indiana | 0.0117375829% |
| IN304 | Lanesville Town, Indiana | 0.0083104441% |
| IN305 | Lapel Town, Indiana | 0.0352715838% |
| IN306 | Larwill Town, Indiana | 0.0041772852% |
| IN307 | Laurel Town, Indiana | 0.0079721428% |
| IN308 | Lawrence City, Indiana | 0.7275242202% |
| IN309 | Lawrence County, Indiana | 0.3938267962% |
| IN310 | Lawrenceburg City, Indiana | 0.0735584615% |
| IN311 | Leavenworth Town, Indiana | 0.0034271389% |
| IN312 | Lebanon City, Indiana | 0.2362960777% |
| IN313 | Leesburg Town, Indiana | 0.0081192303% |
| IN314 | Leo-Cedarville Town, Indiana | 0.0567463597% |
| IN315 | Lewisville Town, Indiana | 0.0051480627% |
| IN316 | Liberty Town, Indiana | 0.0292115786% |
| IN317 | Ligonier City, Indiana | 0.0644096187% |
| IN318 | Linden Town, Indiana | 0.0112816117% |
| IN319 | Linton City, Indiana | 0.0765443379% |
| IN320 | Little York Town, Indiana | 0.0027946626% |
| IN321 | Livonia Town, Indiana | 0.0018091763% |
| IN322 | Lizton Town, Indiana | 0.0071925790% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|-------|-------------------------------|---------------|
| IN323 | Logansport City, Indiana | 0.2586386698% |
| IN324 | Long Beach Town, Indiana | 0.0170327331% |
| IN325 | Loogootee City, Indiana | 0.0397136265% |
| IN326 | Losantville Town, Indiana | 0.0032947601% |
| IN327 | Lowell Town, Indiana | 0.1461020193% |
| IN328 | Lynn Town, Indiana | 0.0151058868% |
| IN329 | Lynnville Town, Indiana | 0.0141204005% |
| IN330 | Lyons Town, Indiana | 0.0105314654% |
| IN331 | Mackey Town, Indiana | 0.0019415551% |
| IN332 | Macy Town, Indiana | 0.0029270414% |
| IN333 | Madison City, Indiana | 0.1744604904% |
| IN334 | Madison County, Indiana | 0.6472144421% |
| IN335 | Marengo Town, Indiana | 0.0118699617% |
| IN336 | Marion City, Indiana | 0.4108154031% |
| IN337 | Markle Town, Indiana | 0.0160766644% |
| IN338 | Markleville Town, Indiana | 0.0075455890% |
| IN339 | Marshall County, Indiana | 0.3884875198% |
| IN340 | Marshall Town, Indiana | 0.0046626739% |
| IN341 | Martin County, Indiana | 0.0964452774% |
| IN342 | Martinsville City, Indiana | 0.1716364103% |
| IN343 | Matthews Town, Indiana | 0.0082221916% |
| IN344 | Mauckport Town, Indiana | 0.0012502438% |
| IN345 | McCordsville Town, Indiana | 0.1100067454% |
| IN346 | Mecca Town, Indiana | 0.0047950527% |
| IN347 | Medaryville Town, Indiana | 0.0083104441% |
| IN348 | Medora Town, Indiana | 0.0102372904% |
| IN349 | Mellott Town, Indiana | 0.0028387889% |
| IN350 | Mentone Town, Indiana | 0.0142380705% |
| IN351 | Merom Town, Indiana | 0.0032065076% |
| IN352 | Merrillville Town, Indiana | 0.5117468495% |
| IN353 | Miami County, Indiana | 0.3147084270% |
| IN354 | Michiana Shores Town, Indiana | 0.0043684989% |
| IN355 | Michigan City, Indiana | 0.4561918986% |
| IN356 | Michigantown, Indiana | 0.0066483553% |
| IN357 | Middlebury Town, Indiana | 0.0531427158% |
| IN358 | Middletown, Indiana | 0.0329181838% |
| IN359 | Milan Town, Indiana | 0.0271817710% |
| IN360 | Milford Town, Indiana | 0.0230191946% |
| IN361 | Millersburg Town, Indiana | 0.0139880218% |
| IN362 | Millhousen Town, Indiana | 0.0019121376% |
| IN363 | Milltown, Indiana | 0.0119140880% |
| IN364 | Milton Town, Indiana | 0.0065601027% |
| IN365 | Mishawaka City, Indiana | 0.7407768044% |
| IN366 | Mitchell City, Indiana | 0.0624974811% |
| IN367 | Modoc Town, Indiana | 0.0026622839% |
| IN368 | Monon Town, Indiana | 0.0256667697% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|-------|-----------------------------|---------------|
| IN369 | Monroe City Town, Indiana | 0.0077662203% |
| IN370 | Monroe County, Indiana | 0.8226457100% |
| IN371 | Monroe Town, Indiana | 0.0129878267% |
| IN372 | Monroeville Town, Indiana | 0.0197244345% |
| IN373 | Monrovia Town, Indiana | 0.0221219608% |
| IN374 | Monterey Town, Indiana | 0.0029564589% |
| IN375 | Montezuma Town, Indiana | 0.0145028281% |
| IN376 | Montgomery County, Indiana | 0.2439446280% |
| IN377 | Montgomery Town, Indiana | 0.0111639417% |
| IN378 | Monticello City, Indiana | 0.0771179792% |
| IN379 | Montpelier City, Indiana | 0.0243282734% |
| IN380 | Mooreland Town, Indiana | 0.0051921889% |
| IN381 | Moore Hill Town, Indiana | 0.0090900078% |
| IN382 | Mooreville Town, Indiana | 0.1439692505% |
| IN383 | Morgan County, Indiana | 0.6498325997% |
| IN384 | Morgantown, Indiana | 0.0144734106% |
| IN385 | Morocco Town, Indiana | 0.0160913731% |
| IN386 | Morristown, Indiana | 0.0197097257% |
| IN387 | Mount Auburn Town, Indiana | 0.0015297101% |
| IN388 | Mount Ayr Town, Indiana | 0.0017209238% |
| IN389 | Mount Carmel Town, Indiana | 0.0010001950% |
| IN390 | Mount Etna Town, Indiana | 0.0015444188% |
| IN391 | Mount Summit Town, Indiana | 0.0048685964% |
| IN392 | Mount Vernon City, Indiana | 0.0956362961% |
| IN393 | Mulberry Town, Indiana | 0.0179446757% |
| IN394 | Muncie City, Indiana | 1.0001803293% |
| IN395 | Munster Town, Indiana | 0.3305938776% |
| IN396 | Napoleon Town, Indiana | 0.0033388864% |
| IN397 | Nappanee City, Indiana | 0.1006519801% |
| IN398 | Nashville Town, Indiana | 0.0161502081% |
| IN399 | New Albany City, Indiana | 0.5419144969% |
| IN400 | New Amsterdam Town, Indiana | 0.0004118450% |
| IN401 | New Carlisle Town, Indiana | 0.0308148324% |
| IN402 | New Castle City, Indiana | 0.2517108483% |
| IN403 | New Chicago Town, Indiana | 0.0285349761% |
| IN404 | New Harmony Town, Indiana | 0.0110756892% |
| IN405 | New Haven City, Indiana | 0.2341927264% |
| IN406 | New Market Town, Indiana | 0.0091635516% |
| IN407 | New Middletown, Indiana | 0.0012796613% |
| IN408 | New Palestine Town, Indiana | 0.0376396927% |
| IN409 | New Pekin Town, Indiana | 0.0204451633% |
| IN410 | New Point Town, Indiana | 0.0050156839% |
| IN411 | New Richmond Town, Indiana | 0.0048980139% |
| IN412 | New Ross Town, Indiana | 0.0050451014% |
| IN413 | New Whiteland Town, Indiana | 0.0917973122% |
| IN414 | Newberry Town, Indiana | 0.0027211189% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|-------|--------------------------------|---------------|
| IN415 | Newburgh Town, Indiana | 0.0478328568% |
| IN416 | Newport Town, Indiana | 0.0070896178% |
| IN417 | Newton County, Indiana | 0.1229945722% |
| IN418 | Newtown, Indiana | 0.0035742264% |
| IN419 | Noble County, Indiana | 0.3779266369% |
| IN420 | Noblesville City, Indiana | 0.9511854812% |
| IN421 | North Judson Town, Indiana | 0.0251813810% |
| IN422 | North Liberty Town, Indiana | 0.0281672573% |
| IN423 | North Manchester Town, Indiana | 0.0845311895% |
| IN424 | North Salem Town, Indiana | 0.0079133078% |
| IN425 | North Vernon City, Indiana | 0.0985780462% |
| IN426 | North Webster Town, Indiana | 0.0171798207% |
| IN427 | Oakland City, Indiana | 0.0353598363% |
| IN428 | Oaktown, Indiana | 0.0087517066% |
| IN429 | Odon Town, Indiana | 0.0203716195% |
| IN430 | Ogden Dunes Town, Indiana | 0.0160031206% |
| IN431 | Ohio County, Indiana | 0.0549518921% |
| IN432 | Oldenburg Town, Indiana | 0.0097519016% |
| IN433 | Onward Town, Indiana | 0.0014414576% |
| IN434 | Oolitic Town, Indiana | 0.0166797231% |
| IN435 | Orange County, Indiana | 0.1699743215% |
| IN436 | Orestes Town, Indiana | 0.0059423352% |
| IN437 | Orland Town, Indiana | 0.0062365102% |
| IN438 | Orleans Town, Indiana | 0.0312560949% |
| IN439 | Osceola Town, Indiana | 0.0365365364% |
| IN440 | Osgood Town, Indiana | 0.0233133696% |
| IN441 | Ossian Town, Indiana | 0.0497449944% |
| IN442 | Otterbein Town, Indiana | 0.0186065695% |
| IN443 | Owen County, Indiana | 0.2610214874% |
| IN444 | Owensville Town, Indiana | 0.0198126870% |
| IN445 | Oxford Town, Indiana | 0.0169003544% |
| IN446 | Palmyra Town, Indiana | 0.0140615655% |
| IN447 | Paoli Town, Indiana | 0.0533486383% |
| IN448 | Paragon Town, Indiana | 0.0099725329% |
| IN449 | Parke County, Indiana | 0.1734897128% |
| IN450 | Parker City Town, Indiana | 0.0197685608% |
| IN451 | Patoka Town, Indiana | 0.0113551554% |
| IN452 | Patriot Town, Indiana | 0.0030741289% |
| IN453 | Pendleton Town, Indiana | 0.0642919487% |
| IN454 | Pennville Town, Indiana | 0.0099284066% |
| IN455 | Perry County, Indiana | 0.1482494969% |
| IN456 | Perrysville Town, Indiana | 0.0063688890% |
| IN457 | Peru City, Indiana | 0.1621345574% |
| IN458 | Petersburg City, Indiana | 0.0340801750% |
| IN459 | Pierceton Town, Indiana | 0.0150176343% |
| IN460 | Pike County, Indiana | 0.1329671051% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|-------|----------------------------------|---------------|
| IN461 | Pine Village Town, Indiana | 0.0029711676% |
| IN462 | Pittsboro Town, Indiana | 0.0531574245% |
| IN463 | Plainfield Town, Indiana | 0.5190276810% |
| IN464 | Plainville Town, Indiana | 0.0073249578% |
| IN465 | Plymouth City, Indiana | 0.1468227481% |
| IN466 | Poneto Town, Indiana | 0.0028387889% |
| IN467 | Portage City, Indiana | 0.5440472657% |
| IN468 | Porter County, Indiana | 1.0379376920% |
| IN469 | Porter Town, Indiana | 0.0711021002% |
| IN470 | Portland City, Indiana | 0.0882819209% |
| IN471 | Posey County, Indiana | 0.2416794804% |
| IN472 | Poseyville Town, Indiana | 0.0152382656% |
| IN473 | Pottawattamie Park Town, Indiana | 0.0032947601% |
| IN474 | Princes Lakes Town, Indiana | 0.0197832695% |
| IN475 | Princeton City, Indiana | 0.1284515186% |
| IN476 | Pulaski County, Indiana | 0.1249949623% |
| IN477 | Putnam County, Indiana | 0.3331384914% |
| IN478 | Randolph County, Indiana | 0.1698860690% |
| IN479 | Redkey Town, Indiana | 0.0188566182% |
| IN480 | Remington Town, Indiana | 0.0169886069% |
| IN481 | Rensselaer City, Indiana | 0.0859285208% |
| IN482 | Reynolds Town, Indiana | 0.0077662203% |
| IN483 | Richland Town, Indiana | 0.0057511215% |
| IN484 | Richmond City, Indiana | 0.5198366623% |
| IN485 | Ridgeville Town, Indiana | 0.0109874367% |
| IN486 | Riley Town, Indiana | 0.0031770901% |
| IN487 | Ripley County, Indiana | 0.2119825131% |
| IN488 | Rising Sun City, Indiana | 0.0314620174% |
| IN489 | River Forest Town, Indiana | 0.0003235925% |
| IN490 | Roachdale Town, Indiana | 0.0128995742% |
| IN491 | Roann Town, Indiana | 0.0066336465% |
| IN492 | Roanoke Town, Indiana | 0.0251519635% |
| IN493 | Rochester City, Indiana | 0.0881642509% |
| IN494 | Rockport City, Indiana | 0.0315355612% |
| IN495 | Rockville Town, Indiana | 0.0364482839% |
| IN496 | Rome City Town, Indiana | 0.0205481245% |
| IN497 | Rosedale Town, Indiana | 0.0103843779% |
| IN498 | Roseland Town, Indiana | 0.0093547654% |
| IN499 | Rossville Town, Indiana | 0.0227250196% |
| IN500 | Royal Center Town, Indiana | 0.0122670980% |
| IN501 | Rush County, Indiana | 0.1389682753% |
| IN502 | Rushville City, Indiana | 0.0883701734% |
| IN503 | Russellville Town, Indiana | 0.0052363152% |
| IN504 | Russiaville Town, Indiana | 0.0164590919% |
| IN505 | Salamonia Town, Indiana | 0.0023534001% |
| IN506 | Salem City, Indiana | 0.0912089622% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|-------|-------------------------------|---------------|
| IN507 | Saltillo Town, Indiana | 0.0013384963% |
| IN508 | Sandborn Town, Indiana | 0.0059423352% |
| IN509 | Santa Claus Town, Indiana | 0.0354627976% |
| IN510 | Saratoga Town, Indiana | 0.0034712651% |
| IN511 | Schererville Town, Indiana | 0.4195965272% |
| IN512 | Schneider Town, Indiana | 0.0038242751% |
| IN513 | Scott County, Indiana | 0.1915520585% |
| IN514 | Scottsburg City, Indiana | 0.0990193088% |
| IN515 | Seelyville Town, Indiana | 0.0148558381% |
| IN516 | Sellersburg Town, Indiana | 0.1310255500% |
| IN517 | Selma Town, Indiana | 0.0119287967% |
| IN518 | Seymour City, Indiana | 0.2935719524% |
| IN519 | Shadeland Town, Indiana | 0.0281819661% |
| IN520 | Shamrock Lakes Town, Indiana | 0.0031770901% |
| IN521 | Sharpsville Town, Indiana | 0.0083398616% |
| IN522 | Shelburn Town, Indiana | 0.0179005494% |
| IN523 | Shelby County, Indiana | 0.3442288893% |
| IN524 | Shelbyville City, Indiana | 0.2854527221% |
| IN525 | Sheridan Town, Indiana | 0.0448322717% |
| IN526 | Shipshewana Town, Indiana | 0.0106050092% |
| IN527 | Shirley Town, Indiana | 0.0130613705% |
| IN528 | Shoals Town, Indiana | 0.0116052042% |
| IN529 | Sidney Town, Indiana | 0.0011914088% |
| IN530 | Silver Lake Town, Indiana | 0.0135761768% |
| IN531 | Somerville Town, Indiana | 0.0042508289% |
| IN532 | South Bend City, Indiana | 1.5006749846% |
| IN533 | South Whitley Town, Indiana | 0.0256079347% |
| IN534 | Southport City, Indiana | 0.0260344885% |
| IN535 | Speedway Town, Indiana | 0.1793437956% |
| IN536 | Spencer County, Indiana | 0.1879042884% |
| IN537 | Spencer Town, Indiana | 0.0331829413% |
| IN538 | Spiceland Town, Indiana | 0.0138262255% |
| IN539 | Spring Grove Town, Indiana | 0.0047362177% |
| IN540 | Spring Lake Town, Indiana | 0.0033535951% |
| IN541 | Springport Town, Indiana | 0.0020592251% |
| IN542 | Spurgeon Town, Indiana | 0.0030005851% |
| IN543 | St Joseph County, Indiana | 1.6167270265% |
| IN544 | St. Joe Town, Indiana | 0.0069572390% |
| IN545 | St. John Town, Indiana | 0.2764656755% |
| IN546 | St. Leon Town, Indiana | 0.0097519016% |
| IN547 | St. Paul Town, Indiana | 0.0156501106% |
| IN548 | Starke County, Indiana | 0.2497104582% |
| IN549 | State Line City Town, Indiana | 0.0020445163% |
| IN550 | Staunton Town, Indiana | 0.0075014628% |
| IN551 | Steuben County, Indiana | 0.3060596816% |
| IN552 | Stilesville Town, Indiana | 0.0049568489% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|-------|-------------------------------|---------------|
| IN553 | Stinesville Town, Indiana | 0.0032065076% |
| IN554 | Straughn Town, Indiana | 0.0031329639% |
| IN555 | Sullivan City, Indiana | 0.0602029160% |
| IN556 | Sullivan County, Indiana | 0.1732690816% |
| IN557 | Sulphur Springs Town, Indiana | 0.0054569465% |
| IN558 | Summitville Town, Indiana | 0.0144587018% |
| IN559 | Sunman Town, Indiana | 0.0151941393% |
| IN560 | Swayzee Town, Indiana | 0.0133996718% |
| IN561 | Sweetser Town, Indiana | 0.0162384606% |
| IN562 | Switz City Town, Indiana | 0.0042508289% |
| IN563 | Switzerland County, Indiana | 0.1308196275% |
| IN564 | Syracuse Town, Indiana | 0.0423906191% |
| IN565 | Tell City, Indiana | 0.1060648003% |
| IN566 | Tennyson Town, Indiana | 0.0044126252% |
| IN567 | Terre Haute City, Indiana | 0.8916738764% |
| IN568 | Thorntown, Indiana | 0.0231368646% |
| IN569 | Tippecanoe County, Indiana | 0.9815002161% |
| IN570 | Tipton City, Indiana | 0.0731024903% |
| IN571 | Tipton County, Indiana | 0.1253185548% |
| IN572 | Topeka Town, Indiana | 0.0180182194% |
| IN573 | Town of Pines Town, Indiana | 0.0101637466% |
| IN574 | Trafalgar Town, Indiana | 0.0197832695% |
| IN575 | Trail Creek Town, Indiana | 0.0292998311% |
| IN576 | Troy Town, Indiana | 0.0058540827% |
| IN577 | Ulen Town, Indiana | 0.0018533026% |
| IN578 | Union City, Indiana | 0.0505981019% |
| IN579 | Union County, Indiana | 0.0653362700% |
| IN580 | Uniondale Town, Indiana | 0.0046332564% |
| IN581 | Universal Town, Indiana | 0.0050598102% |
| IN582 | Upland Town, Indiana | 0.0548048046% |
| IN583 | Utica Town, Indiana | 0.0137379730% |
| IN584 | Valparaiso City, Indiana | 0.4985825177% |
| IN585 | Van Buren Town, Indiana | 0.0119435055% |
| IN586 | Vanderburgh County, Indiana | 0.9125308847% |
| IN587 | Veederburg Town, Indiana | 0.0301088124% |
| IN588 | Vera Cruz Town, Indiana | 0.0012649525% |
| IN589 | Vermillion County, Indiana | 0.0965923649% |
| IN590 | Vernon Town, Indiana | 0.0046626739% |
| IN591 | Versailles Town, Indiana | 0.0306383274% |
| IN592 | Vevay Town, Indiana | 0.0242400209% |
| IN593 | Vigo County, Indiana | 0.6322115165% |
| IN594 | Vincennes City, Indiana | 0.2480189519% |
| IN595 | Wabash City, Indiana | 0.1462196893% |
| IN596 | Wabash County, Indiana | 0.2005979401% |
| IN597 | Wakarusa Town, Indiana | 0.0272111885% |
| IN598 | Walkerton Town, Indiana | 0.0331829413% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|-------|-----------------------------------|---------------|
| IN599 | Wallace Town, Indiana | 0.0012061175% |
| IN600 | Walton Town, Indiana | 0.0149293818% |
| IN601 | Wanatah Town, Indiana | 0.0147675856% |
| IN602 | Warren County, Indiana | 0.0791330780% |
| IN603 | Warren Town, Indiana | 0.0178122969% |
| IN604 | Warrick County, Indiana | 0.7102120208% |
| IN605 | Warsaw City, Indiana | 0.2228375710% |
| IN606 | Washington City, Indiana | 0.1842712270% |
| IN607 | Washington County, Indiana | 0.2827463120% |
| IN608 | Waterloo Town, Indiana | 0.0332270675% |
| IN609 | Waveland Town, Indiana | 0.0061482577% |
| IN610 | Wayne County, Indiana | 0.3096486168% |
| IN611 | Waynetown, Indiana | 0.0141498180% |
| IN612 | Wells County, Indiana | 0.1993329876% |
| IN613 | West Baden Springs Town, Indiana | 0.0082516091% |
| IN614 | West College Corner Town, Indiana | 0.0092076779% |
| IN615 | West Harrison Town, Indiana | 0.0041184502% |
| IN616 | West Lafayette City, Indiana | 0.7500874435% |
| IN617 | West Lebanon Town, Indiana | 0.0101784554% |
| IN618 | West Terre Haute Town, Indiana | 0.0324769212% |
| IN619 | Westfield City, Indiana | 0.6420222532% |
| IN620 | Westport Town, Indiana | 0.0209452608% |
| IN621 | Westville Town, Indiana | 0.0862815308% |
| IN622 | Wheatfield Town, Indiana | 0.0128407392% |
| IN623 | Wheatland Town, Indiana | 0.0069131128% |
| IN624 | White County, Indiana | 0.1949203624% |
| IN625 | Whiteland Town, Indiana | 0.0666600575% |
| IN626 | Whitestown, Indiana | 0.1337319601% |
| IN627 | Whitewater Town, Indiana | 0.0010296125% |
| IN628 | Whiting City, Indiana | 0.0700871964% |
| IN629 | Whitley County, Indiana | 0.3048535641% |
| IN630 | Wilkinson Town, Indiana | 0.0066777728% |
| IN631 | Williamsport Town, Indiana | 0.0272406060% |
| IN632 | Winamac Town, Indiana | 0.0337124563% |
| IN633 | Winchester City, Indiana | 0.0686163214% |
| IN634 | Windfall City Town, Indiana | 0.0115022429% |
| IN635 | Winfield Town, Indiana | 0.0880612896% |
| IN636 | Wingate Town, Indiana | 0.0039125276% |
| IN637 | Winona Lake Town, Indiana | 0.0721022952% |
| IN638 | Winslow Town, Indiana | 0.0121788455% |
| IN639 | Wolcott Town, Indiana | 0.0142527793% |
| IN640 | Wolcottville Town, Indiana | 0.0153559356% |
| IN641 | Woodburn City, Indiana | 0.0241076422% |
| IN642 | Woodlawn Heights Town, Indiana | 0.0011178650% |
| IN643 | Worthington Town, Indiana | 0.0206952120% |
| IN644 | Yeoman Town, Indiana | 0.0020739338% |

Allocations are subject to change pursuant to a State-Subdivision Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.

| | | |
|-------|--------------------------|---------------|
| IN645 | Yorktown, Indiana | 0.1634289275% |
| IN646 | Zanesville Town, Indiana | 0.0091341341% |
| IN647 | Zionsville Town, Indiana | 0.4170960396% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|------|---------------------------|---------------|
| IA1 | Adair County, Iowa | 0.2556947079% |
| IA2 | Adams County, Iowa | 0.1116893593% |
| IA3 | Allamakee County, Iowa | 0.4458394258% |
| IA4 | Altoona City, Iowa | 0.2271292953% |
| IA5 | Ames City, Iowa | 1.7060232543% |
| IA6 | Ankeny City, Iowa | 0.5840629692% |
| IA7 | Appanoose County, Iowa | 0.5319683854% |
| IA8 | Audubon County, Iowa | 0.1208233165% |
| IA9 | Benton County, Iowa | 0.5189931402% |
| IA10 | Bettendorf City, Iowa | 0.8351246683% |
| IA11 | Black Hawk County, Iowa | 1.4597147645% |
| IA12 | Boone City, Iowa | 0.0585610511% |
| IA13 | Boone County, Iowa | 0.7643570143% |
| IA14 | Bremer County, Iowa | 0.1360762814% |
| IA15 | Buchanan County, Iowa | 0.3769597212% |
| IA16 | Buena Vista County, Iowa | 0.3093288199% |
| IA17 | Burlington City, Iowa | 0.7412740274% |
| IA18 | Butler County, Iowa | 0.2707550314% |
| IA19 | Calhoun County, Iowa | 0.1889747662% |
| IA20 | Carroll County, Iowa | 0.6033017832% |
| IA21 | Cass County, Iowa | 0.3356690805% |
| IA22 | Cedar County, Iowa | 0.3655659943% |
| IA23 | Cedar Falls City, Iowa | 0.3889922738% |
| IA24 | Cedar Rapids City, Iowa | 2.9326637662% |
| IA25 | Cerro Gordo County, Iowa | 1.0177134214% |
| IA26 | Cherokee County, Iowa | 0.2378216922% |
| IA27 | Chickasaw County, Iowa | 0.2430983347% |
| IA28 | Clarke County, Iowa | 0.3045977275% |
| IA29 | Clay County, Iowa | 0.0207652003% |
| IA30 | Clayton County, Iowa | 0.4574161780% |
| IA31 | Clinton City, Iowa | 0.5134206442% |
| IA32 | Clinton County, Iowa | 0.9451918014% |
| IA33 | Clive City, Iowa | 0.3112994673% |
| IA34 | Coralville City, Iowa | 0.2459834677% |
| IA35 | Council Bluffs City, Iowa | 1.6465089330% |
| IA36 | Crawford County, Iowa | 0.3305363581% |
| IA37 | Dallas County, Iowa | 0.9926851094% |
| IA38 | Davenport City, Iowa | 4.2711769833% |
| IA39 | Davis County, Iowa | 0.1538236474% |
| IA40 | Decatur County, Iowa | 0.2531361998% |
| IA41 | Delaware County, Iowa | 0.3021379441% |
| IA42 | Des Moines City, Iowa | 7.4241865686% |
| IA43 | Des Moines County, Iowa | 0.8267324284% |
| IA44 | Dickinson County, Iowa | 0.3322460903% |
| IA45 | Dubuque City, Iowa | 1.2115558277% |
| IA46 | Dubuque County, Iowa | 1.5339066909% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|------|-------------------------|---------------|
| IA47 | Emmet County, Iowa | 0.1753353731% |
| IA48 | Fairfield City, Iowa | 0.0333429825% |
| IA49 | Fayette County, Iowa | 0.5284248741% |
| IA50 | Floyd County, Iowa | 0.3286208427% |
| IA51 | Fort Dodge City, Iowa | 0.5243300432% |
| IA52 | Fort Madison City, Iowa | 0.2267513848% |
| IA53 | Franklin County, Iowa | 0.2107304188% |
| IA54 | Fremont County, Iowa | 0.2048165533% |
| IA55 | Greene County, Iowa | 0.3578145033% |
| IA56 | Grimes City, Iowa | 0.0740951249% |
| IA57 | Grundy County, Iowa | 0.3230832850% |
| IA58 | Guthrie County, Iowa | 0.2308465363% |
| IA59 | Hamilton County, Iowa | 0.3501841744% |
| IA60 | Hancock County, Iowa | 0.1901101001% |
| IA61 | Hardin County, Iowa | 0.4490825960% |
| IA62 | Harrison County, Iowa | 0.6178184798% |
| IA63 | Henry County, Iowa | 0.4451496351% |
| IA64 | Howard County, Iowa | 0.1714011300% |
| IA65 | Humboldt County, Iowa | 0.1929606154% |
| IA66 | Ida County, Iowa | 0.1680400030% |
| IA67 | Indianola City, Iowa | 0.2725936185% |
| IA68 | Iowa City, Iowa | 1.5748652576% |
| IA69 | Iowa County, Iowa | 0.2658620690% |
| IA70 | Jackson County, Iowa | 0.5490330125% |
| IA71 | Jasper County, Iowa | 0.3568285385% |
| IA72 | Jefferson County, Iowa | 0.5394823602% |
| IA73 | Johnson County, Iowa | 1.8973270258% |
| IA74 | Johnston City, Iowa | 0.2224895553% |
| IA75 | Jones County, Iowa | 0.3884579424% |
| IA76 | Keokuk City, Iowa | 0.2759060242% |
| IA77 | Keokuk County, Iowa | 0.1980680155% |
| IA78 | Kossuth County, Iowa | 0.3482728259% |
| IA79 | Le Mars City, Iowa | 0.3541517531% |
| IA80 | Lee County, Iowa | 0.9560951102% |
| IA81 | Linn County, Iowa | 3.9522487898% |
| IA82 | Louisa County, Iowa | 0.3358719789% |
| IA83 | Lucas County, Iowa | 0.3300459400% |
| IA84 | Lyon County, Iowa | 0.1619052891% |
| IA85 | Madison County, Iowa | 0.4030765691% |
| IA86 | Mahaska County, Iowa | 0.6619077091% |
| IA87 | Marion City, Iowa | 0.4437200502% |
| IA88 | Marion County, Iowa | 1.0208402375% |
| IA89 | Marshall County, Iowa | 0.5394663334% |
| IA90 | Marshalltown City, Iowa | 0.4969329796% |
| IA91 | Mason City, Iowa | 0.6125988926% |
| IA92 | Mills County, Iowa | 0.4947100714% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|-------|----------------------------|----------------|
| IA93 | Mitchell County, Iowa | 0.1895001226% |
| IA94 | Monona County, Iowa | 0.4457538430% |
| IA95 | Monroe County, Iowa | 0.2157871744% |
| IA96 | Montgomery County, Iowa | 0.5309224806% |
| IA97 | Muscatine City, Iowa | 0.3991224529% |
| IA98 | Muscatine County, Iowa | 0.6616391011% |
| IA99 | Newton City, Iowa | 1.3212822324% |
| IA100 | North Liberty City, Iowa | 0.1042571209% |
| IA101 | Norwalk City, Iowa | 0.1727031420% |
| IA102 | O'Brien County, Iowa | 0.2348702086% |
| IA103 | Osceola County, Iowa | 0.1454256379% |
| IA104 | Oskaloosa City, Iowa | 0.0542597958% |
| IA105 | Ottumwa City, Iowa | 0.4967291195% |
| IA106 | Page County, Iowa | 0.5824102922% |
| IA107 | Palo Alto County, Iowa | 0.1665902245% |
| IA108 | Pella City, Iowa | 0.1579530961% |
| IA109 | Pleasant Hill City, Iowa | 0.1362887959% |
| IA110 | Plymouth County, Iowa | 0.0911200057% |
| IA111 | Pocahontas County, Iowa | 0.1165515504% |
| IA112 | Polk County, Iowa | 12.6229166486% |
| IA113 | Pottawattamie County, Iowa | 1.9680770504% |
| IA114 | Poweshiek County, Iowa | 0.4746599840% |
| IA115 | Ringgold County, Iowa | 0.1195950275% |
| IA116 | Sac County, Iowa | 0.2200579790% |
| IA117 | Scott County, Iowa | 3.7551090429% |
| IA118 | Shelby County, Iowa | 0.2859038225% |
| IA119 | Sioux City, Iowa | 1.4764937951% |
| IA120 | Sioux County, Iowa | 0.4097180484% |
| IA121 | Spencer City, Iowa | 0.2749703834% |
| IA122 | Storm Lake City, Iowa | 0.0176281271% |
| IA123 | Story County, Iowa | 0.4604776051% |
| IA124 | Tama County, Iowa | 0.3449543301% |
| IA125 | Taylor County, Iowa | 0.1784400723% |
| IA126 | Union County, Iowa | 0.4630325873% |
| IA127 | Urbandale City, Iowa | 0.4969387492% |
| IA128 | Van Buren County, Iowa | 0.1525758057% |
| IA129 | Wapello County, Iowa | 0.5058976945% |
| IA130 | Warren County, Iowa | 0.8750395740% |
| IA131 | Washington County, Iowa | 0.5543135013% |
| IA132 | Waterloo City, Iowa | 1.4936754174% |
| IA133 | Waukee City, Iowa | 0.1023201296% |
| IA134 | Waverly City, Iowa | 0.5951868059% |
| IA135 | Wayne County, Iowa | 0.2439881391% |
| IA136 | Webster County, Iowa | 1.0714228590% |
| IA137 | West Des Moines City, Iowa | 1.1054614019% |
| IA138 | Winnebago County, Iowa | 0.2340557299% |

Allocations are subject to change pursuant to a State-Subdivision Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.

| | | |
|-------|-------------------------|---------------|
| IA139 | Winneshiek County, Iowa | 0.3674077867% |
| IA140 | Woodbury County, Iowa | 1.0897366099% |
| IA141 | Worth County, Iowa | 0.2345483918% |
| IA142 | Wright County, Iowa | 0.2810502858% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|------|---|---------------|
| KS1 | Allen County, Kansas | 0.7541791329% |
| KS2 | Anderson County, Kansas | 0.2371057884% |
| KS3 | Andover City, Kansas | 0.3023298328% |
| KS4 | Arkansas City, Kansas | 0.5244164596% |
| KS5 | Atchison City, Kansas | 0.2509194126% |
| KS6 | Atchison County, Kansas | 0.3718857098% |
| KS7 | Barber County, Kansas | 0.2343333783% |
| KS8 | Barton County, Kansas | 0.4058838207% |
| KS9 | Bourbon County, Kansas | 0.5659958596% |
| KS10 | Brown County, Kansas | 0.5618840411% |
| KS11 | Butler County, Kansas | 2.1800439960% |
| KS12 | Chase County, Kansas | 0.0310115071% |
| KS13 | Chautauqua County, Kansas | 0.1534264050% |
| KS14 | Cherokee County, Kansas | 1.0387304319% |
| KS15 | Cheyenne County, Kansas | 0.0521668496% |
| KS16 | Clark County, Kansas | 0.1317865660% |
| KS17 | Clay County, Kansas | 0.3853019118% |
| KS18 | Cloud County, Kansas | 0.2727657622% |
| KS19 | Coffey County, Kansas | 0.3555052548% |
| KS20 | Comanche County, Kansas | 0.0703611984% |
| KS21 | Cowley County, Kansas | 0.1056381847% |
| KS22 | Crawford County, Kansas | 0.8006058270% |
| KS23 | Decatur County, Kansas | 0.1024648600% |
| KS24 | Derby City, Kansas | 0.2862213106% |
| KS25 | Dickinson County, Kansas | 0.5167117764% |
| KS26 | Dodge City, Kansas | 0.3763716687% |
| KS27 | Doniphan County, Kansas | 0.1428529245% |
| KS28 | Douglas County, Kansas | 0.5037148817% |
| KS29 | Edwards County, Kansas | 0.0688529961% |
| KS30 | El Dorado City, Kansas | 0.5267481432% |
| KS31 | Elk County, Kansas | 0.1699851994% |
| KS32 | Elkhart City, Kansas | 0.0023710299% |
| KS33 | Ellis County, Kansas | 0.3947457539% |
| KS34 | Ellsworth County, Kansas | 0.2694567040% |
| KS35 | Emporia City, Kansas | 0.1225808979% |
| KS36 | Fairmount Township, Leavenworth County, Kansas | 0.0084960354% |
| KS37 | Finney County, Kansas | 0.4284130288% |
| KS38 | Ford County, Kansas | 0.3536897313% |
| KS39 | Franklin County, Kansas | 0.9871549429% |
| KS40 | Garden City, Kansas | 0.3090040586% |
| KS41 | Gardner City, Kansas | 0.1783885728% |
| KS42 | Geary County, Kansas | 0.9138741928% |
| KS43 | Gove County, Kansas | 0.0596145005% |
| KS44 | Graham County, Kansas | 0.0885576425% |
| KS45 | Grant County, Kansas | 0.1121093922% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|------|--|---------------|
| KS46 | Gray County, Kansas | 0.1198536546% |
| KS47 | Great Bend City, Kansas | 0.2626213674% |
| KS48 | Greeley County Unified Government, Kansas | 0.0420764688% |
| KS49 | Greenwood County, Kansas | 0.3634446197% |
| KS50 | Hamilton County, Kansas | 0.0770093484% |
| KS51 | Harper County, Kansas | 0.2751873139% |
| KS52 | Harvey County, Kansas | 0.4874526988% |
| KS53 | Haskell County, Kansas | 0.0589027724% |
| KS54 | Hays City, Kansas | 0.2857030552% |
| KS55 | Haysville City, Kansas | 0.1161439147% |
| KS56 | Hodgeman County, Kansas | 0.0381949084% |
| KS57 | Hutchinson City, Kansas | 1.0312608960% |
| KS58 | Jackson County, Kansas | 0.2794465069% |
| KS59 | Jefferson County, Kansas | 0.4227008116% |
| KS60 | Jewell County, Kansas | 0.0576553276% |
| KS61 | Johnson County, Kansas | 9.6645678744% |
| KS62 | Junction City, Kansas | 0.1775769654% |
| KS63 | Kansas City, Kansas | 5.4520371502% |
| KS64 | Kearny County, Kansas | 0.0660370488% |
| KS65 | Kingman County, Kansas | 0.2734092742% |
| KS66 | Kiowa County, Kansas | 0.0632464788% |
| KS67 | Labette County, Kansas | 1.1704308548% |
| KS68 | Lane County, Kansas | 0.0275778907% |
| KS69 | Lansing City, Kansas | 0.7133352086% |
| KS70 | Lawrence City, Kansas | 3.1638042033% |
| KS71 | Leavenworth City, Kansas | 0.5951890494% |
| KS72 | Leavenworth County, Kansas | 2.3340801542% |
| KS73 | Leawood City, Kansas | 0.5645735676% |
| KS74 | Lenexa City, Kansas | 0.9811139852% |
| KS75 | Liberal City, Kansas | 0.0682108809% |
| KS76 | Lincoln County, Kansas | 0.0485423215% |
| KS77 | Linn County, Kansas | 0.4207125363% |
| KS78 | Logan County, Kansas | 0.1082727658% |
| KS79 | Lyon County, Kansas | 0.6750909426% |
| KS80 | Manhattan City, Kansas | 0.7992480259% |
| KS81 | Manter City, Kansas | 0.0001287490% |
| KS82 | Marion County, Kansas | 0.2585495937% |
| KS83 | Marshall County, Kansas | 0.2276721904% |
| KS84 | McPherson City, Kansas | 0.2496279649% |
| KS85 | McPherson County, Kansas | 0.5097593318% |
| KS86 | Meade County, Kansas | 0.0768717523% |
| KS87 | Merriam City, Kansas | 0.2489320686% |
| KS88 | Miami County, Kansas | 1.2663765466% |
| KS89 | Mitchell County, Kansas | 0.1352292623% |
| KS90 | Montgomery County, Kansas | 1.7112175254% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|-------|------------------------------|----------------|
| KS91 | Morris County, Kansas | 0.1150743437% |
| KS92 | Morton County, Kansas | 0.2160617336% |
| KS93 | Nemaha County, Kansas | 0.2032897421% |
| KS94 | Neosho County, Kansas | 0.8310848768% |
| KS95 | Ness County, Kansas | 0.0706191619% |
| KS96 | Newton City, Kansas | 0.5433840008% |
| KS97 | Norton County, Kansas | 0.1451450288% |
| KS98 | Olathe City, Kansas | 1.6762201549% |
| KS99 | Osage County, Kansas | 0.5950568081% |
| KS100 | Osborne County, Kansas | 0.1578979290% |
| KS101 | Ottawa City, Kansas | 0.0294988813% |
| KS102 | Ottawa County, Kansas | 0.1312957833% |
| KS103 | Overland Park City, Kansas | 2.3687103690% |
| KS104 | Pawnee County, Kansas | 0.1939706911% |
| KS105 | Phillips County, Kansas | 0.1221045499% |
| KS106 | Pittsburg City, Kansas | 0.7147952173% |
| KS107 | Pottawatomie County, Kansas | 0.4594243031% |
| KS108 | Prairie Village City, Kansas | 0.2589451534% |
| KS109 | Pratt County, Kansas | 0.4619825196% |
| KS110 | Rawlins County, Kansas | 0.0431218266% |
| KS111 | Reno County, Kansas | 1.1279702345% |
| KS112 | Republic County, Kansas | 0.1617978822% |
| KS113 | Rice County, Kansas | 0.2959259100% |
| KS114 | Riley County, Kansas | 1.0426785786% |
| KS115 | Rooks County, Kansas | 0.1523482196% |
| KS116 | Rush County, Kansas | 0.0753160549% |
| KS117 | Russell County, Kansas | 0.2146389759% |
| KS118 | Salina City, Kansas | 1.3339667317% |
| KS119 | Saline County, Kansas | 0.6611290126% |
| KS120 | Scott County, Kansas | 0.0944435428% |
| KS121 | Sedgwick County, Kansas | 13.5321956939% |
| KS122 | Seward County, Kansas | 0.4105201807% |
| KS123 | Shawnee City, Kansas | 0.8209928663% |
| KS124 | Shawnee County, Kansas | 3.0388576303% |
| KS125 | Sheridan County, Kansas | 0.0529819493% |
| KS126 | Sherman County, Kansas | 0.2106519484% |
| KS127 | Smith County, Kansas | 0.1047138927% |
| KS128 | Soldier Township, Kansas | 0.0214428740% |
| KS129 | Stafford County, Kansas | 0.0781264146% |
| KS130 | Stanton County, Kansas | 0.0490733819% |
| KS131 | Stevens County, Kansas | 0.0751535472% |
| KS132 | Sumner County, Kansas | 1.0773462773% |
| KS133 | Thomas County, Kansas | 0.2518295026% |
| KS134 | Topeka City, Kansas | 2.9773291238% |
| KS135 | Trego County, Kansas | 0.0832973273% |
| KS136 | Ulysses City, Kansas | 0.0249593741% |

Allocations are subject to change pursuant to a State-Subdivision Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.

| | | |
|-------|---------------------------|---------------|
| KS137 | Wabaunsee County, Kansas | 0.1542554739% |
| KS138 | Wallace County, Kansas | 0.0168456276% |
| KS139 | Washington County, Kansas | 0.1090452597% |
| KS140 | Wichita City, Kansas | 8.2621190275% |
| KS141 | Wichita County, Kansas | 0.0516844483% |
| KS142 | Wilson County, Kansas | 0.5342588881% |
| KS143 | Winfield City, Kansas | 0.6854926025% |
| KS144 | Woodson County, Kansas | 0.2011950685% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|------|-------------------------------|---------------|
| KY1 | Adair County, Kentucky | 0.2072149972% |
| KY2 | Allen County, Kentucky | 0.3652932746% |
| KY3 | Anderson County, Kentucky | 0.3621159370% |
| KY4 | Ashland City, Kentucky | 0.9834499202% |
| KY5 | Ballard County, Kentucky | 0.1275818571% |
| KY6 | Bardstown City, Kentucky | 0.2352870373% |
| KY7 | Barren County, Kentucky | 0.3822164065% |
| KY8 | Bath County, Kentucky | 0.2721522696% |
| KY9 | Bell County, Kentucky | 1.6046449783% |
| KY10 | Bellefonte City, Kentucky | 0.0232546060% |
| KY11 | Benham City, Kentucky | 0.0026848062% |
| KY12 | Berea City, Kentucky | 0.1673960319% |
| KY13 | Boone County, Kentucky | 2.2416599391% |
| KY14 | Bourbon County, Kentucky | 0.3912683808% |
| KY15 | Bowling Green City, Kentucky | 0.6707865957% |
| KY16 | Boyd County, Kentucky | 1.0191273378% |
| KY17 | Boyle County, Kentucky | 0.3790292999% |
| KY18 | Bracken County, Kentucky | 0.1275577166% |
| KY19 | Breathitt County, Kentucky | 0.5390554414% |
| KY20 | Breckinridge County, Kentucky | 0.3244963382% |
| KY21 | Buckhorn City, Kentucky | 0.0016578966% |
| KY22 | Bullitt County, Kentucky | 0.9402858081% |
| KY23 | Butler County, Kentucky | 0.2691739265% |
| KY24 | Caldwell County, Kentucky | 0.2485303902% |
| KY25 | Calloway County, Kentucky | 0.0270405279% |
| KY26 | Campbell County, Kentucky | 1.8009538340% |
| KY27 | Campbellsville City, Kentucky | 0.2769609681% |
| KY28 | Carlisle County, Kentucky | 0.0604084438% |
| KY29 | Carroll County, Kentucky | 0.3429114361% |
| KY30 | Carter County, Kentucky | 0.6015849596% |
| KY31 | Casey County, Kentucky | 0.2668572392% |
| KY32 | Christian County, Kentucky | 0.4386166388% |
| KY33 | Clark County, Kentucky | 0.6110238861% |
| KY34 | Clay County, Kentucky | 0.7834161044% |
| KY35 | Clinton County, Kentucky | 0.5184782680% |
| KY36 | Columbia City, Kentucky | 0.0941274300% |
| KY37 | Covington City, Kentucky | 1.7146827203% |
| KY38 | Crittenden County, Kentucky | 0.2010231527% |
| KY39 | Cumberland County, Kentucky | 0.1857249004% |
| KY40 | Danville City, Kentucky | 0.2799464970% |
| KY41 | Daviess County, Kentucky | 1.1263935276% |
| KY42 | Edmonson County, Kentucky | 0.1884368528% |
| KY43 | Elizabethtown City, Kentucky | 0.0550593556% |
| KY44 | Elliott County, Kentucky | 0.1458221479% |
| KY45 | Erlanger City, Kentucky | 0.3397777298% |
| KY46 | Estill County, Kentucky | 0.4817186620% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|------|------------------------------|----------------|
| KY47 | Fleming County, Kentucky | 0.2798388981% |
| KY48 | Florence City, Kentucky | 0.7389020512% |
| KY49 | Floyd County, Kentucky | 2.2122610651% |
| KY50 | Fort Thomas City, Kentucky | 0.3651296923% |
| KY51 | Frankfort City, Kentucky | 0.4254271088% |
| KY52 | Franklin County, Kentucky | 0.4438483122% |
| KY53 | Fulton County, Kentucky | 0.1040009320% |
| KY54 | Gallatin County, Kentucky | 0.2347861459% |
| KY55 | Garrard County, Kentucky | 0.3127117464% |
| KY56 | Georgetown City, Kentucky | 0.2129888920% |
| KY57 | Glasgow City, Kentucky | 0.4100978120% |
| KY58 | Grant County, Kentucky | 0.8983127984% |
| KY59 | Graves County, Kentucky | 0.5377248503% |
| KY60 | Grayson City, Kentucky | 0.1405700912% |
| KY61 | Grayson County, Kentucky | 0.5506751829% |
| KY62 | Green County, Kentucky | 0.1363993307% |
| KY63 | Greenup City, Kentucky | 0.0314549006% |
| KY64 | Greenup County, Kentucky | 0.6818493215% |
| KY65 | Hancock County, Kentucky | 0.1001482246% |
| KY66 | Hardin County, Kentucky | 1.5735944542% |
| KY67 | Harlan City, Kentucky | 0.0307714057% |
| KY68 | Harlan County, Kentucky | 0.8841679348% |
| KY69 | Harrison County, Kentucky | 0.4508521033% |
| KY70 | Hart County, Kentucky | 0.2333469695% |
| KY71 | Henderson City, Kentucky | 0.5644511762% |
| KY72 | Henderson County, Kentucky | 0.3796057595% |
| KY73 | Henry County, Kentucky | 0.2263086115% |
| KY74 | Hickman County, Kentucky | 0.0533625713% |
| KY75 | Hillview City, Kentucky | 0.0559482324% |
| KY76 | Hopkins County, Kentucky | 0.5493362318% |
| KY77 | Hopkinsville City, Kentucky | 0.5662686160% |
| KY78 | Hyden City, Kentucky | 0.0208586871% |
| KY79 | Independence City, Kentucky | 0.1255237640% |
| KY80 | Inez City, Kentucky | 0.0105691141% |
| KY81 | Jackson County, Kentucky | 0.1930879337% |
| KY82 | Jamestown City, Kentucky | 0.0102921092% |
| KY83 | Jefferson County, Kentucky | 14.4939132925% |
| KY84 | Jeffersontown City, Kentucky | 0.1981991396% |
| KY85 | Jenkins City, Kentucky | 0.0688654541% |
| KY86 | Jessamine County, Kentucky | 0.6407795601% |
| KY87 | Johnson County, Kentucky | 0.6400798620% |
| KY88 | Kenton County, Kentucky | 3.0353062046% |
| KY89 | Knott County, Kentucky | 0.4760255015% |
| KY90 | Knox County, Kentucky | 0.8791225282% |
| KY91 | Larue County, Kentucky | 0.1917133825% |
| KY92 | Laurel County, Kentucky | 0.9215642107% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|-------|---|---------------|
| KY93 | Lawrence County, Kentucky | 0.5341168353% |
| KY94 | Lawrenceburg City, Kentucky | 0.0804801232% |
| KY95 | Lee County, Kentucky | 0.3684164606% |
| KY96 | Leslie County, Kentucky | 0.5316878055% |
| KY97 | Letcher County, Kentucky | 0.5820426330% |
| KY98 | Lewis County, Kentucky | 0.2152456979% |
| KY99 | Lexington-Fayette Urban County, Kentucky | 6.2597070666% |
| KY100 | Lincoln County, Kentucky | 0.4844988089% |
| KY101 | Livingston County, Kentucky | 0.2056037847% |
| KY102 | Logan County, Kentucky | 0.4041639043% |
| KY103 | London City, Kentucky | 0.1961505806% |
| KY104 | Loyall City, Kentucky | 0.0033160280% |
| KY105 | Lynch City, Kentucky | 0.0027455331% |
| KY106 | Lyndon City, Kentucky | 0.0748780766% |
| KY107 | Lyon County, Kentucky | 0.1367346673% |
| KY108 | Madison County, Kentucky | 1.1073052673% |
| KY109 | Madisonville City, Kentucky | 0.3927355489% |
| KY110 | Magoffin County, Kentucky | 0.3084779576% |
| KY111 | Manchester City, Kentucky | 0.1800397241% |
| KY112 | Marion County, Kentucky | 0.3140811783% |
| KY113 | Marshall County, Kentucky | 0.6110803392% |
| KY114 | Martin County, Kentucky | 0.4586073959% |
| KY115 | Mason County, Kentucky | 0.3538044741% |
| KY116 | McCracken County, Kentucky | 0.3377504933% |
| KY117 | McCreary County, Kentucky | 0.3011869230% |
| KY118 | McLean County, Kentucky | 0.1433881867% |
| KY119 | Meade County, Kentucky | 0.3762152436% |
| KY120 | Menifee County, Kentucky | 0.1152561711% |
| KY121 | Mercer County, Kentucky | 0.4275256395% |
| KY122 | Metcalfe County, Kentucky | 0.1167070889% |
| KY123 | Monroe County, Kentucky | 0.2890192303% |
| KY124 | Montgomery County, Kentucky | 0.7103789505% |
| KY125 | Morehead City, Kentucky | 0.1176937487% |
| KY126 | Morgan County, Kentucky | 0.0505889526% |
| KY127 | Morganfield City, Kentucky | 0.1082087956% |
| KY128 | Mount Washington City, Kentucky | 0.0667863672% |
| KY129 | Muhlenberg County, Kentucky | 0.6182711015% |
| KY130 | Murray City, Kentucky | 0.5765962314% |
| KY131 | Nelson County, Kentucky | 0.4816564321% |
| KY132 | Newport City, Kentucky | 0.7312996326% |
| KY133 | Nicholas County, Kentucky | 0.1324383199% |
| KY134 | Nicholasville City, Kentucky | 0.3723153354% |
| KY135 | Ohio County, Kentucky | 0.4467150643% |
| KY136 | Oldham County, Kentucky | 0.8061439877% |
| KY137 | Owen County, Kentucky | 0.2198857418% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|-------|--------------------------------|---------------|
| KY138 | Owensboro City, Kentucky | 0.5118319344% |
| KY139 | Owsley County, Kentucky | 0.1294761331% |
| KY140 | Paducah City, Kentucky | 1.1041080161% |
| KY141 | Paintsville City, Kentucky | 0.3642660363% |
| KY142 | Pendleton County, Kentucky | 0.3094900729% |
| KY143 | Perry County, Kentucky | 1.7685462770% |
| KY144 | Pike County, Kentucky | 2.8526994649% |
| KY145 | Pineville City, Kentucky | 0.0736606264% |
| KY146 | Pippa Passes City, Kentucky | 0.0150639864% |
| KY147 | Powell County, Kentucky | 0.5788951657% |
| KY148 | Prestonsburg City, Kentucky | 0.4197933602% |
| KY149 | Pulaski County, Kentucky | 0.8723902940% |
| KY150 | Radcliff City, Kentucky | 0.0391427032% |
| KY151 | Richmond City, Kentucky | 0.5069051167% |
| KY152 | Robertson County, Kentucky | 0.0346199801% |
| KY153 | Rockcastle County, Kentucky | 0.5575756021% |
| KY154 | Rowan County, Kentucky | 0.4245058255% |
| KY155 | Russell City, Kentucky | 0.1455248537% |
| KY156 | Russell County, Kentucky | 0.5341152854% |
| KY157 | Russell Springs City, Kentucky | 0.0155036343% |
| KY158 | Scott County, Kentucky | 0.6332443967% |
| KY159 | Shelby County, Kentucky | 0.5093783884% |
| KY160 | Shelbyville City, Kentucky | 0.1168374662% |
| KY161 | Shepherdsville City, Kentucky | 0.1717991328% |
| KY162 | Shively City, Kentucky | 0.1040826057% |
| KY163 | Simpson County, Kentucky | 0.3109188228% |
| KY164 | Somerset City, Kentucky | 0.3108498299% |
| KY165 | South Shore City, Kentucky | 0.0058748246% |
| KY166 | Spencer County, Kentucky | 0.2447695951% |
| KY167 | St. Matthews City, Kentucky | 0.1131834246% |
| KY168 | Taylor County, Kentucky | 0.1908446071% |
| KY169 | Todd County, Kentucky | 0.1788746408% |
| KY170 | Trigg County, Kentucky | 0.2047738501% |
| KY171 | Trimble County, Kentucky | 0.1174427629% |
| KY172 | Union County, Kentucky | 0.2531192882% |
| KY173 | Vanceburg City, Kentucky | 0.0340027072% |
| KY174 | Warfield City, Kentucky | 0.0001148786% |
| KY175 | Warren County, Kentucky | 0.9893070387% |
| KY176 | Washington County, Kentucky | 0.1549834119% |
| KY177 | Wayne County, Kentucky | 0.3477965951% |
| KY178 | Webster County, Kentucky | 0.2371207742% |
| KY179 | West Liberty City, Kentucky | 0.1691975502% |
| KY180 | Whitesburg City, Kentucky | 0.0507126138% |
| KY181 | Whitley County, Kentucky | 2.0341464266% |
| KY182 | Winchester City, Kentucky | 0.4646999075% |
| KY183 | Wolfe County, Kentucky | 0.2600699609% |

Allocations are subject to change pursuant to a State-Subdivision Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.

| | | |
|-------|----------------------------|---------------|
| KY184 | Woodford County, Kentucky | 0.4375495264% |
| KY185 | Worthington City, Kentucky | 0.0263144349% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|------|----------------------------------|---------------|
| LA1 | Abbeville City, Louisiana | 0.0679280538% |
| LA2 | Acadia Parish, Louisiana | 1.2194829459% |
| LA3 | Alexandria City, Louisiana | 1.2024783767% |
| LA4 | Allen Parish, Louisiana | 0.4559894283% |
| LA5 | Ascension Parish, Louisiana | 1.9267662149% |
| LA6 | Assumption Parish, Louisiana | 0.3666421439% |
| LA7 | Avoyelles Parish, Louisiana | 0.8404458488% |
| LA8 | Baker City, Louisiana | 0.1117452518% |
| LA9 | Baldwin Town, Louisiana | 0.0108418974% |
| LA10 | Bastrop City, Louisiana | 0.0578782632% |
| LA11 | Baton Rouge City, Louisiana | 8.9366637967% |
| LA12 | Beauregard Parish, Louisiana | 0.5966957728% |
| LA13 | Berwick Town, Louisiana | 0.0285604806% |
| LA14 | Bienville Parish, Louisiana | 0.1954851558% |
| LA15 | Bogalusa City, Louisiana | 0.3158250558% |
| LA16 | Bossier City, Louisiana | 0.7790225688% |
| LA17 | Bossier Parish, Louisiana | 1.0230735201% |
| LA18 | Broussard City, Louisiana | 0.0918011427% |
| LA19 | Caddo Parish, Louisiana | 2.1447099889% |
| LA20 | Calcasieu Parish, Louisiana | 2.9021241601% |
| LA21 | Caldwell Parish, Louisiana | 0.1927546033% |
| LA22 | Cameron Parish, Louisiana | 0.1030184405% |
| LA23 | Catahoula Parish, Louisiana | 0.2156692517% |
| LA24 | Central City, Louisiana | 0.0033763047% |
| LA25 | Claiborne Parish, Louisiana | 0.2771007770% |
| LA26 | Concordia Parish, Louisiana | 0.3162569050% |
| LA27 | Covington City, Louisiana | 0.3214341011% |
| LA28 | Crowley City, Louisiana | 0.3391756761% |
| LA29 | De Soto Parish, Louisiana | 0.3484008543% |
| LA30 | Delhi Town, Louisiana | 0.0031539979% |
| LA31 | Deridder City, Louisiana | 0.0636668030% |
| LA32 | Donaldsonville City, Louisiana | 0.0694578006% |
| LA33 | East Carroll Parish, Louisiana | 0.0759082662% |
| LA34 | East Feliciana Parish, Louisiana | 0.2588380813% |
| LA35 | Eunice City, Louisiana | 0.0643741573% |
| LA36 | Evangeline Parish, Louisiana | 0.7892359182% |
| LA37 | Ferriday Town, Louisiana | 0.0108372990% |
| LA38 | Franklin City, Louisiana | 0.0440106462% |
| LA39 | Franklin Parish, Louisiana | 0.2693308999% |
| LA40 | Gonzales City, Louisiana | 0.2760446611% |
| LA41 | Gramercy Town, Louisiana | 0.0042935185% |
| LA42 | Grant Parish, Louisiana | 0.3383245042% |
| LA43 | Gretna City, Louisiana | 0.2064625462% |
| LA44 | Hammond City, Louisiana | 0.1932291063% |
| LA45 | Houma City, Louisiana | 2.3145771376% |
| LA46 | Iberia Parish, Louisiana | 1.1914468366% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|------|---------------------------------------|----------------|
| LA47 | Iberville Parish, Louisiana | 0.6981774104% |
| LA48 | Jackson Parish, Louisiana | 0.2373772275% |
| LA49 | Jean Lafitte Town, Louisiana | 0.0069018975% |
| LA50 | Jefferson Davis Parish, Louisiana | 0.6931288890% |
| LA51 | Jefferson Parish, Louisiana | 12.5267142795% |
| LA52 | Kenner City, Louisiana | 0.3494002836% |
| LA53 | Lafayette City, Louisiana | 4.9816398190% |
| LA54 | Lafourche Parish, Louisiana | 1.7353719328% |
| LA55 | Lake Charles City, Louisiana | 0.8843967956% |
| LA56 | Lake Providence Town, Louisiana | 0.0035291605% |
| LA57 | Lasalle Parish, Louisiana | 0.3542600344% |
| LA58 | Lincoln Parish, Louisiana | 0.2831101174% |
| LA59 | Livingston Parish, Louisiana | 4.9708979756% |
| LA60 | Lutcher Town, Louisiana | 0.0011958109% |
| LA61 | Madison Parish, Louisiana | 0.1244317250% |
| LA62 | Madisonville Town, Louisiana | 0.0204192464% |
| LA63 | Mandeville City, Louisiana | 0.2436336107% |
| LA64 | Minden City, Louisiana | 0.1701763486% |
| LA65 | Monroe City, Louisiana | 0.9030903893% |
| LA66 | Morehouse Parish, Louisiana | 0.3887749921% |
| LA67 | Morgan City, Louisiana | 0.1587706766% |
| LA68 | Natchitoches City, Louisiana | 0.0900119850% |
| LA69 | Natchitoches Parish, Louisiana | 0.4124570906% |
| LA70 | New Iberia City, Louisiana | 0.1237419713% |
| LA71 | New Orleans City, Louisiana | 6.2932349310% |
| LA72 | New Roads City, Louisiana | 0.0181635932% |
| LA73 | Opelousas City, Louisiana | 0.1465652868% |
| LA74 | Ouachita Parish, Louisiana | 1.3360541743% |
| LA75 | Patterson City, Louisiana | 0.0445643519% |
| LA76 | Pearl River Town, Louisiana | 0.0360604817% |
| LA77 | Pineville City, Louisiana | 0.3789523446% |
| LA78 | Plaquemines Parish, Louisiana | 0.4622832326% |
| LA79 | Pointe Coupee Parish, Louisiana | 0.3684600016% |
| LA80 | Rapides Parish, Louisiana | 1.6733137622% |
| LA81 | Red River Parish, Louisiana | 0.1329356745% |
| LA82 | Richland Parish, Louisiana | 0.2398346534% |
| LA83 | Richwood Town, Louisiana | 0.0069336896% |
| LA84 | Ruston City, Louisiana | 0.2333598483% |
| LA85 | Sabine Parish, Louisiana | 0.3520961106% |
| LA86 | Shreveport City, Louisiana | 2.3555619849% |
| LA87 | Slidell City, Louisiana | 0.7374368429% |
| LA88 | St Bernard Parish, Louisiana | 1.7675407766% |
| LA89 | St Charles Parish, Louisiana | 1.1729990173% |
| LA90 | St Helena Parish, Louisiana | 0.1965552254% |
| LA91 | St James Parish, Louisiana | 0.2806541978% |
| LA92 | St John The Baptist Parish, Louisiana | 0.7886407480% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|-------|------------------------------------|---------------|
| LA93 | St Landry Parish, Louisiana | 1.6440093783% |
| LA94 | St Martin Parish, Louisiana | 0.7683200492% |
| LA95 | St Mary Parish, Louisiana | 0.7690259764% |
| LA96 | St Tammany Parish, Louisiana | 6.4722256182% |
| LA97 | St. Martinville City, Louisiana | 0.0695756137% |
| LA98 | Sulphur City, Louisiana | 0.2386884731% |
| LA99 | Tangipahoa Parish, Louisiana | 3.2718516436% |
| LA100 | Tensas Parish, Louisiana | 0.0558435690% |
| LA101 | Thibodaux City, Louisiana | 0.0818006655% |
| LA102 | Union Parish, Louisiana | 0.3100839266% |
| LA103 | Vermilion Parish, Louisiana | 0.8951866840% |
| LA104 | Vernon Parish, Louisiana | 0.8881699862% |
| LA105 | Washington Parish, Louisiana | 1.3862825140% |
| LA106 | Webster Parish, Louisiana | 0.5482428750% |
| LA107 | West Baton Rouge Parish, Louisiana | 0.5291991719% |
| LA108 | West Carroll Parish, Louisiana | 0.1549450807% |
| LA109 | West Feliciana Parish, Louisiana | 0.2173436090% |
| LA110 | West Monroe City, Louisiana | 0.1730443762% |
| LA111 | Westwego City, Louisiana | 0.0854037168% |
| LA112 | Winn Parish, Louisiana | 0.3134526202% |
| LA113 | Youngsville City, Louisiana | 0.0435751500% |
| LA114 | Zachary City, Louisiana | 0.1353795432% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|------|----------------------------|---------------|
| ME1 | Androscoggin County, Maine | 1.6799535986% |
| ME2 | Aroostook County, Maine | 4.0537116218% |
| ME3 | Auburn City, Maine | 2.6283332826% |
| ME4 | Augusta City, Maine | 3.6779545807% |
| ME5 | Bangor City, Maine | 5.2042873123% |
| ME6 | Biddeford City, Maine | 2.7393997300% |
| ME7 | Brunswick Town, Maine | 1.6113929261% |
| ME8 | Calais City, Maine | 0.8369049504% |
| ME9 | Cumberland County, Maine | 3.5025701951% |
| ME10 | Falmouth Town, Maine | 1.2353278939% |
| ME11 | Franklin County, Maine | 1.9717572454% |
| ME12 | Gorham Town, Maine | 1.4582940317% |
| ME13 | Hancock County, Maine | 3.8494340111% |
| ME14 | Kennebec County, Maine | 4.9959268385% |
| ME15 | Kennebunk Town, Maine | 0.2185679049% |
| ME16 | Knox County, Maine | 2.1010369789% |
| ME17 | Lewiston City, Maine | 4.3451006968% |
| ME18 | Lincoln County, Maine | 2.1621727981% |
| ME19 | Orono Town, Maine | 0.2094180830% |
| ME20 | Oxford County, Maine | 3.8454418782% |
| ME21 | Penobscot County, Maine | 6.7801027597% |
| ME22 | Piscataquis County, Maine | 1.2760851978% |
| ME23 | Portland City, Maine | 7.2016026249% |
| ME24 | Rockland City, Maine | 0.6184398003% |
| ME25 | Saco City, Maine | 0.4366518238% |
| ME26 | Sagadahoc County, Maine | 1.9708146889% |
| ME27 | Sanford City, Maine | 2.6908215844% |
| ME28 | Scarborough Town, Maine | 1.8363769930% |
| ME29 | Somerset County, Maine | 3.6977198467% |
| ME30 | South Portland City, Maine | 2.2275994495% |
| ME31 | Standish Town, Maine | 0.0664145731% |
| ME32 | Waldo County, Maine | 2.4723925078% |
| ME33 | Washington County, Maine | 2.6998574469% |
| ME34 | Waterville City, Maine | 2.8132809688% |
| ME35 | Wells Town, Maine | 0.2541311729% |
| ME36 | Westbrook City, Maine | 1.5416150467% |
| ME37 | Windham Town, Maine | 0.1935482073% |
| ME38 | York County, Maine | 6.7950503019% |
| ME39 | York Town, Maine | 2.1005084476% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|------|-----------------------------------|----------------|
| MD1 | Aberdeen City, Maryland | 0.0372796529% |
| MD2 | Allegany County, Maryland | 1.6120411494% |
| MD3 | Annapolis City, Maryland | 0.2413230958% |
| MD4 | Anne Arundel County, Maryland | 9.5850095156% |
| MD5 | Baltimore City, Maryland | 20.9970334354% |
| MD6 | Baltimore County, Maryland | 17.7565394434% |
| MD7 | Bel Air Town, Maryland | 0.0322364280% |
| MD8 | Berlin Town, Maryland | 0.0109236186% |
| MD9 | Bowie City, Maryland | 0.0263270946% |
| MD10 | Calvert County, Maryland | 1.6948343688% |
| MD11 | Cambridge City, Maryland | 0.0196746185% |
| MD12 | Caroline County, Maryland | 0.5865017850% |
| MD13 | Carroll County, Maryland | 2.9605563001% |
| MD14 | Cecil County, Maryland | 3.7958577634% |
| MD15 | Charles County, Maryland | 1.9663409179% |
| MD16 | Charlestown, Maryland | 0.0013846587% |
| MD17 | College Park City, Maryland | 0.0050334845% |
| MD18 | Cottage City Town, Maryland | 0.0015972023% |
| MD19 | Cumberland City, Maryland | 0.1627132426% |
| MD20 | Dorchester County, Maryland | 0.3951913125% |
| MD21 | Easton Town, Maryland | 0.0630108370% |
| MD22 | Elkton Town, Maryland | 0.0884110160% |
| MD23 | Forest Heights Town, Maryland | 0.0014812182% |
| MD24 | Frederick City, Maryland | 0.1530889274% |
| MD25 | Frederick County, Maryland | 3.4957333212% |
| MD26 | Frostburg City, Maryland | 0.0194678741% |
| MD27 | Gaithersburg City, Maryland | 0.0243966914% |
| MD28 | Garrett County, Maryland | 0.3513434690% |
| MD29 | Grantsville Town, Maryland | 0.0002207076% |
| MD30 | Greenbelt City, Maryland | 0.0369938028% |
| MD31 | Hagerstown City, Maryland | 0.1829328174% |
| MD32 | Harford County, Maryland | 5.1958110720% |
| MD33 | Havre De Grace City, Maryland | 0.0458009931% |
| MD34 | Howard County, Maryland | 3.2487213744% |
| MD35 | Hyattsville City, Maryland | 0.0127377562% |
| MD36 | Kent County, Maryland | 0.4683852152% |
| MD37 | Laurel City, Maryland | 0.0300516480% |
| MD38 | Montgomery County, Maryland | 8.5574378958% |
| MD39 | Mountain Lake Park Town, Maryland | 0.0001004445% |
| MD40 | New Carrollton City, Maryland | 0.0062727689% |
| MD41 | North Brentwood Town, Maryland | 0.0000662686% |
| MD42 | North East Town, Maryland | 0.0183814522% |
| MD43 | Oakland Town, Maryland | 0.0011777453% |
| MD44 | Perryville Town, Maryland | 0.0184160785% |
| MD45 | Prince Georges County, Maryland | 7.1382650655% |
| MD46 | Queen Annes County, Maryland | 0.7381792535% |

Allocations are subject to change pursuant to a State-Subdivision Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.

| | | |
|------|-------------------------------|---------------|
| MD47 | Rockville City, Maryland | 0.0611045878% |
| MD48 | Salisbury City, Maryland | 0.1347806691% |
| MD49 | Seat Pleasant City, Maryland | 0.0040128808% |
| MD50 | Somerset County, Maryland | 0.3875128839% |
| MD51 | St Marys County, Maryland | 1.3684562511% |
| MD52 | Takoma Park City, Maryland | 0.0195596479% |
| MD53 | Talbot County, Maryland | 0.4896824850% |
| MD54 | Upper Marlboro Town, Maryland | 0.0009443695% |
| MD55 | Vienna Town, Maryland | 0.0001582676% |
| MD56 | Washington County, Maryland | 3.0474490505% |
| MD57 | Westminster City, Maryland | 0.0440087573% |
| MD58 | Wicomico County, Maryland | 1.6694422411% |
| MD59 | Worcester County, Maryland | 0.9876031064% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|------|-------------------------------------|----------------|
| MA1 | Abington Town, Massachusetts | 0.2400899791% |
| MA2 | Acton Town, Massachusetts | 0.1586479343% |
| MA3 | Acushnet Town, Massachusetts | 0.1547305792% |
| MA4 | Adams Town, Massachusetts | 0.0189731986% |
| MA5 | Agawam Town City, Massachusetts | 0.4341901730% |
| MA6 | Alford Town, Massachusetts | 0.0007449491% |
| MA7 | Amesbury Town City, Massachusetts | 0.2580959424% |
| MA8 | Amherst Town, Massachusetts | 0.3675897982% |
| MA9 | Andover Town, Massachusetts | 0.7102727131% |
| MA10 | Aquinnah Town, Massachusetts | 0.0049293930% |
| MA11 | Arlington Town, Massachusetts | 0.3350233330% |
| MA12 | Ashburnham Town, Massachusetts | 0.0140160133% |
| MA13 | Ashby Town, Massachusetts | 0.0069876989% |
| MA14 | Ashfield Town, Massachusetts | 0.0027296132% |
| MA15 | Ashland Town, Massachusetts | 0.1613930923% |
| MA16 | Athol Town, Massachusetts | 0.0359559233% |
| MA17 | Attleboro City, Massachusetts | 0.9357205930% |
| MA18 | Auburn Town, Massachusetts | 0.3036683195% |
| MA19 | Avon Town, Massachusetts | 0.0739889948% |
| MA20 | Ayer Town, Massachusetts | 0.0179210686% |
| MA21 | Barnstable County, Massachusetts | 0.0639482242% |
| MA22 | Barnstable Town City, Massachusetts | 0.8578313582% |
| MA23 | Barre Town, Massachusetts | 0.0096522017% |
| MA24 | Becket Town, Massachusetts | 0.0067279376% |
| MA25 | Bedford Town, Massachusetts | 0.1982937972% |
| MA26 | Belchertown, Massachusetts | 0.3492785905% |
| MA27 | Bellingham Town, Massachusetts | 0.1961076781% |
| MA28 | Belmont Town, Massachusetts | 0.2420315678% |
| MA29 | Berkley Town, Massachusetts | 0.1212759115% |
| MA30 | Berlin Town, Massachusetts | 0.0397753511% |
| MA31 | Bernardston Town, Massachusetts | 0.0040751589% |
| MA32 | Beverly City, Massachusetts | 0.4801566147% |
| MA33 | Billerica Town, Massachusetts | 0.3870913124% |
| MA34 | Blackstone Town, Massachusetts | 0.0221473318% |
| MA35 | Blandford Town, Massachusetts | 0.0009007116% |
| MA36 | Bolton Town, Massachusetts | 0.0110088433% |
| MA37 | Boston City, Massachusetts | 10.5767780349% |
| MA38 | Bourne Town, Massachusetts | 0.3783946742% |
| MA39 | Boxborough Town, Massachusetts | 0.0399298051% |
| MA40 | Boxford Town, Massachusetts | 0.0912309051% |
| MA41 | Boylston Town, Massachusetts | 0.0562367737% |
| MA42 | Braintree Town City, Massachusetts | 0.4457226214% |
| MA43 | Brewster Town, Massachusetts | 0.1284470083% |
| MA44 | Bridgewater Town, Massachusetts | 0.0570448443% |
| MA45 | Brimfield Town, Massachusetts | 0.0355644757% |
| MA46 | Bristol County, Massachusetts | 0.1015083030% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|------|--------------------------------------|---------------|
| MA47 | Brockton City, Massachusetts | 2.1170344615% |
| MA48 | Brookfield Town, Massachusetts | 0.0372953453% |
| MA49 | Brookline Town, Massachusetts | 0.8244968622% |
| MA50 | Buckland Town, Massachusetts | 0.0031396937% |
| MA51 | Burlington Town, Massachusetts | 0.3034752912% |
| MA52 | Cambridge City, Massachusetts | 4.3053779748% |
| MA53 | Canton Town, Massachusetts | 0.2909840866% |
| MA54 | Carlisle Town, Massachusetts | 0.0526144568% |
| MA55 | Carver Town, Massachusetts | 0.2179547901% |
| MA56 | Charlemont Town, Massachusetts | 0.0066765925% |
| MA57 | Charlton Town, Massachusetts | 0.0305379405% |
| MA58 | Chatham Town, Massachusetts | 0.1685335181% |
| MA59 | Chelmsford Town, Massachusetts | 0.3162632088% |
| MA60 | Chelsea City, Massachusetts | 0.5236031155% |
| MA61 | Cheshire Town, Massachusetts | 0.0015830626% |
| MA62 | Chester Town, Massachusetts | 0.0096828727% |
| MA63 | Chesterfield Town, Massachusetts | 0.0168042468% |
| MA64 | Chicopee City, Massachusetts | 0.8816952708% |
| MA65 | Chilmark Town, Massachusetts | 0.0062328576% |
| MA66 | Clarksburg Town, Massachusetts | 0.0303920178% |
| MA67 | Clinton Town, Massachusetts | 0.2371744557% |
| MA68 | Cohasset Town, Massachusetts | 0.1430861241% |
| MA69 | Colrain Town, Massachusetts | 0.0016018525% |
| MA70 | Concord Town, Massachusetts | 0.1749597704% |
| MA71 | Conway Town, Massachusetts | 0.0354590115% |
| MA72 | Cummington Town, Massachusetts | 0.0009757143% |
| MA73 | Dalton Town, Massachusetts | 0.0123034626% |
| MA74 | Danvers Town, Massachusetts | 0.4037368656% |
| MA75 | Dartmouth Town, Massachusetts | 0.5505881937% |
| MA76 | Dedham Town, Massachusetts | 0.3188835370% |
| MA77 | Deerfield Town, Massachusetts | 0.0872700035% |
| MA78 | Dennis Town, Massachusetts | 0.0970183530% |
| MA79 | Dighton Town, Massachusetts | 0.0228752705% |
| MA80 | Douglas Town, Massachusetts | 0.1659192613% |
| MA81 | Dover Town, Massachusetts | 0.0683428114% |
| MA82 | Dracut Town, Massachusetts | 0.2045887296% |
| MA83 | Dudley Town, Massachusetts | 0.0179390734% |
| MA84 | Dukes County, Massachusetts | 0.0054256244% |
| MA85 | Dunstable Town, Massachusetts | 0.0041607864% |
| MA86 | Duxbury Town, Massachusetts | 0.3742011756% |
| MA87 | East Bridgewater Town, Massachusetts | 0.2308047825% |
| MA88 | East Brookfield Town, Massachusetts | 0.0052365739% |
| MA89 | East Longmeadow Town, Massachusetts | 0.2715713403% |
| MA90 | Eastham Town, Massachusetts | 0.0786916528% |
| MA91 | Easthampton Town City, Massachusetts | 0.2670463228% |
| MA92 | Easton Town, Massachusetts | 0.5676857515% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|-------|--------------------------------------|---------------|
| MA93 | Edgartown, Massachusetts | 0.0809809332% |
| MA94 | Egremont Town, Massachusetts | 0.0050750540% |
| MA95 | Erving Town, Massachusetts | 0.0513752128% |
| MA96 | Essex Town, Massachusetts | 0.0113333487% |
| MA97 | Everett City, Massachusetts | 0.4368228534% |
| MA98 | Fairhaven Town, Massachusetts | 0.3265362625% |
| MA99 | Fall River City, Massachusetts | 2.1055901006% |
| MA100 | Falmouth Town, Massachusetts | 0.6632841320% |
| MA101 | Fitchburg City, Massachusetts | 0.6913634212% |
| MA102 | Florida Town, Massachusetts | 0.0170875086% |
| MA103 | Foxborough Town, Massachusetts | 0.2588100112% |
| MA104 | Framingham Town, Massachusetts | 0.6902310022% |
| MA105 | Franklin Town City, Massachusetts | 0.4506715894% |
| MA106 | Freetown, Massachusetts | 0.0347111837% |
| MA107 | Gardner City, Massachusetts | 0.3080580392% |
| MA108 | Georgetown, Massachusetts | 0.1361143365% |
| MA109 | Gill Town, Massachusetts | 0.0032293514% |
| MA110 | Gloucester City, Massachusetts | 0.4219402015% |
| MA111 | Goshen Town, Massachusetts | 0.0020598761% |
| MA112 | Gosnold Town, Massachusetts | 0.0011645031% |
| MA113 | Grafton Town, Massachusetts | 0.2787903277% |
| MA114 | Granby Town, Massachusetts | 0.1421420753% |
| MA115 | Granville Town, Massachusetts | 0.0205788719% |
| MA116 | Great Barrington Town, Massachusetts | 0.0238735954% |
| MA117 | Greenfield Town City, Massachusetts | 0.4522917084% |
| MA118 | Groton Town, Massachusetts | 0.0112861907% |
| MA119 | Groveland Town, Massachusetts | 0.0109548289% |
| MA120 | Hadley Town, Massachusetts | 0.1036658447% |
| MA121 | Halifax Town, Massachusetts | 0.0744074497% |
| MA122 | Hamilton Town, Massachusetts | 0.0148754814% |
| MA123 | Hampden Town, Massachusetts | 0.0086441416% |
| MA124 | Hancock Town, Massachusetts | 0.0080083205% |
| MA125 | Hanover Town, Massachusetts | 0.2979987927% |
| MA126 | Hanson Town, Massachusetts | 0.0306151413% |
| MA127 | Hardwick Town, Massachusetts | 0.0046489576% |
| MA128 | Harvard Town, Massachusetts | 0.1646144358% |
| MA129 | Harwich Town, Massachusetts | 0.2864309104% |
| MA130 | Hatfield Town, Massachusetts | 0.0627393895% |
| MA131 | Haverhill City, Massachusetts | 0.8142937865% |
| MA132 | Hawley Town, Massachusetts | 0.0002691301% |
| MA133 | Heath Town, Massachusetts | 0.0011790011% |
| MA134 | Hingham Town, Massachusetts | 0.4828724626% |
| MA135 | Hinsdale Town, Massachusetts | 0.0037015067% |
| MA136 | Holbrook Town, Massachusetts | 0.1222501079% |
| MA137 | Holden Town, Massachusetts | 0.0343745879% |
| MA138 | Holland Town, Massachusetts | 0.0238040885% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|-------|--|---------------|
| MA139 | Holliston Town, Massachusetts | 0.1672190621% |
| MA140 | Holyoke City, Massachusetts | 0.9664659552% |
| MA141 | Hopedale Town, Massachusetts | 0.1372305825% |
| MA142 | Hopkinton Town, Massachusetts | 0.2027514537% |
| MA143 | Hubbardston Town, Massachusetts | 0.0076647112% |
| MA144 | Hudson Town, Massachusetts | 0.1994512345% |
| MA145 | Hull Town, Massachusetts | 0.1954841045% |
| MA146 | Huntington Town, Massachusetts | 0.0026561285% |
| MA147 | Ipswich Town, Massachusetts | 0.2079635850% |
| MA148 | Kingston Town, Massachusetts | 0.1369378473% |
| MA149 | Lakeville Town, Massachusetts | 0.0202228058% |
| MA150 | Lancaster Town, Massachusetts | 0.0116656002% |
| MA151 | Lanesborough Town, Massachusetts | 0.0575248505% |
| MA152 | Lawrence City, Massachusetts | 1.4758837913% |
| MA153 | Lee Town, Massachusetts | 0.1519018348% |
| MA154 | Leicester Town, Massachusetts | 0.1926291380% |
| MA155 | Lenox Town, Massachusetts | 0.1609461124% |
| MA156 | Leominster City, Massachusetts | 0.7902530708% |
| MA157 | Leverett Town, Massachusetts | 0.0395342227% |
| MA158 | Lexington Town, Massachusetts | 0.5090924410% |
| MA159 | Leyden Town, Massachusetts | 0.0007689206% |
| MA160 | Lincoln Town, Massachusetts | 0.1099619285% |
| MA161 | Littleton Town, Massachusetts | 0.1043597104% |
| MA162 | Longmeadow Town, Massachusetts | 0.2992108201% |
| MA163 | Lowell City, Massachusetts | 1.0242474790% |
| MA164 | Ludlow Town, Massachusetts | 0.3042665608% |
| MA165 | Lunenburg Town, Massachusetts | 0.1916440550% |
| MA166 | Lynn City, Massachusetts | 1.5917595154% |
| MA167 | Lynnfield Town, Massachusetts | 0.2333154069% |
| MA168 | Malden City, Massachusetts | 0.4659742140% |
| MA169 | Manchester-By-The-Sea Town, Massachusetts | 0.0201100664% |
| MA170 | Mansfield Town, Massachusetts | 0.6816694002% |
| MA171 | Marblehead Town, Massachusetts | 0.3485912672% |
| MA172 | Marion Town, Massachusetts | 0.0698025620% |
| MA173 | Marlborough City, Massachusetts | 0.3668295136% |
| MA174 | Marshfield Town, Massachusetts | 0.4930551259% |
| MA175 | Mashpee Town, Massachusetts | 0.3459150927% |
| MA176 | Mattapoisset Town, Massachusetts | 0.0843720139% |
| MA177 | Maynard Town, Massachusetts | 0.1014940666% |
| MA178 | Medfield Town, Massachusetts | 0.2083772770% |
| MA179 | Medford City, Massachusetts | 0.3972200658% |
| MA180 | Medway Town, Massachusetts | 0.1940731867% |
| MA181 | Melrose City, Massachusetts | 0.2296395466% |
| MA182 | Mendon Town, Massachusetts | 0.0164096065% |
| MA183 | Merrimac Town, Massachusetts | 0.0100336001% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|-------|---|---------------|
| MA184 | Methuen Town City, Massachusetts | 0.7149217230% |
| MA185 | Middleborough Town, Massachusetts | 0.3933419654% |
| MA186 | Middlefield Town, Massachusetts | 0.0003252381% |
| MA187 | Middleton Town, Massachusetts | 0.0917093411% |
| MA188 | Milford Town, Massachusetts | 0.5323916620% |
| MA189 | Millbury Town, Massachusetts | 0.2332340712% |
| MA190 | Millis Town, Massachusetts | 0.0999797258% |
| MA191 | Millville Town, Massachusetts | 0.0062130209% |
| MA192 | Milton Town, Massachusetts | 0.3520463069% |
| MA193 | Monroe Town, Massachusetts | 0.0001025332% |
| MA194 | Monson Town, Massachusetts | 0.1266258006% |
| MA195 | Montague Town, Massachusetts | 0.0291412591% |
| MA196 | Monterey Town, Massachusetts | 0.0042137017% |
| MA197 | Montgomery Town, Massachusetts | 0.0002324400% |
| MA198 | Mt Washington Town, Massachusetts | 0.0001746048% |
| MA199 | Nahant Town, Massachusetts | 0.0355497159% |
| MA200 | Nantucket Town, Massachusetts | 0.1102324194% |
| MA201 | Natick Town, Massachusetts | 0.3421702489% |
| MA202 | Needham Town, Massachusetts | 0.4914063771% |
| MA203 | New Ashford Town, Massachusetts | 0.0002677169% |
| MA204 | New Bedford City, Massachusetts | 2.3617391681% |
| MA205 | New Braintree Town, Massachusetts | 0.0013480056% |
| MA206 | New Marlborough Town, Massachusetts | 0.0032940955% |
| MA207 | New Salem Town, Massachusetts | 0.0024476600% |
| MA208 | Newbury Town, Massachusetts | 0.0135400372% |
| MA209 | Newburyport City, Massachusetts | 0.2905748435% |
| MA210 | Newton City, Massachusetts | 1.0088865481% |
| MA211 | Norfolk County, Massachusetts | 0.0563017795% |
| MA212 | Norfolk Town, Massachusetts | 0.0892988423% |
| MA213 | North Adams City, Massachusetts | 0.3428675166% |
| MA214 | North Andover Town, Massachusetts | 0.4494773051% |
| MA215 | North Attleborough Town, Massachusetts | 0.6369959028% |
| MA216 | North Brookfield Town, Massachusetts | 0.0698725924% |
| MA217 | North Reading Town, Massachusetts | 0.1664230820% |
| MA218 | Northampton City, Massachusetts | 0.5405649568% |
| MA219 | Northborough Town, Massachusetts | 0.2422641125% |
| MA220 | Northbridge Town, Massachusetts | 0.2823159735% |
| MA221 | Northfield Town, Massachusetts | 0.0153010544% |
| MA222 | Norton Town, Massachusetts | 0.4563834066% |
| MA223 | Norwell Town, Massachusetts | 0.2753854817% |
| MA224 | Norwood Town, Massachusetts | 0.3412282413% |
| MA225 | Oak Bluffs Town, Massachusetts | 0.0769116887% |
| MA226 | Oakham Town, Massachusetts | 0.0026269230% |
| MA227 | Orange Town, Massachusetts | 0.1376712816% |
| MA228 | Orleans Town, Massachusetts | 0.0935051641% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|-------|---------------------------------|---------------|
| MA229 | Otis Town, Massachusetts | 0.0035269019% |
| MA230 | Oxford Town, Massachusetts | 0.2336229019% |
| MA231 | Palmer Town City, Massachusetts | 0.1621757259% |
| MA232 | Paxton Town, Massachusetts | 0.0115100470% |
| MA233 | Peabody City, Massachusetts | 0.7162928627% |
| MA234 | Pelham Town, Massachusetts | 0.0235476246% |
| MA235 | Pembroke Town, Massachusetts | 0.3388218249% |
| MA236 | Pepperell Town, Massachusetts | 0.0102363113% |
| MA237 | Peru Town, Massachusetts | 0.0011523603% |
| MA238 | Petersham Town, Massachusetts | 0.0159775433% |
| MA239 | Phillipston Town, Massachusetts | 0.0039835646% |
| MA240 | Pittsfield City, Massachusetts | 1.1541979937% |
| MA241 | Plainfield Town, Massachusetts | 0.0004986914% |
| MA242 | Plainville Town, Massachusetts | 0.0738004154% |
| MA243 | Plymouth County, Massachusetts | 0.0008974666% |
| MA244 | Plymouth Town, Massachusetts | 1.0727134492% |
| MA245 | Plympton Town, Massachusetts | 0.0311939123% |
| MA246 | Princeton Town, Massachusetts | 0.0094015998% |
| MA247 | Provincetown, Massachusetts | 0.0895015011% |
| MA248 | Quincy City, Massachusetts | 1.0277365393% |
| MA249 | Randolph Town, Massachusetts | 0.3517891103% |
| MA250 | Raynham Town, Massachusetts | 0.0739771661% |
| MA251 | Reading Town, Massachusetts | 0.2463903024% |
| MA252 | Rehoboth Town, Massachusetts | 0.0342848256% |
| MA253 | Revere City, Massachusetts | 0.5754964378% |
| MA254 | Richmond Town, Massachusetts | 0.0346755405% |
| MA255 | Rochester Town, Massachusetts | 0.0656757963% |
| MA256 | Rockland Town, Massachusetts | 0.3048431858% |
| MA257 | Rockport Town, Massachusetts | 0.1188536886% |
| MA258 | Rowe Town, Massachusetts | 0.0242459391% |
| MA259 | Rowley Town, Massachusetts | 0.0134543050% |
| MA260 | Royalston Town, Massachusetts | 0.0020739031% |
| MA261 | Russell Town, Massachusetts | 0.0012348998% |
| MA262 | Rutland Town, Massachusetts | 0.0122272562% |
| MA263 | Salem City, Massachusetts | 0.6254547137% |
| MA264 | Salisbury Town, Massachusetts | 0.0319290215% |
| MA265 | Sandisfield Town, Massachusetts | 0.0020719142% |
| MA266 | Sandwich Town, Massachusetts | 0.4944903815% |
| MA267 | Saugus Town, Massachusetts | 0.3330802265% |
| MA268 | Savoy Town, Massachusetts | 0.0103246605% |
| MA269 | Scituate Town, Massachusetts | 0.3938536371% |
| MA270 | Seekonk Town, Massachusetts | 0.3325159013% |
| MA271 | Sharon Town, Massachusetts | 0.3157804286% |
| MA272 | Sheffield Town, Massachusetts | 0.0066580643% |
| MA273 | Shelburne Town, Massachusetts | 0.0145706034% |
| MA274 | Sherborn Town, Massachusetts | 0.0361347676% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|-------|--------------------------------------|---------------|
| MA275 | Shirley Town, Massachusetts | 0.0049654026% |
| MA276 | Shrewsbury Town, Massachusetts | 0.6471205738% |
| MA277 | Shutesbury Town, Massachusetts | 0.0358178516% |
| MA278 | Somerset Town, Massachusetts | 0.2943717652% |
| MA279 | Somerville City, Massachusetts | 0.5538327759% |
| MA280 | South Hadley Town, Massachusetts | 0.3289508962% |
| MA281 | Southampton Town, Massachusetts | 0.0773861993% |
| MA282 | Southborough Town, Massachusetts | 0.2173688486% |
| MA283 | Southbridge Town City, Massachusetts | 0.2906114812% |
| MA284 | Southwick Town, Massachusetts | 0.0165255910% |
| MA285 | Spencer Town, Massachusetts | 0.0203153945% |
| MA286 | Springfield City, Massachusetts | 3.4410224370% |
| MA287 | Sterling Town, Massachusetts | 0.0196759620% |
| MA288 | Stockbridge Town, Massachusetts | 0.0092305018% |
| MA289 | Stoneham Town, Massachusetts | 0.1669780908% |
| MA290 | Stoughton Town, Massachusetts | 0.3118943726% |
| MA291 | Stow Town, Massachusetts | 0.0087733680% |
| MA292 | Sturbridge Town, Massachusetts | 0.1235688557% |
| MA293 | Sudbury Town, Massachusetts | 0.1950193814% |
| MA294 | Sunderland Town, Massachusetts | 0.0394445127% |
| MA295 | Sutton Town, Massachusetts | 0.1720631416% |
| MA296 | Swampscott Town, Massachusetts | 0.2802270489% |
| MA297 | Swansea Town, Massachusetts | 0.3127370397% |
| MA298 | Taunton City, Massachusetts | 1.3156698571% |
| MA299 | Templeton Town, Massachusetts | 0.0167725290% |
| MA300 | Tewksbury Town, Massachusetts | 0.2526508477% |
| MA301 | Tisbury Town, Massachusetts | 0.0665566713% |
| MA302 | Tolland Town, Massachusetts | 0.0005593530% |
| MA303 | Topsfield Town, Massachusetts | 0.0713350646% |
| MA304 | Townsend Town, Massachusetts | 0.0093843801% |
| MA305 | Truro Town, Massachusetts | 0.0604250384% |
| MA306 | Tyngsborough Town, Massachusetts | 0.1162396935% |
| MA307 | Tyringham Town, Massachusetts | 0.0012803829% |
| MA308 | Upton Town, Massachusetts | 0.0211017442% |
| MA309 | Uxbridge Town, Massachusetts | 0.2255606716% |
| MA310 | Wakefield Town, Massachusetts | 0.2116065761% |
| MA311 | Wales Town, Massachusetts | 0.0147604390% |
| MA312 | Walpole Town, Massachusetts | 0.3194149930% |
| MA313 | Waltham City, Massachusetts | 0.5322671985% |
| MA314 | Ware Town, Massachusetts | 0.2035588439% |
| MA315 | Wareham Town, Massachusetts | 0.3595394490% |
| MA316 | Warren Town, Massachusetts | 0.0179304373% |
| MA317 | Warwick Town, Massachusetts | 0.0065997057% |
| MA318 | Washington Town, Massachusetts | 0.0004074112% |
| MA319 | Watertown Town City, Massachusetts | 0.2540965713% |
| MA320 | Wayland Town, Massachusetts | 0.2147389946% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|-------|--|---------------|
| MA321 | Webster Town, Massachusetts | 0.2405963644% |
| MA322 | Wellesley Town, Massachusetts | 0.4811483972% |
| MA323 | Wellfleet Town, Massachusetts | 0.0667808417% |
| MA324 | Wendell Town, Massachusetts | 0.0010508215% |
| MA325 | Wenham Town, Massachusetts | 0.0112119209% |
| MA326 | West Boylston Town, Massachusetts | 0.1222726663% |
| MA327 | West Bridgewater Town, Massachusetts | 0.1467598909% |
| MA328 | West Brookfield Town, Massachusetts | 0.0059191866% |
| MA329 | West Newbury Town, Massachusetts | 0.0086981560% |
| MA330 | West Springfield Town City, Massachusetts | 0.4627594653% |
| MA331 | West Stockbridge Town, Massachusetts | 0.0028401544% |
| MA332 | West Tisbury Town, Massachusetts | 0.0099183484% |
| MA333 | Westborough Town, Massachusetts | 0.5070384269% |
| MA334 | Westfield City, Massachusetts | 0.6538385669% |
| MA335 | Westford Town, Massachusetts | 0.2939962811% |
| MA336 | Westhampton Town, Massachusetts | 0.0199373981% |
| MA337 | Westminster Town, Massachusetts | 0.0226744436% |
| MA338 | Weston Town, Massachusetts | 0.2254658323% |
| MA339 | Westport Town, Massachusetts | 0.2811335179% |
| MA340 | Westwood Town, Massachusetts | 0.2903783084% |
| MA341 | Weymouth Town City, Massachusetts | 0.5656639786% |
| MA342 | Whately Town, Massachusetts | 0.0314223222% |
| MA343 | Whitman Town, Massachusetts | 0.0448742719% |
| MA344 | Wilbraham Town, Massachusetts | 0.0313150261% |
| MA345 | Williamsburg Town, Massachusetts | 0.0343998679% |
| MA346 | Williamstown, Massachusetts | 0.0783021941% |
| MA347 | Wilmington Town, Massachusetts | 0.2467559990% |
| MA348 | Winchendon Town, Massachusetts | 0.1830720373% |
| MA349 | Winchester Town, Massachusetts | 0.2570095300% |
| MA350 | Windsor Town, Massachusetts | 0.0005238144% |
| MA351 | Winthrop Town City, Massachusetts | 0.1505890537% |
| MA352 | Woburn City, Massachusetts | 0.3503541163% |
| MA353 | Worcester City, Massachusetts | 3.7929503518% |
| MA354 | Worthington Town, Massachusetts | 0.0015069609% |
| MA355 | Wrentham Town, Massachusetts | 0.0961794021% |
| MA356 | Yarmouth Town, Massachusetts | 0.1308391883% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|------|--|---------------|
| MI1 | Ada Township, Michigan | 0.0073233482% |
| MI2 | Adrian City, Michigan | 0.0568370128% |
| MI3 | Alcona County, Michigan | 0.0834491179% |
| MI4 | Alger County, Michigan | 0.0785291215% |
| MI5 | Algoma Township, Michigan | 0.0029345640% |
| MI6 | Allegan County, Michigan | 0.7725881935% |
| MI7 | Allen Park City, Michigan | 0.1074735355% |
| MI8 | Allendale Charter Township, Michigan | 0.0077776425% |
| MI9 | Alpena County, Michigan | 0.3171935781% |
| MI10 | Alpine Charter Township, Michigan | 0.0025427083% |
| MI11 | Ann Arbor City, Michigan | 0.4632250874% |
| MI12 | Antrim County, Michigan | 0.2381005845% |
| MI13 | Antwerp Township, Michigan | 0.0013132895% |
| MI14 | Arenac County, Michigan | 0.1612057938% |
| MI15 | Auburn Hills City, Michigan | 0.1176899978% |
| MI16 | Bangor Charter Township, Michigan | 0.0109251027% |
| MI17 | Baraga County, Michigan | 0.0741112558% |
| MI18 | Barry County, Michigan | 0.4329702358% |
| MI19 | Bath Charter Township, Michigan | 0.0537968516% |
| MI20 | Battle Creek City, Michigan | 0.3423704436% |
| MI21 | Bay City, Michigan | 0.1147802745% |
| MI22 | Bay County, Michigan | 1.1009022938% |
| MI23 | Bedford Township, Michigan | 0.0412592343% |
| MI24 | Benton Charter Township, Michigan | 0.0907240950% |
| MI25 | Benzie County, Michigan | 0.1392597323% |
| MI26 | Berkley City, Michigan | 0.0358941044% |
| MI27 | Berrien County, Michigan | 1.2815190059% |
| MI28 | Beverly Hills Village, Michigan | 0.0460038135% |
| MI29 | Big Rapids City, Michigan | 0.0245076907% |
| MI30 | Birmingham City, Michigan | 0.1031004819% |
| MI31 | Bloomfield Charter Township, Michigan | 0.2395537286% |
| MI32 | Branch County, Michigan | 0.3413411577% |
| MI33 | Brandon Charter Township, Michigan | 0.0298468290% |
| MI34 | Brighton Township, Michigan | 0.0010123659% |
| MI35 | Brownstown Charter Township, Michigan | 0.1035238283% |
| MI36 | Burton City, Michigan | 0.0331836857% |
| MI37 | Byron Township, Michigan | 0.0143593354% |
| MI38 | Cadillac City, Michigan | 0.0992155073% |
| MI39 | Caledonia Charter Township, Kent County, Michigan | 0.0046151897% |
| MI40 | Calhoun County, Michigan | 1.6522746969% |
| MI41 | Cannon Township, Michigan | 0.0055382276% |
| MI42 | Canton Charter Township, Michigan | 0.2353019350% |
| MI43 | Cascade Charter Township, Michigan | 0.0202807109% |
| MI44 | Cass County, Michigan | 0.3685228029% |
| MI45 | Charlevoix County, Michigan | 0.1913266108% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|------|--|---------------|
| MI46 | Cheboygan County, Michigan | 0.2827891794% |
| MI47 | Chesterfield Charter Township, Michigan | 0.2112831498% |
| MI48 | Chippewa County, Michigan | 0.2393040796% |
| MI49 | Clare County, Michigan | 0.4685534972% |
| MI50 | Clawson City, Michigan | 0.0233450803% |
| MI51 | Clinton Charter Township, Michigan | 0.5825283878% |
| MI52 | Clinton County, Michigan | 0.4823811618% |
| MI53 | Coldwater City, Michigan | 0.0129335184% |
| MI54 | Commerce Charter Township, Michigan | 0.0332785651% |
| MI55 | Comstock Charter Township, Michigan | 0.0141443213% |
| MI56 | Cooper Charter Township, Michigan | 0.0016050286% |
| MI57 | Crawford County, Michigan | 0.2577011831% |
| MI58 | Davison Township, Michigan | 0.0148016255% |
| MI59 | Dearborn City, Michigan | 0.5014825529% |
| MI60 | Dearborn Heights City, Michigan | 0.1763248603% |
| MI61 | Delhi Charter Township, Michigan | 0.0329269168% |
| MI62 | Delta Charter Township, Michigan | 0.0678675252% |
| MI63 | Delta County, Michigan | 0.2325433177% |
| MI64 | Detroit City, Michigan | 6.3675475252% |
| MI65 | Dewitt Charter Township, Michigan | 0.0615354244% |
| MI66 | Dickinson County, Michigan | 0.2475829616% |
| MI67 | East Bay Township, Michigan | 0.0024511576% |
| MI68 | East Grand Rapids City, Michigan | 0.0347010017% |
| MI69 | East Lansing City, Michigan | 0.1722118876% |
| MI70 | Eastpointe City, Michigan | 0.2806901834% |
| MI71 | Eaton County, Michigan | 0.8964627151% |
| MI72 | Egelston Township, Michigan | 0.0099077587% |
| MI73 | Emmet County, Michigan | 0.3034511111% |
| MI74 | Emmett Charter Township, Michigan | 0.0136208021% |
| MI75 | Escanaba City, Michigan | 0.0161625757% |
| MI76 | Farmington City, Michigan | 0.0368587005% |
| MI77 | Farmington Hills City, Michigan | 0.2763289545% |
| MI78 | Fenton Charter Township, Michigan | 0.0031005125% |
| MI79 | Fenton City, Michigan | 0.0802629568% |
| MI80 | Ferndale City, Michigan | 0.1491321203% |
| MI81 | Flat Rock City, Michigan | 0.0287479606% |
| MI82 | Flint Charter Township, Michigan | 0.0428009530% |
| MI83 | Flint City, Michigan | 2.6382255013% |
| MI84 | Flushing Charter Township, Michigan | 0.0062641566% |
| MI85 | Fort Gratiot Charter Township, Michigan | 0.0158007179% |
| MI86 | Fraser City, Michigan | 0.1340329179% |
| MI87 | Frenchtown Charter Township, Michigan | 0.0818078358% |
| MI88 | Fruitport Charter Township, Michigan | 0.0216336824% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|-------|--|---------------|
| MI89 | Gaines Township, Kent County, Michigan | 0.0150472599% |
| MI90 | Garden City, Michigan | 0.0602849815% |
| MI91 | Garfield Charter Township, Michigan | 0.0006805464% |
| MI92 | Genesee Charter Township, Michigan | 0.0216656939% |
| MI93 | Genesee County, Michigan | 1.8587109989% |
| MI94 | Genoa Township, Michigan | 0.0001265457% |
| MI95 | Georgetown Charter Township, Michigan | 0.0120538094% |
| MI96 | Gladwin County, Michigan | 0.3598571100% |
| MI97 | Gogebic County, Michigan | 0.1249651212% |
| MI98 | Grand Blanc Charter Township, Michigan | 0.0351159584% |
| MI99 | Grand Haven Charter Township, Michigan | 0.0188708587% |
| MI100 | Grand Haven City, Michigan | 0.0581929367% |
| MI101 | Grand Rapids Charter Township, Michigan | 0.0062871075% |
| MI102 | Grand Rapids City, Michigan | 1.2000276882% |
| MI103 | Grand Traverse County, Michigan | 0.8244466054% |
| MI104 | Grandville City, Michigan | 0.0465263367% |
| MI105 | Gratiot County, Michigan | 0.3147475181% |
| MI106 | Green Oak Township, Michigan | 0.0538361746% |
| MI107 | Grosse Ile Township, Michigan | 0.0358505107% |
| MI108 | Grosse Pointe Park City, Michigan | 0.0473791255% |
| MI109 | Grosse Pointe Woods City, Michigan | 0.0337630289% |
| MI110 | Hamburg Township, Michigan | 0.0567828826% |
| MI111 | Hamtramck City, Michigan | 0.1811320680% |
| MI112 | Harper Woods City, Michigan | 0.0505579556% |
| MI113 | Harrison Charter Township, Michigan | 0.1108972638% |
| MI114 | Hartland Township, Michigan | 0.0004881050% |
| MI115 | Hazel Park City, Michigan | 0.0736339264% |
| MI116 | Highland Charter Township, Michigan | 0.0294387306% |
| MI117 | Highland Park City, Michigan | 0.0391505779% |
| MI118 | Hillsdale County, Michigan | 0.3731855670% |
| MI119 | Holland Charter Township, Michigan | 0.0291739126% |
| MI120 | Holland City, Michigan | 0.1655890102% |
| MI121 | Holly Township, Michigan | 0.0040995334% |
| MI122 | Houghton County, Michigan | 0.2225642997% |
| MI123 | Huron Charter Township, Michigan | 0.0361363324% |
| MI124 | Huron County, Michigan | 0.2929757372% |
| MI125 | Independence Charter Township, Michigan | 0.0825378903% |
| MI126 | Ingham County, Michigan | 2.1348935205% |
| MI127 | Inkster City, Michigan | 0.1669443281% |
| MI128 | Ionia City, Michigan | 0.0449276471% |
| MI129 | Ionia County, Michigan | 0.4905636172% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|-------|---|---------------|
| MI130 | Iosco County, Michigan | 0.3212475898% |
| MI131 | Iron County, Michigan | 0.1102481228% |
| MI132 | Iron Mountain City, Michigan | 0.0091866455% |
| MI133 | Isabella County, Michigan | 0.5720204678% |
| MI134 | Jackson City, Michigan | 0.1764251010% |
| MI135 | Jackson County, Michigan | 1.0855421077% |
| MI136 | Kalamazoo Charter Township, Michigan | 0.0520230321% |
| MI137 | Kalamazoo City, Michigan | 0.3787268993% |
| MI138 | Kalamazoo County, Michigan | 1.9845600355% |
| MI139 | Kalkaska County, Michigan | 0.1646399668% |
| MI140 | Kent County, Michigan | 2.7808259408% |
| MI141 | Kentwood City, Michigan | 0.1423307082% |
| MI142 | Keweenaw County, Michigan | 0.0067676775% |
| MI143 | Lake County, Michigan | 0.0728348971% |
| MI144 | Lansing City, Michigan | 0.5307983425% |
| MI145 | Lapeer County, Michigan | 0.7916953951% |
| MI146 | Leelanau County, Michigan | 0.1237383482% |
| MI147 | Lenawee County, Michigan | 0.7878386566% |
| MI148 | Lenox Township, Michigan | 0.0111917816% |
| MI149 | Leoni Township, Michigan | 0.0090926074% |
| MI150 | Lincoln Charter Township, Michigan | 0.0178479538% |
| MI151 | Lincoln Park City, Michigan | 0.1588803292% |
| MI152 | Livingston County, Michigan | 1.3371907873% |
| MI153 | Livonia City, Michigan | 0.3999768720% |
| MI154 | Luce County, Michigan | 0.0638515493% |
| MI155 | Lyon Charter Township, Michigan | 0.0060287256% |
| MI156 | Mackinac County, Michigan | 0.0909538431% |
| MI157 | Macomb County, Michigan | 7.7242005849% |
| MI158 | Macomb Township, Michigan | 0.1081932941% |
| MI159 | Madison Heights City, Michigan | 0.1443184148% |
| MI160 | Manistee County, Michigan | 0.3120953798% |
| MI161 | Marion Township, Livingston County, Michigan | 0.0001988576% |
| MI162 | Marquette City, Michigan | 0.0313476613% |
| MI163 | Marquette County, Michigan | 0.5388637672% |
| MI164 | Mason County, Michigan | 0.2487294921% |
| MI165 | Mecosta County, Michigan | 0.3321355122% |
| MI166 | Melvindale City, Michigan | 0.0519698104% |
| MI167 | Menominee County, Michigan | 0.1580179806% |
| MI168 | Meridian Charter Township, Michigan | 0.0708027402% |
| MI169 | Midland City, Michigan | 0.3023071472% |
| MI170 | Midland County, Michigan | 0.5384703258% |
| MI171 | Milford Charter Township, Michigan | 0.0064275489% |
| MI172 | Missaukee County, Michigan | 0.1002815458% |
| MI173 | Monitor Charter Township, Michigan | 0.0044174736% |
| MI174 | Monroe Charter Township, Michigan | 0.0119729252% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|-------|---|---------------|
| MI175 | Monroe City, Michigan | 0.2101937979% |
| MI176 | Monroe County, Michigan | 1.5316423152% |
| MI177 | Montcalm County, Michigan | 0.6212351900% |
| MI178 | Montmorency County, Michigan | 0.0880221572% |
| MI179 | Mount Clemens City, Michigan | 0.0503004024% |
| MI180 | Mount Morris City, Michigan | 0.0046413043% |
| MI181 | Mount Pleasant City, Michigan | 0.0357778255% |
| MI182 | Mundy Charter Township, Michigan | 0.0150794621% |
| MI183 | Muskegon Charter Township, Michigan | 0.0360868180% |
| MI184 | Muskegon City, Michigan | 0.1748185396% |
| MI185 | Muskegon County, Michigan | 1.7053905386% |
| MI186 | Muskegon Heights City, Michigan | 0.0500451306% |
| MI187 | New Baltimore City, Michigan | 0.0480441296% |
| MI188 | Newaygo County, Michigan | 0.4671261358% |
| MI189 | Niles City, Michigan | 0.0583312847% |
| MI190 | Niles Township, Michigan | 0.0215348319% |
| MI191 | Northville Charter Township, Michigan | 0.0836973671% |
| MI192 | Norton Shores City, Michigan | 0.0701828658% |
| MI193 | Novi City, Michigan | 0.1465815056% |
| MI194 | Oak Park City, Michigan | 0.1037775542% |
| MI195 | Oakland Charter Township, Michigan | 0.0274353387% |
| MI196 | Oakland County, Michigan | 5.2264042066% |
| MI197 | Oceana County, Michigan | 0.2176466203% |
| MI198 | Oceola Township, Michigan | 0.0003615593% |
| MI199 | Ogemaw County, Michigan | 0.5563618764% |
| MI200 | Ontonagon County, Michigan | 0.0504349004% |
| MI201 | Orion Charter Township, Michigan | 0.0484616785% |
| MI202 | Osceola County, Michigan | 0.1924215950% |
| MI203 | Oscoda County, Michigan | 0.0981702870% |
| MI204 | Oshtemo Charter Township, Michigan | 0.0124389806% |
| MI205 | Otsego County, Michigan | 0.2838576775% |
| MI206 | Ottawa County, Michigan | 1.4829589190% |
| MI207 | Owosso City, Michigan | 0.0600391920% |
| MI208 | Oxford Charter Township, Michigan | 0.0220651355% |
| MI209 | Park Township, Ottawa County, Michigan | 0.0069409957% |
| MI210 | Pittsfield Charter Township, Michigan | 0.0254303905% |
| MI211 | Plainfield Charter Township, Michigan | 0.0147250675% |
| MI212 | Plymouth Charter Township, Michigan | 0.0619046968% |
| MI213 | Pontiac City, Michigan | 0.3007870303% |
| MI214 | Port Huron Charter Township, Michigan | 0.0144337077% |
| MI215 | Port Huron City, Michigan | 0.2605826060% |
| MI216 | Portage City, Michigan | 0.0982178051% |
| MI217 | Presque Isle County, Michigan | 0.1455220353% |
| MI218 | Redford Charter Township, Michigan | 0.2119761371% |
| MI219 | Riverview City, Michigan | 0.0482626131% |
| MI220 | Rochester City, Michigan | 0.0399194381% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|-------|--|---------------|
| MI221 | Rochester Hills City, Michigan | 0.0675866509% |
| MI222 | Romulus City, Michigan | 0.0931298734% |
| MI223 | Roscommon County, Michigan | 0.3840925607% |
| MI224 | Roseville City, Michigan | 0.4273474490% |
| MI225 | Royal Oak City, Michigan | 0.2596061973% |
| MI226 | Saginaw Charter Township, Michigan | 0.0692043420% |
| MI227 | Saginaw City, Michigan | 0.4307711416% |
| MI228 | Saginaw County, Michigan | 1.6118539630% |
| MI229 | Sanilac County, Michigan | 0.3468379663% |
| MI230 | Sault Ste. Marie City, Michigan | 0.0984697973% |
| MI231 | Schoolcraft County, Michigan | 0.0789566063% |
| MI232 | Scio Charter Township, Michigan | 0.0051527746% |
| MI233 | Shelby Charter Township, Michigan | 0.5065495239% |
| MI234 | Shiawassee County, Michigan | 0.7255393777% |
| MI235 | South Lyon City, Michigan | 0.0258956950% |
| MI236 | Southfield City, Michigan | 0.3934160797% |
| MI237 | Southfield Township, Michigan | 0.0001112995% |
| MI238 | Southgate City, Michigan | 0.0888423705% |
| MI239 | Spring Lake Township, Michigan | 0.0103960225% |
| MI240 | Springfield Charter Township, Michigan | 0.0044705319% |
| MI241 | St Clair County, Michigan | 1.9960063402% |
| MI242 | St Joseph County, Michigan | 0.4265691571% |
| MI243 | St. Clair Shores City, Michigan | 0.3399081996% |
| MI244 | Sterling Heights City, Michigan | 0.9407553377% |
| MI245 | Sturgis City, Michigan | 0.0599318930% |
| MI246 | Summit Township, Jackson County, Michigan | 0.0147223455% |
| MI247 | Superior Charter Township, Michigan | 0.0121236785% |
| MI248 | Taylor City, Michigan | 0.3764778630% |
| MI249 | Texas Charter Township, Michigan | 0.0052063171% |
| MI250 | Thomas Township, Michigan | 0.0127113988% |
| MI251 | Traverse City, Michigan | 0.0620311385% |
| MI252 | Trenton City, Michigan | 0.0481846521% |
| MI253 | Troy City, Michigan | 0.2360199679% |
| MI254 | Tuscola County, Michigan | 0.4432240961% |
| MI255 | Tyrone Township, Livingston County, Michigan | 0.0096355544% |
| MI256 | Union Charter Township, Michigan | 0.0000512255% |
| MI257 | Van Buren Charter Township, Michigan | 0.0686867403% |
| MI258 | Van Buren County, Michigan | 0.7628971716% |
| MI259 | Vienna Charter Township, Genesee County, Michigan | 0.0086448035% |
| MI260 | Walker City, Michigan | 0.0577159947% |
| MI261 | Warren City, Michigan | 1.1744758071% |
| MI262 | Washington Township, Macomb County, Michigan | 0.0808853142% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|-------|---|----------------|
| MI263 | Washtenaw County, Michigan | 2.3763653602% |
| MI264 | Waterford Charter Township, Michigan | 0.2186201385% |
| MI265 | Wayne City, Michigan | 0.0837926529% |
| MI266 | Wayne County, Michigan | 10.1863863702% |
| MI267 | West Bloomfield Charter Township, Michigan | 0.2622681115% |
| MI268 | Westland City, Michigan | 0.3261711153% |
| MI269 | Wexford County, Michigan | 0.2986947723% |
| MI270 | White Lake Charter Township, Michigan | 0.0585435626% |
| MI271 | Wixom City, Michigan | 0.0369421752% |
| MI272 | Woodhaven City, Michigan | 0.0571927749% |
| MI273 | Wyandotte City, Michigan | 0.0976772465% |
| MI274 | Wyoming City, Michigan | 0.2554463949% |
| MI275 | Ypsilanti Charter Township, Michigan | 0.0578793100% |
| MI276 | Ypsilanti City, Michigan | 0.0898598214% |
| MI277 | Zeeland Charter Township, Michigan | 0.0061508332% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|------|----------------------------------|---------------|
| MN1 | Aitkin County, Minnesota | 0.5286814148% |
| MN2 | Albert Lea City, Minnesota | 0.0977622743% |
| MN3 | Alexandria City, Minnesota | 0.0160492533% |
| MN4 | Andover City, Minnesota | 0.1252665067% |
| MN5 | Anoka City, Minnesota | 0.1440564244% |
| MN6 | Anoka County, Minnesota | 4.6242592739% |
| MN7 | Apple Valley City, Minnesota | 0.2744845059% |
| MN8 | Arden Hills City, Minnesota | 0.0767181792% |
| MN9 | Austin City, Minnesota | 0.1311616775% |
| MN10 | Becker County, Minnesota | 0.6074940403% |
| MN11 | Beltrami County, Minnesota | 0.7012389686% |
| MN12 | Bemidji City, Minnesota | 0.1574833165% |
| MN13 | Benton County, Minnesota | 0.5911228450% |
| MN14 | Big Lake City, Minnesota | 0.0420448659% |
| MN15 | Big Stone County, Minnesota | 0.1096599784% |
| MN16 | Blaine City, Minnesota | 0.3900026032% |
| MN17 | Bloomington City, Minnesota | 0.4497191234% |
| MN18 | Blue Earth County, Minnesota | 0.6089707140% |
| MN19 | Brainerd City, Minnesota | 0.1504466885% |
| MN20 | Brooklyn Center City, Minnesota | 0.1297575027% |
| MN21 | Brooklyn Park City, Minnesota | 0.2573517070% |
| MN22 | Brown County, Minnesota | 0.3051842351% |
| MN23 | Buffalo City, Minnesota | 0.0781258548% |
| MN24 | Burnsville City, Minnesota | 0.4713016362% |
| MN25 | Carlton County, Minnesota | 0.9030359158% |
| MN26 | Carver County, Minnesota | 1.0510920355% |
| MN27 | Cass County, Minnesota | 0.8164078457% |
| MN28 | Champlin City, Minnesota | 0.0508611460% |
| MN29 | Chanhassen City, Minnesota | 0.0711696030% |
| MN30 | Chaska City, Minnesota | 0.1150720173% |
| MN31 | Chippewa County, Minnesota | 0.1920510176% |
| MN32 | Chisago County, Minnesota | 0.9131864974% |
| MN33 | Clay County, Minnesota | 0.8653053935% |
| MN34 | Clearwater County, Minnesota | 0.1705736793% |
| MN35 | Cloquet City, Minnesota | 0.1186651642% |
| MN36 | Columbia Heights City, Minnesota | 0.2218103028% |
| MN37 | Cook County, Minnesota | 0.0986217587% |
| MN38 | Coon Rapids City, Minnesota | 0.5297885918% |
| MN39 | Cottage Grove City, Minnesota | 0.2579811495% |
| MN40 | Cottonwood County, Minnesota | 0.1596040200% |
| MN41 | Crow Wing County, Minnesota | 1.0457717507% |
| MN42 | Crystal City, Minnesota | 0.0875990017% |
| MN43 | Dakota County, Minnesota | 4.0571434991% |
| MN44 | Dodge County, Minnesota | 0.2031881392% |
| MN45 | Douglas County, Minnesota | 0.5526533294% |
| MN46 | Duluth City, Minnesota | 1.0556152695% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|------|-------------------------------------|----------------|
| MN47 | Eagan City, Minnesota | 0.3357112506% |
| MN48 | East Bethel City, Minnesota | 0.0544402891% |
| MN49 | Eden Prairie City, Minnesota | 0.2342274611% |
| MN50 | Edina City, Minnesota | 0.1810785868% |
| MN51 | Elk River City, Minnesota | 0.1845146283% |
| MN52 | Fairmont City, Minnesota | 0.0691539281% |
| MN53 | Faribault City, Minnesota | 0.0597051421% |
| MN54 | Faribault County, Minnesota | 0.1990991695% |
| MN55 | Farmington City, Minnesota | 0.1233974343% |
| MN56 | Fergus Falls City, Minnesota | 0.0953555135% |
| MN57 | Fillmore County, Minnesota | 0.2137999717% |
| MN58 | Forest Lake City, Minnesota | 0.1371068827% |
| MN59 | Freeborn County, Minnesota | 0.3218731421% |
| MN60 | Fridley City, Minnesota | 0.2363297846% |
| MN61 | Golden Valley City, Minnesota | 0.0785357583% |
| MN62 | Goodhue County, Minnesota | 0.5154623919% |
| MN63 | Grand Rapids City, Minnesota | 0.0379045489% |
| MN64 | Grant County, Minnesota | 0.0701677463% |
| MN65 | Ham Lake City, Minnesota | 0.0398258439% |
| MN66 | Hastings City, Minnesota | 0.1717268064% |
| MN67 | Hennepin County, Minnesota | 17.4947177407% |
| MN68 | Hibbing City, Minnesota | 0.1399140652% |
| MN69 | Hopkins City, Minnesota | 0.1103006531% |
| MN70 | Houston County, Minnesota | 0.2844148191% |
| MN71 | Hubbard County, Minnesota | 0.4205503327% |
| MN72 | Hugo City, Minnesota | 0.0294053970% |
| MN73 | Hutchinson City, Minnesota | 0.4500983935% |
| MN74 | Inver Grove Heights City, Minnesota | 0.2013009785% |
| MN75 | Isanti County, Minnesota | 0.7078656931% |
| MN76 | Itasca County, Minnesota | 1.0468316649% |
| MN77 | Jackson County, Minnesota | 0.1293074841% |
| MN78 | Kanabec County, Minnesota | 0.2825744837% |
| MN79 | Kandiyohi County, Minnesota | 0.1451128376% |
| MN80 | Kittson County, Minnesota | 0.0745984967% |
| MN81 | Koochiching County, Minnesota | 0.2397716611% |
| MN82 | Lac Qui Parle County, Minnesota | 0.0904601572% |
| MN83 | Lake County, Minnesota | 0.1677431571% |
| MN84 | Lake of the Woods County, Minnesota | 0.1030738066% |
| MN85 | Lakeville City, Minnesota | 0.2590140772% |
| MN86 | Le Sueur County, Minnesota | 0.2960413451% |
| MN87 | Lincoln County, Minnesota | 0.1002117758% |
| MN88 | Lino Lakes City, Minnesota | 0.1385206851% |
| MN89 | Little Canada City, Minnesota | 0.1205138143% |
| MN90 | Lyon County, Minnesota | 0.2693726739% |
| MN91 | Mahnomen County, Minnesota | 0.1299927961% |
| MN92 | Mankato City, Minnesota | 0.3394403512% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|-------|---------------------------------|---------------|
| MN93 | Maple Grove City, Minnesota | 0.1664829592% |
| MN94 | Maplewood City, Minnesota | 0.1720888635% |
| MN95 | Marshall City, Minnesota | 0.0861816984% |
| MN96 | Marshall County, Minnesota | 0.1189736859% |
| MN97 | Martin County, Minnesota | 0.2333916080% |
| MN98 | McLeod County, Minnesota | 0.1144539528% |
| MN99 | Meeker County, Minnesota | 0.3436113016% |
| MN100 | Mendota Heights City, Minnesota | 0.0821776269% |
| MN101 | Mille Lacs County, Minnesota | 0.8536527563% |
| MN102 | Minneapolis City, Minnesota | 4.4766025549% |
| MN103 | Minnetonka City, Minnesota | 0.1805441076% |
| MN104 | Monticello City, Minnesota | 0.0182370585% |
| MN105 | Moorhead City, Minnesota | 0.3980660322% |
| MN106 | Morrison County, Minnesota | 0.6588564064% |
| MN107 | Mounds View City, Minnesota | 0.0723117896% |
| MN108 | Mower County, Minnesota | 0.5324617169% |
| MN109 | Murray County, Minnesota | 0.1237848734% |
| MN110 | New Brighton City, Minnesota | 0.1030123940% |
| MN111 | New Hope City, Minnesota | 0.0689628343% |
| MN112 | New Ulm City, Minnesota | 0.0519862655% |
| MN113 | Nicollet County, Minnesota | 0.1443064509% |
| MN114 | Nobles County, Minnesota | 0.1433541912% |
| MN115 | Norman County, Minnesota | 0.0998150009% |
| MN116 | North Branch City, Minnesota | 0.0501205482% |
| MN117 | North Mankato City, Minnesota | 0.0267890165% |
| MN118 | North St. Paul City, Minnesota | 0.0528485215% |
| MN119 | Northfield City, Minnesota | 0.6851668132% |
| MN120 | Oakdale City, Minnesota | 0.1765286580% |
| MN121 | Olmsted County, Minnesota | 1.7654639618% |
| MN122 | Otsego City, Minnesota | 0.0389412692% |
| MN123 | Otter Tail County, Minnesota | 0.7650587540% |
| MN124 | Owatonna City, Minnesota | 0.1301345848% |
| MN125 | Pennington County, Minnesota | 0.2829057616% |
| MN126 | Pine County, Minnesota | 0.5204807192% |
| MN127 | Pipestone County, Minnesota | 0.1408899564% |
| MN128 | Plymouth City, Minnesota | 0.1617585661% |
| MN129 | Polk County, Minnesota | 0.7942540937% |
| MN130 | Pope County, Minnesota | 0.1716325723% |
| MN131 | Prior Lake City, Minnesota | 0.1314862452% |
| MN132 | Proctor City, Minnesota | 0.0196743464% |
| MN133 | Ramsey City, Minnesota | 0.1289991083% |
| MN134 | Ramsey County, Minnesota | 6.5235510364% |
| MN135 | Red Lake County, Minnesota | 0.0488842734% |
| MN136 | Red Wing City, Minnesota | 0.1690608291% |
| MN137 | Redwood County, Minnesota | 0.2578753915% |
| MN138 | Renville County, Minnesota | 0.2484267514% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|-------|---------------------------------|---------------|
| MN139 | Rice County, Minnesota | 0.2454785096% |
| MN140 | Richfield City, Minnesota | 0.2325614441% |
| MN141 | Robbinsdale City, Minnesota | 0.0829119522% |
| MN142 | Rochester City, Minnesota | 0.6757524532% |
| MN143 | Rock County, Minnesota | 0.1875379948% |
| MN144 | Rogers City, Minnesota | 0.0282340357% |
| MN145 | Roseau County, Minnesota | 0.2310796648% |
| MN146 | Rosemount City, Minnesota | 0.1131711446% |
| MN147 | Roseville City, Minnesota | 0.1580291737% |
| MN148 | Sartell City, Minnesota | 0.0580331443% |
| MN149 | Sauk Rapids City, Minnesota | 0.0730830208% |
| MN150 | Savage City, Minnesota | 0.1728666590% |
| MN151 | Scott County, Minnesota | 1.2182589937% |
| MN152 | Shakopee City, Minnesota | 0.2643025616% |
| MN153 | Sherburne County, Minnesota | 1.1511844871% |
| MN154 | Shoreview City, Minnesota | 0.0620723712% |
| MN155 | Sibley County, Minnesota | 0.2196634879% |
| MN156 | South St. Paul City, Minnesota | 0.3555870478% |
| MN157 | St Louis County, Minnesota | 4.3508834038% |
| MN158 | St. Cloud City, Minnesota | 0.6727244188% |
| MN159 | St. Louis Park City, Minnesota | 0.1354267160% |
| MN160 | St. Michael City, Minnesota | 0.0148139997% |
| MN161 | St. Paul City, Minnesota | 3.4393152229% |
| MN162 | St. Peter City, Minnesota | 0.2421250322% |
| MN163 | Stearns County, Minnesota | 2.2171264071% |
| MN164 | Steele County, Minnesota | 0.3643474585% |
| MN165 | Stevens County, Minnesota | 0.1321088317% |
| MN166 | Stillwater City, Minnesota | 0.1531139787% |
| MN167 | Swift County, Minnesota | 0.1233619872% |
| MN168 | Todd County, Minnesota | 0.3837061355% |
| MN169 | Traverse County, Minnesota | 0.0829619867% |
| MN170 | Vadnais Heights City, Minnesota | 0.0942702174% |
| MN171 | Victoria City, Minnesota | 0.0058887523% |
| MN172 | Wabasha County, Minnesota | 0.2847837323% |
| MN173 | Waconia City, Minnesota | 0.0066220565% |
| MN174 | Wadena County, Minnesota | 0.2426637417% |
| MN175 | Waseca County, Minnesota | 0.2622870325% |
| MN176 | Washington County, Minnesota | 2.8315446071% |
| MN177 | Watsonwan County, Minnesota | 0.1354898791% |
| MN178 | West St. Paul City, Minnesota | 0.1910746887% |
| MN179 | White Bear Lake City, Minnesota | 0.1136132860% |
| MN180 | White Bear Township, Minnesota | 0.0181037305% |
| MN181 | Wilkin County, Minnesota | 0.0860822129% |
| MN182 | Willmar City, Minnesota | 0.4208360981% |
| MN183 | Winona City, Minnesota | 0.2780074878% |
| MN184 | Winona County, Minnesota | 0.7117454807% |

Allocations are subject to change pursuant to a State-Subdivision Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.

| | | |
|-------|-----------------------------------|---------------|
| MN185 | Woodbury City, Minnesota | 0.4292599795% |
| MN186 | Worthington City, Minnesota | 0.0568155413% |
| MN187 | Wright County, Minnesota | 1.5588358425% |
| MN188 | Yellow Medicine County, Minnesota | 0.1598976626% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|------|---------------------------------|---------------|
| MS1 | Adams County, Mississippi | 0.8850454148% |
| MS2 | Alcorn County, Mississippi | 0.0569510905% |
| MS3 | Amite County, Mississippi | 0.2713519710% |
| MS4 | Amory City, Mississippi | 0.2091629926% |
| MS5 | Arcola Town, Mississippi | 0.0010430877% |
| MS6 | Attala County, Mississippi | 0.4246666634% |
| MS7 | Bay St. Louis City, Mississippi | 0.0307587230% |
| MS8 | Benton County, Mississippi | 0.1937673634% |
| MS9 | Biloxi City, Mississippi | 0.6566432134% |
| MS10 | Bolivar County, Mississippi | 0.4978719946% |
| MS11 | Brandon City, Mississippi | 0.5504498277% |
| MS12 | Brookhaven City, Mississippi | 0.4627907697% |
| MS13 | Byram City, Mississippi | 0.0539534335% |
| MS14 | Caledonia Town, Mississippi | 0.0029594278% |
| MS15 | Calhoun County, Mississippi | 0.4104265320% |
| MS16 | Canton City, Mississippi | 0.3565489062% |
| MS17 | Carroll County, Mississippi | 0.2007719282% |
| MS18 | Charleston City, Mississippi | 0.0464748267% |
| MS19 | Chickasaw County, Mississippi | 0.5048552486% |
| MS20 | Choctaw County, Mississippi | 0.1839335128% |
| MS21 | Claiborne County, Mississippi | 0.1627262324% |
| MS22 | Clarke County, Mississippi | 0.5053384006% |
| MS23 | Clarksdale City, Mississippi | 0.2740859278% |
| MS24 | Clay County, Mississippi | 0.1837895433% |
| MS25 | Cleveland City, Mississippi | 0.1358351654% |
| MS26 | Clinton City, Mississippi | 0.3197904769% |
| MS27 | Coahoma County, Mississippi | 0.4186176659% |
| MS28 | Columbia City, Mississippi | 0.1674920304% |
| MS29 | Columbus City, Mississippi | 0.6956641603% |
| MS30 | Copiah County, Mississippi | 0.7132277916% |
| MS31 | Corinth City, Mississippi | 1.5578843050% |
| MS32 | Covington County, Mississippi | 0.6081803058% |
| MS33 | Desoto County, Mississippi | 2.2184182744% |
| MS34 | Diamondhead City, Mississippi | 0.0001680458% |
| MS35 | D'Iberville City, Mississippi | 0.0442726624% |
| MS36 | Forrest County, Mississippi | 3.0156250353% |
| MS37 | Franklin County, Mississippi | 0.2542823910% |
| MS38 | Gautier City, Mississippi | 0.1302053876% |
| MS39 | George County, Mississippi | 1.0247519776% |
| MS40 | Greene County, Mississippi | 0.2910471646% |
| MS41 | Greenville City, Mississippi | 0.0830590284% |
| MS42 | Greenwood City, Mississippi | 0.5853776479% |
| MS43 | Grenada City, Mississippi | 0.0552681925% |
| MS44 | Grenada County, Mississippi | 0.5194646578% |
| MS45 | Gulfport City, Mississippi | 8.2405637774% |
| MS46 | Hancock County, Mississippi | 2.3767878426% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|------|-------------------------------------|---------------|
| MS47 | Harrison County, Mississippi | 1.2681143209% |
| MS48 | Hattiesburg City, Mississippi | 0.3196152733% |
| MS49 | Hernando City, Mississippi | 0.4369673545% |
| MS50 | Hinds County, Mississippi | 2.0637938660% |
| MS51 | Holly Springs City, Mississippi | 0.1609000156% |
| MS52 | Holmes County, Mississippi | 0.3284953462% |
| MS53 | Horn Lake City, Mississippi | 0.6442839584% |
| MS54 | Humphreys County, Mississippi | 0.1357489463% |
| MS55 | Indianola City, Mississippi | 0.0229288956% |
| MS56 | Issaquena County, Mississippi | 0.0173614233% |
| MS57 | Itawamba County, Mississippi | 1.0392546705% |
| MS58 | Iuka City, Mississippi | 0.2820646050% |
| MS59 | Jackson City, Mississippi | 2.6617552637% |
| MS60 | Jackson County, Mississippi | 7.5649147973% |
| MS61 | Jasper County, Mississippi | 0.3875866209% |
| MS62 | Jefferson County, Mississippi | 0.0973536568% |
| MS63 | Jefferson Davis County, Mississippi | 0.3472631158% |
| MS64 | Jones County, Mississippi | 2.1970411588% |
| MS65 | Jonestown, Mississippi | 0.0092231595% |
| MS66 | Kemper County, Mississippi | 0.2197061168% |
| MS67 | Kosciusko City, Mississippi | 0.0403737724% |
| MS68 | Lafayette County, Mississippi | 0.6965570967% |
| MS69 | Lamar County, Mississippi | 1.2949562593% |
| MS70 | Lauderdale County, Mississippi | 1.4532418860% |
| MS71 | Laurel City, Mississippi | 0.1468061312% |
| MS72 | Lawrence County, Mississippi | 0.3387801386% |
| MS73 | Leake County, Mississippi | 0.5729082602% |
| MS74 | Leakesville Town, Mississippi | 0.0097188377% |
| MS75 | Lee County, Mississippi | 1.4583582538% |
| MS76 | Leflore County, Mississippi | 0.1006210330% |
| MS77 | Lincoln County, Mississippi | 0.5672474110% |
| MS78 | Long Beach City, Mississippi | 0.1374069547% |
| MS79 | Lowndes County, Mississippi | 0.9278575592% |
| MS80 | Lumberton City, Mississippi | 0.0393106754% |
| MS81 | Madison City, Mississippi | 0.5657979552% |
| MS82 | Madison County, Mississippi | 1.0660308873% |
| MS83 | Marion County, Mississippi | 1.6080737081% |
| MS84 | Marshall County, Mississippi | 0.6206332630% |
| MS85 | McComb City, Mississippi | 1.0999468538% |
| MS86 | McLain Town, Mississippi | 0.0044054675% |
| MS87 | Meridian City, Mississippi | 1.1031457427% |
| MS88 | Monroe County, Mississippi | 0.8034104646% |
| MS89 | Montgomery County, Mississippi | 0.3225285007% |
| MS90 | Morton City, Mississippi | 0.0599559053% |
| MS91 | Moss Point City, Mississippi | 0.0032450894% |
| MS92 | Mound Bayou City, Mississippi | 0.0139281161% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|-------|----------------------------------|---------------|
| MS93 | Natchez City, Mississippi | 0.1079532301% |
| MS94 | Neshoba County, Mississippi | 1.0065117709% |
| MS95 | Nettleton City, Mississippi | 0.0304185645% |
| MS96 | New Albany City, Mississippi | 0.2696874555% |
| MS97 | Newton County, Mississippi | 0.5392966632% |
| MS98 | Noxubee County, Mississippi | 0.1826343709% |
| MS99 | Ocean Springs City, Mississippi | 0.1182464817% |
| MS100 | Oktibbeha County, Mississippi | 0.7782514241% |
| MS101 | Olive Branch City, Mississippi | 1.0780955334% |
| MS102 | Oxford City, Mississippi | 0.5933338756% |
| MS103 | Panola County, Mississippi | 1.1122808938% |
| MS104 | Pascagoula City, Mississippi | 0.2466090593% |
| MS105 | Pearl City, Mississippi | 1.1814807813% |
| MS106 | Pearl River County, Mississippi | 3.0179025193% |
| MS107 | Perry County, Mississippi | 0.3647175906% |
| MS108 | Petal City, Mississippi | 0.0268648760% |
| MS109 | Philadelphia City, Mississippi | 0.1140375286% |
| MS110 | Picayune City, Mississippi | 0.5821086449% |
| MS111 | Pike County, Mississippi | 0.1081822799% |
| MS112 | Pontotoc County, Mississippi | 1.1348714203% |
| MS113 | Prentiss County, Mississippi | 0.7882874828% |
| MS114 | Quitman City, Mississippi | 0.0869079764% |
| MS115 | Quitman County, Mississippi | 0.2112294840% |
| MS116 | Rankin County, Mississippi | 3.4259023921% |
| MS117 | Ridgeland City, Mississippi | 0.7052518799% |
| MS118 | Scott County, Mississippi | 0.6243593895% |
| MS119 | Shannon Town, Mississippi | 0.0290190505% |
| MS120 | Sharkey County, Mississippi | 0.0916197654% |
| MS121 | Shubuta Town, Mississippi | 0.0060764900% |
| MS122 | Simpson County, Mississippi | 0.9087854201% |
| MS123 | Smith County, Mississippi | 0.3825880315% |
| MS124 | Southaven City, Mississippi | 1.5378821390% |
| MS125 | Starkville City, Mississippi | 0.0994723676% |
| MS126 | Stone County, Mississippi | 0.5580488158% |
| MS127 | Summit Town, Mississippi | 0.0050530863% |
| MS128 | Sunflower County, Mississippi | 0.4600451000% |
| MS129 | Tallahatchie County, Mississippi | 0.2577090284% |
| MS130 | Tate County, Mississippi | 1.1421792158% |
| MS131 | Tippah County, Mississippi | 0.6593796104% |
| MS132 | Tishomingo County, Mississippi | 1.3029259893% |
| MS133 | Tunica County, Mississippi | 0.1767618783% |
| MS134 | Tupelo City, Mississippi | 1.4600720605% |
| MS135 | Union County, Mississippi | 0.4897630128% |
| MS136 | Verona City, Mississippi | 0.0606682697% |
| MS137 | Vicksburg City, Mississippi | 0.7250920192% |
| MS138 | Walthall County, Mississippi | 0.4890815570% |

Allocations are subject to change pursuant to a State-Subdivision Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.

| | | |
|-------|--------------------------------|---------------|
| MS139 | Warren County, Mississippi | 0.5538600347% |
| MS140 | Washington County, Mississippi | 0.9092835384% |
| MS141 | Wayne County, Mississippi | 0.9304927709% |
| MS142 | Waynesboro City, Mississippi | 0.0133034348% |
| MS143 | Webb Town, Mississippi | 0.0118969258% |
| MS144 | Webster County, Mississippi | 0.3778058032% |
| MS145 | West Point City, Mississippi | 0.2091299691% |
| MS146 | Wiggins City, Mississippi | 0.1706074658% |
| MS147 | Wilkinson County, Mississippi | 0.2128691098% |
| MS148 | Winston County, Mississippi | 0.5276375718% |
| MS149 | Yalobusha County, Mississippi | 0.2951067799% |
| MS150 | Yazoo City, Mississippi | 0.2510049288% |
| MS151 | Yazoo County, Mississippi | 0.4173853844% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|------|--|---------------|
| MO1 | Adair County, Missouri | 0.2323492740% |
| MO2 | Andrew County, Missouri | 0.1564541324% |
| MO3 | Arnold City, Missouri | 0.5124454261% |
| MO4 | Atchison County, Missouri | 0.0503458382% |
| MO5 | Audrain County, Missouri | 0.2723907883% |
| MO6 | Ballwin City, Missouri | 0.1503503362% |
| MO7 | Barry County, Missouri | 0.5806831870% |
| MO8 | Barton County, Missouri | 0.1828006402% |
| MO9 | Bates County, Missouri | 0.4224104662% |
| MO10 | Bellefontaine Neighbors City, Missouri | 0.0857527834% |
| MO11 | Belton City, Missouri | 0.1516735499% |
| MO12 | Benton County, Missouri | 0.3879753095% |
| MO13 | Blue Springs City, Missouri | 0.1988003228% |
| MO14 | Bolivar City, Missouri | 0.6392625910% |
| MO15 | Bollinger County, Missouri | 0.1203527210% |
| MO16 | Boone County, Missouri | 1.0160242824% |
| MO17 | Branson City, Missouri | 0.4449755896% |
| MO18 | Bridgeton City, Missouri | 0.1763465152% |
| MO19 | Buchanan County, Missouri | 0.4752770338% |
| MO20 | Butler County, Missouri | 0.3661408977% |
| MO21 | Caldwell County, Missouri | 0.0989536405% |
| MO22 | Callaway County, Missouri | 0.2712833054% |
| MO23 | Camden County, Missouri | 0.7677402708% |
| MO24 | Cape Girardeau City, Missouri | 0.5367558088% |
| MO25 | Cape Girardeau County, Missouri | 0.4382279546% |
| MO26 | Carroll County, Missouri | 0.1240753517% |
| MO27 | Carter County, Missouri | 0.0825024387% |
| MO28 | Carthage City, Missouri | 0.9706909454% |
| MO29 | Cass County, Missouri | 0.9944461678% |
| MO30 | Cedar County, Missouri | 0.2606830207% |
| MO31 | Chariton County, Missouri | 0.0660694886% |
| MO32 | Chesterfield City, Missouri | 0.2353487388% |
| MO33 | Christian County, Missouri | 0.6724712099% |
| MO34 | Clark County, Missouri | 0.0860504210% |
| MO35 | Clay County, Missouri | 2.1043558671% |
| MO36 | Clayton City, Missouri | 0.3129914614% |
| MO37 | Clinton County, Missouri | 0.3136411047% |
| MO38 | Cole County, Missouri | 0.4638412355% |
| MO39 | Columbia City, Missouri | 1.1969210737% |
| MO40 | Cooper County, Missouri | 0.1709566623% |
| MO41 | Crawford County, Missouri | 0.5377697760% |
| MO42 | Crestwood City, Missouri | 0.1705940152% |
| MO43 | Creve Coeur City, Missouri | 0.2772506333% |
| MO44 | Dade County, Missouri | 0.0956916225% |
| MO45 | Dallas County, Missouri | 0.2127316981% |
| MO46 | Dardenne Prairie City, Missouri | 0.0016749613% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|------|----------------------------------|---------------|
| MO47 | Daviess County, Missouri | 0.0686237546% |
| MO48 | De Kalb County, Missouri | 0.1059364189% |
| MO49 | Dent County, Missouri | 0.4657350233% |
| MO50 | Douglas County, Missouri | 0.1328072590% |
| MO51 | Dunklin County, Missouri | 0.4949307906% |
| MO52 | Eureka City, Missouri | 0.0880789358% |
| MO53 | Excelsior Springs City, Missouri | 0.1351301223% |
| MO54 | Farmington City, Missouri | 0.5454680456% |
| MO55 | Ferguson City, Missouri | 0.2574470581% |
| MO56 | Festus City, Missouri | 0.3044135646% |
| MO57 | Florissant City, Missouri | 0.3924574160% |
| MO58 | Franklin County, Missouri | 1.8587591717% |
| MO59 | Fulton City, Missouri | 0.3112636154% |
| MO60 | Gasconade County, Missouri | 0.2671420472% |
| MO61 | Gentry County, Missouri | 0.0719794172% |
| MO62 | Gladstone City, Missouri | 0.0404576910% |
| MO63 | Grain Valley City, Missouri | 0.0334350556% |
| MO64 | Grandview City, Missouri | 0.1639337689% |
| MO65 | Greene County, Missouri | 1.4401071301% |
| MO66 | Grundy County, Missouri | 0.1563373346% |
| MO67 | Hannibal City, Missouri | 0.2978324519% |
| MO68 | Harrison County, Missouri | 0.1526413397% |
| MO69 | Harrisonville City, Missouri | 0.0476820622% |
| MO70 | Hazelwood City, Missouri | 0.5185404511% |
| MO71 | Henry County, Missouri | 0.3711753912% |
| MO72 | Hickory County, Missouri | 0.1309787386% |
| MO73 | Holt County, Missouri | 0.0407768050% |
| MO74 | Howard County, Missouri | 0.0772931032% |
| MO75 | Howell County, Missouri | 0.5521591843% |
| MO76 | Independence City, Missouri | 0.9132606869% |
| MO77 | Iron County, Missouri | 0.1793646831% |
| MO78 | Jackson City, Missouri | 0.1555038848% |
| MO79 | Jackson County, Missouri | 1.9899708609% |
| MO80 | Jasper County, Missouri | 0.3290412555% |
| MO81 | Jefferson City, Missouri | 0.5714876357% |
| MO82 | Jefferson County, Missouri | 4.3802521918% |
| MO83 | Jennings City, Missouri | 0.1764093964% |
| MO84 | Johnson County, Missouri | 0.2968386067% |
| MO85 | Joplin City, Missouri | 0.5552066323% |
| MO86 | Kansas City, Missouri | 5.7571708236% |
| MO87 | Kearney City, Missouri | 0.0053417407% |
| MO88 | Kennett City, Missouri | 0.1864120841% |
| MO89 | Kirksville City, Missouri | 0.1862592989% |
| MO90 | Kirkwood City, Missouri | 0.3564022464% |
| MO91 | Knox County, Missouri | 0.0402195164% |
| MO92 | Laclede County, Missouri | 0.1401546839% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|-------|---------------------------------|---------------|
| MO93 | Lafayette County, Missouri | 0.3589036278% |
| MO94 | Lake St. Louis City, Missouri | 0.1499293870% |
| MO95 | Lawrence County, Missouri | 0.6708287533% |
| MO96 | Lebanon City, Missouri | 0.2505601816% |
| MO97 | Lee's Summit City, Missouri | 0.6108369410% |
| MO98 | Lewis County, Missouri | 0.1042697772% |
| MO99 | Liberty City, Missouri | 0.0442061837% |
| MO100 | Lincoln County, Missouri | 0.8894721213% |
| MO101 | Linn County, Missouri | 0.1452541869% |
| MO102 | Livingston County, Missouri | 0.3568928487% |
| MO103 | Macon County, Missouri | 0.1756025824% |
| MO104 | Madison County, Missouri | 0.2543286672% |
| MO105 | Manchester City, Missouri | 0.1098943865% |
| MO106 | Maries County, Missouri | 0.1434267628% |
| MO107 | Marion County, Missouri | 0.2234652909% |
| MO108 | Marshall City, Missouri | 0.1418453816% |
| MO109 | Maryland Heights City, Missouri | 0.3748856392% |
| MO110 | Maryville City, Missouri | 0.1076579446% |
| MO111 | McDonald County, Missouri | 0.2634826201% |
| MO112 | Mercer County, Missouri | 0.0320837873% |
| MO113 | Mexico City, Missouri | 0.0139160258% |
| MO114 | Miller County, Missouri | 0.2674444574% |
| MO115 | Mississippi County, Missouri | 0.1833143956% |
| MO116 | Moberly City, Missouri | 0.0603546528% |
| MO117 | Moniteau County, Missouri | 0.1201445359% |
| MO118 | Monroe County, Missouri | 0.1023892750% |
| MO119 | Montgomery County, Missouri | 0.1914472870% |
| MO120 | Morgan County, Missouri | 0.2721921482% |
| MO121 | Neosho City, Missouri | 0.1442050062% |
| MO122 | New Madrid County, Missouri | 0.1577443253% |
| MO123 | Newton County, Missouri | 0.3630628797% |
| MO124 | Nixa City, Missouri | 0.2468687012% |
| MO125 | Nodaway County, Missouri | 0.0949885786% |
| MO126 | O'Fallon City, Missouri | 0.5745934504% |
| MO127 | Oregon County, Missouri | 0.1307320509% |
| MO128 | Osage County, Missouri | 0.1278894988% |
| MO129 | Overland City, Missouri | 0.1364249588% |
| MO130 | Ozark City, Missouri | 0.2857254050% |
| MO131 | Ozark County, Missouri | 0.1325551539% |
| MO132 | Pemiscot County, Missouri | 0.3944645835% |
| MO133 | Perry County, Missouri | 0.2199285305% |
| MO134 | Pettis County, Missouri | 0.0151441760% |
| MO135 | Phelps County, Missouri | 1.0845340125% |
| MO136 | Pike County, Missouri | 0.2247877951% |
| MO137 | Platte County, Missouri | 0.3320717417% |
| MO138 | Polk County, Missouri | 0.1493187623% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|-------|---------------------------------|----------------|
| MO139 | Poplar Bluff City, Missouri | 0.7559317644% |
| MO140 | Pulaski County, Missouri | 1.1729279991% |
| MO141 | Putnam County, Missouri | 0.0497042567% |
| MO142 | Ralls County, Missouri | 0.0684816754% |
| MO143 | Randolph County, Missouri | 0.2442992792% |
| MO144 | Ray County, Missouri | 0.3201239293% |
| MO145 | Raymore City, Missouri | 0.0467701237% |
| MO146 | Raytown City, Missouri | 0.1486313258% |
| MO147 | Republic City, Missouri | 0.2002494278% |
| MO148 | Reynolds County, Missouri | 0.1173502249% |
| MO149 | Ripley County, Missouri | 0.2364998192% |
| MO150 | Rolla City, Missouri | 0.0387613823% |
| MO151 | Saline County, Missouri | 0.1638080066% |
| MO152 | Schuyler County, Missouri | 0.0255576230% |
| MO153 | Scotland County, Missouri | 0.0573087527% |
| MO154 | Scott County, Missouri | 0.3449360072% |
| MO155 | Sedalia City, Missouri | 0.4368595310% |
| MO156 | Shannon County, Missouri | 0.0849097240% |
| MO157 | Shelby County, Missouri | 0.0753316616% |
| MO158 | Sikeston City, Missouri | 0.3315549551% |
| MO159 | Smithville City, Missouri | 0.0048539762% |
| MO160 | Springfield City, Missouri | 5.8477728751% |
| MO161 | St Charles County, Missouri | 2.4842648424% |
| MO162 | St Clair County, Missouri | 0.0933227753% |
| MO163 | St Francois County, Missouri | 2.0822768958% |
| MO164 | St Louis County, Missouri | 11.0300257170% |
| MO165 | St. Ann City, Missouri | 0.1350418307% |
| MO166 | St. Charles City, Missouri | 1.3555209057% |
| MO167 | St. Joseph City, Missouri | 0.9266925599% |
| MO168 | St. Louis City, Missouri | 8.2821011552% |
| MO169 | St. Peters City, Missouri | 0.5859558551% |
| MO170 | Ste Genevieve County, Missouri | 0.2689675365% |
| MO171 | Stoddard County, Missouri | 0.4415922593% |
| MO172 | Stone County, Missouri | 0.5212198991% |
| MO173 | Sullivan County, Missouri | 0.0828316136% |
| MO174 | Taney County, Missouri | 0.3347844684% |
| MO175 | Texas County, Missouri | 0.3423504618% |
| MO176 | Town and Country City, Missouri | 0.0996467524% |
| MO177 | Troy City, Missouri | 0.0382293752% |
| MO178 | Union City, Missouri | 0.1462425501% |
| MO179 | University City, Missouri | 0.4121038850% |
| MO180 | Vernon County, Missouri | 0.3089892512% |
| MO181 | Warren County, Missouri | 0.5842281380% |
| MO182 | Warrensburg City, Missouri | 0.1958789596% |
| MO183 | Washington City, Missouri | 0.3567566384% |
| MO184 | Washington County, Missouri | 0.6514805024% |

Allocations are subject to change pursuant to a State-Subdivision Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.

| | | |
|-------|-------------------------------|---------------|
| MO185 | Wayne County, Missouri | 0.2274524096% |
| MO186 | Webb City, Missouri | 0.0671916759% |
| MO187 | Webster County, Missouri | 0.5986690767% |
| MO188 | Webster Groves City, Missouri | 0.2556867074% |
| MO189 | Wentzville City, Missouri | 0.3358019827% |
| MO190 | West Plains City, Missouri | 0.3439555766% |
| MO191 | Wildwood City, Missouri | 0.1021615484% |
| MO192 | Worth County, Missouri | 0.0184350871% |
| MO193 | Wright County, Missouri | 0.2540973934% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|------|-------------------------------------|---------------|
| MT1 | Anaconda-Deer Lodge County, Montana | 1.4480190514% |
| MT2 | Beaverhead County, Montana | 0.6841480225% |
| MT3 | Big Horn County, Montana | 0.8504903609% |
| MT4 | Billings City, Montana | 9.1331142413% |
| MT5 | Blaine County, Montana | 0.3691094337% |
| MT6 | Bozeman City, Montana | 2.0161886507% |
| MT7 | Broadwater County, Montana | 0.4143251264% |
| MT8 | Butte-Silver Bow, Montana | 5.6101260434% |
| MT9 | Carbon County, Montana | 0.7105360522% |
| MT10 | Carter County, Montana | 0.0374679104% |
| MT11 | Cascade County, Montana | 3.8993050480% |
| MT12 | Chouteau County, Montana | 0.4053063424% |
| MT13 | Custer County, Montana | 1.5139056450% |
| MT14 | Daniels County, Montana | 0.1787602908% |
| MT15 | Dawson County, Montana | 0.7800682133% |
| MT16 | Fallon County, Montana | 0.1543582011% |
| MT17 | Fergus County, Montana | 0.8667027669% |
| MT18 | Flathead County, Montana | 8.0141785369% |
| MT19 | Gallatin County, Montana | 4.0205572717% |
| MT20 | Garfield County, Montana | 0.0398838599% |
| MT21 | Glacier County, Montana | 1.5230709367% |
| MT22 | Golden Valley County, Montana | 0.0264303648% |
| MT23 | Granite County, Montana | 0.1831398237% |
| MT24 | Great Falls City, Montana | 4.3577779784% |
| MT25 | Helena City, Montana | 1.7360655042% |
| MT26 | Hill County, Montana | 1.8438532922% |
| MT27 | Jefferson County, Montana | 0.7770843087% |
| MT28 | Judith Basin County, Montana | 0.0614804228% |
| MT29 | Kalispell City, Montana | 2.4735432710% |
| MT30 | Lake County, Montana | 3.6175099064% |
| MT31 | Lewis and Clark County, Montana | 4.9326712334% |
| MT32 | Liberty County, Montana | 0.1210395973% |
| MT33 | Lincoln County, Montana | 2.1915597624% |
| MT34 | Madison County, Montana | 0.5498047673% |
| MT35 | McCone County, Montana | 0.0823035394% |
| MT36 | Meagher County, Montana | 0.0912086373% |
| MT37 | Mineral County, Montana | 0.7546909914% |
| MT38 | Missoula City, Montana | 4.4312558575% |
| MT39 | Missoula County, Montana | 8.0272833629% |
| MT40 | Musselshell County, Montana | 0.3895510594% |
| MT41 | Park County, Montana | 2.0831835653% |
| MT42 | Petroleum County, Montana | 0.0144742922% |
| MT43 | Phillips County, Montana | 0.2085622347% |
| MT44 | Pondera County, Montana | 0.4003873948% |
| MT45 | Powder River County, Montana | 0.1504386452% |
| MT46 | Powell County, Montana | 0.8872723490% |

Allocations are subject to change pursuant to a State-Subdivision Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.

| | | |
|------|-----------------------------|---------------|
| MT47 | Prairie County, Montana | 0.0572069653% |
| MT48 | Ravalli County, Montana | 3.6906819270% |
| MT49 | Richland County, Montana | 0.7541525281% |
| MT50 | Roosevelt County, Montana | 0.8182976782% |
| MT51 | Rosebud County, Montana | 0.5641981949% |
| MT52 | Sanders County, Montana | 1.0679134558% |
| MT53 | Sheridan County, Montana | 0.2700355225% |
| MT54 | Stillwater County, Montana | 0.5055604014% |
| MT55 | Sweet Grass County, Montana | 0.2836540766% |
| MT56 | Teton County, Montana | 0.5735903832% |
| MT57 | Toole County, Montana | 0.3258040487% |
| MT58 | Treasure County, Montana | 0.0226554138% |
| MT59 | Valley County, Montana | 0.5598291268% |
| MT60 | Wheatland County, Montana | 0.0720998508% |
| MT61 | Wibaux County, Montana | 0.0630373047% |
| MT62 | Yellowstone County, Montana | 7.3090889550% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|------|-----------------------------|----------------|
| NE1 | Adams County, Nebraska | 0.7130410264% |
| NE2 | Antelope County, Nebraska | 0.2406339800% |
| NE3 | Arthur County, Nebraska | 0.0110831278% |
| NE4 | Banner County, Nebraska | 0.0183674606% |
| NE5 | Beatrice City, Nebraska | 0.9248205382% |
| NE6 | Bellevue City, Nebraska | 2.4787880023% |
| NE7 | Blaine County, Nebraska | 0.0123640997% |
| NE8 | Boone County, Nebraska | 0.2533407507% |
| NE9 | Box Butte County, Nebraska | 0.7492533620% |
| NE10 | Boyd County, Nebraska | 0.0902847433% |
| NE11 | Brown County, Nebraska | 0.1375135354% |
| NE12 | Buffalo County, Nebraska | 0.9630320332% |
| NE13 | Burt County, Nebraska | 0.3365661770% |
| NE14 | Butler County, Nebraska | 0.2899805672% |
| NE15 | Cass County, Nebraska | 1.2356339344% |
| NE16 | Cedar County, Nebraska | 0.3502588009% |
| NE17 | Chase County, Nebraska | 0.1707898814% |
| NE18 | Cherry County, Nebraska | 0.3082161558% |
| NE19 | Cheyenne County, Nebraska | 0.7408263023% |
| NE20 | Clay County, Nebraska | 0.1772971991% |
| NE21 | Colfax County, Nebraska | 0.2670475913% |
| NE22 | Columbus City, Nebraska | 0.7291294061% |
| NE23 | Cuming County, Nebraska | 0.4019883978% |
| NE24 | Custer County, Nebraska | 0.4848137961% |
| NE25 | Dakota County, Nebraska | 0.3940917673% |
| NE26 | Dawes County, Nebraska | 0.6577293164% |
| NE27 | Dawson County, Nebraska | 0.7540316373% |
| NE28 | Deuel County, Nebraska | 0.1500055852% |
| NE29 | Dixon County, Nebraska | 0.2144571499% |
| NE30 | Dodge County, Nebraska | 1.8317996330% |
| NE31 | Douglas County, Nebraska | 14.9119111455% |
| NE32 | Dundy County, Nebraska | 0.1513630330% |
| NE33 | Fillmore County, Nebraska | 0.3541443667% |
| NE34 | Franklin County, Nebraska | 0.1630162987% |
| NE35 | Fremont City, Nebraska | 0.1476946393% |
| NE36 | Frontier County, Nebraska | 0.0732649260% |
| NE37 | Furnas County, Nebraska | 0.2315426581% |
| NE38 | Gage County, Nebraska | 0.5390651380% |
| NE39 | Garden County, Nebraska | 0.1132118364% |
| NE40 | Garfield County, Nebraska | 0.1104479177% |
| NE41 | Gosper County, Nebraska | 0.0528581072% |
| NE42 | Grand Island City, Nebraska | 1.5052861196% |
| NE43 | Grant County, Nebraska | 0.0167075406% |
| NE44 | Greeley County, Nebraska | 0.1006996872% |
| NE45 | Hall County, Nebraska | 1.3023214397% |
| NE46 | Hamilton County, Nebraska | 0.3285553228% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|------|-----------------------------|----------------|
| NE47 | Harlan County, Nebraska | 0.1831157431% |
| NE48 | Hastings City, Nebraska | 0.7738158635% |
| NE49 | Hayes County, Nebraska | 0.0464208924% |
| NE50 | Hitchcock County, Nebraska | 0.1428727336% |
| NE51 | Holt County, Nebraska | 0.4319086269% |
| NE52 | Hooker County, Nebraska | 0.0195391111% |
| NE53 | Howard County, Nebraska | 0.3117590505% |
| NE54 | Jefferson County, Nebraska | 0.4621587809% |
| NE55 | Johnson County, Nebraska | 0.3674281385% |
| NE56 | Kearney City, Nebraska | 1.3128662946% |
| NE57 | Kearney County, Nebraska | 0.3284087439% |
| NE58 | Keith County, Nebraska | 0.5586120928% |
| NE59 | Keya Paha County, Nebraska | 0.0207700795% |
| NE60 | Kimball County, Nebraska | 0.2074517582% |
| NE61 | Knox County, Nebraska | 0.4262180329% |
| NE62 | La Vista City, Nebraska | 0.6948539706% |
| NE63 | Lancaster County, Nebraska | 7.9530599340% |
| NE64 | Lexington City, Nebraska | 0.2672235840% |
| NE65 | Lincoln City, Nebraska | 8.9584993437% |
| NE66 | Lincoln County, Nebraska | 0.7588461895% |
| NE67 | Logan County, Nebraska | 0.0192253637% |
| NE68 | Loup County, Nebraska | 0.0163070224% |
| NE69 | Madison County, Nebraska | 1.0198085515% |
| NE70 | McPherson County, Nebraska | 0.0133651501% |
| NE71 | Merrick County, Nebraska | 0.5571149293% |
| NE72 | Morrill County, Nebraska | 0.2640807173% |
| NE73 | Nance County, Nebraska | 0.1820220392% |
| NE74 | Nemaha County, Nebraska | 0.5862140225% |
| NE75 | Norfolk City, Nebraska | 0.6855964607% |
| NE76 | North Platte City, Nebraska | 1.2668714124% |
| NE77 | Nuckolls County, Nebraska | 0.2606241030% |
| NE78 | Omaha City, Nebraska | 16.7836032733% |
| NE79 | Otoe County, Nebraska | 0.8114537890% |
| NE80 | Papillion City, Nebraska | 1.1943452635% |
| NE81 | Pawnee County, Nebraska | 0.2449303588% |
| NE82 | Perkins County, Nebraska | 0.0938742100% |
| NE83 | Phelps County, Nebraska | 0.4453164270% |
| NE84 | Pierce County, Nebraska | 0.2791606931% |
| NE85 | Platte County, Nebraska | 0.5054632790% |
| NE86 | Polk County, Nebraska | 0.2126035890% |
| NE87 | Red Willow County, Nebraska | 0.6782282985% |
| NE88 | Richardson County, Nebraska | 0.6780640713% |
| NE89 | Rock County, Nebraska | 0.0420632348% |
| NE90 | Saline County, Nebraska | 0.6431415318% |
| NE91 | Sarpy County, Nebraska | 4.1205096407% |
| NE92 | Saunders County, Nebraska | 0.9147340487% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|-------|-------------------------------|---------------|
| NE93 | Scotts Bluff County, Nebraska | 1.8428925654% |
| NE94 | Scottsbluff City, Nebraska | 0.5159537183% |
| NE95 | Seward County, Nebraska | 0.7637450614% |
| NE96 | Sheridan County, Nebraska | 0.1814092513% |
| NE97 | Sherman County, Nebraska | 0.1198260243% |
| NE98 | Sioux County, Nebraska | 0.0355730752% |
| NE99 | South Sioux City, Nebraska | 0.4431368628% |
| NE100 | Stanton County, Nebraska | 0.2162062918% |
| NE101 | Thayer County, Nebraska | 0.2059575361% |
| NE102 | Thomas County, Nebraska | 0.0173570958% |
| NE103 | Thurston County, Nebraska | 0.2564159657% |
| NE104 | Valley County, Nebraska | 0.3103957199% |
| NE105 | Washington County, Nebraska | 0.7878555706% |
| NE106 | Wayne County, Nebraska | 0.3510034608% |
| NE107 | Webster County, Nebraska | 0.1652355715% |
| NE108 | Wheeler County, Nebraska | 0.0210156849% |
| NE109 | York County, Nebraska | 0.8321939645% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|------|------------------------------|----------------|
| NV1 | Boulder City, Nevada | 0.3107009981% |
| NV2 | Carson City, Nevada | 2.3218259705% |
| NV3 | Churchill County, Nevada | 0.8235207168% |
| NV4 | Clark County, Nevada | 58.8769406541% |
| NV5 | Douglas County, Nevada | 1.4865476786% |
| NV6 | Elko City, Nevada | 0.2695156814% |
| NV7 | Elko County, Nevada | 0.7560895476% |
| NV8 | Ely City, Nevada | 0.0203818414% |
| NV9 | Esmeralda County, Nevada | 0.0080513258% |
| NV10 | Eureka County, Nevada | 0.0249820640% |
| NV11 | Fernley City, Nevada | 0.1752175442% |
| NV12 | Henderson City, Nevada | 4.1125125008% |
| NV13 | Humboldt County, Nevada | 0.3934458998% |
| NV14 | Lander County, Nevada | 0.1756629621% |
| NV15 | Las Vegas City, Nevada | 5.8501217347% |
| NV16 | Lincoln County, Nevada | 0.1403055252% |
| NV17 | Lyon County, Nevada | 1.1540884057% |
| NV18 | Mesquite City, Nevada | 0.2702977182% |
| NV19 | Mineral County, Nevada | 0.2376542842% |
| NV20 | North Las Vegas City, Nevada | 3.9470476958% |
| NV21 | Nye County, Nevada | 2.9075008157% |
| NV22 | Pershing County, Nevada | 0.1586758508% |
| NV23 | Reno City, Nevada | 4.3827493928% |
| NV24 | Sparks City, Nevada | 1.2865202258% |
| NV25 | Storey County, Nevada | 0.1042375046% |
| NV26 | Washoe County, Nevada | 9.2156770199% |
| NV27 | West Wendover City, Nevada | 0.0969051629% |
| NV28 | White Pine County, Nevada | 0.4928232787% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|------|------------------------------------|----------------|
| NH1 | Amherst Town, New Hampshire | 0.1790374673% |
| NH2 | Bedford Town, New Hampshire | 0.3936504808% |
| NH3 | Belknap County, New Hampshire | 1.9567644276% |
| NH4 | Belmont Town, New Hampshire | 0.1904054639% |
| NH5 | Berlin City, New Hampshire | 1.3709952706% |
| NH6 | Carroll County, New Hampshire | 3.4703987177% |
| NH7 | Cheshire County, New Hampshire | 3.5839760859% |
| NH8 | Claremont City, New Hampshire | 0.3683639593% |
| NH9 | Concord City, New Hampshire | 2.2595879479% |
| NH10 | Conway Town, New Hampshire | 0.3862721364% |
| NH11 | Coos County, New Hampshire | 1.5122267511% |
| NH12 | Derry Town, New Hampshire | 1.8769595144% |
| NH13 | Dover City, New Hampshire | 3.0576459834% |
| NH14 | Durham Town, New Hampshire | 0.2881020198% |
| NH15 | Exeter Town, New Hampshire | 0.6737274090% |
| NH16 | Franklin City, New Hampshire | 1.7479174481% |
| NH17 | Goffstown, New Hampshire | 0.3784700464% |
| NH18 | Grafton County, New Hampshire | 4.4308969200% |
| NH19 | Hampton Town, New Hampshire | 0.7358763999% |
| NH20 | Hanover Town, New Hampshire | 0.6123006298% |
| NH21 | Hillsborough County, New Hampshire | 3.9254388815% |
| NH22 | Hooksett Town, New Hampshire | 0.6675639148% |
| NH23 | Hudson Town, New Hampshire | 0.6950011728% |
| NH24 | Keene City, New Hampshire | 1.3761862063% |
| NH25 | Laconia City, New Hampshire | 2.5621024032% |
| NH26 | Lebanon City, New Hampshire | 1.0426624391% |
| NH27 | Londonderry Town, New Hampshire | 1.6138073938% |
| NH28 | Manchester City, New Hampshire | 13.8240646849% |
| NH29 | Merrimack County, New Hampshire | 6.9494167035% |
| NH30 | Merrimack Town, New Hampshire | 0.5966754639% |
| NH31 | Milford Town, New Hampshire | 0.1807176109% |
| NH32 | Nashua City, New Hampshire | 9.8959025124% |
| NH33 | Pelham Town, New Hampshire | 0.2388903043% |
| NH34 | Portsmouth City, New Hampshire | 5.9802341556% |
| NH35 | Raymond Town, New Hampshire | 0.2284643413% |
| NH36 | Rochester City, New Hampshire | 3.4618265089% |
| NH37 | Rockingham County, New Hampshire | 8.9313792575% |
| NH38 | Salem Town, New Hampshire | 1.7849749379% |
| NH39 | Somersworth City, New Hampshire | 1.5003334712% |
| NH40 | Strafford County, New Hampshire | 2.2198133145% |
| NH41 | Sullivan County, New Hampshire | 2.2968940888% |
| NH42 | Windham Town, New Hampshire | 0.5540751536% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|------|---------------------------------------|---------------|
| NJ1 | Aberdeen Township, New Jersey | 0.0797396894% |
| NJ2 | Asbury Park City, New Jersey | 0.3916349671% |
| NJ3 | Atlantic City, New Jersey | 1.2847690915% |
| NJ4 | Atlantic County, New Jersey | 2.8915764045% |
| NJ5 | Barneget Township, New Jersey | 0.1626638814% |
| NJ6 | Bayonne City, New Jersey | 0.8502340058% |
| NJ7 | Beachwood Borough, New Jersey | 0.0492329228% |
| NJ8 | Belleville Township, New Jersey | 0.0872090223% |
| NJ9 | Bellmawr Borough, New Jersey | 0.0640989992% |
| NJ10 | Bergen County, New Jersey | 4.9446361090% |
| NJ11 | Bergenfield Borough, New Jersey | 0.0618076073% |
| NJ12 | Berkeley Heights Township, New Jersey | 0.0272673062% |
| NJ13 | Berkeley Township, New Jersey | 0.2619731788% |
| NJ14 | Bernards Township, New Jersey | 0.0910577073% |
| NJ15 | Bloomfield Township, New Jersey | 0.1173874959% |
| NJ16 | Bordentown Township, New Jersey | 0.0545891482% |
| NJ17 | Bound Brook Borough, New Jersey | 0.0527105023% |
| NJ18 | Branchburg Township, New Jersey | 0.0561024563% |
| NJ19 | Brick Township, New Jersey | 0.5908193174% |
| NJ20 | Bridgeton City, New Jersey | 0.2079614154% |
| NJ21 | Bridgewater Township, New Jersey | 0.1828057629% |
| NJ22 | Burlington County, New Jersey | 4.4940916659% |
| NJ23 | Burlington Township, New Jersey | 0.1157900630% |
| NJ24 | Camden City, New Jersey | 1.6603828843% |
| NJ25 | Camden County, New Jersey | 6.8741218172% |
| NJ26 | Cape May County, New Jersey | 1.2842777540% |
| NJ27 | Carteret Borough, New Jersey | 0.1794847100% |
| NJ28 | Cedar Grove Township, New Jersey | 0.0187911021% |
| NJ29 | Chatham Township, New Jersey | 0.0498541051% |
| NJ30 | Cherry Hill Township, New Jersey | 0.3440044947% |
| NJ31 | Cinnaminson Township, New Jersey | 0.0701648926% |
| NJ32 | Clark Township, New Jersey | 0.0429898704% |
| NJ33 | Cliffside Park Borough, New Jersey | 0.1142449150% |
| NJ34 | Clifton City, New Jersey | 0.3535258812% |
| NJ35 | Clinton Town, New Jersey | 0.0294193343% |
| NJ36 | Clinton Township, New Jersey | 0.0799778554% |
| NJ37 | Collingswood Borough, New Jersey | 0.1128930571% |
| NJ38 | Cranford Township, New Jersey | 0.0684441330% |
| NJ39 | Cumberland County, New Jersey | 0.9862828059% |
| NJ40 | Delran Township, New Jersey | 0.0837486054% |
| NJ41 | Denville Township, New Jersey | 0.0795654377% |
| NJ42 | Deptford Township, New Jersey | 0.2200095463% |
| NJ43 | Dover Town, New Jersey | 0.1186530251% |
| NJ44 | Dumont Borough, New Jersey | 0.0403826120% |
| NJ45 | East Brunswick Township, New Jersey | 0.0972927881% |
| NJ46 | East Greenwich Township, New Jersey | 0.0212104162% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|------|---|---------------|
| NJ47 | East Hanover Township, New Jersey | 0.0890156417% |
| NJ48 | East Orange City, New Jersey | 1.2844844553% |
| NJ49 | East Windsor Township, New Jersey | 0.0422463462% |
| NJ50 | Eatontown Borough, New Jersey | 0.0974794194% |
| NJ51 | Edgewater Borough, New Jersey | 0.0546948904% |
| NJ52 | Edison Township, New Jersey | 2.4018132631% |
| NJ53 | Egg Harbor Township, New Jersey | 0.1572891336% |
| NJ54 | Elizabeth City, New Jersey | 0.7646308101% |
| NJ55 | Elmwood Park Borough, New Jersey | 0.0462435391% |
| NJ56 | Englewood City, New Jersey | 0.6429812736% |
| NJ57 | Essex County, New Jersey | 1.4898498664% |
| NJ58 | Evesham Township, New Jersey | 0.1745115947% |
| NJ59 | Ewing Township, New Jersey | 0.0839796907% |
| NJ60 | Fair Lawn Borough, New Jersey | 0.0699332916% |
| NJ61 | Fairview Borough, New Jersey | 0.0347025484% |
| NJ62 | Florence Township, New Jersey | 0.0676007282% |
| NJ63 | Florham Park Borough, New Jersey | 0.0674975182% |
| NJ64 | Fort Lee Borough, New Jersey | 0.1848366682% |
| NJ65 | Franklin Lakes Borough, New Jersey | 0.0273076336% |
| NJ66 | Franklin Township, Gloucester County, New Jersey | 0.0870963870% |
| NJ67 | Franklin Township, Somerset County, New Jersey | 0.3236022203% |
| NJ68 | Freehold Borough, New Jersey | 0.0816675723% |
| NJ69 | Freehold Township, New Jersey | 0.1512818556% |
| NJ70 | Galloway Township, New Jersey | 0.0846515634% |
| NJ71 | Garfield City, New Jersey | 0.0989196224% |
| NJ72 | Glassboro Borough, New Jersey | 0.1948186777% |
| NJ73 | Glen Rock Borough, New Jersey | 0.0253178060% |
| NJ74 | Gloucester City, New Jersey | 0.1325275640% |
| NJ75 | Gloucester County, New Jersey | 4.7022029491% |
| NJ76 | Gloucester Township, New Jersey | 0.3259502581% |
| NJ77 | Guttenberg Town, New Jersey | 0.0382186733% |
| NJ78 | Hackensack City, New Jersey | 0.2554139785% |
| NJ79 | Haddon Township, New Jersey | 0.0831057121% |
| NJ80 | Haddonfield Borough, New Jersey | 0.0710479214% |
| NJ81 | Hamilton Township, Atlantic County, New Jersey | 0.0939608561% |
| NJ82 | Hamilton Township, Mercer County, New Jersey | 0.1394262176% |
| NJ83 | Hammonton Town, New Jersey | 0.0463451547% |
| NJ84 | Hanover Township, New Jersey | 0.0711651990% |
| NJ85 | Harrison Town, New Jersey | 0.2059190684% |
| NJ86 | Harrison Township, New Jersey | 0.0478487561% |
| NJ87 | Hasbrouck Heights Borough, New Jersey | 0.0360845581% |
| NJ88 | Hawthorne Borough, New Jersey | 0.0380122534% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|-------|---|---------------|
| NJ89 | Hazlet Township, New Jersey | 0.0810519234% |
| NJ90 | Highland Park Borough, New Jersey | 0.0606246554% |
| NJ91 | Hillsborough Township, New Jersey | 0.1405113053% |
| NJ92 | Hillsdale Borough, New Jersey | 0.0247027667% |
| NJ93 | Hillside Township, New Jersey | 0.1085603967% |
| NJ94 | Hoboken City, New Jersey | 0.1803633309% |
| NJ95 | Holmdel Township, New Jersey | 0.1058875828% |
| NJ96 | Hopatcong Borough, New Jersey | 0.0677558479% |
| NJ97 | Hopewell Township, Mercer County, New Jersey | 0.0275878151% |
| NJ98 | Howell Township, New Jersey | 0.2067529072% |
| NJ99 | Hudson County, New Jersey | 0.9363280231% |
| NJ100 | Hunterdon County, New Jersey | 0.8037645396% |
| NJ101 | Irvington Township, New Jersey | 0.9244040630% |
| NJ102 | Jackson Township, New Jersey | 0.2670097394% |
| NJ103 | Jefferson Township, New Jersey | 0.0866198206% |
| NJ104 | Jersey City, New Jersey | 0.9916102863% |
| NJ105 | Kearny Town, New Jersey | 0.1071857960% |
| NJ106 | Lacey Township, New Jersey | 0.1502291236% |
| NJ107 | Lakewood Township, New Jersey | 0.7730028665% |
| NJ108 | Lawrence Township, Mercer County, New Jersey | 0.0644503163% |
| NJ109 | Lincoln Park Borough, New Jersey | 0.0595261565% |
| NJ110 | Linden City, New Jersey | 0.2495261821% |
| NJ111 | Lindenwold Borough, New Jersey | 0.1004455914% |
| NJ112 | Little Egg Harbor Township, New Jersey | 0.1465902816% |
| NJ113 | Little Falls Township, New Jersey | 0.0348320180% |
| NJ114 | Little Ferry Borough, New Jersey | 0.0258966914% |
| NJ115 | Livingston Township, New Jersey | 0.0484285793% |
| NJ116 | Lodi Borough, New Jersey | 0.1078340351% |
| NJ117 | Long Branch City, New Jersey | 0.5243184480% |
| NJ118 | Lower Township, New Jersey | 0.0710329159% |
| NJ119 | Lumberton Township, New Jersey | 0.0461973502% |
| NJ120 | Lyndhurst Township, New Jersey | 0.0645354727% |
| NJ121 | Madison Borough, New Jersey | 0.1424930674% |
| NJ122 | Mahwah Township, New Jersey | 0.0610985020% |
| NJ123 | Manalapan Township, New Jersey | 0.1318410608% |
| NJ124 | Manchester Township, New Jersey | 0.2136801182% |
| NJ125 | Mantua Township, New Jersey | 0.0853984170% |
| NJ126 | Manville Borough, New Jersey | 0.0574532358% |
| NJ127 | Maple Shade Township, New Jersey | 0.1058088976% |
| NJ128 | Maplewood Township, New Jersey | 0.0589307182% |
| NJ129 | Marlboro Township, New Jersey | 0.1588151495% |
| NJ130 | Medford Township, New Jersey | 0.1130775783% |
| NJ131 | Mercer County, New Jersey | 1.1117204895% |
| NJ132 | Metuchen Borough, New Jersey | 0.0339468322% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|-------|---|---------------|
| NJ133 | Middle Township, New Jersey | 0.0695160908% |
| NJ134 | Middlesex Borough, New Jersey | 0.0317606196% |
| NJ135 | Middlesex County, New Jersey | 2.2387299770% |
| NJ136 | Middletown Township, New Jersey | 0.3292948041% |
| NJ137 | Millburn Township, New Jersey | 0.0627532842% |
| NJ138 | Millstone Township, New Jersey | 0.0066098909% |
| NJ139 | Millville City, New Jersey | 0.2397981412% |
| NJ140 | Monmouth County, New Jersey | 4.4617935668% |
| NJ141 | Monroe Township, Gloucester County, New Jersey | 0.2271632002% |
| NJ142 | Monroe Township, Middlesex County, New Jersey | 0.1024216796% |
| NJ143 | Montclair Township, New Jersey | 0.5843666564% |
| NJ144 | Montgomery Township, New Jersey | 0.0805666350% |
| NJ145 | Montville Township, New Jersey | 0.0902727303% |
| NJ146 | Moorestown Township, New Jersey | 0.1000871936% |
| NJ147 | Morris County, New Jersey | 2.3575766204% |
| NJ148 | Morris Township, New Jersey | 0.1125747053% |
| NJ149 | Morristown, New Jersey | 0.2369807115% |
| NJ150 | Mount Laurel Township, New Jersey | 0.1725831491% |
| NJ151 | Mount Olive Township, New Jersey | 0.1068809023% |
| NJ152 | Neptune Township, New Jersey | 0.2450351195% |
| NJ153 | New Brunswick City, New Jersey | 1.8327331194% |
| NJ154 | New Milford Borough, New Jersey | 0.0368443070% |
| NJ155 | New Providence Borough, New Jersey | 0.0258412178% |
| NJ156 | Newark City, New Jersey | 1.7760400546% |
| NJ157 | North Arlington Borough, New Jersey | 0.0408890956% |
| NJ158 | North Bergen Township, New Jersey | 0.1110635074% |
| NJ159 | North Brunswick Township, New Jersey | 0.1217197343% |
| NJ160 | North Plainfield Borough, New Jersey | 0.1454941742% |
| NJ161 | Nutley Township, New Jersey | 0.0574061090% |
| NJ162 | Oakland Borough, New Jersey | 0.0335231134% |
| NJ163 | Ocean City, New Jersey | 0.1910428164% |
| NJ164 | Ocean County, New Jersey | 4.9497293624% |
| NJ165 | Ocean Township, Monmouth County, New Jersey | 0.1387263032% |
| NJ166 | Old Bridge Township, New Jersey | 0.1263966779% |
| NJ167 | Orange City Township, New Jersey | 0.5609302630% |
| NJ168 | Palisades Park Borough, New Jersey | 0.0366345109% |
| NJ169 | Paramus Borough, New Jersey | 0.1129786355% |
| NJ170 | Parsippany-Troy Hills Township, New Jersey | 0.2342890939% |
| NJ171 | Passaic City, New Jersey | 0.4984612868% |
| NJ172 | Passaic County, New Jersey | 2.1805505203% |
| NJ173 | Paterson City, New Jersey | 0.9805526614% |
| NJ174 | Pemberton Township, New Jersey | 0.1182059071% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|-------|--|---------------|
| NJ175 | Pennsauken Township, New Jersey | 0.3221185950% |
| NJ176 | Pennsville Township, New Jersey | 0.0340920576% |
| NJ177 | Pequannock Township, New Jersey | 0.0769477223% |
| NJ178 | Perth Amboy City, New Jersey | 0.3436749356% |
| NJ179 | Phillipsburg Town, New Jersey | 0.1544595119% |
| NJ180 | Pine Hill Borough, New Jersey | 0.0482528270% |
| NJ181 | Piscataway Township, New Jersey | 0.1067019613% |
| NJ182 | Plainfield City, New Jersey | 0.3012229667% |
| NJ183 | Plainsboro Township, New Jersey | 0.0503298743% |
| NJ184 | Pleasantville City, New Jersey | 0.1421175070% |
| NJ185 | Point Pleasant Borough, New Jersey | 0.1109970141% |
| NJ186 | Pompton Lakes Borough, New Jersey | 0.0290573727% |
| NJ187 | Princeton, New Jersey | 0.0503970240% |
| NJ188 | Rahway City, New Jersey | 0.1444485698% |
| NJ189 | Ramsey Borough, New Jersey | 0.0402523452% |
| NJ190 | Randolph Township, New Jersey | 0.0853331898% |
| NJ191 | Raritan Township, New Jersey | 0.1071670391% |
| NJ192 | Readington Township, New Jersey | 0.0850076166% |
| NJ193 | Red Bank Borough, New Jersey | 0.1420636747% |
| NJ194 | Ridgefield Borough, New Jersey | 0.0201153405% |
| NJ195 | Ridgefield Park Village, New Jersey | 0.0392827532% |
| NJ196 | Ridgewood Village, New Jersey | 0.0849185213% |
| NJ197 | Ringwood Borough, New Jersey | 0.0309822545% |
| NJ198 | River Edge Borough, New Jersey | 0.0266057498% |
| NJ199 | Robbinsville Township, New Jersey | 0.0338593312% |
| NJ200 | Rockaway Township, New Jersey | 0.1290497970% |
| NJ201 | Roselle Borough, New Jersey | 0.0912325687% |
| NJ202 | Roselle Park Borough, New Jersey | 0.0316673040% |
| NJ203 | Roxbury Township, New Jersey | 0.1057717120% |
| NJ204 | Rutherford Borough, New Jersey | 0.0459830524% |
| NJ205 | Saddle Brook Township, New Jersey | 0.0390656888% |
| NJ206 | Salem County, New Jersey | 0.9344056735% |
| NJ207 | Sayreville Borough, New Jersey | 0.1477057086% |
| NJ208 | Scotch Plains Township, New Jersey | 0.0484433504% |
| NJ209 | Secaucus Town, New Jersey | 0.0516659295% |
| NJ210 | Somers Point City, New Jersey | 0.0439926621% |
| NJ211 | Somerset County, New Jersey | 1.4647125488% |
| NJ212 | Somerville Borough, New Jersey | 0.0756287358% |
| NJ213 | South Brunswick Township, New Jersey | 0.1037777110% |
| NJ214 | South Orange Village Township, New Jersey | 0.0488891085% |
| NJ215 | South Plainfield Borough, New Jersey | 0.0899775902% |
| NJ216 | South River Borough, New Jersey | 0.0421568288% |
| NJ217 | Southampton Township, New Jersey | 0.0127996268% |
| NJ218 | Sparta Township, New Jersey | 0.1069549921% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|-------|---|---------------|
| NJ219 | Springfield Township, Union County, New Jersey | 0.0573437423% |
| NJ220 | Stafford Township, New Jersey | 0.2155115906% |
| NJ221 | Summit City, New Jersey | 0.5428090174% |
| NJ222 | Sussex County, New Jersey | 1.2735318221% |
| NJ223 | Teaneck Township, New Jersey | 0.1723477966% |
| NJ224 | Tenafly Borough, New Jersey | 0.0450713724% |
| NJ225 | Tinton Falls Borough, New Jersey | 0.0881640307% |
| NJ226 | Toms River Township, New Jersey | 0.5620940829% |
| NJ227 | Totowa Borough, New Jersey | 0.0342545863% |
| NJ228 | Trenton City, New Jersey | 1.9352906929% |
| NJ229 | Union City, New Jersey | 0.9841875644% |
| NJ230 | Union County, New Jersey | 1.7400474523% |
| NJ231 | Union Township, Union County, New Jersey | 0.2247240506% |
| NJ232 | Upper Township, New Jersey | 0.0173930552% |
| NJ233 | Vernon Township, New Jersey | 0.0783616187% |
| NJ234 | Verona Township, New Jersey | 0.0234318917% |
| NJ235 | Vineland City, New Jersey | 0.5000169856% |
| NJ236 | Voorhees Township, New Jersey | 0.1406021825% |
| NJ237 | Waldwick Borough, New Jersey | 0.0421770394% |
| NJ238 | Wall Township, New Jersey | 0.1650847899% |
| NJ239 | Wallington Borough, New Jersey | 0.0235956865% |
| NJ240 | Wanaque Borough, New Jersey | 0.0311245257% |
| NJ241 | Wantage Township, New Jersey | 0.0091403397% |
| NJ242 | Warren County, New Jersey | 1.0382472049% |
| NJ243 | Warren Township, New Jersey | 0.0736326246% |
| NJ244 | Washington Township, Gloucester County, New Jersey | 0.2470375143% |
| NJ245 | Washington Township, Morris County, New Jersey | 0.0524274135% |
| NJ246 | Waterford Township, New Jersey | 0.0648566849% |
| NJ247 | Wayne Township, New Jersey | 0.1724444886% |
| NJ248 | Weehawken Township, New Jersey | 0.0282451513% |
| NJ249 | West Caldwell Township, New Jersey | 0.0246748189% |
| NJ250 | West Deptford Township, New Jersey | 0.1402059895% |
| NJ251 | West Milford Township, New Jersey | 0.0644752630% |
| NJ252 | West New York Town, New Jersey | 0.6157331463% |
| NJ253 | West Orange Township, New Jersey | 0.1051193933% |
| NJ254 | West Windsor Township, New Jersey | 0.0458605228% |
| NJ255 | Westfield Town, New Jersey | 0.0887745684% |
| NJ256 | Westwood Borough, New Jersey | 0.0348328152% |
| NJ257 | Willingboro Township, New Jersey | 0.2091808026% |
| NJ258 | Winslow Township, New Jersey | 0.1817978600% |
| NJ259 | Woodbridge Township, New Jersey | 0.3688029685% |
| NJ260 | Woodland Park Borough, New Jersey | 0.0292498655% |

Allocations are subject to change pursuant to a State-Subdivision Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.

| | | |
|-------|-------------------------------|---------------|
| NJ261 | Woolwich Township, New Jersey | 0.0599291958% |
| NJ262 | Wyckoff Township, New Jersey | 0.0296665036% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|------|-------------------------------|----------------|
| NM1 | Alamogordo City, New Mexico | 0.9683526415% |
| NM2 | Albuquerque City, New Mexico | 26.1703568498% |
| NM3 | Artesia City, New Mexico | 0.5562791550% |
| NM4 | Bernalillo County, New Mexico | 15.2005970834% |
| NM5 | Bernalillo Town, New Mexico | 0.2863480762% |
| NM6 | Carlsbad City, New Mexico | 0.8261484924% |
| NM7 | Catron County, New Mexico | 0.1129940051% |
| NM8 | Chaves County, New Mexico | 1.0935494443% |
| NM9 | Cibola County, New Mexico | 0.7723148257% |
| NM10 | Clovis City, New Mexico | 0.9103511516% |
| NM11 | Colfax County, New Mexico | 0.7448541610% |
| NM12 | Curry County, New Mexico | 0.4952954732% |
| NM13 | De Baca County, New Mexico | 0.0650725663% |
| NM14 | Deming City, New Mexico | 0.2484870948% |
| NM15 | Dona Ana County, New Mexico | 4.1009817203% |
| NM16 | Eddy County, New Mexico | 1.2155709374% |
| NM17 | Española City, New Mexico | 1.0869232440% |
| NM18 | Farmington City, New Mexico | 1.4120396740% |
| NM19 | Gallup City, New Mexico | 0.7722895935% |
| NM20 | Grant County, New Mexico | 1.8057321396% |
| NM21 | Guadalupe County, New Mexico | 0.1869187026% |
| NM22 | Harding County, New Mexico | 0.0102668257% |
| NM23 | Hidalgo County, New Mexico | 0.1965507765% |
| NM24 | Hobbs City, New Mexico | 0.5477699843% |
| NM25 | Las Cruces City, New Mexico | 2.7789710876% |
| NM26 | Las Vegas City, New Mexico | 0.9509305850% |
| NM27 | Lea County, New Mexico | 1.3193643533% |
| NM28 | Lincoln County, New Mexico | 1.2208675842% |
| NM29 | Los Alamos County, New Mexico | 0.5915454490% |
| NM30 | Los Lunas Village, New Mexico | 1.0566950725% |
| NM31 | Lovington City, New Mexico | 0.1729179347% |
| NM32 | Luna County, New Mexico | 0.5889582326% |
| NM33 | McKinley County, New Mexico | 1.0214669791% |
| NM34 | Mora County, New Mexico | 0.1903934157% |
| NM35 | Otero County, New Mexico | 1.6062640137% |
| NM36 | Portales City, New Mexico | 0.2248670805% |
| NM37 | Quay County, New Mexico | 0.4733520608% |
| NM38 | Rio Arriba County, New Mexico | 3.5113726662% |
| NM39 | Rio Rancho City, New Mexico | 2.3456255907% |
| NM40 | Roosevelt County, New Mexico | 0.3148139409% |
| NM41 | Roswell City, New Mexico | 1.4423383265% |
| NM42 | San Juan County, New Mexico | 2.4064498445% |
| NM43 | San Miguel County, New Mexico | 0.7151901194% |
| NM44 | Sandoval County, New Mexico | 1.9253935060% |
| NM45 | Santa Fe City, New Mexico | 4.5408953413% |
| NM46 | Santa Fe County, New Mexico | 3.5143193357% |

Allocations are subject to change pursuant to a State-Subdivision Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.

| | | |
|------|-------------------------------|----------------------|
| NM47 | Sierra County, New Mexico | 1.0308488455% |
| NM48 | Socorro County, New Mexico | 0.7363065077% |
| NM49 | Sunland Park City, New Mexico | 0.2012417097% |
| NM50 | Taos County, New Mexico | 1.7429125688% |
| NM51 | Torrance County, New Mexico | 0.7071523256% |
| NM52 | Union County, New Mexico | 0.1108929666% |
| NM53 | Valencia County, New Mexico | <u>2.7716079380%</u> |

Allocations are subject to change pursuant to a State-Subdivision Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.

| | |
|------|------------------------------|
| NY1 | Albany City, New York |
| NY2 | Albany County, New York |
| NY3 | Allegany County, New York |
| NY4 | Broome County, New York |
| NY5 | Buffalo City, New York |
| NY6 | Cattaraugus County, New York |
| NY7 | Cayuga County, New York |
| NY8 | Chautauqua County, New York |
| NY9 | Chemung County, New York |
| NY10 | Chenango County, New York |
| NY11 | Clinton County, New York |
| NY12 | Columbia County, New York |
| NY13 | Cortland County, New York |
| NY14 | Delaware County, New York |
| NY15 | Dutchess County, New York |
| NY16 | Erie County, New York |
| NY17 | Essex County, New York |
| NY18 | Franklin County, New York |
| NY19 | Fulton County, New York |
| NY20 | Genesee County, New York |
| NY21 | Greene County, New York |
| NY22 | Hamilton County, New York |
| NY23 | Herkimer County, New York |
| NY24 | Jefferson County, New York |
| NY25 | Lewis County, New York |
| NY26 | Livingston County, New York |
| NY27 | Madison County, New York |
| NY28 | Monroe County, New York |
| NY29 | Montgomery County, New York |
| NY30 | Nassau County, New York |
| NY31 | New York City, New York |
| NY32 | Niagara County, New York |
| NY33 | Oneida County, New York |
| NY34 | Onondaga County, New York |
| NY35 | Ontario County, New York |
| NY36 | Orange County, New York |
| NY37 | Orleans County, New York |
| NY38 | Oswego County, New York |
| NY39 | Otsego County, New York |
| NY40 | Putnam County, New York |
| NY41 | Rensselaer County, New York |
| NY42 | Rochester City, New York |
| NY43 | Rockland County, New York |
| NY44 | Saratoga County, New York |
| NY45 | Schenectady County, New York |

Allocations in New York will be made in accordance with the New York Agreement.

Allocations are subject to change pursuant to a State-Subdivision Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.

| | |
|------|------------------------------|
| NY46 | Schoharie County, New York |
| NY47 | Schuyler County, New York |
| NY48 | Seneca County, New York |
| NY49 | St Lawrence County, New York |
| NY50 | Steuben County, New York |
| NY51 | Suffolk County, New York |
| NY52 | Sullivan County, New York |
| NY53 | Syracuse City, New York |
| NY54 | Tioga County, New York |
| NY55 | Tompkins County, New York |
| NY56 | Ulster County, New York |
| NY57 | Warren County, New York |
| NY58 | Washington County, New York |
| NY59 | Wayne County, New York |
| NY60 | Westchester County, New York |
| NY61 | Wyoming County, New York |
| NY62 | Yates County, New York |
| NY63 | Yonkers City, New York |

Allocations in New York will be made in accordance with the New York Agreement.

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|------|-----------------------------------|---------------|
| NC1 | Alamance County, North Carolina | 1.3780289676% |
| NC2 | Alexander County, North Carolina | 0.5100078796% |
| NC3 | Alleghany County, North Carolina | 0.1490905989% |
| NC4 | Anson County, North Carolina | 0.1821929604% |
| NC5 | Ashe County, North Carolina | 0.3386391883% |
| NC6 | Asheville City, North Carolina | 0.2358147243% |
| NC7 | Avery County, North Carolina | 0.2659967669% |
| NC8 | Beaufort County, North Carolina | 0.4778884349% |
| NC9 | Bertie County, North Carolina | 0.1394685751% |
| NC10 | Bladen County, North Carolina | 0.4292178095% |
| NC11 | Brunswick County, North Carolina | 2.1132385076% |
| NC12 | Buncombe County, North Carolina | 2.5115878573% |
| NC13 | Burke County, North Carolina | 2.0901968270% |
| NC14 | Cabarrus County, North Carolina | 1.6695734466% |
| NC15 | Caldwell County, North Carolina | 1.2763011462% |
| NC16 | Camden County, North Carolina | 0.0730364004% |
| NC17 | Canton Town, North Carolina | 0.0114538232% |
| NC18 | Carteret County, North Carolina | 1.1284655939% |
| NC19 | Cary Town, North Carolina | 0.1441516454% |
| NC20 | Caswell County, North Carolina | 0.1729202375% |
| NC21 | Catawba County, North Carolina | 2.0726952227% |
| NC22 | Charlotte City, North Carolina | 1.2474838144% |
| NC23 | Chatham County, North Carolina | 0.4498143831% |
| NC24 | Cherokee County, North Carolina | 0.7827591529% |
| NC25 | Chowan County, North Carolina | 0.1137055961% |
| NC26 | Clay County, North Carolina | 0.2244299489% |
| NC27 | Cleveland County, North Carolina | 1.1199280277% |
| NC28 | Columbus County, North Carolina | 1.2209369390% |
| NC29 | Concord City, North Carolina | 0.2274558703% |
| NC30 | Craven County, North Carolina | 1.3368601902% |
| NC31 | Cumberland County, North Carolina | 2.6372996596% |
| NC32 | Currituck County, North Carolina | 0.1867785513% |
| NC33 | Dare County, North Carolina | 0.5331267313% |
| NC34 | Davidson County, North Carolina | 1.9402695304% |
| NC35 | Davie County, North Carolina | 0.5131475269% |
| NC36 | Duplin County, North Carolina | 0.3827851474% |
| NC37 | Durham City, North Carolina | 0.3804050267% |
| NC38 | Durham County, North Carolina | 1.7979943624% |
| NC39 | Edgecombe County, North Carolina | 0.4171019390% |
| NC40 | Fayetteville City, North Carolina | 0.3097690552% |
| NC41 | Forsyth County, North Carolina | 3.0684508095% |
| NC42 | Franklin County, North Carolina | 0.5005036433% |
| NC43 | Gaston County, North Carolina | 3.0981738869% |
| NC44 | Gastonia City, North Carolina | 0.2577638238% |
| NC45 | Gates County, North Carolina | 0.0795675166% |
| NC46 | Graham County, North Carolina | 0.1834845617% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|------|------------------------------------|---------------|
| NC47 | Granville County, North Carolina | 0.5901034093% |
| NC48 | Greene County, North Carolina | 0.1232748186% |
| NC49 | Greensboro City, North Carolina | 0.5273916964% |
| NC50 | Greenville City, North Carolina | 0.1626564747% |
| NC51 | Guilford County, North Carolina | 3.3750152311% |
| NC52 | Halifax County, North Carolina | 0.4531611740% |
| NC53 | Harnett County, North Carolina | 0.9889807722% |
| NC54 | Haywood County, North Carolina | 0.8033151101% |
| NC55 | Henderson City, North Carolina | 0.0322534788% |
| NC56 | Henderson County, North Carolina | 1.3815950870% |
| NC57 | Hertford County, North Carolina | 0.2068430501% |
| NC58 | Hickory City, North Carolina | 0.0948758357% |
| NC59 | High Point City, North Carolina | 0.2064287629% |
| NC60 | Hoke County, North Carolina | 0.3324858046% |
| NC61 | Hyde County, North Carolina | 0.0272373541% |
| NC62 | Iredell County, North Carolina | 2.1159313745% |
| NC63 | Jackson County, North Carolina | 0.5077577313% |
| NC64 | Jacksonville City, North Carolina | 0.0950098698% |
| NC65 | Johnston County, North Carolina | 1.2508874682% |
| NC66 | Jones County, North Carolina | 0.0879669870% |
| NC67 | Lee County, North Carolina | 0.6531156836% |
| NC68 | Lenoir County, North Carolina | 0.6042825926% |
| NC69 | Lincoln County, North Carolina | 0.9268336271% |
| NC70 | Macon County, North Carolina | 0.2377764961% |
| NC71 | Madison County, North Carolina | 0.2328822206% |
| NC72 | Martin County, North Carolina | 0.5875445765% |
| NC73 | McDowell County, North Carolina | 0.4667676661% |
| NC74 | Mecklenburg County, North Carolina | 5.0383012599% |
| NC75 | Mitchell County, North Carolina | 0.3093141516% |
| NC76 | Montgomery County, North Carolina | 0.2260505430% |
| NC77 | Moore County, North Carolina | 0.9717391128% |
| NC78 | Nash County, North Carolina | 0.8456536396% |
| NC79 | New Hanover County, North Carolina | 2.8972648920% |
| NC80 | Northampton County, North Carolina | 0.1209962389% |
| NC81 | Onslow County, North Carolina | 1.6440013647% |
| NC82 | Orange County, North Carolina | 1.0558394190% |
| NC83 | Pamlico County, North Carolina | 0.1199361510% |
| NC84 | Pasquotank County, North Carolina | 0.3748162108% |
| NC85 | Pender County, North Carolina | 0.5857493319% |
| NC86 | Perquimans County, North Carolina | 0.1118331803% |
| NC87 | Person County, North Carolina | 0.4030242967% |
| NC88 | Pitt County, North Carolina | 1.3690080664% |
| NC89 | Polk County, North Carolina | 0.2661429860% |
| NC90 | Raleigh City, North Carolina | 0.5667246127% |
| NC91 | Randolph County, North Carolina | 1.5254339862% |
| NC92 | Richmond County, North Carolina | 0.7491328400% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|-------|-------------------------------------|---------------|
| NC93 | Robeson County, North Carolina | 1.3597353436% |
| NC94 | Rockingham County, North Carolina | 1.3653688375% |
| NC95 | Rowan County, North Carolina | 2.3352192879% |
| NC96 | Rutherford County, North Carolina | 0.9289416180% |
| NC97 | Sampson County, North Carolina | 0.6195137405% |
| NC98 | Scotland County, North Carolina | 0.4491482742% |
| NC99 | Stanly County, North Carolina | 0.7249742086% |
| NC100 | Stokes County, North Carolina | 0.6239531124% |
| NC101 | Surry County, North Carolina | 1.4108267061% |
| NC102 | Swain County, North Carolina | 0.2811629286% |
| NC103 | Transylvania County, North Carolina | 0.4975955095% |
| NC104 | Tyrrell County, North Carolina | 0.0414409072% |
| NC105 | Union County, North Carolina | 1.4667026799% |
| NC106 | Vance County, North Carolina | 0.5362582553% |
| NC107 | Wake County, North Carolina | 4.9024556672% |
| NC108 | Warren County, North Carolina | 0.1063905835% |
| NC109 | Washington County, North Carolina | 0.0747707205% |
| NC110 | Watauga County, North Carolina | 0.4696757999% |
| NC111 | Wayne County, North Carolina | 0.9706993331% |
| NC112 | Wilkes County, North Carolina | 1.9971771606% |
| NC113 | Wilmington City, North Carolina | 0.1194974940% |
| NC114 | Wilson County, North Carolina | 0.6464708415% |
| NC115 | Winston-Salem City, North Carolina | 0.4944599238% |
| NC116 | Yadkin County, North Carolina | 0.5621471451% |
| NC117 | Yancey County, North Carolina | 0.3821149769% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|------|------------------------------------|----------------|
| ND1 | Adams County, North Dakota | 0.3266859369% |
| ND2 | Barnes County, North Dakota | 1.1596409120% |
| ND3 | Benson County, North Dakota | 0.8243618844% |
| ND4 | Billings County, North Dakota | 0.0531198558% |
| ND5 | Bismarck City, North Dakota | 7.8720018475% |
| ND6 | Bottineau County, North Dakota | 0.6564106964% |
| ND7 | Bowman County, North Dakota | 0.3537618912% |
| ND8 | Burke County, North Dakota | 0.1340272238% |
| ND9 | Burleigh County, North Dakota | 5.9258321732% |
| ND10 | Cass County, North Dakota | 9.2593207065% |
| ND11 | Cavalier County, North Dakota | 0.4775832577% |
| ND12 | Devils Lake City, North Dakota | 0.3622623619% |
| ND13 | Dickey County, North Dakota | 0.6064663883% |
| ND14 | Dickinson City, North Dakota | 1.0573324109% |
| ND15 | Divide County, North Dakota | 0.1925705034% |
| ND16 | Dunn County, North Dakota | 0.5017615248% |
| ND17 | Eddy County, North Dakota | 0.2227970127% |
| ND18 | Emmons County, North Dakota | 0.7218887252% |
| ND19 | Fargo City, North Dakota | 12.8639966005% |
| ND20 | Foster County, North Dakota | 0.3938546507% |
| ND21 | Golden Valley County, North Dakota | 0.2278631874% |
| ND22 | Grand Forks City, North Dakota | 7.1999971538% |
| ND23 | Grand Forks County, North Dakota | 5.4639296523% |
| ND24 | Grant County, North Dakota | 0.2093626818% |
| ND25 | Griggs County, North Dakota | 0.2073426807% |
| ND26 | Hettinger County, North Dakota | 0.2096684753% |
| ND27 | Jamestown City, North Dakota | 0.7024664288% |
| ND28 | Kidder County, North Dakota | 0.3074782839% |
| ND29 | La Moure County, North Dakota | 0.3036088203% |
| ND30 | Lisbon City, North Dakota | 0.1372424658% |
| ND31 | Logan County, North Dakota | 0.1641331799% |
| ND32 | Mandan City, North Dakota | 1.1262932510% |
| ND33 | McHenry County, North Dakota | 0.3973374621% |
| ND34 | McIntosh County, North Dakota | 0.2870077627% |
| ND35 | McKenzie County, North Dakota | 1.2312553926% |
| ND36 | McLean County, North Dakota | 1.1384661837% |
| ND37 | Mercer County, North Dakota | 1.1241071216% |
| ND38 | Minot City, North Dakota | 2.8909627339% |
| ND39 | Morton County, North Dakota | 2.6703636118% |
| ND40 | Mountrail County, North Dakota | 1.1142893867% |
| ND41 | Nelson County, North Dakota | 0.4740975060% |
| ND42 | Oliver County, North Dakota | 0.2228234756% |
| ND43 | Pembina County, North Dakota | 1.2530005434% |
| ND44 | Pierce County, North Dakota | 0.7284574044% |
| ND45 | Ramsey County, North Dakota | 1.2734343106% |
| ND46 | Ransom County, North Dakota | 0.6183673413% |

Allocations are subject to change pursuant to a State-Subdivision Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.

| | | |
|------|-------------------------------|---------------|
| ND47 | Renville County, North Dakota | 0.2860845016% |
| ND48 | Richland County, North Dakota | 2.4309493698% |
| ND49 | Rolette County, North Dakota | 1.8198034592% |
| ND50 | Sargent County, North Dakota | 0.5773674924% |
| ND51 | Sheridan County, North Dakota | 0.0895886685% |
| ND52 | Sioux County, North Dakota | 0.6666209643% |
| ND53 | Slope County, North Dakota | 0.0470907257% |
| ND54 | Stark County, North Dakota | 3.3526741338% |
| ND55 | Steele County, North Dakota | 0.2434939387% |
| ND56 | Stutsman County, North Dakota | 1.9758860377% |
| ND57 | Towner County, North Dakota | 0.1807489391% |
| ND58 | Traill County, North Dakota | 1.0587643476% |
| ND59 | Walsh County, North Dakota | 2.0521094729% |
| ND60 | Ward County, North Dakota | 3.4849842097% |
| ND61 | Wells County, North Dakota | 0.4346604383% |
| ND62 | West Fargo City, North Dakota | 1.8417059171% |
| ND63 | Williams County, North Dakota | 2.3067369406% |
| ND64 | Williston City, North Dakota | 1.5016973817% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|------|--|---------------|
| OH1 | Aberdeen Village, Ohio | 0.0087437716% |
| OH2 | Ada Village, Ohio | 0.0077636351% |
| OH3 | Adams County, Ohio | 0.3473544585% |
| OH4 | Adams Township, Champaign County, Ohio | 0.0001374611% |
| OH5 | Adams Township, Clinton County, Ohio | 0.0003122525% |
| OH6 | Adams Township, Darke County, Ohio | 0.0016731027% |
| OH7 | Adams Township, Monroe County, Ohio | 0.0000311703% |
| OH8 | Adams Township, Muskingum County, Ohio | 0.0001003092% |
| OH9 | Adams Township, Seneca County, Ohio | 0.0003810303% |
| OH10 | Adams Township, Washington County, Ohio | 0.0001169753% |
| OH11 | Adamsville Village, Ohio | 0.0000910884% |
| OH12 | Addyston Village, Ohio | 0.0025217854% |
| OH13 | Adelphi Village, Ohio | 0.0020068066% |
| OH14 | Adena Village, Ohio | 0.0003568983% |
| OH15 | Aid Township, Ohio | 0.0003303244% |
| OH16 | Akron City, Ohio | 0.8812077621% |
| OH17 | Albany Village, Ohio | 0.0019488925% |
| OH18 | Alexander Township, Ohio | 0.0001250626% |
| OH19 | Alexandria Village, Ohio | 0.0005560173% |
| OH20 | Alger Village, Ohio | 0.0005166462% |
| OH21 | Allen County, Ohio | 0.4092999560% |
| OH22 | Allen Township, Darke County, Ohio | 0.0006643202% |
| OH23 | Allen Township, Hancock County, Ohio | 0.0005903230% |
| OH24 | Allen Township, Ottawa County, Ohio | 0.0005976710% |
| OH25 | Allen Township, Union County, Ohio | 0.0028518922% |
| OH26 | Alliance City, Ohio | 0.0889490116% |
| OH27 | Amanda Township, Fairfield County, Ohio | 0.0018577114% |
| OH28 | Amanda Township, Hancock County, Ohio | 0.0001616361% |
| OH29 | Amanda Village, Ohio | 0.0005782400% |
| OH30 | Amberley Village, Ohio | 0.0192140009% |
| OH31 | Amboy Township, Ohio | 0.0017244001% |
| OH32 | Amelia Village, Ohio | 0.0138770427% |
| OH33 | American Township, Ohio | 0.0193901533% |
| OH34 | Ames Township, Ohio | 0.0004272973% |
| OH35 | Amesville Village, Ohio | 0.0000937970% |
| OH36 | Amherst City, Ohio | 0.0344767089% |
| OH37 | Amherst Township, Ohio | 0.0134400730% |
| OH38 | Amsterdam Village, Ohio | 0.0003984552% |
| OH39 | Anderson Township, Ohio | 0.0760877775% |
| OH40 | Andover Township, Ohio | 0.0010566751% |
| OH41 | Andover Village, Ohio | 0.0040505880% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|------|---|---------------|
| OH42 | Anna Village, Ohio | 0.0028751504% |
| OH43 | Ansonia Village, Ohio | 0.0014885693% |
| OH44 | Antioch Village, Ohio | 0.0000311703% |
| OH45 | Antwerp Village, Ohio | 0.0009282725% |
| OH46 | Apple Creek Village, Ohio | 0.0004832518% |
| OH47 | Aquilla Village, Ohio | 0.0000095709% |
| OH48 | Arcadia Village, Ohio | 0.0000210830% |
| OH49 | Arcanum Village, Ohio | 0.0034200188% |
| OH50 | Archbold Village, Ohio | 0.0168893369% |
| OH51 | Arlington Heights Village, Ohio | 0.0024048815% |
| OH52 | Arlington Village, Ohio | 0.0017280808% |
| OH53 | Ashland City, Ohio | 0.0677959091% |
| OH54 | Ashland County, Ohio | 0.2064379332% |
| OH55 | Ashley Village, Ohio | 0.0012125812% |
| OH56 | Ashtabula City, Ohio | 0.0931048204% |
| OH57 | Ashtabula County, Ohio | 0.7429130666% |
| OH58 | Ashtabula Township, Ohio | 0.0174821031% |
| OH59 | Ashville Village, Ohio | 0.0024582550% |
| OH60 | Athalia Village, Ohio | 0.0000173855% |
| OH61 | Athens City, Ohio | 0.0700871751% |
| OH62 | Athens County, Ohio | 0.4584170235% |
| OH63 | Athens Township, Athens County, Ohio | 0.0025846274% |
| | Athens Township, Harrison County, Ohio | 0.0003148983% |
| OH64 | | |
| OH65 | Attica Village, Ohio | 0.0007921419% |
| OH66 | Atwater Township, Ohio | 0.0004753019% |
| OH67 | Auburn Township, Crawford County, Ohio | 0.0007613308% |
| | Auburn Township, Geauga County, Ohio | 0.0067953249% |
| OH68 | | |
| OH69 | Auburn Township, Tuscarawas County, Ohio | 0.0000098536% |
| | | |
| OH70 | Auglaize County, Ohio | 0.1648586210% |
| OH71 | Auglaize Township, Allen County, Ohio | 0.0010226874% |
| OH72 | Auglaize Township, Paulding County, Ohio | 0.0000730923% |
| | | |
| OH73 | Augusta Township, Ohio | 0.0004684152% |
| OH74 | Aurelius Township, Ohio | 0.0000083554% |
| OH75 | Aurora City, Ohio | 0.0294524674% |
| OH76 | Austinburg Township, Ohio | 0.0004813742% |
| OH77 | Austintown Township, Ohio | 0.0890063352% |
| OH78 | Avon City, Ohio | 0.0729757005% |
| OH79 | Avon Lake City, Ohio | 0.0663140992% |
| OH80 | Bailey Lakes Village, Ohio | 0.0000813388% |
| OH81 | Bainbridge Township, Ohio | 0.0406379571% |
| OH82 | Bainbridge Village, Ohio | 0.0022724133% |
| OH83 | Bairdstown Village, Ohio | 0.0000612234% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|-------|---|---------------|
| OH84 | Ballville Township, Ohio | 0.0021521086% |
| OH85 | Baltic Village, Ohio | 0.0009410120% |
| OH86 | Baltimore Village, Ohio | 0.0031532207% |
| OH87 | Barberton City, Ohio | 0.1164193916% |
| OH88 | Barlow Township, Ohio | 0.0003258598% |
| OH89 | Barnesville Village, Ohio | 0.0106861443% |
| OH90 | Barnhill Village, Ohio | 0.0006601909% |
| OH91 | Bartlow Township, Ohio | 0.0001082864% |
| OH92 | Batavia Township, Ohio | 0.0000517157% |
| OH93 | Batavia Village, Ohio | 0.0047750818% |
| OH94 | Batesville Village, Ohio | 0.0000517432% |
| OH95 | Bath Township, Allen County, Ohio | 0.0088564730% |
| OH96 | Bath Township, Greene County, Ohio | 0.0001754181% |
| OH97 | Bath Township, Summit County, Ohio | 0.0489522386% |
| OH98 | Baughman Township, Ohio | 0.0001353105% |
| OH99 | Bay Township, Ohio | 0.0000549583% |
| OH100 | Bay View Village, Ohio | 0.0012986334% |
| OH101 | Bay Village City, Ohio | 0.0295102794% |
| OH102 | Bazetta Township, Ohio | 0.0331455317% |
| OH103 | Beach City Village, Ohio | 0.0006531299% |
| OH104 | Beachwood City, Ohio | 0.0573216138% |
| OH105 | Beallsville Village, Ohio | 0.0001580913% |
| OH106 | Bearfield Township, Ohio | 0.0005486478% |
| OH107 | Beaver Township, Mahoning County, Ohio | 0.0148139167% |
| OH108 | Beaver Township, Pike County, Ohio | 0.0003380168% |
| OH109 | Beaver Village, Ohio | 0.0001859093% |
| OH110 | Beavercreek City, Ohio | 0.0843658046% |
| OH111 | Beavercreek Township, Ohio | 0.1348759090% |
| OH112 | Beaverdam Village, Ohio | 0.0000749971% |
| OH113 | Bedford City, Ohio | 0.0429793572% |
| OH114 | Bedford Heights City, Ohio | 0.0386687782% |
| OH115 | Bedford Township, Ohio | 0.0000306151% |
| OH116 | Bellaire Village, Ohio | 0.0010264323% |
| OH117 | Bellbrook City, Ohio | 0.0237949542% |
| OH118 | Belle Center Village, Ohio | 0.0005231767% |
| OH119 | Belle Valley Village, Ohio | 0.0001073626% |
| OH120 | Bellefontaine City, Ohio | 0.0729400123% |
| OH121 | Bellevue City, Ohio | 0.0299834456% |
| OH122 | Bellville Village, Ohio | 0.0011239941% |
| OH123 | Belmont County, Ohio | 0.4904799617% |
| OH124 | Belmont Village, Ohio | 0.0011248573% |
| OH125 | Belmore Village, Ohio | 0.0002483511% |
| OH126 | Beloit Village, Ohio | 0.0037587550% |
| OH127 | Belpre City, Ohio | 0.0099429019% |
| OH128 | Belpre Township, Ohio | 0.0009358025% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|-------|---|---------------|
| OH129 | Bennington Township, Licking County, Ohio | 0.0005560173% |
| OH130 | Bennington Township, Morrow County, Ohio | 0.0001476031% |
| OH131 | Bentleyville Village, Ohio | 0.0019992236% |
| OH132 | Benton Ridge Village, Ohio | 0.0000914068% |
| OH133 | Benton Township, Hocking County, Ohio | 0.0001089904% |
| OH134 | Benton Township, Ottawa County, Ohio Benton Township, Paulding County, Ohio | 0.0007968947% |
| OH135 | Benton Township, Pike County, Ohio | 0.0002485139% |
| OH136 | Berea City, Ohio | 0.0003718185% |
| OH137 | Bergholz Village, Ohio | 0.0293403849% |
| OH138 | Berkey Village, Ohio | 0.0002390731% |
| OH139 | Berkshire Township, Ohio | 0.0003639406% |
| OH140 | Berlin Heights Village, Ohio | 0.0000742397% |
| OH141 | Berlin Township, Delaware County, Ohio | 0.0009142379% |
| OH142 | Berlin Township, Erie County, Ohio | 0.0000164977% |
| OH143 | Berlin Township, Holmes County, Ohio | 0.0001350579% |
| OH144 | Berlin Township, Mahoning County, Ohio | 0.0000814306% |
| OH145 | Bern Township, Ohio | 0.0014985886% |
| OH146 | Berne Township, Ohio | 0.0001354845% |
| OH147 | Bethel Township, Clark County, Ohio | 0.0001629571% |
| OH148 | Bethel Township, Monroe County, Ohio | 0.0138134025% |
| OH149 | Bethel Village, Ohio | 0.0000498724% |
| OH150 | Bethesda Village, Ohio | 0.0057576798% |
| OH151 | Bethlehem Township, Coshocton County, Ohio | 0.0006889751% |
| OH152 | Bethlehem Township, Stark County, Ohio | 0.0000765378% |
| OH153 | Bettsville Village, Ohio | 0.0015140738% |
| OH154 | Beverly Village, Ohio | 0.0009525757% |
| OH155 | Bexley City, Ohio | 0.0019551589% |
| OH156 | Big Island Township, Ohio | 0.0458668476% |
| OH157 | Black Creek Township, Ohio | 0.0005578783% |
| OH158 | Blakeslee Village, Ohio | 0.0001534027% |
| OH159 | Blanchard Township, Hancock County, Ohio | 0.0000628635% |
| OH160 | Blanchard Township, Putnam County, Ohio | 0.0001475808% |
| OH161 | Blanchester Village, Ohio | 0.0006457128% |
| OH162 | Blendon Township, Ohio | 0.0114641267% |
| OH163 | Bloom Township, Fairfield County, Ohio | 0.0282639366% |
| OH164 | | 0.0118551321% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|-------|---|---------------|
| OH165 | Bloom Township, Morgan County, Ohio | 0.0001713719% |
| OH166 | Bloom Township, Scioto County, Ohio | 0.0000852977% |
| OH167 | Bloom Township, Seneca County, Ohio | 0.0009926842% |
| OH168 | Bloomdale Village, Ohio | 0.0005693772% |
| OH169 | Bloomfield Township, Jackson County, Ohio | 0.0013260530% |
| OH170 | Bloomfield Township, Logan County, Ohio | 0.0000099754% |
| OH171 | Bloomington Village, Ohio | 0.0002078369% |
| OH172 | Bloomington Village, Ohio | 0.0002231349% |
| OH173 | Bloomington Township, Ohio | 0.0001784118% |
| OH174 | Bloomville Village, Ohio | 0.0004411930% |
| OH175 | Blue Ash City, Ohio | 0.0851895858% |
| OH176 | Blue Creek Township, Ohio | 0.0000767469% |
| OH177 | Blue Rock Township, Ohio | 0.0001103402% |
| OH178 | Bluffton Village, Ohio | 0.0052836661% |
| OH179 | Boardman Township, Ohio | 0.1408673271% |
| OH180 | Bokescreek Township, Ohio | 0.0013367015% |
| OH181 | Bolivar Village, Ohio | 0.0004434118% |
| OH182 | Boston Heights Village, Ohio | 0.0077201699% |
| OH183 | Boston Township, Ohio | 0.0003662503% |
| OH184 | Botkins Village, Ohio | 0.0019522626% |
| OH185 | Bowerston Village, Ohio | 0.0000572542% |
| OH186 | Bowersville Village, Ohio | 0.0000916319% |
| OH187 | Bowling Green City, Ohio | 0.0752741164% |
| OH188 | Bowling Green Township, Ohio | 0.0000370678% |
| OH189 | Braceville Township, Ohio | 0.0037680877% |
| OH190 | Bradford Village, Ohio | 0.0028661348% |
| OH191 | Bradner Village, Ohio | 0.0009183503% |
| OH192 | Brady Lake Village, Ohio | 0.0002559318% |
| OH193 | Brady Township, Ohio | 0.0005029083% |
| OH194 | Bratenahl Village, Ohio | 0.0051323943% |
| OH195 | Bratton Township, Ohio | 0.0000790580% |
| OH196 | Brecksville City, Ohio | 0.0241013127% |
| OH197 | Bremen Village, Ohio | 0.0006844200% |
| OH198 | Brewster Village, Ohio | 0.0058880648% |
| OH199 | Brice Village, Ohio | 0.0005574892% |
| OH200 | Bridgeport Village, Ohio | 0.0050477971% |
| OH201 | Bridgewater Township, Ohio | 0.0004164709% |
| OH202 | Brighton Township, Ohio | 0.0000194784% |
| OH203 | Brimfield Township, Ohio | 0.0111960000% |
| OH204 | Bristol Township, Morgan County, Ohio Bristol Township, Trumbull County, Ohio | 0.0001285289% |
| OH205 | Broadview Heights City, Ohio | 0.0252513027% |
| OH206 | Bronson Township, Ohio | 0.0009334281% |
| OH207 | Brook Park City, Ohio | 0.0389572037% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|-------|---|---------------|
| OH209 | Brookfield Township, Noble County, Ohio | 0.0000517432% |
| OH210 | Brookfield Township, Trumbull County, Ohio | 0.0346459468% |
| OH211 | Brooklyn City, Ohio | 0.0212407634% |
| OH212 | Brooklyn Heights Village, Ohio | 0.0100909430% |
| OH213 | Brookside Village, Ohio | 0.0001124857% |
| OH214 | Brookville City, Ohio | 0.0216648650% |
| OH215 | Broughton Village, Ohio | 0.0000073092% |
| OH216 | Brown County, Ohio | 0.4653422837% |
| OH217 | Brown Township, Carroll County, Ohio | 0.0009477238% |
| OH218 | Brown Township, Darke County, Ohio | 0.0007873425% |
| OH219 | Brown Township, Delaware County, Ohio | 0.0000082489% |
| OH220 | Brown Township, Franklin County, Ohio | 0.0003894787% |
| OH221 | Brown Township, Knox County, Ohio | 0.0039027192% |
| OH222 | Brown Township, Miami County, Ohio | 0.0006132702% |
| OH223 | Brown Township, Paulding County, Ohio | 0.0001315662% |
| OH224 | Brown Township, Vinton County, Ohio | 0.0000390135% |
| OH225 | Brunswick City, Ohio | 0.1197413086% |
| OH226 | Brunswick Hills Township, Ohio | 0.0200631640% |
| OH227 | Brush Creek Township, Jefferson County, Ohio | 0.0001275057% |
| OH228 | Brush Creek Township, Scioto County, Ohio | 0.0011088700% |
| OH229 | Brushcreek Township, Ohio | 0.0059850824% |
| OH230 | Bryan City, Ohio | 0.0285400457% |
| OH231 | Buchtel Village, Ohio | 0.0001849243% |
| OH232 | Buckeye Lake Village, Ohio | 0.0040562680% |
| OH233 | Buckland Village, Ohio | 0.0001068314% |
| OH234 | Bucks Township, Ohio | 0.0002857543% |
| OH235 | Bucyrus City, Ohio | 0.0467130847% |
| OH236 | Bucyrus Township, Ohio | 0.0002175231% |
| OH237 | Buffalo Township, Ohio | 0.0000689910% |
| OH238 | Burbank Village, Ohio | 0.0001559017% |
| OH239 | Burgoon Village, Ohio | 0.0001532454% |
| OH240 | Burkettsville Village, Ohio | 0.0000203512% |
| OH241 | Burlington Township, Ohio | 0.0012973736% |
| OH242 | Burton Township, Ohio | 0.0022682986% |
| OH243 | Burton Village, Ohio | 0.0036177927% |
| OH244 | Butler County, Ohio | 2.6887406714% |
| OH245 | Butler Township, Columbiana County, Ohio | 0.0017704304% |
| OH246 | Butler Township, Darke County, Ohio | 0.0006643202% |
| OH247 | Butler Township, Mercer County, Ohio | 0.0021025197% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|-------|---|---------------|
| OH248 | Butler Township, Montgomery County, Ohio | 0.0308007959% |
| OH249 | Butler Township, Richland County, Ohio | 0.0003925059% |
| OH250 | Butler Village, Ohio | 0.0004817118% |
| OH251 | Butlerville Village, Ohio | 0.0001866800% |
| OH252 | Byesville Village, Ohio | 0.0018493145% |
| OH253 | Byrd Township, Ohio | 0.0018293707% |
| OH254 | Cadiz Township, Ohio | 0.0013359320% |
| OH255 | Cadiz Village, Ohio | 0.0042081859% |
| OH256 | Caesarscreek Township, Ohio | 0.0004643421% |
| OH257 | Cairo Village, Ohio | 0.0000409075% |
| OH258 | Caldwell Village, Ohio | 0.0017937650% |
| OH259 | Caledonia Village, Ohio | 0.0007098142% |
| OH260 | Cambridge City, Ohio | 0.0668200845% |
| OH261 | Cambridge Township, Ohio | 0.0000951853% |
| OH262 | Camden Township, Ohio | 0.0003116539% |
| OH263 | Camden Village, Ohio | 0.0031099397% |
| OH264 | Camp Creek Township, Ohio | 0.0001943597% |
| OH265 | Campbell City, Ohio | 0.0206854359% |
| OH266 | Canaan Township, Morrow County, Ohio | 0.0000885618% |
| OH267 | Canaan Township, Wayne County, Ohio | 0.0002435589% |
| OH268 | Canal Fulton City, Ohio | 0.0143391696% |
| OH269 | Canal Winchester City, Ohio | 0.0017001990% |
| OH270 | Canfield City, Ohio | 0.0340253310% |
| OH271 | Canfield Township, Ohio | 0.0024198521% |
| OH272 | Canton City, Ohio | 0.4906093929% |
| OH273 | Canton Township, Ohio | 0.0238293446% |
| OH274 | Cardington Village, Ohio | 0.0026450469% |
| OH275 | Carey Village, Ohio | 0.0048237347% |
| OH276 | Carlisle Township, Ohio | 0.0046455904% |
| OH277 | Carlisle Village, Ohio | 0.0081658806% |
| OH278 | Carroll County, Ohio | 0.1274960868% |
| OH279 | Carroll Township, Ohio | 0.0031394902% |
| OH280 | Carroll Village, Ohio | 0.0008718207% |
| OH281 | Carrollton Village, Ohio | 0.0061329714% |
| OH282 | Carryall Township, Ohio | 0.0000511646% |
| OH283 | Carthage Township, Ohio | 0.0002397033% |
| OH284 | Cass Township, Muskingum County, Ohio | 0.0002006185% |
| OH285 | Cass Township, Richland County, Ohio | 0.0007850118% |
| OH286 | Casstown Village, Ohio | 0.0005337723% |
| OH287 | Castalia Village, Ohio | 0.0011427974% |
| OH288 | Castine Village, Ohio | 0.0005289957% |
| OH289 | Catawba Island Township, Ohio | 0.0060247984% |
| OH290 | Catawba Village, Ohio | 0.0002313575% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|-------|---|---------------|
| OH291 | Cecil Village, Ohio | 0.0000109638% |
| OH292 | Cedarville Township, Ohio | 0.0036837809% |
| OH293 | Cedarville Village, Ohio | 0.0036321873% |
| OH294 | Celina City, Ohio | 0.0165674940% |
| OH295 | Center Township, Carroll County, Ohio | 0.0001634007% |
| OH296 | Center Township, Columbiana County, Ohio | 0.0003327877% |
| OH297 | Center Township, Guernsey County, Ohio | 0.0001903706% |
| OH298 | Center Township, Mercer County, Ohio | 0.0004241134% |
| OH299 | Center Township, Monroe County, Ohio | 0.0005361288% |
| OH300 | Center Township, Morgan County, Ohio | 0.0000535537% |
| OH301 | Center Township, Noble County, Ohio | 0.0001724774% |
| OH302 | Center Township, Williams County, Ohio | 0.0005107662% |
| OH303 | Center Township, Wood County, Ohio | 0.0002510158% |
| OH304 | Centerburg Village, Ohio | 0.0041342364% |
| OH305 | Centerville City, Ohio | 0.0591550598% |
| OH306 | Centerville Village, Ohio | 0.0005060807% |
| OH307 | Cessna Township, Ohio | 0.0001110677% |
| OH308 | Chagrin Falls Township, Ohio | 0.0000039510% |
| OH309 | Chagrin Falls Village, Ohio | 0.0125168784% |
| OH310 | Champaign County, Ohio | 0.2269483026% |
| OH311 | Champion Township, Ohio | 0.0283714840% |
| OH312 | Chardon City, Ohio | 0.0479405386% |
| OH313 | Chardon Township, Ohio | 0.0039336317% |
| OH314 | Charlestown Township, Ohio | 0.0000121872% |
| OH315 | Chatfield Township, Ohio | 0.0008265878% |
| OH316 | Chatfield Village, Ohio | 0.0000870092% |
| OH317 | Chatham Township, Ohio | 0.0003778818% |
| OH318 | Chauncey Village, Ohio | 0.0000833751% |
| OH319 | Cherry Fork Village, Ohio | 0.0004264208% |
| OH320 | Cherry Valley Township, Ohio | 0.0004696334% |
| OH321 | Chesapeake Village, Ohio | 0.0021905725% |
| OH322 | Cheshire Township, Ohio | 0.0010496489% |
| OH323 | Cheshire Village, Ohio | 0.0001686936% |
| OH324 | Chester Township, Clinton County, Ohio | 0.0019181224% |
| OH325 | Chester Township, Geauga County, Ohio | 0.0252766944% |
| OH326 | Chester Township, Morrow County, Ohio | 0.0005136587% |
| OH327 | Chester Township, Wayne County, Ohio | 0.0004213956% |
| OH328 | Chesterhill Village, Ohio | 0.0000958805% |
| OH329 | Chesterville Village, Ohio | 0.0000531371% |
| OH330 | Cheviot City, Ohio | 0.0177109500% |
| OH331 | Chickasaw Village, Ohio | 0.0003251707% |
| OH332 | Chillicothe City, Ohio | 0.3116747707% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|-------|--|---------------|
| OH333 | Chilo Village, Ohio | 0.0001537865% |
| OH334 | Chippewa Lake Village, Ohio | 0.0005077787% |
| OH335 | Chippewa Township, Ohio | 0.0025863636% |
| OH336 | Christiansburg Village, Ohio | 0.0002537744% |
| OH337 | Cincinnati City, Ohio | 1.9225774768% |
| OH338 | Circleville City, Ohio | 0.3452050773% |
| OH339 | Circleville Township, Ohio | 0.0006412839% |
| OH340 | Claibourne Township, Ohio | 0.0000211028% |
| OH341 | Claridon Township, Ohio | 0.0025745668% |
| OH342 | Clarington Village, Ohio | 0.0000498724% |
| OH343 | Clark County, Ohio | 1.2151983585% |
| OH344 | Clark Township, Brown County, Ohio | 0.0053640868% |
| OH345 | Clark Township, Clinton County, Ohio | 0.0010928837% |
| OH346 | Clarksburg Village, Ohio | 0.0000295119% |
| OH347 | Clarksfield Township, Ohio | 0.0007412517% |
| OH348 | Clarksville Village, Ohio | 0.0004237712% |
| OH349 | Clay Center Village, Ohio | 0.0000618280% |
| OH350 | Clay Township, Auglaize County, Ohio | 0.0004451307% |
| OH351 | Clay Township, Highland County, Ohio | 0.0003613635% |
| OH352 | Clay Township, Montgomery County, Ohio | 0.0058148642% |
| OH353 | Clay Township, Muskingum County, Ohio | 0.0004012369% |
| OH354 | Clay Township, Ottawa County, Ohio | 0.0026311263% |
| OH355 | Clay Township, Scioto County, Ohio | 0.0064826249% |
| OH356 | Clay Township, Tuscarawas County, Ohio | 0.0000492680% |
| OH357 | Clayton City, Ohio | 0.0375148659% |
| OH358 | Clayton Township, Ohio | 0.0004303120% |
| OH359 | Clear Creek Township, Ohio | 0.0874295648% |
| OH360 | Clearcreek Township, Ohio | 0.0010918129% |
| OH361 | Clermont County, Ohio | 1.9148422650% |
| OH362 | Cleveland City, Ohio | 1.8006406770% |
| OH363 | Cleveland Heights City, Ohio | 0.0861404621% |
| OH364 | Cleves Village, Ohio | 0.0031981583% |
| OH365 | Clifton Village, Ohio | 0.0002996729% |
| OH366 | Clinton County, Ohio | 0.4003299792% |
| OH367 | Clinton Township, Franklin County, Ohio | 0.0107832149% |
| OH368 | Clinton Township, Fulton County, Ohio | 0.0006481787% |
| OH369 | Clinton Township, Seneca County, Ohio | 0.0007420064% |
| OH370 | Clinton Township, Shelby County, Ohio | 0.0005501831% |
| OH371 | Clinton Township, Vinton County, Ohio | 0.0002860993% |
| OH372 | Clinton Township, Wayne County, Ohio | 0.0001933007% |
| OH373 | Clinton Village, Ohio | 0.0011373034% |
| OH374 | Cloverdale Village, Ohio | 0.0001986809% |
| OH375 | Clyde City, Ohio | 0.0219912947% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|-------|---|---------------|
| OH376 | Coal Grove Village, Ohio | 0.0050070228% |
| OH377 | Coal Township, Jackson County, Ohio | 0.0004972699% |
| OH378 | Coal Township, Perry County, Ohio | 0.0003550074% |
| OH379 | Coalton Village, Ohio | 0.0024310971% |
| OH380 | Coitsville Township, Ohio | 0.0048028536% |
| OH381 | Coldwater Village, Ohio | 0.0054593322% |
| OH382 | Colerain Township, Belmont County, Ohio | 0.0006046108% |
| OH383 | Colerain Township, Hamilton County, Ohio | 0.1398087860% |
| OH384 | College Corner Village, Ohio | 0.0022611881% |
| OH385 | College Township, Ohio | 0.0028608916% |
| OH386 | Columbia Township, Hamilton County, Ohio | 0.0091268592% |
| OH387 | Columbia Township, Lorain County, Ohio | 0.0044508068% |
| OH388 | Columbia Township, Meigs County, Ohio | 0.0000676625% |
| OH389 | Columbiana City, Ohio | 0.0212455929% |
| OH390 | Columbiana County, Ohio | 0.6832396894% |
| OH391 | Columbus City, Ohio | 4.0358741733% |
| OH392 | Columbus Grove Village, Ohio | 0.0013907661% |
| OH393 | Commercial Point Village, Ohio | 0.0008841945% |
| OH394 | Concord Township, Delaware County, Ohio | 0.0132064120% |
| OH395 | Concord Township, Fayette County, Ohio | 0.0003201811% |
| OH396 | Concord Township, Highland County, Ohio | 0.0000677557% |
| OH397 | Concord Township, Lake County, Ohio | 0.0329119594% |
| OH398 | Concord Township, Miami County, Ohio | 0.0048266640% |
| OH399 | Concord Township, Ross County, Ohio | 0.0034233759% |
| OH400 | Conesville Village, Ohio | 0.0001949904% |
| OH401 | Congress Township, Morrow County, Ohio | 0.0000354247% |
| OH402 | Congress Township, Wayne County, Ohio | 0.0000386601% |
| OH403 | Congress Village, Ohio | 0.0001394121% |
| OH404 | Conneaut City, Ohio | 0.0500864015% |
| OH405 | Continental Village, Ohio | 0.0013742094% |
| OH406 | Convoy Village, Ohio | 0.0015735393% |
| OH407 | Coolville Village, Ohio | 0.0002918128% |
| OH408 | Copley Township, Ohio | 0.0644889601% |
| OH409 | Corning Village, Ohio | 0.0010865378% |
| OH410 | Cortland City, Ohio | 0.0349699000% |
| OH411 | Corwin Village, Ohio | 0.0004993129% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|-------|---|---------------|
| OH412 | Coshocton City, Ohio | 0.0177337984% |
| OH413 | Coshocton County, Ohio | 0.1889793769% |
| OH414 | Coventry Township, Ohio | 0.0112670146% |
| OH415 | Covington Village, Ohio | 0.0077226624% |
| OH416 | Craig Beach Village, Ohio | 0.0004176394% |
| OH417 | Cranberry Township, Ohio | 0.0001631423% |
| OH418 | Crane Township, Paulding County, Ohio | 0.0001169477% |
| OH419 | Crane Township, Wyandot County, Ohio | 0.0005667045% |
| OH420 | Crawford County, Ohio | 0.2595376809% |
| OH421 | Crawford Township, Coshocton County, Ohio | 0.0002372670% |
| OH422 | Crawford Township, Wyandot County, Ohio | 0.0001079437% |
| OH423 | Crestline Village, Ohio | 0.0166501207% |
| OH424 | Creston Village, Ohio | 0.0007596505% |
| OH425 | Cridersville Village, Ohio | 0.0045581388% |
| OH426 | Crooksville Village, Ohio | 0.0043353934% |
| OH427 | Crosby Township, Ohio | 0.0044757516% |
| OH428 | Cross Creek Township, Ohio | 0.0061202713% |
| OH429 | Crown City Village, Ohio | 0.0005435682% |
| OH430 | Cumberland Village, Ohio | 0.0007050617% |
| OH431 | Custar Village, Ohio | 0.0000244893% |
| OH432 | Cuyahoga Falls City, Ohio | 0.1811685822% |
| OH433 | Cuyahoga Heights Village, Ohio | 0.0193798260% |
| OH434 | Cygnets Village, Ohio | 0.0002510158% |
| OH435 | Cynthian Township, Ohio | 0.0000266218% |
| OH436 | Dallas Township, Ohio | 0.0001522662% |
| OH437 | Dalton Village, Ohio | 0.0011945985% |
| OH438 | Damascus Township, Ohio | 0.0007850761% |
| OH439 | Danbury Township, Ohio | 0.0038539475% |
| OH440 | Danville Village, Ohio | 0.0021828768% |
| OH441 | Darby Township, Madison County, Ohio | 0.0011346056% |
| OH442 | Darby Township, Union County, Ohio | 0.0004220559% |
| OH443 | Darbyville Village, Ohio | 0.0000242911% |
| OH444 | Darke County, Ohio | 0.2651621760% |
| OH445 | Dayton City, Ohio | 1.3353086202% |
| OH446 | De Graff Village, Ohio | 0.0013067754% |
| OH447 | Decatur Township, Lawrence County, Ohio | 0.0001043130% |
| OH448 | Decatur Township, Washington County, Ohio | 0.0001169753% |
| OH449 | Deer Park City, Ohio | 0.0107468140% |
| OH450 | Deercreek Township, Ohio | 0.0004275226% |
| OH451 | Deerfield Township, Portage County, Ohio | 0.0008693556% |
| OH452 | Deerfield Township, Ross County, Ohio | 0.0015346168% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|-------|---|---------------|
| OH453 | Deerfield Township, Warren County, Ohio | 0.1151454582% |
| OH454 | Deersville Village, Ohio | 0.0000209231% |
| OH455 | Defiance City, Ohio | 0.0658767007% |
| OH456 | Defiance County, Ohio | 0.1709704524% |
| OH457 | Defiance Township, Ohio | 0.0007172505% |
| OH458 | Delaware City, Ohio | 0.1151374756% |
| OH459 | Delaware County, Ohio | 0.4816174702% |
| OH460 | Delaware Township, Defiance County, Ohio | 0.0015007088% |
| OH461 | Delaware Township, Delaware County, Ohio | 0.0075064553% |
| OH462 | Delaware Township, Hancock County, Ohio | 0.0001335254% |
| OH463 | Delhi Township, Ohio | 0.0630446356% |
| OH464 | Dellroy Village, Ohio | 0.0002505477% |
| OH465 | Delphos City, Ohio | 0.0171051813% |
| OH466 | Delta Village, Ohio | 0.0085241620% |
| OH467 | Dennison Village, Ohio | 0.0062570335% |
| OH468 | Deshler Village, Ohio | 0.0009475056% |
| OH469 | Dexter City Village, Ohio | 0.0000689910% |
| OH470 | Dillonvale Village, Ohio | 0.0012431801% |
| OH471 | Dinsmore Township, Ohio | 0.0004170743% |
| OH472 | Dodson Township, Ohio | 0.0105924667% |
| OH473 | Donnelsville Village, Ohio | 0.0002721853% |
| OH474 | Dorset Township, Ohio | 0.0001174083% |
| OH475 | Dover City, Ohio | 0.0416708574% |
| OH476 | Dover Township, Athens County, Ohio | 0.0005002505% |
| OH477 | Dover Township, Tuscarawas County, Ohio | 0.0000886824% |
| OH478 | Dover Township, Union County, Ohio | 0.0005124965% |
| OH479 | Doylestown Village, Ohio | 0.0020721837% |
| OH480 | Dresden Village, Ohio | 0.0028086586% |
| OH481 | Dublin City, Ohio | 0.0949912950% |
| OH482 | Dublin Township, Ohio | 0.0004331371% |
| OH483 | Duchouquet Township, Ohio | 0.0010861190% |
| OH484 | Dunham Township, Ohio | 0.0004344797% |
| OH485 | Dunkirk Village, Ohio | 0.0005233559% |
| OH486 | Dupont Village, Ohio | 0.0006622696% |
| OH487 | Eagle Township, Brown County, Ohio | 0.0090538344% |
| OH488 | Eagle Township, Vinton County, Ohio | 0.0002210767% |
| OH489 | East Canton Village, Ohio | 0.0024838727% |
| OH490 | East Cleveland City, Ohio | 0.0558083674% |
| OH491 | East Liverpool City, Ohio | 0.0368861843% |
| OH492 | East Palestine Village, Ohio | 0.0165861370% |
| OH493 | East Sparta Village, Ohio | 0.0004354199% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|-------|--|---------------|
| OH494 | East Union Township, Ohio | 0.0003556733% |
| OH495 | Eastlake City, Ohio | 0.0700788770% |
| OH496 | Eaton City, Ohio | 0.0615604375% |
| OH497 | Eaton Township, Ohio | 0.0004480024% |
| OH498 | Eden Township, Licking County, Ohio | 0.0004448138% |
| OH499 | Eden Township, Seneca County, Ohio | 0.0001102982% |
| OH500 | Eden Township, Wyandot County, Ohio | 0.0000944507% |
| OH501 | Edgerton Village, Ohio | 0.0042354308% |
| OH502 | Edinburg Township, Ohio | 0.0011740363% |
| OH503 | Edison Village, Ohio | 0.0001948360% |
| OH504 | Edon Village, Ohio | 0.0013908558% |
| OH505 | Eldorado Village, Ohio | 0.0003273621% |
| OH506 | Elgin Village, Ohio | 0.0000619504% |
| OH507 | Elida Village, Ohio | 0.0011181382% |
| OH508 | Elizabeth Township, Lawrence County, Ohio | 0.0009562023% |
| OH509 | Elizabeth Township, Miami County, Ohio | 0.0000454274% |
| OH510 | Elk Township, Noble County, Ohio | 0.0000344955% |
| OH511 | Elk Township, Vinton County, Ohio | 0.0002600903% |
| OH512 | Elkrun Township, Ohio | 0.0004259682% |
| OH513 | Ellsworth Township, Ohio | 0.0001965362% |
| OH514 | Elmore Village, Ohio | 0.0016556174% |
| OH515 | Elmwood Place Village, Ohio | 0.0045008025% |
| OH516 | Elyria City, Ohio | 0.2638149975% |
| OH517 | Elyria Township, Ohio | 0.0007693955% |
| OH518 | Empire Village, Ohio | 0.0010041070% |
| OH519 | Englewood City, Ohio | 0.0628005329% |
| OH520 | Enon Village, Ohio | 0.0038378123% |
| OH521 | Erie County, Ohio | 0.4532438208% |
| OH522 | Erie Township, Ohio | 0.0006045408% |
| OH523 | Euclid City, Ohio | 0.0936790366% |
| OH524 | Evendale Village, Ohio | 0.0340357530% |
| OH525 | Fairborn City, Ohio | 0.1544298717% |
| OH526 | Fairfax Village, Ohio | 0.0079411190% |
| OH527 | Fairfield City, Ohio | 0.2893759753% |
| OH528 | Fairfield County, Ohio | 0.6244843622% |
| OH529 | Fairfield Township, Butler County, Ohio | 0.0801075425% |
| OH530 | Fairfield Township, Columbiana County, Ohio | 0.0024759402% |
| OH531 | Fairfield Township, Huron County, Ohio | 0.0006726173% |
| OH532 | Fairfield Township, Tuscarawas County, Ohio | 0.0004138510% |
| OH533 | Fairfield Township, Washington County, Ohio | 0.0000501323% |
| OH534 | Fairlawn City, Ohio | 0.0675346202% |
| OH535 | Fairport Harbor Village, Ohio | 0.0091069372% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|-------|---------------------------------------|---------------|
| OH536 | Fairview Park City, Ohio | 0.0218966352% |
| OH537 | Fairview Village, Ohio | 0.0000924858% |
| OH538 | Falls Township, Hocking County, Ohio | 0.0002873384% |
| | Falls Township, Muskingum County, | |
| OH539 | Ohio | 0.0022068032% |
| OH540 | Farmer Township, Ohio | 0.0002869002% |
| OH541 | Farmersville Village, Ohio | 0.0013667928% |
| OH542 | Farmington Township, Ohio | 0.0015345154% |
| OH543 | Fayette County, Ohio | 0.2554820842% |
| OH544 | Fayette Township, Ohio | 0.0013386832% |
| OH545 | Fayette Village, Ohio | 0.0012352086% |
| OH546 | Fayetteville Village, Ohio | 0.0029455968% |
| OH547 | Fearing Township, Ohio | 0.0004177690% |
| OH548 | Felicity Village, Ohio | 0.0030684641% |
| OH549 | Findlay City, Ohio | 0.1162163280% |
| OH550 | Fitchville Township, Ohio | 0.0003431721% |
| OH551 | Flatrock Township, Ohio | 0.0001691974% |
| OH552 | Fletcher Village, Ohio | 0.0012151836% |
| OH553 | Florence Township, Erie County, Ohio | 0.0013194115% |
| OH554 | Florence Township, Williams County, | 0.0002671700% |
| | Ohio | |
| OH555 | Florida Village, Ohio | 0.0015566164% |
| OH556 | Flushing Township, Ohio | 0.0005905501% |
| OH557 | Flushing Village, Ohio | 0.0004640036% |
| OH558 | Forest Park City, Ohio | 0.0861415180% |
| OH559 | Forest Village, Ohio | 0.0023324226% |
| OH560 | Fort Jennings Village, Ohio | 0.0004221969% |
| OH561 | Fort Loramie Village, Ohio | 0.0012778446% |
| OH562 | Fort Recovery Village, Ohio | 0.0009926059% |
| OH563 | Fostoria City, Ohio | 0.0512205361% |
| OH564 | Fowler Township, Ohio | 0.0047569976% |
| OH565 | Frankfort Village, Ohio | 0.0079678326% |
| OH566 | Franklin City, Ohio | 0.0535002847% |
| OH567 | Franklin County, Ohio | 5.7883029997% |
| | Franklin Township, Adams County, | |
| OH568 | Ohio | 0.0010014012% |
| | Franklin Township, Brown County, | |
| OH569 | Ohio | 0.0023874837% |
| OH570 | Franklin Township, Clermont County, | 0.0034132353% |
| | Ohio | |
| OH571 | Franklin Township, Columbiana County, | 0.0006123293% |
| | Ohio | |
| OH572 | Franklin Township, Coshocton County, | 0.0002449208% |
| | Ohio | |
| OH573 | Franklin Township, Darke County, Ohio | 0.0004797868% |
| | Franklin Township, Franklin County, | |
| OH574 | Ohio | 0.0440874644% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|-------|---|---------------|
| OH575 | Franklin Township, Fulton County, Ohio | 0.0000733787% |
| OH576 | Franklin Township, Jackson County, Ohio | 0.0003038871% |
| OH577 | Franklin Township, Mercer County, Ohio | 0.0012091744% |
| OH578 | Franklin Township, Portage County, Ohio | 0.0001990581% |
| OH579 | Franklin Township, Richland County, Ohio | 0.0008563765% |
| OH580 | Franklin Township, Shelby County, Ohio | 0.0011802315% |
| OH581 | Franklin Township, Tuscarawas County, Ohio | 0.0031235899% |
| OH582 | Franklin Township, Warren County, Ohio | 0.0035372089% |
| OH583 | Frazeytsburg Village, Ohio | 0.0003209896% |
| OH584 | Fredericksburg Village, Ohio | 0.0001198464% |
| OH585 | Fredericktown Village, Ohio | 0.0055729507% |
| OH586 | Freedom Township, Portage County, Ohio | 0.0004265530% |
| OH587 | Freedom Township, Wood County, Ohio | 0.0012305895% |
| OH588 | Freeport Township, Ohio | 0.0002576440% |
| OH589 | Freeport Village, Ohio | 0.0001049661% |
| OH590 | Fremont City, Ohio | 0.0724844646% |
| OH591 | Fulton County, Ohio | 0.1830065436% |
| OH592 | Fulton Village, Ohio | 0.0001234266% |
| OH593 | Fultonham Village, Ohio | 0.0000100309% |
| OH594 | Gahanna City, Ohio | 0.0724048588% |
| OH595 | Galena Village, Ohio | 0.0001402305% |
| OH596 | Galion City, Ohio | 0.0440049221% |
| OH597 | Gallia County, Ohio | 0.3272280412% |
| OH598 | Gallipolis Village, Ohio | 0.0421733929% |
| OH599 | Gambier Village, Ohio | 0.0019348227% |
| OH600 | Gann Village, Ohio | 0.0000330739% |
| OH601 | Garfield Heights City, Ohio | 0.0512449222% |
| OH602 | Garrettsville Village, Ohio | 0.0040959299% |
| OH603 | Gasper Township, Ohio | 0.0060234621% |
| OH604 | Gates Mills Village, Ohio | 0.0065784730% |
| OH605 | Geauga County, Ohio | 0.4034987358% |
| OH606 | Geneva City, Ohio | 0.0306905423% |
| OH607 | Geneva Township, Ohio | 0.0015497902% |
| OH608 | Geneva-On-The-Lake Village, Ohio | 0.0052011898% |
| OH609 | Genoa Township, Ohio | 0.0490971668% |
| OH610 | Genoa Village, Ohio | 0.0023769444% |
| OH611 | Georgetown Village, Ohio | 0.0263243336% |
| OH612 | German Township, Auglaize County, Ohio | 0.0003115915% |
| OH613 | German Township, Clark County, Ohio | 0.0120986353% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|-------|---|---------------|
| OH614 | German Township, Fulton County, Ohio | 0.0012718979% |
| OH615 | German Township, Harrison County, Ohio | 0.0002671864% |
| OH616 | German Township, Montgomery County, Ohio | 0.0069298793% |
| OH617 | Germantown City, Ohio | 0.0166173231% |
| OH618 | Gettysburg Village, Ohio | 0.0016993673% |
| OH619 | Gibson Township, Ohio | 0.0000992606% |
| OH620 | Gibsonburg Village, Ohio | 0.0033999699% |
| OH621 | Gilboa Village, Ohio | 0.0001572890% |
| OH622 | Gilead Township, Ohio | 0.0002952061% |
| OH623 | Girard City, Ohio | 0.0699056997% |
| OH624 | Glandorf Village, Ohio | 0.0007698884% |
| OH625 | Glendale Village, Ohio | 0.0089682038% |
| OH626 | Glenford Village, Ohio | 0.0004004647% |
| OH627 | Glenmont Village, Ohio | 0.0000756142% |
| OH628 | Glenwillow Village, Ohio | 0.0043105790% |
| OH629 | Gloria Glens Park Village, Ohio | 0.0002361762% |
| OH630 | Glouster Village, Ohio | 0.0025846274% |
| OH631 | Gnadenhutten Village, Ohio | 0.0020889623% |
| OH632 | Golf Manor Village, Ohio | 0.0149804075% |
| OH633 | Good Hope Township, Ohio | 0.0000544952% |
| OH634 | Gordon Village, Ohio | 0.0000369067% |
| OH635 | Gorham Township, Ohio | 0.0003913532% |
| OH636 | Goshen Township, Auglaize County, Ohio | 0.0000178052% |
| OH637 | Goshen Township, Belmont County, Ohio | 0.0007592787% |
| OH638 | Goshen Township, Champaign County, Ohio | 0.0009305060% |
| OH639 | Goshen Township, Clermont County, Ohio | 0.0551461609% |
| OH640 | Goshen Township, Hardin County, Ohio | 0.0002665626% |
| OH641 | Goshen Township, Mahoning County, Ohio | 0.0098390939% |
| OH642 | Goshen Township, Tuscarawas County, Ohio | 0.0000492680% |
| OH643 | Grafton Township, Ohio | 0.0022594905% |
| OH644 | Grafton Village, Ohio | 0.0066908189% |
| OH645 | Grand Prairie Township, Ohio | 0.0006880499% |
| OH646 | Grand Rapids Township, Ohio | 0.0003306061% |
| OH647 | Grand Rapids Village, Ohio | 0.0005020315% |
| OH648 | Grand River Village, Ohio | 0.0044444886% |
| OH649 | Grand Township, Ohio | 0.0000371919% |
| OH650 | Grandview Heights City, Ohio | 0.0363742583% |
| OH651 | Grandview Township, Ohio | 0.0005932320% |
| OH652 | Granger Township, Ohio | 0.0028459226% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|-------|--|---------------|
| OH653 | Granville Township, Licking County, Ohio | 0.0126030583% |
| OH654 | Granville Township, Mercer County, Ohio | 0.0015971931% |
| OH655 | Granville Village, Ohio | 0.0103882561% |
| OH656 | Gratitot Village, Ohio | 0.0002067581% |
| OH657 | Gratis Village, Ohio | 0.0064162966% |
| OH658 | Graysville Village, Ohio | 0.0000309746% |
| OH659 | Green Camp Township, Ohio | 0.0011901403% |
| OH660 | Green Camp Village, Ohio | 0.0002045554% |
| OH661 | Green City, Ohio | 0.0847580205% |
| OH662 | Green Creek Township, Ohio | 0.0006872280% |
| OH663 | Green Springs Village, Ohio | 0.0016423298% |
| OH664 | Green Township, Adams County, Ohio | 0.0000263527% |
| OH665 | Green Township, Brown County, Ohio | 0.0034727036% |
| OH666 | Green Township, Clark County, Ohio | 0.0007485095% |
| OH667 | Green Township, Clinton County, Ohio | 0.0001561262% |
| OH668 | Green Township, Fayette County, Ohio | 0.0001235787% |
| OH669 | Green Township, Gallia County, Ohio | 0.0009184428% |
| OH670 | Green Township, Hamilton County, Ohio | 0.0953852812% |
| OH671 | Green Township, Harrison County, Ohio | 0.0005725423% |
| OH672 | Green Township, Hocking County, Ohio | 0.0033142996% |
| OH673 | Green Township, Mahoning County, Ohio | 0.0033902496% |
| OH674 | Green Township, Monroe County, Ohio | 0.0000062341% |
| OH675 | Green Township, Ross County, Ohio | 0.0105357346% |
| OH676 | Green Township, Scioto County, Ohio | 0.0218077775% |
| OH677 | Green Township, Shelby County, Ohio | 0.0000621174% |
| OH678 | Greene County, Ohio | 0.9063855073% |
| OH679 | Greene Township, Ohio | 0.0000341003% |
| OH680 | Greenfield Township, Fairfield County, Ohio | 0.0084982150% |
| OH681 | Greenfield Township, Huron County, Ohio | 0.0011256045% |
| OH682 | Greenfield Village, Ohio | 0.0148836578% |
| OH683 | Greenhills Village, Ohio | 0.0082250286% |
| OH684 | Greensburg Township, Ohio | 0.0001324539% |
| OH685 | Greenville City, Ohio | 0.0550893674% |
| OH686 | Greenville Township, Ohio | 0.0140737464% |
| OH687 | Greenwich Village, Ohio | 0.0017844949% |
| OH688 | Groton Township, Ohio | 0.0005921768% |
| OH689 | Grove City, Ohio | 0.0733060057% |
| OH690 | Groveport City, Ohio | 0.0125549613% |
| OH691 | Grover Hill Village, Ohio | 0.0001863854% |
| OH692 | Guernsey County, Ohio | 0.2910222727% |
| OH693 | Guilford Township, Ohio | 0.0060579183% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|-------|--|---------------|
| OH694 | Gustavus Township, Ohio | 0.0000511505% |
| OH695 | Guyan Township, Ohio | 0.0003561309% |
| OH696 | Hambden Township, Ohio | 0.0039432026% |
| OH697 | Hamden Village, Ohio | 0.0009493296% |
| OH698 | Hamer Township, Ohio | 0.0000451704% |
| OH699 | Hamersville Village, Ohio | 0.0007131445% |
| OH700 | Hamilton City, Ohio | 0.6764224012% |
| OH701 | Hamilton County, Ohio | 5.8561869769% |
| OH702 | Hamilton Township, Franklin County, Ohio | 0.0255910434% |
| OH703 | Hamilton Township, Jackson County, Ohio | 0.0005248960% |
| OH704 | Hamilton Township, Lawrence County, Ohio | 0.0009909733% |
| OH705 | Hamilton Township, Warren County, Ohio | 0.0450761424% |
| OH706 | Hamler Village, Ohio | 0.0004060738% |
| OH707 | Hancock County, Ohio | 0.2855617267% |
| OH708 | Hanging Rock Village, Ohio | 0.0019993320% |
| OH709 | Hanover Township, Butler County, Ohio | 0.0098235954% |
| OH710 | Hanover Township, Columbiana County, Ohio | 0.0013178391% |
| OH711 | Hanover Township, Licking County, Ohio | 0.0043184009% |
| OH712 | Hanover Village, Ohio | 0.0008062251% |
| OH713 | Hanoverton Village, Ohio | 0.0010440744% |
| OH714 | Harbor View Village, Ohio | 0.0001526700% |
| OH715 | Hardin County, Ohio | 0.2235793641% |
| OH716 | Harding Township, Ohio | 0.0000272955% |
| OH717 | Hardy Township, Ohio | 0.0013901375% |
| OH718 | Harlan Township, Ohio | 0.0030485156% |
| OH719 | Harlem Township, Ohio | 0.0049245646% |
| OH720 | Harmony Township, Clark County, Ohio | 0.0018916876% |
| OH721 | Harmony Township, Morrow County, Ohio | 0.0001180824% |
| OH722 | Harpersfield Township, Ohio | 0.0005048559% |
| OH723 | Harpster Village, Ohio | 0.0000822938% |
| OH724 | Harris Township, Ohio | 0.0004190567% |
| OH725 | Harrisburg Village, Ohio | 0.0002978367% |
| OH726 | Harrison City, Ohio | 0.0560804997% |
| OH727 | Harrison County, Ohio | 0.0770641930% |
| OH728 | Harrison Township, Champaign County, Ohio | 0.0001374611% |
| OH729 | Harrison Township, Gallia County, Ohio | 0.0002811560% |
| OH730 | Harrison Township, Hamilton County, Ohio | 0.0022712769% |
| OH731 | Harrison Township, Henry County, Ohio | 0.0000203037% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|-------|---|---------------|
| OH732 | Harrison Township, Knox County, Ohio | 0.0000165369% |
| OH733 | Harrison Township, Licking County, Ohio | 0.0003058095% |
| OH734 | Harrison Township, Logan County, Ohio | 0.0000199508% |
| OH735 | Harrison Township, Montgomery County, Ohio | 0.0328749640% |
| OH736 | Harrison Township, Muskingum County, Ohio | 0.0004112679% |
| OH737 | Harrison Township, Paulding County, Ohio | 0.0000657831% |
| OH738 | Harrison Township, Perry County, Ohio | 0.0020762554% |
| OH739 | Harrison Township, Pickaway County, Ohio | 0.0068306454% |
| OH740 | Harrison Township, Preble County, Ohio | 0.0015877060% |
| OH741 | Harrison Township, Scioto County, Ohio | 0.0071650064% |
| OH742 | Harrison Township, Van Wert County, Ohio | 0.0001858511% |
| OH743 | Harrison Township, Vinton County, Ohio | 0.0005201806% |
| OH744 | Harrisville Township, Ohio | 0.0067192115% |
| OH745 | Harrisville Village, Ohio | 0.0000619645% |
| OH746 | Harrod Village, Ohio | 0.0000673593% |
| OH747 | Hartford Township, Licking County, Ohio | 0.0007413564% |
| OH748 | Hartford Township, Trumbull County, Ohio | 0.0014833648% |
| OH749 | Hartford Village, Ohio | 0.0002502078% |
| OH750 | Hartland Township, Ohio | 0.0000960882% |
| OH751 | Hartsgrove Township, Ohio | 0.0005870417% |
| OH752 | Hartville Village, Ohio | 0.0099058031% |
| OH753 | Harveysburg Village, Ohio | 0.0012100978% |
| OH754 | Haskins Village, Ohio | 0.0008938610% |
| OH755 | Haviland Village, Ohio | 0.0000511646% |
| OH756 | Hayesville Village, Ohio | 0.0000894727% |
| OH757 | Heath City, Ohio | 0.0429986695% |
| OH758 | Hebron Village, Ohio | 0.0150402674% |
| OH759 | Helena Village, Ohio | 0.0000542548% |
| OH760 | Hemlock Village, Ohio | 0.0003549573% |
| OH761 | Henrietta Township, Ohio | 0.0004674808% |
| OH762 | Henry County, Ohio | 0.1089766836% |
| OH763 | Hicksville Township, Ohio | 0.0002096578% |
| OH764 | Hicksville Village, Ohio | 0.0077242363% |
| OH765 | Higginsport Village, Ohio | 0.0015866304% |
| OH766 | Highland County, Ohio | 0.3882850462% |
| OH767 | Highland Heights City, Ohio | 0.0224853394% |
| OH768 | Highland Hills Village, Ohio | 0.0015764629% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|-------|--|---------------|
| OH769 | Highland Township, Defiance County, Ohio | 0.0027365866% |
| OH770 | Highland Township, Muskingum County, Ohio | 0.0001705257% |
| OH771 | Highland Village, Ohio | 0.0000677557% |
| OH772 | Hilliard City, Ohio | 0.0500136505% |
| OH773 | Hills and Dales Village, Ohio | 0.0006069453% |
| OH774 | Hillsboro City, Ohio | 0.0707143136% |
| OH775 | Hinckley Township, Ohio | 0.0165323306% |
| OH776 | Hiram Township, Ohio | 0.0008287315% |
| OH777 | Hiram Village, Ohio | 0.0032539898% |
| OH778 | Hocking County, Ohio | 0.2559590488% |
| OH779 | Holgate Village, Ohio | 0.0002774838% |
| OH780 | Holiday City Village, Ohio | 0.0000613051% |
| OH781 | Holland Village, Ohio | 0.0097536077% |
| OH782 | Hollansburg Village, Ohio | 0.0003567645% |
| OH783 | Holloway Village, Ohio | 0.0002671536% |
| OH784 | Holmes County, Ohio | 0.1337033098% |
| OH785 | Holmes Township, Ohio | 0.0003480370% |
| OH786 | Holmesville Village, Ohio | 0.0000436236% |
| OH787 | Homer Township, Medina County, Ohio | 0.0010864103% |
| OH788 | Homer Township, Morgan County, Ohio | 0.0001820827% |
| OH789 | Hopedale Village, Ohio | 0.0002767288% |
| OH790 | Hopewell Township, Licking County, Ohio | 0.0002502078% |
| OH791 | Hopewell Township, Muskingum County, Ohio | 0.0007422883% |
| OH792 | Hopewell Township, Perry County, Ohio | 0.0012909360% |
| OH793 | Hopewell Township, Seneca County, Ohio | 0.0001303525% |
| OH794 | Howard Township, Ohio | 0.0000496108% |
| OH795 | Howland Township, Ohio | 0.0502639031% |
| OH796 | Hoytville Village, Ohio | 0.0002378935% |
| OH797 | Hubbard City, Ohio | 0.0289341396% |
| OH798 | Hubbard Township, Ohio | 0.0153110532% |
| OH799 | Huber Heights City, Ohio | 0.1252489167% |
| OH800 | Hudson City, Ohio | 0.0660214283% |
| OH801 | Hunting Valley Village, Ohio | 0.0076690112% |
| OH802 | Huntington Township, Brown County, Ohio | 0.0072244638% |
| OH803 | Huntington Township, Ross County, Ohio | 0.0066106570% |
| OH804 | Huntsburg Township, Ohio | 0.0006508198% |
| OH805 | Huntsville Village, Ohio | 0.0008479077% |
| OH806 | Huron City, Ohio | 0.0302737409% |
| OH807 | Huron County, Ohio | 0.3638859630% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|-------|--|---------------|
| OH808 | Huron Township, Ohio | 0.0007791800% |
| OH809 | Independence City, Ohio | 0.0311578609% |
| OH810 | Independence Township, Ohio | 0.0000751984% |
| OH811 | Irondale Village, Ohio | 0.0001593821% |
| OH812 | Ironton City, Ohio | 0.0888572696% |
| OH813 | Island Creek Township, Ohio | 0.0026616805% |
| OH814 | Israel Township, Ohio | 0.0004746750% |
| OH815 | Ithaca Village, Ohio | 0.0003813690% |
| OH816 | Jackson Center Village, Ohio | 0.0015263144% |
| OH817 | Jackson City, Ohio | 0.0556665988% |
| OH818 | Jackson County, Ohio | 0.4838159524% |
| OH819 | Jackson Township, Allen County, Ohio | 0.0004227108% |
| OH820 | Jackson Township, Ashland County, Ohio | 0.0000162678% |
| OH821 | Jackson Township, Auglaize County, Ohio | 0.0003115915% |
| OH822 | Jackson Township, Brown County, Ohio | 0.0004961005% |
| OH823 | Jackson Township, Clermont County, Ohio | 0.0014652778% |
| OH824 | Jackson Township, Coshocton County, Ohio | 0.0005510719% |
| OH825 | Jackson Township, Crawford County, Ohio | 0.0000108762% |
| OH826 | Jackson Township, Franklin County, Ohio | 0.0661350150% |
| OH827 | Jackson Township, Guernsey County, Ohio | 0.0010334405% |
| OH828 | Jackson Township, Hardin County, Ohio | 0.0015327348% |
| OH829 | Jackson Township, Highland County, Ohio | 0.0000451704% |
| OH830 | Jackson Township, Jackson County, Ohio | 0.0001105044% |
| OH831 | Jackson Township, Mahoning County, Ohio | 0.0058960862% |
| OH832 | Jackson Township, Monroe County, Ohio | 0.0000561065% |
| OH833 | Jackson Township, Montgomery County, Ohio | 0.0086323757% |
| OH834 | Jackson Township, Muskingum County, Ohio | 0.0011435253% |
| OH835 | Jackson Township, Noble County, Ohio | 0.0001207342% |
| OH836 | Jackson Township, Paulding County, Ohio | 0.0001534939% |
| OH837 | Jackson Township, Pickaway County, Ohio | 0.0001894702% |
| OH838 | Jackson Township, Pike County, Ohio | 0.0004309715% |
| OH839 | Jackson Township, Richland County, Ohio | 0.0004638706% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|-------|--|---------------|
| OH840 | Jackson Township, Sandusky County, Ohio | 0.0004340387% |
| OH841 | Jackson Township, Seneca County, Ohio | 0.0004311659% |
| OH842 | Jackson Township, Shelby County, Ohio | 0.0013665838% |
| OH843 | Jackson Township, Stark County, Ohio | 0.1371869620% |
| OH844 | Jackson Township, Union County, Ohio | 0.0001416902% |
| OH845 | Jackson Township, Vinton County, Ohio | 0.0000910316% |
| OH846 | Jackson Township, Wood County, Ohio | 0.0001346914% |
| OH847 | Jackson Township, Wyandot County, Ohio | 0.0001214367% |
| OH848 | Jacksonburg Village, Ohio | 0.0002870780% |
| OH849 | Jacksonville Village, Ohio | 0.0008441727% |
| OH850 | Jamestown Village, Ohio | 0.0034877253% |
| OH851 | Jefferson County, Ohio | 0.6622324840% |
| OH852 | Jefferson Township, Adams County, Ohio | 0.0007642272% |
| OH853 | Jefferson Township, Brown County, Ohio | 0.0006821382% |
| OH854 | Jefferson Township, Clinton County, Ohio | 0.0014720474% |
| OH855 | Jefferson Township, Coshocton County, Ohio | 0.0000612302% |
| OH856 | Jefferson Township, Crawford County, Ohio | 0.0004567985% |
| OH857 | Jefferson Township, Fayette County, Ohio | 0.0005898074% |
| OH858 | Jefferson Township, Franklin County, Ohio | 0.0261561693% |
| OH859 | Jefferson Township, Greene County, Ohio | 0.0000619123% |
| OH860 | Jefferson Township, Guernsey County, Ohio | 0.0000679895% |
| OH861 | Jefferson Township, Jackson County, Ohio | 0.0000828783% |
| OH862 | Jefferson Township, Knox County, Ohio | 0.0006284039% |
| OH863 | Jefferson Township, Logan County, Ohio | 0.0002493846% |
| OH864 | Jefferson Township, Madison County, Ohio | 0.0262668976% |
| OH865 | Jefferson Township, Montgomery County, Ohio | 0.0133322246% |
| OH866 | Jefferson Township, Muskingum County, Ohio | 0.0005015462% |
| OH867 | Jefferson Township, Noble County, Ohio | 0.0000172477% |
| OH868 | Jefferson Township, Preble County, Ohio | 0.0008020371% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|-------|--|---------------|
| OH869 | Jefferson Township, Richland County, Ohio | 0.0017662765% |
| OH870 | Jefferson Township, Ross County, Ohio | 0.0009148677% |
| OH871 | Jefferson Township, Scioto County, Ohio | 0.0036109358% |
| OH872 | Jefferson Township, Tuscarawas County, Ohio | 0.0008079949% |
| OH873 | Jefferson Township, Williams County, Ohio | 0.0002200224% |
| OH874 | Jefferson Village, Ohio | 0.0039566613% |
| OH875 | Jeffersonville Village, Ohio | 0.0000112344% |
| OH876 | Jenera Village, Ohio | 0.0001194701% |
| OH877 | Jennings Township, Ohio | 0.0002731862% |
| OH878 | Jerome Township, Ohio | 0.0044044550% |
| OH879 | Jeromesville Village, Ohio | 0.0003085668% |
| OH880 | Jerry City Village, Ohio | 0.0003417298% |
| OH881 | Jersey Township, Ohio | 0.0017699883% |
| OH882 | Jerusalem Township, Ohio | 0.0021563480% |
| OH883 | Jerusalem Village, Ohio | 0.0000311703% |
| OH884 | Jewett Village, Ohio | 0.0001813051% |
| OH885 | Johnson Township, Ohio | 0.0002326265% |
| OH886 | Johnston Township, Ohio | 0.0002216522% |
| OH887 | Johnstown Village, Ohio | 0.0092206199% |
| OH888 | Junction City Village, Ohio | 0.0017212480% |
| OH889 | Kalida Village, Ohio | 0.0022682733% |
| OH890 | Kelleys Island Village, Ohio | 0.0028777715% |
| OH891 | Kent City, Ohio | 0.0513285414% |
| OH892 | Kenton City, Ohio | 0.0306658035% |
| OH893 | Kettering City, Ohio | 0.3384195127% |
| OH894 | Kettlersville Village, Ohio | 0.0000266218% |
| OH895 | Killbuck Township, Ohio | 0.0002093931% |
| OH896 | Killbuck Village, Ohio | 0.0010702314% |
| OH897 | Kingston Township, Ohio | 0.0000164977% |
| OH898 | Kingston Village, Ohio | 0.0076824625% |
| OH899 | Kingsville Township, Ohio | 0.0011036385% |
| OH900 | Kinsman Township, Ohio | 0.0020801208% |
| OH901 | Kipton Village, Ohio | 0.0000973918% |
| OH902 | Kirby Village, Ohio | 0.0000472254% |
| OH903 | Kirkersville Village, Ohio | 0.0005560173% |
| OH904 | Kirkwood Township, Ohio | 0.0000140607% |
| OH905 | Kirtland City, Ohio | 0.0223930205% |
| OH906 | Kirtland Hills Village, Ohio | 0.0096850050% |
| OH907 | Knox County, Ohio | 0.3115395206% |
| OH908 | Knox Township, Columbiana County, Ohio | 0.0005191487% |
| OH909 | Knox Township, Guernsey County, Ohio | 0.0002039685% |
| OH910 | Knox Township, Jefferson County, Ohio | 0.0010041070% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|-------|---|---------------|
| OH911 | Knox Township, Vinton County, Ohio | 0.0001170406% |
| OH912 | La Grange Township, Ohio | 0.0042170664% |
| OH913 | La Rue Village, Ohio | 0.0006694539% |
| OH914 | Lafayette Township, Ohio | 0.0073805047% |
| OH915 | Lafayette Village, Ohio | 0.0000886329% |
| OH916 | Lagrange Village, Ohio | 0.0054247251% |
| OH917 | Lake County, Ohio | 1.2794251773% |
| OH918 | Lake Township, Stark County, Ohio | 0.0367336076% |
| OH919 | Lake Township, Wood County, Ohio | 0.0141058613% |
| OH920 | Lakeline Village, Ohio | 0.0000947652% |
| OH921 | Lakemore Village, Ohio | 0.0083562888% |
| OH922 | Lakeview Village, Ohio | 0.0008279569% |
| OH923 | Lakewood City, Ohio | 0.1008106545% |
| OH924 | Lancaster City, Ohio | 0.1565040398% |
| OH925 | Latty Township, Ohio | 0.0000877108% |
| OH926 | Latty Village, Ohio | 0.0000219277% |
| OH927 | Laura Village, Ohio | 0.0001135686% |
| OH928 | Laurel Township, Ohio | 0.0001089904% |
| OH929 | Laurelville Village, Ohio | 0.0007183460% |
| OH930 | Lawrence County, Ohio | 0.5322395718% |
| OH931 | Lawrence Township, Lawrence County, Ohio | 0.0093186258% |
| OH932 | Lawrence Township, Stark County, Ohio | 0.0140521883% |
| OH933 | Lawrence Township, Tuscarawas County, Ohio | 0.0052322595% |
| OH934 | Lawrence Township, Washington County, Ohio | 0.0000334215% |
| OH935 | Lebanon City, Ohio | 0.0873597515% |
| OH936 | Lebanon Township, Ohio | 0.0004736376% |
| OH937 | Lee Township, Athens County, Ohio | 0.0005836255% |
| OH938 | Lee Township, Carroll County, Ohio | 0.0000980404% |
| OH939 | Lee Township, Monroe County, Ohio | 0.0000872768% |
| OH940 | Leesburg Township, Ohio | 0.0001989692% |
| OH941 | Leesburg Village, Ohio | 0.0054882077% |
| OH942 | Leesville Village, Ohio | 0.0000217868% |
| OH943 | Leetonia Village, Ohio | 0.0074544436% |
| OH944 | Leipsic Village, Ohio | 0.0030629968% |
| OH945 | Lemon Township, Ohio | 0.0041524079% |
| OH946 | Lenox Township, Ohio | 0.0002582984% |
| OH947 | Leroy Township, Ohio | 0.0053731877% |
| OH948 | Letart Township, Ohio | 0.0005413001% |
| OH949 | Lewis Township, Ohio | 0.0039998104% |
| OH950 | Lewisburg Village, Ohio | 0.0132254277% |
| OH951 | Lewisville Village, Ohio | 0.0001745536% |
| OH952 | Lexington Township, Ohio | 0.0014349065% |
| OH953 | Lexington Village, Ohio | 0.0093220146% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|-------|--|---------------|
| OH954 | Liberty Center Village, Ohio | 0.0002842517% |
| OH955 | Liberty Township, Adams County, Ohio | 0.0005534059% |
| OH956 | Liberty Township, Butler County, Ohio | 0.1149425287% |
| OH957 | Liberty Township, Clinton County, Ohio | 0.0016058699% |
| OH958 | Liberty Township, Crawford County, Ohio | 0.0001413900% |
| OH959 | Liberty Township, Darke County, Ohio | 0.0010825959% |
| OH960 | Liberty Township, Delaware County, Ohio | 0.0646792482% |
| OH961 | Liberty Township, Guernsey County, Ohio | 0.0001631748% |
| OH962 | Liberty Township, Hancock County, Ohio | 0.0013703927% |
| OH963 | Liberty Township, Hardin County, Ohio | 0.0010773571% |
| OH964 | Liberty Township, Henry County, Ohio | 0.0006632539% |
| OH965 | Liberty Township, Highland County, Ohio | 0.0016487208% |
| OH966 | Liberty Township, Jackson County, Ohio | 0.0018785750% |
| OH967 | Liberty Township, Knox County, Ohio | 0.0003803498% |
| OH968 | Liberty Township, Licking County, Ohio | 0.0000926695% |
| OH969 | Liberty Township, Logan County, Ohio | 0.0003591138% |
| OH970 | Liberty Township, Mercer County, Ohio | 0.0002526633% |
| OH971 | Liberty Township, Putnam County, Ohio | 0.0002235160% |
| OH972 | Liberty Township, Seneca County, Ohio | 0.0003409218% |
| OH973 | Liberty Township, Trumbull County, Ohio | 0.0688997396% |
| OH974 | Liberty Township, Union County, Ohio | 0.0017726349% |
| OH975 | Liberty Township, Wood County, Ohio | 0.0002142817% |
| OH976 | Lick Township, Ohio | 0.0000552522% |
| OH977 | Licking County, Ohio | 0.7119059883% |
| OH978 | Licking Township, Licking County, Ohio | 0.0031507646% |
| OH979 | Licking Township, Muskingum County, Ohio | 0.0012839582% |
| OH980 | Lima City, Ohio | 0.1727455397% |
| OH981 | Limaville Village, Ohio | 0.0003869608% |
| OH982 | Lincoln Heights Village, Ohio | 0.0083419326% |
| OH983 | Lincoln Township, Ohio | 0.0001771237% |
| OH984 | Lindsey Village, Ohio | 0.0006510581% |
| OH985 | Linndale Village, Ohio | 0.0028091858% |
| OH986 | Lisbon Village, Ohio | 0.0009584285% |
| OH987 | Litchfield Township, Ohio | 0.0019838797% |
| OH988 | Lithopolis Village, Ohio | 0.0014069809% |
| OH989 | Liverpool Township, Columbiana County, Ohio | 0.0053112911% |
| OH990 | Liverpool Township, Medina County, Ohio | 0.0054202427% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|--------|---|---------------|
| OH991 | Lockbourne Village, Ohio | 0.0000076368% |
| OH992 | Lockington Village, Ohio | 0.0000443696% |
| OH993 | Lockland Village, Ohio | 0.0146296956% |
| OH994 | Lodi Township, Ohio | 0.0003856097% |
| OH995 | Lodi Village, Ohio | 0.0068845348% |
| OH996 | Logan City, Ohio | 0.0081742815% |
| OH997 | Logan County, Ohio | 0.2671308245% |
| OH998 | Logan Township, Ohio | 0.0001602471% |
| OH999 | London City, Ohio | 0.0432082694% |
| OH1000 | Londonderry Township, Ohio | 0.0001223811% |
| OH1001 | Lorain City, Ohio | 0.2833225817% |
| OH1002 | Lorain County, Ohio | 1.3357776870% |
| OH1003 | Lordstown Village, Ohio | 0.0208012082% |
| OH1004 | Lore City Village, Ohio | 0.0001903706% |
| OH1005 | Lostcreek Township, Ohio | 0.0008063368% |
| OH1006 | Loudon Township, Carroll County, Ohio | 0.0003703748% |
| OH1007 | Loudon Township, Seneca County, Ohio | 0.0000802169% |
| OH1008 | Loudonville Village, Ohio | 0.0063961356% |
| OH1009 | Louisville City, Ohio | 0.0170110645% |
| OH1010 | Loveland City, Ohio | 0.0476149868% |
| OH1011 | Lowell Village, Ohio | 0.0000835538% |
| OH1012 | Lowellville Village, Ohio | 0.0039921417% |
| OH1013 | Lower Salem Village, Ohio | 0.0000220891% |
| OH1014 | Lucas County, Ohio | 3.1972089435% |
| OH1015 | Lucas Village, Ohio | 0.0007671706% |
| OH1016 | Luckey Village, Ohio | 0.0005693772% |
| OH1017 | Ludlow Falls Village, Ohio | 0.0002558525% |
| OH1018 | Ludlow Township, Ohio | 0.0000501323% |
| OH1019 | Lykens Township, Ohio | 0.0000217523% |
| OH1020 | Lynchburg Village, Ohio | 0.0028908592% |
| OH1021 | Lyndhurst City, Ohio | 0.0338761729% |
| OH1022 | Lynn Township, Ohio | 0.0000111068% |
| OH1023 | Lyons Village, Ohio | 0.0001442518% |
| OH1024 | Macedonia City, Ohio | 0.0527014847% |
| OH1025 | Macksburg Village, Ohio | 0.0000477742% |
| OH1026 | Mad River Township, Champaign County, Ohio | 0.0003806616% |
| OH1027 | Mad River Township, Clark County, Ohio | 0.0132962505% |
| OH1028 | Madeira City, Ohio | 0.0133187012% |
| OH1029 | Madison County, Ohio | 0.2562654482% |
| OH1030 | Madison Township, Butler County, Ohio | 0.0065436778% |
| OH1031 | Madison Township, Clark County, Ohio | 0.0028035083% |
| OH1032 | Madison Township, Columbiana County, Ohio | 0.0001863611% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|--------|--|---------------|
| OH1033 | Madison Township, Fayette County, Ohio | 0.0003651188% |
| OH1034 | Madison Township, Franklin County, Ohio | 0.0648596631% |
| OH1035 | Madison Township, Guernsey County, Ohio | 0.0001087832% |
| OH1036 | Madison Township, Hancock County, Ohio | 0.0001546084% |
| OH1037 | Madison Township, Highland County, Ohio | 0.0000451704% |
| OH1038 | Madison Township, Lake County, Ohio Madison Township, Licking County, Ohio | 0.0185550292% |
| OH1039 | | 0.0016124501% |
| OH1040 | Madison Township, Muskingum County, Ohio | 0.0000200618% |
| OH1041 | Madison Township, Pickaway County, Ohio | 0.0005781272% |
| OH1042 | Madison Township, Richland County, Ohio | 0.0162443911% |
| OH1043 | Madison Township, Sandusky County, Ohio | 0.0010398844% |
| OH1044 | Madison Township, Scioto County, Ohio | 0.0090415557% |
| OH1045 | Madison Township, Williams County, Ohio | 0.0001650168% |
| OH1046 | Madison Village, Ohio | 0.0069557668% |
| OH1047 | Magnetic Springs Village, Ohio | 0.0003286007% |
| OH1048 | Magnolia Village, Ohio | 0.0039121470% |
| OH1049 | Mahoning County, Ohio | 1.6000258367% |
| OH1050 | Maineville Village, Ohio | 0.0020362222% |
| OH1051 | Malaga Township, Ohio | 0.0000561065% |
| OH1052 | Malinta Village, Ohio | 0.0000609111% |
| OH1053 | Malta Village, Ohio | 0.0001392397% |
| OH1054 | Malvern Village, Ohio | 0.0005882424% |
| OH1055 | Manchester Township, Ohio | 0.0013966912% |
| OH1056 | Manchester Village, Ohio | 0.0025562084% |
| OH1057 | Mansfield City, Ohio | 0.2140405926% |
| OH1058 | Mantua Township, Ohio | 0.0000649985% |
| OH1059 | Mantua Village, Ohio | 0.0015884020% |
| OH1060 | Maple Heights City, Ohio | 0.0395380059% |
| OH1061 | Marble Cliff Village, Ohio | 0.0004658471% |
| OH1062 | Marblehead Village, Ohio | 0.0019235388% |
| OH1063 | Marengo Village, Ohio | 0.0002597814% |
| OH1064 | Margaretta Township, Ohio | 0.0078229674% |
| OH1065 | Mariemont Village, Ohio | 0.0153812210% |
| OH1066 | Marietta City, Ohio | 0.0852917164% |
| OH1067 | Marietta Township, Ohio | 0.0002088845% |
| OH1068 | Marion City, Ohio | 0.2496505326% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|--------|---|---------------|
| OH1069 | Marion County, Ohio | 0.3374233828% |
| OH1070 | Marion Township, Allen County, Ohio | 0.0001840837% |
| OH1071 | Marion Township, Clinton County, Ohio | 0.0020965523% |
| OH1072 | Marion Township, Fayette County, Ohio | 0.0007695582% |
| OH1073 | Marion Township, Hardin County, Ohio | 0.0006108726% |
| OH1074 | Marion Township, Henry County, Ohio | 0.0000947506% |
| OH1075 | Marion Township, Hocking County, Ohio | 0.0001634856% |
| OH1076 | Marion Township, Marion County, Ohio | 0.0526451142% |
| OH1077 | Marion Township, Mercer County, Ohio | 0.0015069562% |
| OH1078 | Marion Township, Pike County, Ohio | 0.0001943597% |
| OH1079 | Mark Township, Ohio | 0.0001324155% |
| OH1080 | Marlboro Township, Delaware County, Ohio | 0.0001979724% |
| OH1081 | Marlboro Township, Stark County, Ohio | 0.0048193068% |
| OH1082 | Marseilles Township, Ohio | 0.0000067465% |
| OH1083 | Marseilles Village, Ohio | 0.0000067465% |
| OH1084 | Marshall Township, Ohio | 0.0006323861% |
| OH1085 | Marshallville Village, Ohio | 0.0004600557% |
| OH1086 | Martins Ferry City, Ohio | 0.0347299689% |
| OH1087 | Martinsburg Village, Ohio | 0.0000165369% |
| OH1088 | Martinsville Village, Ohio | 0.0006022012% |
| OH1089 | Mary Ann Township, Ohio | 0.0009452294% |
| OH1090 | Marysville City, Ohio | 0.0386422342% |
| OH1091 | Mason City, Ohio | 0.1510527828% |
| OH1092 | Mason Township, Ohio | 0.0000347710% |
| OH1093 | Massie Township, Ohio | 0.0001279911% |
| OH1094 | Massillon City, Ohio | 0.1194930798% |
| OH1095 | Matamoras Village, Ohio | 0.0003175044% |
| OH1096 | Maumee City, Ohio | 0.0830057490% |
| OH1097 | Mayfield Heights City, Ohio | 0.0460098010% |
| OH1098 | Mayfield Village, Ohio | 0.0222206201% |
| OH1099 | McArthur Village, Ohio | 0.0034201873% |
| OH1100 | McClure Village, Ohio | 0.0000744469% |
| OH1101 | McComb Village, Ohio | 0.0019536880% |
| OH1102 | McConnelsville Village, Ohio | 0.0038344466% |
| OH1103 | McDonald Township, Ohio | 0.0004331642% |
| OH1104 | McDonald Village, Ohio | 0.0085762358% |
| OH1105 | McGuffey Village, Ohio | 0.0000111068% |
| OH1106 | McKean Township, Ohio | 0.0016773188% |
| OH1107 | McLean Township, Ohio | 0.0000088739% |
| OH1108 | Mead Township, Ohio | 0.0016310431% |
| OH1109 | Mecca Township, Ohio | 0.0015686157% |
| OH1110 | Mechanicsburg Village, Ohio | 0.0059742716% |
| OH1111 | Medina City, Ohio | 0.0850942672% |
| OH1112 | Medina County, Ohio | 0.7825696764% |
| OH1113 | Medina Township, Ohio | 0.0180792844% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|--------|--|---------------|
| OH1114 | Meigs County, Ohio | 0.1986571471% |
| OH1115 | Meigs Township, Ohio | 0.0019764498% |
| OH1116 | Meigsville Township, Ohio | 0.0000749752% |
| OH1117 | Melrose Village, Ohio | 0.0001123652% |
| OH1118 | Mendon Village, Ohio | 0.0000902369% |
| OH1119 | Mentor City, Ohio | 0.2495262895% |
| OH1120 | Mentor-On-The-Lake City, Ohio | 0.0195974466% |
| OH1121 | Mercer County, Ohio | 0.1655486085% |
| OH1122 | Mesopotamia Township, Ohio | 0.0029496795% |
| OH1123 | Metamora Village, Ohio | 0.0001589872% |
| OH1124 | Meyers Lake Village, Ohio | 0.0015027860% |
| OH1125 | Miami County, Ohio | 0.5778482109% |
| OH1126 | Miami Township, Clermont County, Ohio | 0.2187745945% |
| OH1127 | Miami Township, Greene County, Ohio | 0.0056649739% |
| OH1128 | Miami Township, Hamilton County, Ohio | 0.0222368033% |
| OH1129 | Miami Township, Logan County, Ohio | 0.0002394092% |
| OH1130 | Miami Township, Montgomery County, Ohio | 0.1354683508% |
| OH1131 | Miamisburg City, Ohio | 0.1660413479% |
| OH1132 | Middle Point Village, Ohio | 0.0010159860% |
| OH1133 | Middleburg Heights City, Ohio | 0.0377244809% |
| OH1134 | Middlebury Township, Ohio | 0.0002811281% |
| OH1135 | Middlefield Village, Ohio | 0.0110639374% |
| OH1136 | Middleport Village, Ohio | 0.0066985891% |
| OH1137 | Middleton Township, Columbiana County, Ohio | 0.0013311506% |
| OH1138 | Middleton Township, Wood County, Ohio | 0.0032264709% |
| OH1139 | Middletown City, Ohio | 0.5826547123% |
| OH1140 | Midland Village, Ohio | 0.0000223037% |
| OH1141 | Midvale Village, Ohio | 0.0004926798% |
| OH1142 | Midway Village, Ohio | 0.0006778443% |
| OH1143 | Mifflin Township, Ashland County, Ohio | 0.0003416231% |
| OH1144 | Mifflin Township, Franklin County, Ohio | 0.0915733216% |
| OH1145 | Mifflin Township, Pike County, Ohio | 0.0001267563% |
| OH1146 | Mifflin Township, Richland County, Ohio | 0.0080552911% |
| OH1147 | Mifflin Township, Wyandot County, Ohio | 0.0001214367% |
| OH1148 | Mifflin Village, Ohio | 0.0001545438% |
| OH1149 | Milan Township, Ohio | 0.0020258680% |
| OH1150 | Milan Village, Ohio | 0.0040820332% |
| OH1151 | Milford Center Village, Ohio | 0.0000633084% |
| OH1152 | Milford City, Ohio | 0.0751522099% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|--------|--|---------------|
| OH1153 | Milford Township, Butler County, Ohio | 0.0015672512% |
| OH1154 | Milford Township, Defiance County, Ohio | 0.0002979348% |
| OH1155 | Mill Creek Township, Coshocton County, Ohio | 0.0000229613% |
| OH1156 | Mill Creek Township, Williams County, Ohio | 0.0000628635% |
| OH1157 | Mill Township, Ohio | 0.0121593375% |
| OH1158 | Millbury Village, Ohio | 0.0009905091% |
| OH1159 | Millcreek Township, Ohio | 0.0000180881% |
| OH1160 | Milledgeville Village, Ohio | 0.0000257235% |
| OH1161 | Miller City Village, Ohio | 0.0000248351% |
| OH1162 | Miller Township, Ohio | 0.0008599212% |
| OH1163 | Millersburg Village, Ohio | 0.0018263731% |
| OH1164 | Millersport Village, Ohio | 0.0058664571% |
| OH1165 | Millville Village, Ohio | 0.0076100550% |
| OH1166 | Millwood Township, Ohio | 0.0000543916% |
| OH1167 | Milton Center Village, Ohio | 0.0000061223% |
| OH1168 | Milton Township, Ashland County, Ohio | 0.0000162678% |
| OH1169 | Milton Township, Mahoning County, Ohio | 0.0048642711% |
| OH1170 | Miltonsburg Village, Ohio | 0.0000172975% |
| OH1171 | Mineral City Village, Ohio | 0.0026506173% |
| OH1172 | Minerva Park Village, Ohio | 0.0030776456% |
| OH1173 | Minerva Village, Ohio | 0.0118214870% |
| OH1174 | Mingo Junction Village, Ohio | 0.0074909571% |
| OH1175 | Minster Village, Ohio | 0.0056442578% |
| OH1176 | Mississinawa Township, Ohio | 0.0003444623% |
| OH1177 | Mogadore Village, Ohio | 0.0107618198% |
| OH1178 | Monclova Township, Ohio | 0.0108181339% |
| OH1179 | Monday Creek Township, Ohio | 0.0000430312% |
| OH1180 | Monroe City, Ohio | 0.1198391105% |
| OH1181 | Monroe County, Ohio | 0.0768222745% |
| OH1182 | Monroe Township, Adams County, Ohio | 0.0016865705% |
| OH1183 | Monroe Township, Allen County, Ohio | 0.0002727166% |
| OH1184 | Monroe Township, Carroll County, Ohio | 0.0010130841% |
| OH1185 | Monroe Township, Clermont County, Ohio | 0.0034821896% |
| OH1186 | Monroe Township, Darke County, Ohio | 0.0006151113% |
| OH1187 | Monroe Township, Guernsey County, Ohio | 0.0001903706% |
| OH1188 | Monroe Township, Harrison County, Ohio | 0.0003530677% |
| OH1189 | Monroe Township, Knox County, Ohio | 0.0021828768% |
| OH1190 | Monroe Township, Licking County, Ohio | 0.0160503654% |
| OH1191 | Monroe Township, Logan County, Ohio | 0.0001895323% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|--------|---|---------------|
| OH1192 | Monroe Township, Muskingum County, Ohio | 0.0001203711% |
| OH1193 | Monroe Township, Perry County, Ohio | 0.0000753046% |
| OH1194 | Monroe Township, Pickaway County, Ohio | 0.0003740823% |
| OH1195 | Monroe Township, Preble County, Ohio | 0.0020296448% |
| OH1196 | Monroe Township, Putnam County, Ohio | 0.0007698884% |
| OH1197 | Monroe Township, Richland County, Ohio | 0.0011596765% |
| OH1198 | Monroeville Village, Ohio | 0.0057515643% |
| OH1199 | Monterey Township, Ohio | 0.0001158972% |
| OH1200 | Montezuma Village, Ohio | 0.0003248528% |
| OH1201 | Montgomery City, Ohio | 0.0491831661% |
| OH1202 | Montgomery County, Ohio | 5.1644746001% |
| OH1203 | Montgomery Township, Marion County, Ohio | 0.0007252418% |
| OH1204 | Montgomery Township, Wood County, Ohio | 0.0011448768% |
| OH1205 | Montpelier Village, Ohio | 0.0054141221% |
| OH1206 | Montville Township, Geauga County, Ohio | 0.0005742528% |
| OH1207 | Montville Township, Medina County, Ohio | 0.0202875314% |
| OH1208 | Moorefield Township, Ohio | 0.0090773788% |
| OH1209 | Moraine City, Ohio | 0.0890573422% |
| OH1210 | Moreland Hills Village, Ohio | 0.0034611065% |
| OH1211 | Morgan County, Ohio | 0.0873568346% |
| OH1212 | Morgan Township, Ashtabula County, Ohio | 0.0013032327% |
| OH1213 | Morgan Township, Butler County, Ohio | 0.0060266465% |
| OH1214 | Morgan Township, Gallia County, Ohio | 0.0004498495% |
| OH1215 | Morgan Township, Knox County, Ohio | 0.0013394926% |
| OH1216 | Morgan Township, Scioto County, Ohio | 0.0014216283% |
| OH1217 | Morrall Village, Ohio | 0.0008926053% |
| OH1218 | Morris Township, Ohio | 0.0000330739% |
| OH1219 | Morristown Village, Ohio | 0.0004780643% |
| OH1220 | Morrow County, Ohio | 0.2192732037% |
| OH1221 | Morrow Village, Ohio | 0.0015475289% |
| OH1222 | Moscow Village, Ohio | 0.0010343137% |
| OH1223 | Moulton Township, Ohio | 0.0002403706% |
| OH1224 | Mount Blanchard Village, Ohio | 0.0000632489% |
| OH1225 | Mount Cory Village, Ohio | 0.0001194701% |
| OH1226 | Mount Eaton Village, Ohio | 0.0003286112% |
| OH1227 | Mount Gilead Village, Ohio | 0.0047705309% |
| OH1228 | Mount Healthy City, Ohio | 0.0150472097% |
| OH1229 | Mount Orab Village, Ohio | 0.0858253892% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|--------|-------------------------------|---------------|
| OH1230 | Mount Pleasant Township, Ohio | 0.0009562924% |
| OH1231 | Mount Pleasant Village, Ohio | 0.0001593821% |
| OH1232 | Mount Sterling Village, Ohio | 0.0092167280% |
| OH1233 | Mount Vernon City, Ohio | 0.0916146794% |
| OH1234 | Mount Victory Village, Ohio | 0.0003726928% |
| OH1235 | Mowrystown Village, Ohio | 0.0099826658% |
| OH1236 | Munroe Falls City, Ohio | 0.0144765234% |
| OH1237 | Munson Township, Ohio | 0.0126431327% |
| OH1238 | Murray City Village, Ohio | 0.0003666041% |
| OH1239 | Muskingum County, Ohio | 0.5186890264% |
| OH1240 | Muskingum Township, Ohio | 0.0034591272% |
| OH1241 | Mutual Village, Ohio | 0.0000512624% |
| OH1242 | Napoleon City, Ohio | 0.0200262083% |
| OH1243 | Napoleon Township, Ohio | 0.0008595230% |
| OH1244 | Nashville Village, Ohio | 0.0001163295% |
| OH1245 | Navarre Village, Ohio | 0.0045125337% |
| OH1246 | Nellie Village, Ohio | 0.0000766034% |
| OH1247 | Nelsonville City, Ohio | 0.0153618582% |
| OH1248 | Nevada Village, Ohio | 0.0000539719% |
| OH1249 | Neville Village, Ohio | 0.0000172386% |
| OH1250 | New Albany City, Ohio | 0.0355984449% |
| OH1251 | New Alexandria Village, Ohio | 0.0001593821% |
| OH1252 | New Athens Village, Ohio | 0.0001049661% |
| OH1253 | New Bavaria Village, Ohio | 0.0001925555% |
| OH1254 | New Bloomington Village, Ohio | 0.0006286558% |
| OH1255 | New Boston Village, Ohio | 0.0217793450% |
| OH1256 | New Bremen Village, Ohio | 0.0076829566% |
| OH1257 | New Carlisle City, Ohio | 0.0121258538% |
| OH1258 | New Concord Village, Ohio | 0.0073426360% |
| OH1259 | New Franklin City, Ohio | 0.0293867642% |
| OH1260 | New Haven Township, Ohio | 0.0016334992% |
| OH1261 | New Holland Village, Ohio | 0.0001903085% |
| OH1262 | New Jasper Township, Ohio | 0.0016406755% |
| OH1263 | New Knoxville Village, Ohio | 0.0011840478% |
| OH1264 | New Lebanon Village, Ohio | 0.0058388430% |
| OH1265 | New Lexington Village, Ohio | 0.0129954223% |
| OH1266 | New London Township, Ohio | 0.0002882646% |
| OH1267 | New London Village, Ohio | 0.0030473682% |
| OH1268 | New Madison Village, Ohio | 0.0016608005% |
| OH1269 | New Market Township, Ohio | 0.0002484374% |
| OH1270 | New Miami Village, Ohio | 0.0024074272% |
| OH1271 | New Middletown Village, Ohio | 0.0007615778% |
| OH1272 | New Paris Village, Ohio | 0.0016204423% |
| OH1273 | New Philadelphia City, Ohio | 0.0774788253% |
| OH1274 | New Richmond Village, Ohio | 0.0330808011% |
| OH1275 | New Riegel Village, Ohio | 0.0002406507% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|--------|--|---------------|
| OH1276 | New Russia Township, Ohio | 0.0008375698% |
| OH1277 | New Straitsville Village, Ohio | 0.0021300444% |
| OH1278 | New Vienna Village, Ohio | 0.0009144537% |
| OH1279 | New Washington Village, Ohio | 0.0012290055% |
| OH1280 | New Waterford Village, Ohio | 0.0048586998% |
| OH1281 | New Weston Village, Ohio | 0.0000861156% |
| OH1282 | Newark City, Ohio | 0.1777772576% |
| OH1283 | Newark Township, Ohio | 0.0018255901% |
| OH1284 | Newberry Township, Ohio | 0.0019874499% |
| OH1285 | Newburgh Heights Village, Ohio | 0.0042789708% |
| OH1286 | Newbury Township, Ohio | 0.0027755552% |
| OH1287 | Newcomerstown Village, Ohio | 0.0076759513% |
| OH1288 | Newton Falls Village, Ohio | 0.0365044154% |
| OH1289 | Newton Township, Licking County, Ohio | 0.0011027676% |
| OH1290 | Newton Township, Muskingum County, Ohio | 0.0020262466% |
| OH1291 | Newton Township, Pike County, Ohio | 0.0002281614% |
| OH1292 | Newton Township, Trumbull County, Ohio | 0.0026939270% |
| OH1293 | Newtonsville Village, Ohio | 0.0005516340% |
| OH1294 | Newtown Village, Ohio | 0.0057282940% |
| OH1295 | Ney Village, Ohio | 0.0000662077% |
| OH1296 | Nile Township, Ohio | 0.0052315920% |
| OH1297 | Niles City, Ohio | 0.1643806952% |
| OH1298 | Nimishillen Township, Ohio | 0.0122610291% |
| OH1299 | Noble County, Ohio | 0.0987433126% |
| OH1300 | Noble Township, Auglaize County, Ohio | 0.0000089026% |
| OH1301 | Noble Township, Defiance County, Ohio | 0.0003420733% |
| OH1302 | Noble Township, Noble County, Ohio | 0.0008278915% |
| OH1303 | North Baltimore Village, Ohio | 0.0034529973% |
| OH1304 | North Bend Village, Ohio | 0.0025608089% |
| OH1305 | North Bloomfield Township, Ohio | 0.0004132886% |
| OH1306 | North Canton City, Ohio | 0.0524878920% |
| OH1307 | North College Hill City, Ohio | 0.0194144077% |
| OH1308 | North Fairfield Village, Ohio | 0.0000686344% |
| OH1309 | North Hampton Village, Ohio | 0.0018236413% |
| OH1310 | North Kingsville Village, Ohio | 0.0058586766% |
| OH1311 | North Lewisburg Village, Ohio | 0.0040569220% |
| OH1312 | North Olmsted City, Ohio | 0.0399884238% |
| OH1313 | North Perry Village, Ohio | 0.0021416939% |
| OH1314 | North Randall Village, Ohio | 0.0010272691% |
| OH1315 | North Ridgeville City, Ohio | 0.1099748579% |
| OH1316 | North Robinson Village, Ohio | 0.0000652569% |
| OH1317 | North Royalton City, Ohio | 0.0490362937% |
| OH1318 | North Star Village, Ohio | 0.0006041028% |
| OH1319 | North Township, Ohio | 0.0006202542% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|--------|--|---------------|
| OH1320 | Northfield Center Township, Ohio | 0.0055419447% |
| OH1321 | Northfield Village, Ohio | 0.0204907382% |
| OH1322 | Northwest Township, Ohio | 0.0003378915% |
| OH1323 | Northwood City, Ohio | 0.0154037964% |
| OH1324 | Norton City, Ohio | 0.0374368018% |
| OH1325 | Norwalk City, Ohio | 0.0671930963% |
| OH1326 | Norwalk Township, Ohio | 0.0009746088% |
| OH1327 | Norwich Township, Franklin County, Ohio | 0.0881825657% |
| OH1328 | Norwich Township, Huron County, Ohio | 0.0005490754% |
| OH1329 | Norwich Village, Ohio | 0.0000776491% |
| OH1330 | Norwood City, Ohio | 0.1133550899% |
| OH1331 | Nottingham Township, Ohio | 0.0002290169% |
| OH1332 | Oak Harbor Village, Ohio | 0.0043210926% |
| OH1333 | Oak Hill Village, Ohio | 0.0009945397% |
| OH1334 | Oakwood City, Ohio | 0.0665292396% |
| OH1335 | Oakwood Village, Cuyahoga County, Ohio | 0.0160412015% |
| OH1336 | Oakwood Village, Paulding County, Ohio | 0.0006103209% |
| OH1337 | Oberlin City, Ohio | 0.0523286319% |
| OH1338 | Obetz Village, Ohio | 0.0012677151% |
| OH1339 | Octa Village, Ohio | 0.0000132032% |
| OH1340 | Ohio City Village, Ohio | 0.0013381279% |
| OH1341 | Ohio Township, Clermont County, Ohio | 0.0024995915% |
| OH1342 | Ohio Township, Monroe County, Ohio | 0.0002805325% |
| OH1343 | Old Washington Village, Ohio | 0.0016589439% |
| OH1344 | Olive Township, Meigs County, Ohio | 0.0005413001% |
| OH1345 | Olive Township, Noble County, Ohio | 0.0002069729% |
| OH1346 | Olmsted Falls City, Ohio | 0.0116318466% |
| OH1347 | Olmsted Township, Ohio | 0.0148163807% |
| OH1348 | Ontario City, Ohio | 0.0192773910% |
| OH1349 | Orange Township, Ashland County, Ohio | 0.0004880329% |
| OH1350 | Orange Township, Carroll County, Ohio | 0.0003703748% |
| OH1351 | Orange Township, Delaware County, Ohio | 0.0531556020% |
| OH1352 | Orange Township, Meigs County, Ohio | 0.0003383126% |
| OH1353 | Orange Township, Shelby County, Ohio | 0.0011891054% |
| OH1354 | Orange Village, Ohio | 0.0100237754% |
| OH1355 | Orangeville Village, Ohio | 0.0005285553% |
| OH1356 | Oregon City, Ohio | 0.0936692081% |
| OH1357 | Orrville City, Ohio | 0.0089614214% |
| OH1358 | Orwell Township, Ohio | 0.0004813742% |
| OH1359 | Orwell Village, Ohio | 0.0054712290% |
| OH1360 | Osgood Village, Ohio | 0.0000984178% |
| OH1361 | Osnaburg Township, Ohio | 0.0017515756% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|--------|---|---------------|
| OH1362 | Ostrander Village, Ohio | 0.0001237328% |
| OH1363 | Ottawa County, Ohio | 0.2393019717% |
| OH1364 | Ottawa Hills Village, Ohio | 0.0134021121% |
| OH1365 | Ottawa Village, Ohio | 0.0047352274% |
| OH1366 | Ottoville Village, Ohio | 0.0010927448% |
| OH1367 | Otway Village, Ohio | 0.0001137303% |
| OH1368 | Owensville Village, Ohio | 0.0008791667% |
| OH1369 | Oxford City, Ohio | 0.0794612533% |
| OH1370 | Oxford Township, Butler County, Ohio | 0.1101599888% |
| OH1371 | Oxford Township, Coshocton County, Ohio | 0.0002143057% |
| OH1372 | Oxford Township, Guernsey County, Ohio | 0.0001223811% |
| OH1373 | Oxford Township, Tuscarawas County, Ohio | 0.0000788288% |
| OH1374 | Painesville City, Ohio | 0.0828627046% |
| OH1375 | Painesville Township, Ohio | 0.0334236916% |
| OH1376 | Paint Township, Fayette County, Ohio | 0.0000280861% |
| OH1377 | Paint Township, Highland County, Ohio | 0.0002710226% |
| OH1378 | Paint Township, Holmes County, Ohio | 0.0004187862% |
| OH1379 | Paint Township, Madison County, Ohio | 0.0000155425% |
| OH1380 | Paint Township, Ross County, Ohio | 0.0003836542% |
| OH1381 | Paint Township, Wayne County, Ohio | 0.0001894347% |
| OH1382 | Palestine Village, Ohio | 0.0005121741% |
| OH1383 | Palmer Township, Ohio | 0.0000584877% |
| OH1384 | Palmyra Township, Ohio | 0.0008124819% |
| OH1385 | Pandora Village, Ohio | 0.0009188990% |
| OH1386 | Paris Township, Portage County, Ohio | 0.0001503091% |
| OH1387 | Paris Township, Stark County, Ohio | 0.0010390703% |
| OH1388 | Parkman Township, Ohio | 0.0008613792% |
| OH1389 | Parma City, Ohio | 0.1543116176% |
| OH1390 | Parma Heights City, Ohio | 0.0326118418% |
| OH1391 | Parral Village, Ohio | 0.0000098536% |
| OH1392 | Pataskala City, Ohio | 0.0174033408% |
| OH1393 | Patterson Village, Ohio | 0.0000841761% |
| OH1394 | Paulding County, Ohio | 0.0839721160% |
| OH1395 | Paulding Township, Ohio | 0.0001534939% |
| OH1396 | Paulding Village, Ohio | 0.0016847781% |
| OH1397 | Paxton Township, Ohio | 0.0010329152% |
| OH1398 | Payne Village, Ohio | 0.0005664655% |
| OH1399 | Pease Township, Ohio | 0.0005202465% |
| OH1400 | Pebble Township, Ohio | 0.0003464673% |
| OH1401 | Pee Pee Township, Ohio | 0.0015041749% |
| OH1402 | Peebles Village, Ohio | 0.0067989872% |
| OH1403 | Pemberville Village, Ohio | 0.0012856905% |
| OH1404 | Peninsula Village, Ohio | 0.0050407601% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|--------|--|---------------|
| OH1405 | Penn Township, Ohio | 0.0001392397% |
| OH1406 | Pepper Pike City, Ohio | 0.0193758750% |
| OH1407 | Perkins Township, Ohio | 0.0512077107% |
| OH1408 | Perry County, Ohio | 0.2380485965% |
| OH1409 | Perry Township, Allen County, Ohio | 0.0045543679% |
| OH1410 | Perry Township, Brown County, Ohio | 0.0143559087% |
| OH1411 | Perry Township, Columbiana County, Ohio | 0.0048853229% |
| OH1412 | Perry Township, Fayette County, Ohio | 0.0003538844% |
| OH1413 | Perry Township, Franklin County, Ohio | 0.0091642053% |
| OH1414 | Perry Township, Lake County, Ohio | 0.0025586608% |
| OH1415 | Perry Township, Lawrence County, Ohio | 0.0009214313% |
| OH1416 | Perry Township, Licking County, Ohio | 0.0016309840% |
| OH1417 | Perry Township, Logan County, Ohio | 0.0026933538% |
| OH1418 | Perry Township, Monroe County, Ohio | 0.0000872768% |
| OH1419 | Perry Township, Muskingum County, Ohio | 0.0027986277% |
| OH1420 | Perry Township, Pickaway County, Ohio | 0.0000291493% |
| OH1421 | Perry Township, Pike County, Ohio | 0.0001267563% |
| OH1422 | Perry Township, Putnam County, Ohio | 0.0000082784% |
| OH1423 | Perry Township, Richland County, Ohio | 0.0004103471% |
| OH1424 | Perry Township, Stark County, Ohio | 0.0537347763% |
| OH1425 | Perry Township, Wood County, Ohio | 0.0001040797% |
| OH1426 | Perry Village, Ohio | 0.0054300469% |
| OH1427 | Perrysburg City, Ohio | 0.0576846462% |
| OH1428 | Perrysburg Township, Ohio | 0.0342177338% |
| OH1429 | Perrysville Village, Ohio | 0.0008459238% |
| OH1430 | Peru Township, Huron County, Ohio | 0.0000274538% |
| OH1431 | Peru Township, Morrow County, Ohio | 0.0000708495% |
| OH1432 | Phillipsburg Village, Ohio | 0.0041962937% |
| OH1433 | Philo Village, Ohio | 0.0010532470% |
| OH1434 | Pickaway County, Ohio | 0.0934088328% |
| OH1435 | Pickaway Township, Ohio | 0.0005441197% |
| OH1436 | Pickerington City, Ohio | 0.0350194279% |
| OH1437 | Pierce Township, Ohio | 0.0721778605% |
| OH1438 | Pierpont Township, Ohio | 0.0011858243% |
| OH1439 | Pike County, Ohio | 0.3072066041% |
| OH1440 | Pike Township, Brown County, Ohio | 0.0024184900% |
| OH1441 | Pike Township, Clark County, Ohio | 0.0026810249% |
| OH1442 | Pike Township, Perry County, Ohio | 0.0022268646% |
| OH1443 | Pike Township, Stark County, Ohio | 0.0021276201% |
| OH1444 | Piketon Village, Ohio | 0.0023999196% |
| OH1445 | Pioneer Village, Ohio | 0.0028760068% |
| OH1446 | Piqua City, Ohio | 0.0869480927% |
| OH1447 | Pitsburg Village, Ohio | 0.0005659024% |
| OH1448 | Pitt Township, Ohio | 0.0002833522% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|--------|--|---------------|
| OH1449 | Plain City Village, Ohio | 0.0102501421% |
| OH1450 | Plain Township, Franklin County, Ohio | 0.0388485937% |
| OH1451 | Plain Township, Stark County, Ohio | 0.0464019090% |
| OH1452 | Plain Township, Wayne County, Ohio | 0.0002976831% |
| OH1453 | Plain Township, Wood County, Ohio | 0.0002693828% |
| OH1454 | Plainfield Village, Ohio | 0.0000153076% |
| OH1455 | Pleasant City Village, Ohio | 0.0008654831% |
| OH1456 | Pleasant Hill Village, Ohio | 0.0002839214% |
| OH1457 | Pleasant Plain Village, Ohio | 0.0000116356% |
| OH1458 | Pleasant Township, Brown County, Ohio | 0.0012092450% |
| OH1459 | Pleasant Township, Clark County, Ohio | 0.0032390047% |
| OH1460 | Pleasant Township, Fairfield County, Ohio | 0.0068849393% |
| OH1461 | Pleasant Township, Franklin County, Ohio | 0.0137844922% |
| OH1462 | Pleasant Township, Hancock County, Ohio | 0.0002811062% |
| OH1463 | Pleasant Township, Henry County, Ohio | 0.0002233406% |
| OH1464 | Pleasant Township, Knox County, Ohio | 0.0045641970% |
| OH1465 | Pleasant Township, Marion County, Ohio | 0.0096326984% |
| OH1466 | Pleasant Township, Perry County, Ohio | 0.0001828826% |
| OH1467 | Pleasant Township, Seneca County, Ohio | 0.0003208676% |
| OH1468 | Pleasant Township, Van Wert County, Ohio | 0.0002849717% |
| OH1469 | Pleasantville Village, Ohio | 0.0000570350% |
| OH1470 | Plymouth Township, Ohio | 0.0017493844% |
| OH1471 | Plymouth Village, Ohio | 0.0065060016% |
| OH1472 | Poland Township, Ohio | 0.0148262002% |
| OH1473 | Poland Village, Ohio | 0.0061663235% |
| OH1474 | Polk Township, Ohio | 0.0010767393% |
| OH1475 | Polk Village, Ohio | 0.0000406694% |
| OH1476 | Pomeroy Village, Ohio | 0.0093881741% |
| OH1477 | Port Clinton City, Ohio | 0.0145364578% |
| OH1478 | Port Jefferson Village, Ohio | 0.0003105872% |
| OH1479 | Port Washington Village, Ohio | 0.0003251687% |
| OH1480 | Port William Village, Ohio | 0.0010928837% |
| OH1481 | Portage County, Ohio | 0.9187057360% |
| OH1482 | Portage Township, Hancock County, Ohio | 0.0001686637% |
| OH1483 | Portage Township, Ottawa County, Ohio | 0.0000480885% |
| OH1484 | Portage Township, Wood County, Ohio | 0.0001408137% |
| OH1485 | Portage Village, Ohio | 0.0016040519% |
| OH1486 | Porter Township, Delaware County, Ohio | 0.0036954857% |
| OH1487 | Porter Township, Scioto County, Ohio | 0.0395496982% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|--------|--|---------------|
| OH1488 | Portsmouth City, Ohio | 0.2233662325% |
| OH1489 | Potsdam Village, Ohio | 0.0000227137% |
| OH1490 | Powell City, Ohio | 0.0184361841% |
| OH1491 | Powhatan Point Village, Ohio | 0.0016591645% |
| OH1492 | Prairie Township, Franklin County, Ohio | 0.0344574120% |
| OH1493 | Prairie Township, Holmes County, Ohio | 0.0003867956% |
| OH1494 | Preble County, Ohio | 0.3067055248% |
| OH1495 | Proctorville Village, Ohio | 0.0018254771% |
| OH1496 | Prospect Village, Ohio | 0.0011157566% |
| OH1497 | Providence Township, Ohio | 0.0026476678% |
| OH1498 | Pulaski Township, Ohio | 0.0002907439% |
| OH1499 | Pultney Township, Ohio | 0.0018560145% |
| OH1500 | Pusheta Township, Ohio | 0.0002670784% |
| OH1501 | Put In Bay Township, Ohio | 0.0034623699% |
| OH1502 | Put-In-Bay Village, Ohio | 0.0040050827% |
| OH1503 | Putnam County, Ohio | 0.1372967601% |
| OH1504 | Quaker City Village, Ohio | 0.0004351328% |
| OH1505 | Quincy Village, Ohio | 0.0003391631% |
| OH1506 | Raccoon Township, Ohio | 0.0003561309% |
| OH1507 | Racine Village, Ohio | 0.0010826003% |
| OH1508 | Radnor Township, Ohio | 0.0001814747% |
| OH1509 | Randolph Township, Ohio | 0.0013730943% |
| OH1510 | Range Township, Ohio | 0.0007149570% |
| OH1511 | Rarden Township, Ohio | 0.0020471447% |
| OH1512 | Rarden Village, Ohio | 0.0005117862% |
| OH1513 | Ravenna City, Ohio | 0.0218557620% |
| OH1514 | Ravenna Township, Ohio | 0.0059636168% |
| OH1515 | Rawson Village, Ohio | 0.0001405531% |
| OH1516 | Rayland Village, Ohio | 0.0003984552% |
| OH1517 | Reading City, Ohio | 0.0457344992% |
| OH1518 | Reading Township, Ohio | 0.0019364040% |
| OH1519 | Recovery Township, Ohio | 0.0000812132% |
| OH1520 | Reily Township, Ohio | 0.0012764211% |
| OH1521 | Reminderville Village, Ohio | 0.0151415568% |
| OH1522 | Rendville Village, Ohio | 0.0001828826% |
| OH1523 | Republic Village, Ohio | 0.0011130095% |
| OH1524 | Reynoldsburg City, Ohio | 0.0697130845% |
| OH1525 | Rice Township, Ohio | 0.0003978688% |
| OH1526 | Richfield Township, Henry County, Ohio | 0.0023349246% |
| OH1527 | Richfield Township, Lucas County, Ohio | 0.0047039321% |
| OH1528 | Richfield Township, Summit County, Ohio | 0.0095996121% |
| OH1529 | Richfield Village, Ohio | 0.0399887454% |
| OH1530 | Richland County, Ohio | 0.7455113947% |
| OH1531 | Richland Township, Allen County, Ohio | 0.0002999883% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|--------|--|---------------|
| OH1532 | Richland Township, Belmont County, Ohio | 0.0026715361% |
| OH1533 | Richland Township, Clinton County, Ohio | 0.0005798975% |
| OH1534 | Richland Township, Darke County, Ohio | 0.0002952534% |
| OH1535 | Richland Township, Fairfield County, Ohio | 0.0003503579% |
| OH1536 | Richland Township, Holmes County, Ohio | 0.0001483201% |
| OH1537 | Richland Township, Wyandot County, Ohio | 0.0001079437% |
| OH1538 | Richmond Heights City, Ohio | 0.0218650269% |
| OH1539 | Richmond Township, Ashtabula County, Ohio | 0.0003170025% |
| OH1540 | Richmond Township, Huron County, Ohio | 0.0015099572% |
| OH1541 | Richmond Village, Ohio | 0.0007609773% |
| OH1542 | Richwood Village, Ohio | 0.0014048433% |
| OH1543 | Ridgefield Township, Ohio | 0.0003431721% |
| OH1544 | Ridgeville Township, Ohio | 0.0002165727% |
| OH1545 | Ridgeway Village, Ohio | 0.0003864298% |
| OH1546 | Riley Township, Ohio | 0.0007202182% |
| OH1547 | Rio Grande Village, Ohio | 0.0014432672% |
| OH1548 | Ripley Township, Holmes County, Ohio | 0.0000348988% |
| OH1549 | Ripley Township, Huron County, Ohio | 0.0000137269% |
| OH1550 | Ripley Village, Ohio | 0.0111932679% |
| OH1551 | Risingsun Village, Ohio | 0.0004530528% |
| OH1552 | Rittman City, Ohio | 0.0059649971% |
| OH1553 | Riverlea Village, Ohio | 0.0001680104% |
| OH1554 | Riverside City, Ohio | 0.0817797700% |
| OH1555 | Roaming Shores Village, Ohio | 0.0034987688% |
| OH1556 | Rochester Township, Ohio | 0.0013537465% |
| OH1557 | Rochester Village, Ohio | 0.0000194784% |
| OH1558 | Rock Creek Village, Ohio | 0.0002113350% |
| OH1559 | Rockford Village, Ohio | 0.0018408327% |
| OH1560 | Rocky Ridge Village, Ohio | 0.0002129632% |
| OH1561 | Rocky River City, Ohio | 0.0503638414% |
| OH1562 | Rogers Village, Ohio | 0.0005457718% |
| OH1563 | Rome Township, Ashtabula County, Ohio | 0.0014206410% |
| OH1564 | Rome Township, Athens County, Ohio | 0.0002813909% |
| OH1565 | Rome Township, Lawrence County, Ohio | 0.0010605153% |
| OH1566 | Rome Village, Ohio | 0.0002586036% |
| OH1567 | Rootstown Township, Ohio | 0.0026527533% |
| OH1568 | Rose Township, Ohio | 0.0004793086% |
| OH1569 | Roseville Village, Ohio | 0.0016522526% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|--------|--|---------------|
| OH1570 | Ross County, Ohio | 1.0109583321% |
| OH1571 | Ross Township, Butler County, Ohio | 0.0261747113% |
| OH1572 | Ross Township, Greene County, Ohio | 0.0002579678% |
| OH1573 | Ross Township, Jefferson County, Ohio | 0.0004940844% |
| OH1574 | Roszburg Village, Ohio | 0.0000984178% |
| OH1575 | Rossford City, Ohio | 0.0126977241% |
| OH1576 | Roswell Village, Ohio | 0.0002759007% |
| OH1577 | Roundhead Township, Ohio | 0.0002332423% |
| OH1578 | Royalton Township, Ohio | 0.0009661532% |
| OH1579 | Rumley Township, Ohio | 0.0006297965% |
| OH1580 | Rush Creek Township, Ohio | 0.0026562014% |
| OH1581 | Rush Township, Scioto County, Ohio | 0.0047482384% |
| OH1582 | Rush Township, Tuscarawas County, Ohio | 0.0000689752% |
| OH1583 | Rushcreek Township, Ohio | 0.0004189662% |
| OH1584 | Rushsylvania Village, Ohio | 0.0000099754% |
| OH1585 | Rushville Village, Ohio | 0.0000244436% |
| OH1586 | Russell Township, Ohio | 0.0185770784% |
| OH1587 | Russells Point Village, Ohio | 0.0022943385% |
| OH1588 | Russellville Village, Ohio | 0.0057671685% |
| OH1589 | Russia Village, Ohio | 0.0003460829% |
| OH1590 | Rutland Village, Ohio | 0.0004567220% |
| OH1591 | Sabina Village, Ohio | 0.0072933257% |
| OH1592 | Sagamore Hills Township, Ohio | 0.0226207726% |
| OH1593 | Salem City, Ohio | 0.0383095249% |
| OH1594 | Salem Township, Auglaize County, Ohio | 0.0001157340% |
| OH1595 | Salem Township, Champaign County, Ohio | 0.0003806616% |
| OH1596 | Salem Township, Columbiana County, Ohio | 0.0009051824% |
| OH1597 | Salem Township, Muskingum County, Ohio | 0.0003912060% |
| OH1598 | Salem Township, Ottawa County, Ohio | 0.0007213271% |
| OH1599 | Salem Township, Shelby County, Ohio | 0.0010648705% |
| OH1600 | Salem Township, Tuscarawas County, Ohio | 0.0026407637% |
| OH1601 | Salem Township, Warren County, Ohio | 0.0074583911% |
| OH1602 | Salem Township, Washington County, Ohio | 0.0005013228% |
| OH1603 | Salesville Village, Ohio | 0.0000679895% |
| OH1604 | Salineville Village, Ohio | 0.0034609917% |
| OH1605 | Salisbury Township, Ohio | 0.0003552282% |
| OH1606 | Salt Creek Township, Hocking County, Ohio | 0.0001833021% |
| OH1607 | Salt Creek Township, Holmes County, Ohio | 0.0000465318% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|--------|---|---------------|
| OH1608 | Salt Creek Township, Wayne County, Ohio | 0.0001391765% |
| OH1609 | Salt Lick Township, Ohio | 0.0000430312% |
| OH1610 | Salt Rock Township, Ohio | 0.0007066458% |
| OH1611 | Saltcreek Township, Ohio | 0.0003935151% |
| OH1612 | Sandusky City, Ohio | 0.1261336610% |
| OH1613 | Sandusky County, Ohio | 0.3072903644% |
| OH1614 | Sandusky Township, Crawford County, Ohio | 0.0000108762% |
| OH1615 | Sandusky Township, Sandusky County, Ohio | 0.0015100930% |
| OH1616 | Sandy Township, Stark County, Ohio | 0.0049479536% |
| OH1617 | Sandy Township, Tuscarawas County, Ohio | 0.0006897517% |
| OH1618 | Sarahsville Village, Ohio | 0.0000689910% |
| OH1619 | Sardinia Village, Ohio | 0.0044028921% |
| OH1620 | Savannah Village, Ohio | 0.0002294615% |
| OH1621 | Saybrook Township, Ohio | 0.0161906113% |
| OH1622 | Scio Village, Ohio | 0.0001526779% |
| OH1623 | Scioto County, Ohio | 0.9401796346% |
| OH1624 | Scioto Township, Delaware County, Ohio | 0.0019714756% |
| OH1625 | Scioto Township, Pickaway County, Ohio | 0.0062913839% |
| OH1626 | Scioto Township, Pike County, Ohio | 0.0002619631% |
| OH1627 | Scioto Township, Ross County, Ohio | 0.0146969071% |
| OH1628 | Scipio Township, Meigs County, Ohio | 0.0004736376% |
| OH1629 | Scipio Township, Seneca County, Ohio | 0.0005615183% |
| OH1630 | Scott Township, Marion County, Ohio | 0.0001301716% |
| OH1631 | Scott Township, Sandusky County, Ohio | 0.0009313747% |
| OH1632 | Scott Village, Ohio | 0.0006416289% |
| OH1633 | Seal Township, Ohio | 0.0013351665% |
| OH1634 | Seaman Village, Ohio | 0.0025035030% |
| OH1635 | Sebring Village, Ohio | 0.0078737318% |
| OH1636 | Seneca County, Ohio | 0.2801274556% |
| OH1637 | Seneca Township, Monroe County, Ohio | 0.0000124681% |
| OH1638 | Seneca Township, Noble County, Ohio | 0.0000172477% |
| OH1639 | Senecaville Village, Ohio | 0.0007886782% |
| OH1640 | Seven Hills City, Ohio | 0.0208535620% |
| OH1641 | Seven Mile Village, Ohio | 0.0013087356% |
| OH1642 | Seville Village, Ohio | 0.0055383307% |
| OH1643 | Shadyside Village, Ohio | 0.0078177582% |
| OH1644 | Shaker Heights City, Ohio | 0.1048407101% |
| OH1645 | Shalersville Township, Ohio | 0.0000934354% |
| OH1646 | Sharon Township, Franklin County, Ohio | 0.0053763338% |
| OH1647 | Sharon Township, Medina County, Ohio | 0.0058099333% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|--------|---|---------------|
| OH1648 | Sharon Township, Richland County, Ohio | 0.0000802853% |
| OH1649 | Sharonville City, Ohio | 0.1284229161% |
| OH1650 | Shawnee Hills Village, Ohio | 0.0030520752% |
| OH1651 | Shawnee Township, Ohio | 0.0289829613% |
| OH1652 | Shawnee Village, Ohio | 0.0005916790% |
| OH1653 | Sheffield Lake City, Ohio | 0.0113266702% |
| OH1654 | Sheffield Township, Ashtabula County, Ohio | 0.0012562693% |
| OH1655 | Sheffield Township, Lorain County, Ohio | 0.0039054125% |
| OH1656 | Sheffield Village, Ohio | 0.0383431647% |
| OH1657 | Shelby City, Ohio | 0.0301426674% |
| OH1658 | Shelby County, Ohio | 0.2601922372% |
| OH1659 | Sherrodsville Village, Ohio | 0.0010675510% |
| OH1660 | Sherwood Village, Ohio | 0.0012358778% |
| OH1661 | Shiloh Village, Ohio | 0.0001516500% |
| OH1662 | Shreve Village, Ohio | 0.0012061965% |
| OH1663 | Sidney City, Ohio | 0.0768126600% |
| OH1664 | Silver Lake Village, Ohio | 0.0087129009% |
| OH1665 | Silverton Village, Ohio | 0.0117488480% |
| OH1666 | Sinking Spring Village, Ohio | 0.0018697801% |
| OH1667 | Smith Township, Belmont County, Ohio | 0.0011670394% |
| OH1668 | Smith Township, Mahoning County, Ohio | 0.0056258490% |
| OH1669 | Smithfield Township, Ohio | 0.0003028259% |
| OH1670 | Smithfield Village, Ohio | 0.0021516579% |
| OH1671 | Smithville Village, Ohio | 0.0012448566% |
| OH1672 | Solon City, Ohio | 0.0575665779% |
| OH1673 | Somerford Township, Ohio | 0.0018806477% |
| OH1674 | Somers Township, Ohio | 0.0009493500% |
| OH1675 | Somerset Village, Ohio | 0.0013447250% |
| OH1676 | Somerville Village, Ohio | 0.0001615723% |
| OH1677 | South Amherst Village, Ohio | 0.0020257501% |
| OH1678 | South Bloomfield Township, Ohio | 0.0004782339% |
| OH1679 | South Bloomfield Village, Ohio | 0.0012874261% |
| OH1680 | South Charleston Village, Ohio | 0.0026810249% |
| OH1681 | South Euclid City, Ohio | 0.0416202012% |
| OH1682 | South Lebanon Village, Ohio | 0.0058643200% |
| OH1683 | South Point Village, Ohio | 0.0061370801% |
| OH1684 | South Russell Village, Ohio | 0.0067283287% |
| OH1685 | South Salem Village, Ohio | 0.0005572426% |
| OH1686 | South Solon Village, Ohio | 0.0007460421% |
| OH1687 | South Vienna Village, Ohio | 0.0009118207% |
| OH1688 | South Webster Village, Ohio | 0.0024736332% |
| OH1689 | South Zanesville Village, Ohio | 0.0015547932% |
| OH1690 | Southington Township, Ohio | 0.0014492645% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|--------|---|---------------|
| OH1691 | Sparta Village, Ohio | 0.0000770825% |
| OH1692 | Spencer Township, Allen County, Ohio | 0.0001636300% |
| OH1693 | Spencer Township, Guernsey County, Ohio | 0.0001631748% |
| OH1694 | Spencer Township, Lucas County, Ohio | 0.0024565990% |
| OH1695 | Spencer Township, Medina County, Ohio | 0.0000708528% |
| OH1696 | Spencer Village, Ohio | 0.0016178066% |
| OH1697 | Spencerville Village, Ohio | 0.0025294469% |
| OH1698 | Sprigg Township, Ohio | 0.0001054107% |
| OH1699 | Spring Valley Township, Ohio | 0.0070786377% |
| OH1700 | Spring Valley Village, Ohio | 0.0001444620% |
| OH1701 | Springboro City, Ohio | 0.0299889938% |
| OH1702 | Springdale City, Ohio | 0.0692154947% |
| OH1703 | Springfield City, Ohio | 0.4735887613% |
| OH1704 | Springfield Township, Clark County, Ohio | 0.0105063514% |
| OH1705 | Springfield Township, Gallia County, Ohio | 0.0009746740% |
| OH1706 | Springfield Township, Hamilton County, Ohio | 0.1053972703% |
| OH1707 | Springfield Township, Jefferson County, Ohio | 0.0002231349% |
| OH1708 | Springfield Township, Lucas County, Ohio | 0.0432543386% |
| OH1709 | Springfield Township, Mahoning County, Ohio | 0.0039675747% |
| OH1710 | Springfield Township, Richland County, Ohio | 0.0177162881% |
| OH1711 | Springfield Township, Ross County, Ohio | 0.0053121351% |
| OH1712 | Springfield Township, Summit County, Ohio | 0.0469667767% |
| OH1713 | Springfield Township, Williams County, Ohio | 0.0004950504% |
| OH1714 | St Albans Township, Ohio | 0.0043369348% |
| OH1715 | St Clair Township, Butler County, Ohio | 0.0005493458% |
| OH1716 | St Clair Township, Columbiana County, Ohio | 0.0167991211% |
| OH1717 | St Marys Township, Ohio | 0.0002136628% |
| OH1718 | St. Bernard Village, Ohio | 0.0379854367% |
| OH1719 | St. Clairsville City, Ohio | 0.0187569954% |
| OH1720 | St. Henry Village, Ohio | 0.0014076956% |
| OH1721 | St. Louisville Village, Ohio | 0.0003799451% |
| OH1722 | St. Marys City, Ohio | 0.0281144576% |
| OH1723 | St. Paris Village, Ohio | 0.0038066155% |
| OH1724 | Stafford Village, Ohio | 0.0000249362% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|--------|--|---------------|
| OH1725 | Stark County, Ohio | 1.5315796664% |
| OH1726 | Starr Township, Ohio | 0.0001436692% |
| OH1727 | Staunton Township, Ohio | 0.0003747763% |
| OH1728 | Sterling Township, Ohio | 0.0043408795% |
| OH1729 | Steubenville City, Ohio | 0.1367338744% |
| OH1730 | Steubenville Township, Ohio | 0.0000318764% |
| OH1731 | Stock Township, Harrison County, Ohio | 0.0003339830% |
| OH1732 | Stock Township, Noble County, Ohio | 0.0000344955% |
| OH1733 | Stockport Village, Ohio | 0.0002249256% |
| OH1734 | Stokes Township, Logan County, Ohio | 0.0047782092% |
| | Stokes Township, Madison County, Ohio | 0.0007615846% |
| OH1736 | Stone Creek Village, Ohio | 0.0001379503% |
| OH1737 | Stonelick Township, Ohio | 0.0184280231% |
| OH1738 | Stoutsville Village, Ohio | 0.0000733307% |
| OH1739 | Stow City, Ohio | 0.1475892163% |
| OH1740 | Strasburg Village, Ohio | 0.0032911011% |
| OH1741 | Stratton Village, Ohio | 0.0014981914% |
| OH1742 | Streetsboro City, Ohio | 0.0206045399% |
| OH1743 | Strongsville City, Ohio | 0.0739396664% |
| OH1744 | Struthers City, Ohio | 0.0252671862% |
| OH1745 | Stryker Village, Ohio | 0.0016737417% |
| OH1746 | Suffield Township, Ohio | 0.0026771277% |
| OH1747 | Sugar Bush Knolls Village, Ohio | 0.0000982645% |
| OH1748 | Sugar Creek Township, Allen County, Ohio | 0.0002727166% |
| OH1749 | Sugar Creek Township, Putnam County, Ohio | 0.0001655674% |
| OH1750 | Sugar Creek Township, Wayne County, Ohio | 0.0003634054% |
| OH1751 | Sugar Grove Village, Ohio | 0.0001955486% |
| OH1752 | Sugarcreek Township, Ohio | 0.0470017417% |
| OH1753 | Sugarcreek Village, Ohio | 0.0027688605% |
| OH1754 | Sullivan Township, Ohio | 0.0017162492% |
| OH1755 | Summerfield Village, Ohio | 0.0001212800% |
| OH1756 | Summit Township, Ohio | 0.0000062341% |
| OH1757 | Summitville Village, Ohio | 0.0004792142% |
| OH1758 | Sunbury Village, Ohio | 0.0082323543% |
| OH1759 | Sunfish Township, Ohio | 0.0000676034% |
| OH1760 | Swan Creek Township, Ohio | 0.0048429959% |
| OH1761 | Swanton Township, Ohio | 0.0015012549% |
| OH1762 | Swanton Village, Ohio | 0.0072434936% |
| OH1763 | Switzerland Township, Ohio | 0.0001807876% |
| OH1764 | Sycamore Township, Hamilton County, Ohio | 0.0584269292% |
| OH1765 | Sycamore Township, Wyandot County, Ohio | 0.0002766058% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|--------|---|---------------|
| OH1766 | Sycamore Village, Ohio | 0.0012008738% |
| OH1767 | Sylvania City, Ohio | 0.0526622027% |
| OH1768 | Sylvania Township, Ohio | 0.1247952267% |
| OH1769 | Symmes Township, Hamilton County, Ohio | 0.0305202839% |
| OH1770 | Symmes Township, Lawrence County, Ohio | 0.0000521565% |
| OH1771 | Syracuse Village, Ohio | 0.0005413001% |
| OH1772 | Tallmadge City, Ohio | 0.0580737905% |
| OH1773 | Tarlton Village, Ohio | 0.0002242634% |
| OH1774 | Tate Township, Ohio | 0.0267197716% |
| OH1775 | Taylor Creek Township, Ohio | 0.0001110677% |
| OH1776 | Terrace Park Village, Ohio | 0.0056698421% |
| OH1777 | Texas Township, Ohio | 0.0002936562% |
| OH1778 | The Village of Indian Hill City, Ohio | 0.0264202950% |
| OH1779 | Thompson Township, Delaware County, Ohio | 0.0002474656% |
| OH1780 | Thompson Township, Geauga County, Ohio | 0.0022491568% |
| OH1781 | Thorn Township, Ohio | 0.0007422882% |
| OH1782 | Thornville Village, Ohio | 0.0006131946% |
| OH1783 | Thurston Village, Ohio | 0.0013688400% |
| OH1784 | Tiffin City, Ohio | 0.0703803061% |
| OH1785 | Tiffin Township, Ohio | 0.0005075927% |
| OH1786 | Tiltonsville Village, Ohio | 0.0016575735% |
| OH1787 | Timberlake Village, Ohio | 0.0023312243% |
| OH1788 | Tipp City, Ohio | 0.0376479790% |
| OH1789 | Tiro Village, Ohio | 0.0000326285% |
| OH1790 | Toledo City, Ohio | 1.0197706186% |
| OH1791 | Tontogany Village, Ohio | 0.0001897924% |
| OH1792 | Toronto City, Ohio | 0.0279077997% |
| OH1793 | Townsend Township, Huron County, Ohio | 0.0006177098% |
| OH1794 | Townsend Township, Sandusky County, Ohio | 0.0000271274% |
| OH1795 | Tremont City Village, Ohio | 0.0006396354% |
| OH1796 | Trenton City, Ohio | 0.0416371797% |
| OH1797 | Trenton Township, Ohio | 0.0000577420% |
| OH1798 | Trimble Township, Ohio | 0.0023032365% |
| OH1799 | Trimble Village, Ohio | 0.0004320101% |
| OH1800 | Trotwood City, Ohio | 0.0811683100% |
| OH1801 | Troy City, Ohio | 0.0899917302% |
| OH1802 | Troy Township, Ashland County, Ohio | 0.0002358826% |
| OH1803 | Troy Township, Athens County, Ohio | 0.0008754383% |
| OH1804 | Troy Township, Geauga County, Ohio | 0.0026032794% |
| OH1805 | Troy Township, Richland County, Ohio | 0.0034790294% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|--------|--|---------------|
| OH1806 | Troy Township, Wood County, Ohio | 0.0027734180% |
| OH1807 | Trumbull County, Ohio | 2.0203599712% |
| OH1808 | Trumbull Township, Ohio | 0.0006457459% |
| OH1809 | Truro Township, Ohio | 0.0493339720% |
| OH1810 | Tully Township, Ohio | 0.0007929647% |
| OH1811 | Turtle Creek Township, Ohio | 0.0003372090% |
| OH1812 | Turtlecreek Township, Ohio | 0.0071325956% |
| OH1813 | Tuscarawas County, Ohio | 0.3721703206% |
| OH1814 | Tuscarawas Township, Ohio | 0.0020979323% |
| OH1815 | Tuscarawas Village, Ohio | 0.0003842902% |
| OH1816 | Twin Township, Darke County, Ohio | 0.0003813690% |
| OH1817 | Twin Township, Ross County, Ohio | 0.0052531114% |
| OH1818 | Twinsburg City, Ohio | 0.0833508485% |
| OH1819 | Tymochtee Township, Ohio | 0.0003170847% |
| OH1820 | Uhrichsville City, Ohio | 0.0101787647% |
| OH1821 | Union City Village, Ohio | 0.0076150778% |
| OH1822 | Union City, Ohio | 0.0198982889% |
| OH1823 | Union County, Ohio | 0.3002174205% |
| OH1824 | Union Township, Auglaize County, Ohio | 0.0001691497% |
| OH1825 | Union Township, Carroll County, Ohio | 0.0000762536% |
| OH1826 | Union Township, Champaign County, Ohio | 0.0000211479% |
| OH1827 | Union Township, Clermont County, Ohio | 0.3185341547% |
| OH1828 | Union Township, Clinton County, Ohio | 0.0085869431% |
| OH1829 | Union Township, Fayette County, Ohio | 0.0014043033% |
| OH1830 | Union Township, Highland County, Ohio | 0.0112248527% |
| OH1831 | Union Township, Lawrence County, Ohio | 0.0011822137% |
| OH1832 | Union Township, Licking County, Ohio | 0.0076823054% |
| OH1833 | Union Township, Logan County, Ohio | 0.0001197046% |
| OH1834 | Union Township, Mercer County, Ohio | 0.0004692319% |
| OH1835 | Union Township, Miami County, Ohio | 0.0038499743% |
| OH1836 | Union Township, Muskingum County, Ohio | 0.0003209896% |
| OH1837 | Union Township, Pike County, Ohio | 0.0001098555% |
| OH1838 | Union Township, Ross County, Ohio | 0.0119227921% |
| OH1839 | Union Township, Tuscarawas County, Ohio | 0.0002167791% |
| OH1840 | Union Township, Union County, Ohio | 0.0002502189% |
| OH1841 | Union Township, Van Wert County, Ohio | 0.0002973617% |
| OH1842 | Union Township, Warren County, Ohio | 0.0079936267% |
| OH1843 | Unionville Center Village, Ohio | 0.0001475046% |
| OH1844 | Uniopolis Village, Ohio | 0.0002492732% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|--------|--|---------------|
| OH1845 | Unity Township, Ohio | 0.0000798690% |
| OH1846 | University Heights City, Ohio | 0.0306916388% |
| OH1847 | Upper Arlington City, Ohio | 0.1198448950% |
| OH1848 | Upper Sandusky City, Ohio | 0.0108550896% |
| OH1849 | Upper Township, Ohio | 0.0007475763% |
| OH1850 | Urbana City, Ohio | 0.0575116162% |
| OH1851 | Urbancrest Village, Ohio | 0.0003436577% |
| OH1852 | Utica Village, Ohio | 0.0044986588% |
| OH1853 | Valley Hi Village, Ohio | 0.0001316045% |
| OH1854 | Valley Township, Guernsey County, Ohio | 0.0005439160% |
| OH1855 | Valley Township, Scioto County, Ohio | 0.0018196842% |
| OH1856 | Valley View Village, Ohio | 0.0158831601% |
| OH1857 | Valleyview Village, Ohio | 0.0016037359% |
| OH1858 | Van Buren Township, Darke County, Ohio | 0.0003444623% |
| OH1859 | Van Buren Township, Putnam County, Ohio | 0.0002317943% |
| OH1860 | Van Buren Township, Shelby County, Ohio | 0.0003904525% |
| OH1861 | Van Buren Village, Ohio | 0.0001188906% |
| OH1862 | Van Wert City, Ohio | 0.0528808311% |
| OH1863 | Van Wert County, Ohio | 0.1122540604% |
| OH1864 | Vandalia City, Ohio | 0.0967305650% |
| OH1865 | Vanlue Village, Ohio | 0.0001114793% |
| OH1866 | Venedocia Village, Ohio | 0.0000371702% |
| OH1867 | Venice Township, Ohio | 0.0000100271% |
| OH1868 | Vermilion City, Ohio | 0.0432196320% |
| OH1869 | Vermilion Township, Ohio | 0.0012778552% |
| OH1870 | Vermillion Township, Ohio | 0.0004880329% |
| OH1871 | Vernon Township, Crawford County, Ohio | 0.0000108762% |
| OH1872 | Vernon Township, Scioto County, Ohio | 0.0038952614% |
| OH1873 | Vernon Township, Trumbull County, Ohio | 0.0006308563% |
| OH1874 | Verona Village, Ohio | 0.0012373333% |
| OH1875 | Versailles Village, Ohio | 0.0100017096% |
| OH1876 | Vienna Township, Ohio | 0.0042113922% |
| OH1877 | Vinton County, Ohio | 0.1090168446% |
| OH1878 | Vinton Township, Ohio | 0.0001170406% |
| OH1879 | Vinton Village, Ohio | 0.0005060807% |
| OH1880 | Violet Township, Ohio | 0.0621844457% |
| OH1881 | Virginia Township, Ohio | 0.0000841915% |
| OH1882 | Wabash Township, Ohio | 0.0000492089% |
| OH1883 | Wadsworth City, Ohio | 0.0760959559% |
| OH1884 | Waite Hill Village, Ohio | 0.0053068521% |
| OH1885 | Wakeman Village, Ohio | 0.0018119487% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|--------|---|---------------|
| OH1886 | Walbridge Village, Ohio | 0.0029019871% |
| OH1887 | Waldo Township, Ohio | 0.0000743838% |
| OH1888 | Waldo Village, Ohio | 0.0004160980% |
| OH1889 | Walnut Township, Fairfield County, Ohio | 0.0087100593% |
| OH1890 | Walnut Township, Gallia County, Ohio | 0.0001499498% |
| OH1891 | Walton Hills Village, Ohio | 0.0099526568% |
| OH1892 | Wapakoneta City, Ohio | 0.0275268850% |
| OH1893 | Ward Township, Ohio | 0.0001486233% |
| OH1894 | Warren City, Ohio | 0.3520178232% |
| OH1895 | Warren County, Ohio | 1.0504230532% |
| OH1896 | Warren Township, Belmont County, Ohio | 0.0000984250% |
| OH1897 | Warren Township, Jefferson County, Ohio | 0.0004303316% |
| OH1898 | Warren Township, Trumbull County, Ohio | 0.0001534515% |
| OH1899 | Warren Township, Tuscarawas County, Ohio | 0.0002069255% |
| OH1900 | Warren Township, Washington County, Ohio | 0.0008773149% |
| OH1901 | Warrensville Heights City, Ohio | 0.0361164097% |
| OH1902 | Warsaw Village, Ohio | 0.0003911414% |
| OH1903 | Warwick Township, Ohio | 0.0008474093% |
| OH1904 | Washington County, Ohio | 0.3325608246% |
| OH1905 | Washington Court House City, Ohio | 0.0376016242% |
| OH1906 | Washington Township, Auglaize County, Ohio | 0.0023680955% |
| OH1907 | Washington Township, Belmont County, Ohio | 0.0000843643% |
| OH1908 | Washington Township, Brown County, Ohio | 0.0011782387% |
| OH1909 | Washington Township, Carroll County, Ohio | 0.0002178675% |
| OH1910 | Washington Township, Clermont County, Ohio | 0.0305984481% |
| OH1911 | Washington Township, Clinton County, Ohio | 0.0029440948% |
| OH1912 | Washington Township, Columbiana County, Ohio | 0.0006256408% |
| OH1913 | Washington Township, Coshocton County, Ohio | 0.0000841915% |
| OH1914 | Washington Township, Darke County, Ohio | 0.0003198579% |
| OH1915 | Washington Township, Defiance County, Ohio | 0.0003531079% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|--------|---|---------------|
| OH1916 | Washington Township, Franklin County, Ohio | 0.1225330619% |
| OH1917 | Washington Township, Guernsey County, Ohio | 0.0000951853% |
| OH1918 | Washington Township, Hancock County, Ohio | 0.0008925122% |
| OH1919 | Washington Township, Harrison County, Ohio | 0.0003339830% |
| OH1920 | Washington Township, Henry County, Ohio | 0.0002571801% |
| OH1921 | Washington Township, Highland County, Ohio | 0.0004065339% |
| OH1922 | Washington Township, Hocking County, Ohio | 0.0002427514% |
| OH1923 | Washington Township, Holmes County, Ohio | 0.0000261741% |
| OH1924 | Washington Township, Jackson County, Ohio | 0.0003315132% |
| OH1925 | Washington Township, Lawrence County, Ohio | 0.0000695420% |
| OH1926 | Washington Township, Licking County, Ohio | 0.0008154920% |
| OH1927 | Washington Township, Logan County, Ohio | 0.0017756185% |
| OH1928 | Washington Township, Lucas County, Ohio | 0.0071150384% |
| OH1929 | Washington Township, Mercer County, Ohio | 0.0001173080% |
| OH1930 | Washington Township, Miami County, Ohio | 0.0009766897% |
| OH1931 | Washington Township, Monroe County, Ohio | 0.0000062341% |
| OH1932 | Washington Township, Montgomery County, Ohio | 0.1316317394% |
| OH1933 | Washington Township, Morrow County, Ohio | 0.0002420690% |
| OH1934 | Washington Township, Muskingum County, Ohio | 0.0014845767% |
| OH1935 | Washington Township, Paulding County, Ohio | 0.0000402008% |
| OH1936 | Washington Township, Pickaway County, Ohio | 0.0003983733% |
| OH1937 | Washington Township, Preble County, Ohio | 0.0006874604% |
| OH1938 | Washington Township, Richland County, Ohio | 0.0012132000% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|--------|---|---------------|
| OH1939 | Washington Township, Sandusky County, Ohio | 0.0006510581% |
| OH1940 | Washington Township, Scioto County, Ohio | 0.0113445935% |
| OH1941 | Washington Township, Shelby County, Ohio | 0.0000798653% |
| OH1942 | Washington Township, Stark County, Ohio | 0.0006531299% |
| OH1943 | Washington Township, Wood County, Ohio | 0.0002265264% |
| OH1944 | Washingtonville Village, Ohio | 0.0014015930% |
| OH1945 | Waterford Township, Ohio | 0.0050048725% |
| OH1946 | Waterloo Township, Ohio | 0.0006670006% |
| OH1947 | Watertown Township, Ohio | 0.0001503968% |
| OH1948 | Waterville City, Ohio | 0.0124831621% |
| OH1949 | Waterville Township, Ohio | 0.0015558460% |
| OH1950 | Wauseon City, Ohio | 0.0277126990% |
| OH1951 | Waverly Village, Ohio | 0.0077490360% |
| OH1952 | Wayne County, Ohio | 0.2257675097% |
| OH1953 | Wayne Lakes Village, Ohio | 0.0075166600% |
| OH1954 | Wayne Township, Adams County, Ohio | 0.0012649279% |
| OH1955 | Wayne Township, Ashtabula County, Ohio | 0.0005165967% |
| OH1956 | Wayne Township, Auglaize County, Ohio | 0.0004273255% |
| OH1957 | Wayne Township, Belmont County, Ohio | 0.0000562429% |
| OH1958 | Wayne Township, Butler County, Ohio | 0.0007432325% |
| OH1959 | Wayne Township, Champaign County, Ohio | 0.0014909244% |
| OH1960 | Wayne Township, Clermont County, Ohio | 0.0020513889% |
| OH1961 | Wayne Township, Clinton County, Ohio | 0.0002007337% |
| OH1962 | Wayne Township, Columbiana County, Ohio | 0.0005990178% |
| OH1963 | Wayne Township, Darke County, Ohio | 0.0000369067% |
| OH1964 | Wayne Township, Fayette County, Ohio | 0.0001404303% |
| OH1965 | Wayne Township, Jefferson County, Ohio | 0.0021038433% |
| OH1966 | Wayne Township, Monroe County, Ohio | 0.0000062341% |
| OH1967 | Wayne Township, Muskingum County, Ohio | 0.0001404329% |
| OH1968 | Wayne Township, Noble County, Ohio | 0.0000862387% |
| OH1969 | Wayne Township, Pickaway County, Ohio | 0.0000437239% |
| OH1970 | Wayne Township, Tuscarawas County, Ohio | 0.0003941438% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|--------|---|---------------|
| OH1971 | Wayne Township, Warren County, Ohio | 0.0038164622% |
| OH1972 | Wayne Village, Ohio | 0.0008081483% |
| OH1973 | Waynesburg Village, Ohio | 0.0012073007% |
| OH1974 | Waynesfield Village, Ohio | 0.0007567223% |
| OH1975 | Waynesville Village, Ohio | 0.0046309511% |
| OH1976 | Weathersfield Township, Ohio | 0.0249955502% |
| OH1977 | Weller Township, Ohio | 0.0004460294% |
| OH1978 | Wellington Village, Ohio | 0.0164981765% |
| OH1979 | Wells Township, Ohio | 0.0100888848% |
| OH1980 | Wellston City, Ohio | 0.0406103723% |
| OH1981 | Wellsville Village, Ohio | 0.0125660620% |
| OH1982 | Wesley Township, Ohio | 0.0001253307% |
| OH1983 | West Alexandria Village, Ohio | 0.0099845432% |
| OH1984 | West Carrollton City, Ohio | 0.0603546931% |
| OH1985 | West Chester Township, Ohio | 0.3737167118% |
| OH1986 | West Elkton Village, Ohio | 0.0026843690% |
| OH1987 | West Farmington Village, Ohio | 0.0001875519% |
| OH1988 | West Jefferson Village, Ohio | 0.0159155640% |
| OH1989 | West Lafayette Village, Ohio | 0.0026252451% |
| OH1990 | West Leipsic Village, Ohio | 0.0002152376% |
| OH1991 | West Liberty Village, Ohio | 0.0035013600% |
| OH1992 | West Manchester Village, Ohio | 0.0025206880% |
| OH1993 | West Mansfield Village, Ohio | 0.0000798031% |
| OH1994 | West Millgrove Village, Ohio | 0.0001102020% |
| OH1995 | West Milton Village, Ohio | 0.0098350376% |
| OH1996 | West Rushville Village, Ohio | 0.0001070525% |
| OH1997 | West Salem Village, Ohio | 0.0004987159% |
| OH1998 | West Township, Ohio | 0.0005857063% |
| OH1999 | West Union Village, Ohio | 0.0111998820% |
| OH2000 | West Unity Village, Ohio | 0.0014694352% |
| OH2001 | Westerville City, Ohio | 0.2122517954% |
| OH2002 | Westfield Center Village, Ohio | 0.0015469538% |
| OH2003 | Westfield Township, Ohio | 0.0022200558% |
| OH2004 | Westlake City, Ohio | 0.0470647273% |
| OH2005 | Westland Township, Ohio | 0.0000407937% |
| OH2006 | Weston Township, Ohio | 0.0001040797% |
| OH2007 | Weston Village, Ohio | 0.0009305950% |
| OH2008 | Wharton Village, Ohio | 0.0000269859% |
| OH2009 | Wheeling Township, Belmont County, Ohio | 0.0005343072% |
| OH2010 | Wheeling Township, Guernsey County, Ohio | 0.0000407937% |
| OH2011 | Whetstone Township, Ohio | 0.0003262846% |
| OH2012 | White Eyes Township, Ohio | 0.0001913444% |
| OH2013 | Whitehall City, Ohio | 0.0708163966% |
| OH2014 | Whitehouse Village, Ohio | 0.0191159792% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|--------|---|---------------|
| OH2015 | Whitewater Township, Ohio | 0.0072647461% |
| OH2016 | Wickliffe City, Ohio | 0.0543194216% |
| OH2017 | Wilkesville Township, Ohio | 0.0005461896% |
| OH2018 | Wilkesville Village, Ohio | 0.0001034151% |
| OH2019 | Willard City, Ohio | 0.0338504955% |
| OH2020 | Williams County, Ohio | 0.1507467614% |
| OH2021 | Williamsburg Township, Ohio | 0.0138253270% |
| OH2022 | Williamsburg Village, Ohio | 0.0064127452% |
| OH2023 | Williamsfield Township, Ohio | 0.0004696334% |
| OH2024 | Williamsport Village, Ohio | 0.0004226644% |
| OH2025 | Willoughby City, Ohio | 0.1356374532% |
| OH2026 | Willoughby Hills City, Ohio | 0.0528410843% |
| OH2027 | Willowick City, Ohio | 0.0540256495% |
| OH2028 | Wills Township, Ohio | 0.0001087832% |
| OH2029 | Willshire Village, Ohio | 0.0006690639% |
| OH2030 | Wilmington City, Ohio | 0.1278227818% |
| OH2031 | Wilmot Village, Ohio | 0.0024343932% |
| OH2032 | Wilson Township, Ohio | 0.0006914162% |
| OH2033 | Wilson Village, Ohio | 0.0001415832% |
| OH2034 | Winchester Village, Ohio | 0.0033994936% |
| OH2035 | Windham Township, Ohio | 0.0001218723% |
| OH2036 | Windham Village, Ohio | 0.0030305573% |
| OH2037 | Windsor Township, Ashtabula County, Ohio | 0.0006340051% |
| OH2038 | Windsor Township, Lawrence County, Ohio | 0.0007128053% |
| OH2039 | Windsor Township, Morgan County, Ohio | 0.0004926943% |
| OH2040 | Wintersville Village, Ohio | 0.0169582518% |
| OH2041 | Wood County, Ohio | 0.6017827347% |
| OH2042 | Woodlawn Village, Ohio | 0.0240822158% |
| OH2043 | Woodmere Village, Ohio | 0.0007072352% |
| OH2044 | Woodsfield Village, Ohio | 0.0011221301% |
| OH2045 | Woodstock Village, Ohio | 0.0001517571% |
| OH2046 | Woodville Township, Ohio | 0.0019622167% |
| OH2047 | Woodville Village, Ohio | 0.0034270973% |
| OH2048 | Wooster City, Ohio | 0.4046402646% |
| OH2049 | Wooster Township, Ohio | 0.0017358405% |
| OH2050 | Worthington City, Ohio | 0.0819890902% |
| OH2051 | Worthington Township, Ohio | 0.0017573559% |
| OH2052 | Wren Village, Ohio | 0.0008301349% |
| OH2053 | Wyandot County, Ohio | 0.0959147354% |
| OH2054 | Wyoming City, Ohio | 0.0220280462% |
| OH2055 | Xenia City, Ohio | 0.1268376308% |
| OH2056 | Xenia Township, Ohio | 0.0075532986% |
| OH2057 | Yankee Lake Village, Ohio | 0.0000341003% |
| OH2058 | Yellow Creek Township, Ohio | 0.0010782320% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|--------|---|---------------|
| OH2059 | Yellow Springs Village, Ohio | 0.0142295064% |
| OH2060 | York Township, Athens County, Ohio | 0.0005523599% |
| OH2061 | York Township, Fulton County, Ohio | 0.0061882726% |
| OH2062 | York Township, Medina County, Ohio | 0.0023145263% |
| OH2063 | York Township, Sandusky County, Ohio | 0.0006239306% |
| OH2064 | York Township, Tuscarawas County, Ohio | 0.0007784341% |
| OH2065 | York Township, Van Wert County, Ohio | 0.0001115107% |
| OH2066 | Yorkshire Village, Ohio | 0.0007627380% |
| OH2067 | Yorkville Village, Ohio | 0.0011795516% |
| OH2068 | Youngstown City, Ohio | 0.5751891038% |
| OH2069 | Zaleski Village, Ohio | 0.0000780271% |
| OH2070 | Zane Township, Ohio | 0.0012568985% |
| OH2071 | Zanesfield Village, Ohio | 0.0001257699% |
| OH2072 | Zanesville City, Ohio | 0.1371227251% |
| OH2073 | Zoar Village, Ohio | 0.0002364863% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|------|-----------------------------|---------------|
| OK1 | Ada City, Oklahoma | 0.8751127538% |
| OK2 | Adair County, Oklahoma | 0.4266209709% |
| OK3 | Alfalfa County, Oklahoma | 0.0752358760% |
| OK4 | Altus City, Oklahoma | 0.0622184471% |
| OK5 | Anadarko City, Oklahoma | 0.2177062552% |
| OK6 | Ardmore City, Oklahoma | 0.8834203994% |
| OK7 | Atoka County, Oklahoma | 0.3570166411% |
| OK8 | Bartlesville City, Oklahoma | 0.7616370548% |
| OK9 | Beaver County, Oklahoma | 0.0784743727% |
| OK10 | Beckham County, Oklahoma | 0.2846460130% |
| OK11 | Bethany City, Oklahoma | 0.2482441625% |
| OK12 | Bixby City, Oklahoma | 0.2557077913% |
| OK13 | Blaine County, Oklahoma | 0.1909298641% |
| OK14 | Broken Arrow City, Oklahoma | 1.9405732012% |
| OK15 | Bryan County, Oklahoma | 0.5253079080% |
| OK16 | Burns Flat Town, Oklahoma | 0.0297825750% |
| OK17 | Caddo County, Oklahoma | 0.4845736458% |
| OK18 | Canadian County, Oklahoma | 0.5808839408% |
| OK19 | Carter County, Oklahoma | 1.0204659663% |
| OK20 | Cherokee County, Oklahoma | 0.0547155245% |
| OK21 | Chickasha City, Oklahoma | 0.1510124411% |
| OK22 | Choctaw City, Oklahoma | 0.0613538158% |
| OK23 | Choctaw County, Oklahoma | 0.4004199348% |
| OK24 | Cimarron County, Oklahoma | 0.0722904419% |
| OK25 | Claremore City, Oklahoma | 0.7190775254% |
| OK26 | Cleveland County, Oklahoma | 0.2725422694% |
| OK27 | Coal County, Oklahoma | 0.1610866236% |
| OK28 | Comanche County, Oklahoma | 2.0790341012% |
| OK29 | Cotton County, Oklahoma | 0.1077265239% |
| OK30 | Coweta City, Oklahoma | 0.3910652406% |
| OK31 | Craig County, Oklahoma | 0.2892248732% |
| OK32 | Creek County, Oklahoma | 1.2474865281% |
| OK33 | Custer County, Oklahoma | 0.4049880250% |
| OK34 | Del City, Oklahoma | 0.2643825434% |
| OK35 | Delaware County, Oklahoma | 0.8410533842% |
| OK36 | Dewey County, Oklahoma | 0.0676712782% |
| OK37 | Duncan City, Oklahoma | 0.8937861298% |
| OK38 | Durant City, Oklahoma | 0.7336303563% |
| OK39 | Edmond City, Oklahoma | 1.4615935748% |
| OK40 | El Reno City, Oklahoma | 0.2053992273% |
| OK41 | Elk City, Oklahoma | 0.3587477547% |
| OK42 | Ellis County, Oklahoma | 0.0583375351% |
| OK43 | Enid City, Oklahoma | 0.7392412881% |
| OK44 | Garfield County, Oklahoma | 0.2542221165% |
| OK45 | Garvin County, Oklahoma | 0.8411004189% |
| OK46 | Glenpool City, Oklahoma | 0.1608895657% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|------|-----------------------------|----------------|
| OK47 | Grady County, Oklahoma | 1.0545977812% |
| OK48 | Grant County, Oklahoma | 0.0405478903% |
| OK49 | Greer County, Oklahoma | 0.1583252054% |
| OK50 | Guthrie City, Oklahoma | 0.1856265512% |
| OK51 | Guymon City, Oklahoma | 0.0547591936% |
| OK52 | Harmon County, Oklahoma | 0.0673861249% |
| OK53 | Harper County, Oklahoma | 0.0522026584% |
| OK54 | Haskell County, Oklahoma | 0.2531508354% |
| OK55 | Hughes County, Oklahoma | 0.2061436213% |
| OK56 | Jackson County, Oklahoma | 0.4801048418% |
| OK57 | Jefferson County, Oklahoma | 0.3090924602% |
| OK58 | Jenks City, Oklahoma | 0.1806228639% |
| OK59 | Johnston County, Oklahoma | 0.4472082986% |
| OK60 | Kay County, Oklahoma | 0.5067583031% |
| OK61 | Kingfisher County, Oklahoma | 0.2717757463% |
| OK62 | Kiowa County, Oklahoma | 0.2298382701% |
| OK63 | Latimer County, Oklahoma | 0.3148762172% |
| OK64 | Lawton City, Oklahoma | 0.3312681144% |
| OK65 | Le Flore County, Oklahoma | 1.4166392289% |
| OK66 | Lincoln County, Oklahoma | 0.6999457500% |
| OK67 | Logan County, Oklahoma | 0.5399784520% |
| OK68 | Love County, Oklahoma | 0.2288662752% |
| OK69 | Major County, Oklahoma | 0.0852741304% |
| OK70 | Marshall County, Oklahoma | 0.2609426135% |
| OK71 | Mayes County, Oklahoma | 1.2431623622% |
| OK72 | McAlester City, Oklahoma | 1.2318612380% |
| OK73 | McClain County, Oklahoma | 0.6643227071% |
| OK74 | McCurtain County, Oklahoma | 0.8951427325% |
| OK75 | McIntosh County, Oklahoma | 0.6473819592% |
| OK76 | Miami City, Oklahoma | 0.3080134381% |
| OK77 | Midwest City, Oklahoma | 1.3662006673% |
| OK78 | Moore City, Oklahoma | 0.2533704430% |
| OK79 | Murray County, Oklahoma | 0.5297956437% |
| OK80 | Muskogee City, Oklahoma | 2.5039385148% |
| OK81 | Muskogee County, Oklahoma | 0.1783839604% |
| OK82 | Mustang City, Oklahoma | 0.1655020823% |
| OK83 | Newcastle City, Oklahoma | 0.2606099206% |
| OK84 | Noble County, Oklahoma | 0.1688783176% |
| OK85 | Norman City, Oklahoma | 4.4189589851% |
| OK86 | Nowata County, Oklahoma | 0.1569775216% |
| OK87 | Okfuskee County, Oklahoma | 0.2609296558% |
| OK88 | Oklahoma City, Oklahoma | 14.3489114350% |
| OK89 | Oklahoma County, Oklahoma | 3.3422940072% |
| OK90 | Okmulgee City, Oklahoma | 0.5086746948% |
| OK91 | Okmulgee County, Oklahoma | 0.4742639531% |
| OK92 | Osage County, Oklahoma | 0.5896618496% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|-------|-------------------------------|----------------|
| OK93 | Ottawa County, Oklahoma | 0.3159777890% |
| OK94 | Owasso City, Oklahoma | 0.7456266521% |
| OK95 | Pawnee County, Oklahoma | 0.6201145221% |
| OK96 | Payne County, Oklahoma | 0.6719554590% |
| OK97 | Pittsburg County, Oklahoma | 0.1253496540% |
| OK98 | Ponca City, Oklahoma | 0.4343605817% |
| OK99 | Pontotoc County, Oklahoma | 0.3451006157% |
| OK100 | Pottawatomie County, Oklahoma | 0.8536612997% |
| OK101 | Pushmataha County, Oklahoma | 0.3982344607% |
| OK102 | Roger Mills County, Oklahoma | 0.0439550052% |
| OK103 | Rogers County, Oklahoma | 1.2081401690% |
| OK104 | Sand Springs City, Oklahoma | 0.3849881687% |
| OK105 | Sapulpa City, Oklahoma | 1.1421081226% |
| OK106 | Seminole City, Oklahoma | 0.2214634802% |
| OK107 | Seminole County, Oklahoma | 0.4144393970% |
| OK108 | Sequoyah County, Oklahoma | 1.5345087624% |
| OK109 | Shawnee City, Oklahoma | 1.3614784311% |
| OK110 | Stephens County, Oklahoma | 0.8246887486% |
| OK111 | Stillwater City, Oklahoma | 0.8442351700% |
| OK112 | Tahlequah City, Oklahoma | 1.5329176592% |
| OK113 | Texas County, Oklahoma | 0.3711376613% |
| OK114 | Tillman County, Oklahoma | 0.1988848754% |
| OK115 | Tulsa City, Oklahoma | 11.8499277217% |
| OK116 | Tulsa County, Oklahoma | 5.3498014970% |
| OK117 | Wagoner County, Oklahoma | 0.8686244855% |
| OK118 | Warr Acres City, Oklahoma | 0.1616160377% |
| OK119 | Washington County, Oklahoma | 0.3936750370% |
| OK120 | Washita County, Oklahoma | 0.1931168527% |
| OK121 | Weatherford City, Oklahoma | 0.1872773945% |
| OK122 | Woods County, Oklahoma | 0.1975804400% |
| OK123 | Woodward City, Oklahoma | 0.2327716722% |
| OK124 | Woodward County, Oklahoma | 0.1781706634% |
| OK125 | Yukon City, Oklahoma | 0.3103071173% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|------|----------------------------|---------------|
| OR1 | Albany City, Oregon | 1.1488593673% |
| OR2 | Ashland City, Oregon | 0.5683136367% |
| OR3 | Astoria City, Oregon | 0.1845495963% |
| OR4 | Baker County, Oregon | 0.4736253192% |
| OR5 | Beaverton City, Oregon | 0.9637676073% |
| OR6 | Bend City, Oregon | 0.9373492716% |
| OR7 | Benton County, Oregon | 1.0144102006% |
| OR8 | Canby City, Oregon | 0.1704081794% |
| OR9 | Central Point City, Oregon | 0.1705985180% |
| OR10 | Clackamas County, Oregon | 7.7136877952% |
| OR11 | Clatsop County, Oregon | 1.1338982236% |
| OR12 | Columbia County, Oregon | 1.0021829571% |
| OR13 | Coos Bay City, Oregon | 0.2520118937% |
| OR14 | Coos County, Oregon | 1.5517079397% |
| OR15 | Cornelius City, Oregon | 0.0942707602% |
| OR16 | Corvallis City, Oregon | 0.6584520605% |
| OR17 | Cottage Grove City, Oregon | 0.0903479969% |
| OR18 | Crook County, Oregon | 0.3487178331% |
| OR19 | Curry County, Oregon | 0.7556509064% |
| OR20 | Dallas City, Oregon | 0.1595048592% |
| OR21 | Deschutes County, Oregon | 2.2402392583% |
| OR22 | Douglas County, Oregon | 2.5498986381% |
| OR23 | Eugene City, Oregon | 2.7406296371% |
| OR24 | Forest Grove City, Oregon | 0.2503466825% |
| OR25 | Gilliam County, Oregon | 0.0265259656% |
| OR26 | Gladstone City, Oregon | 0.1172599918% |
| OR27 | Grant County, Oregon | 0.1472571267% |
| OR28 | Grants Pass City, Oregon | 0.8171535004% |
| OR29 | Gresham City, Oregon | 0.9759036121% |
| OR30 | Happy Valley City, Oregon | 0.0102738483% |
| OR31 | Harney County, Oregon | 0.1891840384% |
| OR32 | Hermiston City, Oregon | 0.1306543550% |
| OR33 | Hillsboro City, Oregon | 1.4971670861% |
| OR34 | Hood River County, Oregon | 0.3527335914% |
| OR35 | Independence City, Oregon | 0.0802971858% |
| OR36 | Jackson County, Oregon | 4.0467193349% |
| OR37 | Jefferson County, Oregon | 0.3647444042% |
| OR38 | Josephine County, Oregon | 1.6413900862% |
| OR39 | Keizer City, Oregon | 0.1902346636% |
| OR40 | Klamath County, Oregon | 1.2079387411% |
| OR41 | Klamath Falls City, Oregon | 0.3185477543% |
| OR42 | La Grande City, Oregon | 0.2695511377% |
| OR43 | Lake County, Oregon | 0.2154171369% |
| OR44 | Lake Oswego City, Oregon | 0.6882741609% |
| OR45 | Lane County, Oregon | 6.2857222290% |
| OR46 | Lebanon City, Oregon | 0.3245102175% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|------|---------------------------|----------------|
| OR47 | Lincoln County, Oregon | 1.5077702636% |
| OR48 | Linn County, Oregon | 1.8050527049% |
| OR49 | Malheur County, Oregon | 0.4976846614% |
| OR50 | Marion County, Oregon | 4.1327729232% |
| OR51 | McMinnville City, Oregon | 0.4767972656% |
| OR52 | Medford City, Oregon | 1.5425519539% |
| OR53 | Milwaukie City, Oregon | 0.2097973835% |
| OR54 | Monmouth City, Oregon | 0.0701718618% |
| OR55 | Morrow County, Oregon | 0.1341522854% |
| OR56 | Multnomah County, Oregon | 13.8608317825% |
| OR57 | Newberg City, Oregon | 0.4062904716% |
| OR58 | Newport City, Oregon | 0.1894241359% |
| OR59 | Ontario City, Oregon | 0.1855915241% |
| OR60 | Oregon City, Oregon | 0.2744536929% |
| OR61 | Pendleton City, Oregon | 0.3494939894% |
| OR62 | Polk County, Oregon | 0.7021841776% |
| OR63 | Portland City, Oregon | 8.2123187134% |
| OR64 | Prineville City, Oregon | 0.0918003735% |
| OR65 | Redmond City, Oregon | 0.1538815097% |
| OR66 | Roseburg City, Oregon | 0.6323558619% |
| OR67 | Salem City, Oregon | 3.0212513521% |
| OR68 | Sandy City, Oregon | 0.0769268725% |
| OR69 | Sherman County, Oregon | 0.0160698907% |
| OR70 | Sherwood City, Oregon | 0.1393792357% |
| OR71 | Silverton City, Oregon | 0.0769879213% |
| OR72 | Springfield City, Oregon | 1.1580718860% |
| OR73 | St. Helens City, Oregon | 0.1949886110% |
| OR74 | The Dalles City, Oregon | 0.1710639107% |
| OR75 | Tigard City, Oregon | 0.5012429717% |
| OR76 | Tillamook County, Oregon | 0.8934482248% |
| OR77 | Troutdale City, Oregon | 0.0893256381% |
| OR78 | Tualatin City, Oregon | 0.1540060326% |
| OR79 | Umatilla County, Oregon | 0.9666419198% |
| OR80 | Union County, Oregon | 0.4123039482% |
| OR81 | Wallowa County, Oregon | 0.1279263088% |
| OR82 | Wasco County, Oregon | 0.4085755376% |
| OR83 | Washington County, Oregon | 7.1632479165% |
| OR84 | West Linn City, Oregon | 0.1588636792% |
| OR85 | Wheeler County, Oregon | 0.0191474206% |
| OR86 | Wilsonville City, Oregon | 0.1373093460% |
| OR87 | Woodburn City, Oregon | 0.2054004464% |
| OR88 | Yamhill County, Oregon | 1.4015540879% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|------|--|---------------|
| PA1 | Abington Township, Pennsylvania | 0.1716857122% |
| PA2 | Adams County, Pennsylvania | 0.5253944264% |
| PA3 | Adams Township, Butler County, Pennsylvania | 0.0116804385% |
| PA4 | Aliquippa City, Pennsylvania | 0.0126097620% |
| PA5 | Allegheny County, Pennsylvania | 9.0771889158% |
| PA6 | Allentown City, Pennsylvania | 0.3114788245% |
| PA7 | Altoona City, Pennsylvania | 0.1325071620% |
| PA8 | Amity Township, Berks County, Pennsylvania | 0.0088125411% |
| PA9 | Antrim Township, Pennsylvania | 0.0045609059% |
| PA10 | Armstrong County, Pennsylvania | 0.6706608856% |
| PA11 | Aston Township, Pennsylvania | 0.0398818591% |
| PA12 | Baldwin Borough, Pennsylvania | 0.0319965165% |
| PA13 | Beaver County, Pennsylvania | 1.3873740052% |
| PA14 | Bedford County, Pennsylvania | 0.2994277475% |
| PA15 | Bensalem Township, Pennsylvania | 0.3040781195% |
| PA16 | Berks County, Pennsylvania | 1.7381997812% |
| PA17 | Bethel Park Municipality, Pennsylvania | 0.0518731268% |
| PA18 | Bethlehem City, Pennsylvania | 0.1455525429% |
| PA19 | Bethlehem Township, Pennsylvania | 0.0361920258% |
| PA20 | Blair County, Pennsylvania | 0.9491920525% |
| PA21 | Bloomsburg Town, Pennsylvania | 0.0341918007% |
| PA22 | Bradford County, Pennsylvania | 0.3959357942% |
| PA23 | Bristol Township, Pennsylvania | 0.1633828847% |
| PA24 | Buckingham Township, Bucks County, Pennsylvania | 0.0394977381% |
| PA25 | Bucks County, Pennsylvania | 3.9809296859% |
| PA26 | Butler City, Pennsylvania | 0.0498804576% |
| PA27 | Butler County, Pennsylvania | 1.2504847987% |
| PA28 | Butler Township, Butler County, Pennsylvania | 0.0231032222% |
| PA29 | Caln Township, Pennsylvania | 0.0188882094% |
| PA30 | Cambria County, Pennsylvania | 2.3036081762% |
| PA31 | Cameron County, Pennsylvania | 0.0391676650% |
| PA32 | Carbon County, Pennsylvania | 0.5693092966% |
| PA33 | Carlisle Borough, Pennsylvania | 0.0415712077% |
| PA34 | Cecil Township, Pennsylvania | 0.0258191288% |
| PA35 | Center Township, Beaver County, Pennsylvania | 0.0114705509% |
| PA36 | Centre County, Pennsylvania | 0.5755080768% |
| PA37 | Chambersburg Borough, Pennsylvania | 0.0807327808% |
| PA38 | Cheltenham Township, Pennsylvania | 0.1064956185% |
| PA39 | Chester City, Pennsylvania | 0.1874127623% |
| PA40 | Chester County, Pennsylvania | 2.2939048465% |
| PA41 | Chestnuthill Township, Pennsylvania | 0.0070800296% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|------|---|---------------|
| PA42 | Clarion County, Pennsylvania | 0.2109569397% |
| PA43 | Clearfield County, Pennsylvania | 0.4891902405% |
| PA44 | Clinton County, Pennsylvania | 0.2144679589% |
| PA45 | Coal Township, Pennsylvania | 0.0133740137% |
| PA46 | Coatesville City, Pennsylvania | 0.0393231032% |
| PA47 | College Township, Pennsylvania | 0.0136039479% |
| PA48 | Columbia Borough, Pennsylvania | 0.0159359932% |
| PA49 | Columbia County, Pennsylvania | 0.3754668281% |
| PA50 | Concord Township, Delaware County, Pennsylvania | 0.0064311937% |
| PA51 | Coolbaugh Township, Pennsylvania | 0.0436747827% |
| PA52 | Cranberry Township, Butler County, Pennsylvania | 0.0622384443% |
| PA53 | Crawford County, Pennsylvania | 0.6793161939% |
| PA54 | Cumberland County, Pennsylvania | 1.2385860903% |
| PA55 | Cumru Township, Pennsylvania | 0.0235067996% |
| PA56 | Darby Borough, Pennsylvania | 0.0316599974% |
| PA57 | Dauphin County, Pennsylvania | 1.3619255150% |
| PA58 | Delaware County, Pennsylvania | 4.3490976006% |
| PA59 | Derry Township, Dauphin County, Pennsylvania | 0.0278851370% |
| PA60 | Derry Township, Westmoreland County, Pennsylvania | 0.0028455604% |
| PA61 | Dingman Township, Pennsylvania | 0.0075117525% |
| PA62 | Douglass Township, Montgomery County, Pennsylvania | 0.0155624032% |
| PA63 | Dover Township, Pennsylvania | 0.0181552437% |
| PA64 | Doylestown Township, Pennsylvania | 0.0281786822% |
| PA65 | Dunmore Borough, Pennsylvania | 0.0353890031% |
| PA66 | East Cocalico Township, Pennsylvania | 0.0220752947% |
| PA67 | East Goshen Township, Pennsylvania | 0.0265646560% |
| PA68 | East Hempfield Township, Pennsylvania | 0.0329626985% |
| PA69 | East Lampeter Township, Pennsylvania | 0.0363197198% |
| PA70 | East Norriton Township, Pennsylvania | 0.0294511126% |
| PA71 | East Pennsboro Township, Pennsylvania | 0.0205253753% |
| PA72 | East Stroudsburg Borough, Pennsylvania | 0.0329090519% |
| PA73 | East Whiteland Township, Pennsylvania | 0.0370494033% |
| PA74 | Easton City, Pennsylvania | 0.1209643109% |
| PA75 | Easttown Township, Pennsylvania | 0.0217606403% |
| PA76 | Edwardsville Borough, Pennsylvania | 0.0189749837% |
| PA77 | Elizabeth Township, Allegheny County, Pennsylvania | 0.0186489956% |
| PA78 | Elizabethtown Borough, Pennsylvania | 0.0226696103% |
| PA79 | Elk County, Pennsylvania | 0.1842689815% |
| PA80 | Emmaus Borough, Pennsylvania | 0.0189823979% |
| PA81 | Ephrata Borough, Pennsylvania | 0.0323879573% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|-------|--|---------------|
| PA82 | Ephrata Township, Pennsylvania | 0.0106718965% |
| PA83 | Erie City, Pennsylvania | 0.1819428392% |
| PA84 | Erie County, Pennsylvania | 1.6551298548% |
| PA85 | Exeter Borough, Pennsylvania | 0.0081614148% |
| PA86 | Exeter Township, Berks County, Pennsylvania | 0.0275799039% |
| PA87 | Fairview Township, Erie County, Pennsylvania | 0.0010841242% |
| PA88 | Fairview Township, York County, Pennsylvania | 0.0213916783% |
| PA89 | Falls Township, Bucks County, Pennsylvania | 0.1095232279% |
| PA90 | Fayette County, Pennsylvania | 1.5021984244% |
| PA91 | Ferguson Township, Centre County, Pennsylvania | 0.0189311833% |
| PA92 | Forest County, Pennsylvania | 0.0406659448% |
| PA93 | Forks Township, Northampton County, Pennsylvania | 0.0159337029% |
| PA94 | Forty Fort Borough, Pennsylvania | 0.0104717843% |
| PA95 | Franconia Township, Pennsylvania | 0.0270099559% |
| PA96 | Franklin County, Pennsylvania | 0.6761855651% |
| PA97 | Franklin Park Borough, Pennsylvania | 0.0172024262% |
| PA98 | Fulton County, Pennsylvania | 0.0935219473% |
| PA99 | Greene County, Pennsylvania | 0.3236912664% |
| PA100 | Greene Township, Franklin County, Pennsylvania | 0.0035358827% |
| PA101 | Greensburg City, Pennsylvania | 0.0414893211% |
| PA102 | Guilford Township, Pennsylvania | 0.0058398533% |
| PA103 | Hamilton Township, Franklin County, Pennsylvania | 0.0022381401% |
| PA104 | Hampden Township, Pennsylvania | 0.0344524071% |
| PA105 | Hampton Township, Pennsylvania | 0.0283370719% |
| PA106 | Hanover Borough, Pennsylvania | 0.0243578727% |
| PA107 | Hanover Township, Luzerne County, Pennsylvania | 0.0245389536% |
| PA108 | Hanover Township, Northampton County, Pennsylvania | 0.0101971524% |
| PA109 | Harborcreek Township, Pennsylvania | 0.0014873946% |
| PA110 | Harrisburg City, Pennsylvania | 0.1286564596% |
| PA111 | Harrison Township, Allegheny County, Pennsylvania | 0.0125577683% |
| PA112 | Hatfield Township, Pennsylvania | 0.0403161321% |
| PA113 | Haverford Township, Pennsylvania | 0.1410660858% |
| PA114 | Hazleton City, Pennsylvania | 0.0914571905% |
| PA115 | Hempfield Township, Westmoreland County, Pennsylvania | 0.0120047266% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|-------|---|---------------|
| PA116 | Hermitage City, Pennsylvania | 0.1266110175% |
| PA117 | Hilltown Township, Pennsylvania | 0.0337787549% |
| PA118 | Hopewell Township, Beaver County, Pennsylvania | 0.0137204971% |
| PA119 | Horsham Township, Pennsylvania | 0.0532524254% |
| PA120 | Huntingdon County, Pennsylvania | 0.2196063686% |
| PA121 | Indiana Borough, Pennsylvania | 0.0557516441% |
| PA122 | Indiana County, Pennsylvania | 0.6849005647% |
| PA123 | Jefferson County, Pennsylvania | 0.3080403652% |
| PA124 | Jefferson Hills Borough, Pennsylvania | 0.0223397025% |
| PA125 | Johnstown City, Pennsylvania | 0.1376764563% |
| PA126 | Juniata County, Pennsylvania | 0.1257039366% |
| PA127 | Kingston Borough, Pennsylvania | 0.0579092199% |
| PA128 | Lackawanna County, Pennsylvania | 1.6187696404% |
| PA129 | Lancaster City, Pennsylvania | 0.2111259312% |
| PA130 | Lancaster County, Pennsylvania | 2.1716797222% |
| PA131 | Lancaster Township, Lancaster County, Pennsylvania | 0.0102800307% |
| PA132 | Lansdale Borough, Pennsylvania | 0.0492762958% |
| PA133 | Lansdowne Borough, Pennsylvania | 0.0210170021% |
| PA134 | Lawrence County, Pennsylvania | 0.9417560475% |
| PA135 | Lebanon City, Pennsylvania | 0.0459600053% |
| PA136 | Lebanon County, Pennsylvania | 0.6659194419% |
| PA137 | Lehigh County, Pennsylvania | 1.6280197601% |
| PA138 | Lehigh Township, Northampton County, Pennsylvania | 0.0064163654% |
| PA139 | Lehman Township, Pike County, Pennsylvania | 0.0065367397% |
| PA140 | Limerick Township, Pennsylvania | 0.0362752819% |
| PA141 | Lock Haven City, Pennsylvania | 0.0315428816% |
| PA142 | Logan Township, Blair County, Pennsylvania | 0.0280267858% |
| PA143 | Lower Allen Township, Pennsylvania | 0.0312959466% |
| PA144 | Lower Burrell City, Pennsylvania | 0.0230185729% |
| PA145 | Lower Gwynedd Township, Pennsylvania | 0.0326782676% |
| PA146 | Lower Macungie Township, Pennsylvania | 0.0047316447% |
| PA147 | Lower Makefield Township, Pennsylvania | 0.0499247539% |
| PA148 | Lower Merion Township, Pennsylvania | 0.2415824218% |
| PA149 | Lower Moreland Township, Pennsylvania | 0.0322806404% |
| PA150 | Lower Paxton Township, Pennsylvania | 0.0262808863% |
| PA151 | Lower Pottsgrove Township, Pennsylvania | 0.0247074965% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|-------|---|---------------|
| PA152 | Lower Providence Township, Pennsylvania | 0.0344351467% |
| PA153 | Lower Salford Township, Pennsylvania | 0.0315408981% |
| PA154 | Lower Saucon Township, Pennsylvania | 0.0107723658% |
| PA155 | Lower Southampton Township, Pennsylvania | 0.0681323691% |
| PA156 | Loyalsock Township, Pennsylvania | 0.0033615548% |
| PA157 | Luzerne County, Pennsylvania | 1.9841834441% |
| PA158 | Lycoming County, Pennsylvania | 0.5360423331% |
| PA159 | Manchester Township, York County, Pennsylvania | 0.0347631890% |
| PA160 | Manheim Township, Lancaster County, Pennsylvania | 0.0683876628% |
| PA161 | Manor Township, Lancaster County, Pennsylvania | 0.0138460424% |
| PA162 | Marple Township, Pennsylvania | 0.0463634882% |
| PA163 | McCandless Township, Pennsylvania | 0.0455473373% |
| PA164 | McKean County, Pennsylvania | 0.3028612246% |
| PA165 | McKeesport City, Pennsylvania | 0.0555716494% |
| PA166 | Meadville City, Pennsylvania | 0.0508303709% |
| PA167 | Mercer County, Pennsylvania | 0.7672567220% |
| PA168 | Middle Smithfield Township, Pennsylvania | 0.0102267147% |
| PA169 | Middletown Township, Bucks County, Pennsylvania | 0.1227948597% |
| PA170 | Middletown Township, Delaware County, Pennsylvania | 0.0049179675% |
| PA171 | Mifflin County, Pennsylvania | 0.2444463288% |
| PA172 | Milford Township, Bucks County, Pennsylvania | 0.0042322496% |
| PA173 | Millcreek Township, Erie County, Pennsylvania | 0.0600715181% |
| PA174 | Monroe County, Pennsylvania | 1.0446694800% |
| PA175 | Monroeville Municipality, Pennsylvania | 0.0885064620% |
| PA176 | Montgomery County, Pennsylvania | 4.1556752852% |
| PA177 | Montgomery Township, Montgomery County, Pennsylvania | 0.0614266143% |
| PA178 | Montour County, Pennsylvania | 0.1582514641% |
| PA179 | Moon Township, Pennsylvania | 0.0467984224% |
| PA180 | Morrisville Borough, Pennsylvania | 0.0202295870% |
| PA181 | Mount Joy Township, Pennsylvania | 0.0104237101% |
| PA182 | Mount Lebanon Township, Pennsylvania | 0.0919625831% |
| PA183 | Mount Pleasant Township, Westmoreland County, Pennsylvania | 0.0017276710% |
| PA184 | Muhlenberg Township, Pennsylvania | 0.0208765575% |
| PA185 | Munhall Borough, Pennsylvania | 0.0196654948% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|-------|---|----------------|
| PA186 | Murrysville Municipality, Pennsylvania | 0.0422134322% |
| PA187 | Nanticoke City, Pennsylvania | 0.0721951314% |
| PA188 | Nether Providence Township, Pennsylvania | 0.0194869640% |
| PA189 | New Britain Township, Pennsylvania | 0.0242239687% |
| PA190 | New Castle City, Pennsylvania | 0.1510594897% |
| PA191 | New Garden Township, Pennsylvania | 0.0147042936% |
| PA192 | New Hanover Township, Pennsylvania | 0.0156641240% |
| PA193 | New Kensington City, Pennsylvania | 0.0522999384% |
| PA194 | Newberry Township, Pennsylvania | 0.0129120437% |
| PA195 | Newtown Township, Bucks County, Pennsylvania | 0.0561194964% |
| PA196 | Newtown Township, Delaware County, Pennsylvania | 0.0325763343% |
| PA197 | Norristown Borough, Pennsylvania | 0.0911181685% |
| PA198 | North Fayette Township, Pennsylvania | 0.0287358560% |
| PA199 | North Huntingdon Township, Pennsylvania | 0.0620815657% |
| PA200 | North Lebanon Township, Pennsylvania | 0.0104009717% |
| | North Middleton Township, Pennsylvania | 0.0100402266% |
| PA201 | | |
| PA202 | North Strabane Township, Pennsylvania | 0.0301440085% |
| PA203 | North Union Township, Fayette County, Pennsylvania | 0.0036336130% |
| | North Whitehall Township, Pennsylvania | 0.0024053608% |
| PA204 | | |
| PA205 | Northampton County, Pennsylvania | 1.4273129347% |
| PA206 | Northampton Township, Bucks County, Pennsylvania | 0.0725033869% |
| PA207 | Northumberland County, Pennsylvania | 0.6342806481% |
| PA208 | Palmer Township, Pennsylvania | 0.0192909131% |
| PA209 | Patton Township, Pennsylvania | 0.0206875902% |
| PA210 | Penn Hills Township, Pennsylvania | 0.0786229014% |
| PA211 | Penn Township, Westmoreland County, Pennsylvania | 0.0470153228% |
| PA212 | Penn Township, York County, Pennsylvania | 0.0254794929% |
| PA213 | Perry County, Pennsylvania | 0.2769734792% |
| PA214 | Peters Township, Washington County, Pennsylvania | 0.0367514663% |
| PA215 | Philadelphia City, Pennsylvania | 15.4241178505% |
| PA216 | Phoenixville Borough, Pennsylvania | 0.0304064566% |
| PA217 | Pike County, Pennsylvania | 0.4194501968% |
| PA218 | Pine Township, Allegheny County, Pennsylvania | 0.0149582886% |
| PA219 | Pittsburgh City, Pennsylvania | 1.8621545362% |
| PA220 | Plains Township, Pennsylvania | 0.0349423810% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|-------|---|---------------|
| PA221 | Plum Borough, Pennsylvania | 0.0364300353% |
| PA222 | Plumstead Township, Pennsylvania | 0.0289716224% |
| PA223 | Plymouth Township, Montgomery County, Pennsylvania | 0.0603632451% |
| PA224 | Pocono Township, Pennsylvania | 0.0342638884% |
| PA225 | Potter County, Pennsylvania | 0.1064541793% |
| PA226 | Pottstown Borough, Pennsylvania | 0.0548059102% |
| PA227 | Pottsville City, Pennsylvania | 0.0393984966% |
| PA228 | Radnor Township, Pennsylvania | 0.0635974365% |
| PA229 | Rapho Township, Pennsylvania | 0.0024622422% |
| PA230 | Reading City, Pennsylvania | 0.3107085518% |
| PA231 | Richland Township, Allegheny County, Pennsylvania | 0.0145829749% |
| PA232 | Richland Township, Bucks County, Pennsylvania | 0.0196943488% |
| PA233 | Richland Township, Cambria County, Pennsylvania | 0.0268733129% |
| PA234 | Ridley Township, Pennsylvania | 0.0360651581% |
| PA235 | Robinson Township, Allegheny County, Pennsylvania | 0.0401754751% |
| PA236 | Ross Township, Allegheny County, Pennsylvania | 0.0519747767% |
| PA237 | Rostraver Township, Pennsylvania | 0.0254068150% |
| PA238 | Salisbury Township, Lancaster County, Pennsylvania | 0.0010972289% |
| PA239 | Salisbury Township, Lehigh County, Pennsylvania | 0.0101937286% |
| PA240 | Sandy Township, Pennsylvania | 0.0232682705% |
| PA241 | Schuylkill County, Pennsylvania | 1.1360040059% |
| PA242 | Scott Township, Allegheny County, Pennsylvania | 0.0263118889% |
| PA243 | Scranton City, Pennsylvania | 0.4360616367% |
| PA244 | Shaler Township, Pennsylvania | 0.0319417837% |
| PA245 | Sharon City, Pennsylvania | 0.0964271990% |
| PA246 | Silver Spring Township, Pennsylvania | 0.0228591207% |
| PA247 | Skippack Township, Pennsylvania | 0.0040963386% |
| PA248 | Snyder County, Pennsylvania | 0.1878575427% |
| PA249 | Somerset County, Pennsylvania | 0.5405033836% |
| PA250 | Somerset Township, Somerset County, Pennsylvania | 0.0039666612% |
| PA251 | South Fayette Township, Pennsylvania | 0.0228870538% |
| PA252 | South Lebanon Township, Pennsylvania | 0.0052508032% |
| PA253 | South Middleton Township, Pennsylvania | 0.0056161526% |
| PA254 | South Park Township, Pennsylvania | 0.0201815601% |
| PA255 | South Union Township, Pennsylvania | 0.0040522313% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|-------|---|---------------|
| PA256 | South Whitehall Township, Pennsylvania | 0.0202664927% |
| PA257 | Spring Garden Township, Pennsylvania | 0.0310942996% |
| PA258 | Spring Township, Berks County, Pennsylvania | 0.0278654682% |
| PA259 | Springettsbury Township, Pennsylvania | 0.0408509690% |
| PA260 | Springfield Township, Delaware County, Pennsylvania | 0.0497514413% |
| PA261 | Springfield Township, Montgomery County, Pennsylvania | 0.0383927880% |
| PA262 | St. Marys City, Pennsylvania | 0.0309022627% |
| PA263 | State College Borough, Pennsylvania | 0.0851447655% |
| PA264 | Stroud Township, Pennsylvania | 0.0499681528% |
| PA265 | Sugar Notch Borough, Pennsylvania | 0.0011073349% |
| PA266 | Sullivan County, Pennsylvania | 0.0308017225% |
| PA267 | Susquehanna County, Pennsylvania | 0.2942393746% |
| PA268 | Susquehanna Township, Dauphin County, Pennsylvania | 0.0293410568% |
| PA269 | Swatara Township, Dauphin County, Pennsylvania | 0.0276821677% |
| PA270 | Tioga County, Pennsylvania | 0.2348579899% |
| PA271 | Towamencin Township, Pennsylvania | 0.0301076460% |
| PA272 | Tredyffrin Township, Pennsylvania | 0.0647473439% |
| PA273 | Union County, Pennsylvania | 0.2025761688% |
| PA274 | Union Township, Washington County, Pennsylvania | 0.0016618642% |
| PA275 | Unity Township, Pennsylvania | 0.0070376932% |
| PA276 | Upper Allen Township, Pennsylvania | 0.0310776767% |
| PA277 | Upper Chichester Township, Pennsylvania | 0.0387469453% |
| PA278 | Upper Darby Township, Pennsylvania | 0.2609134046% |
| PA279 | Upper Dublin Township, Pennsylvania | 0.0660962774% |
| PA280 | Upper Gwynedd Township, Pennsylvania | 0.0294511126% |
| PA281 | Upper Macungie Township, Pennsylvania | 0.0203083805% |
| PA282 | Upper Merion Township, Pennsylvania | 0.1102960743% |
| PA283 | Upper Moreland Township, Pennsylvania | 0.0501362471% |
| PA284 | Upper Providence Township, Delaware County, Pennsylvania | 0.0195710230% |
| PA285 | Upper Providence Township, Montgomery County, Pennsylvania | 0.0475194167% |
| PA286 | Upper Saucon Township, Pennsylvania | 0.0121989830% |
| PA287 | Upper Southampton Township, Pennsylvania | 0.0288130438% |
| PA288 | Upper Uwchlan Township, Pennsylvania | 0.0134355703% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|-------|---|---------------|
| PA289 | Uwchlan Township, Pennsylvania | 0.0295796330% |
| PA290 | Venango County, Pennsylvania | 0.4173654407% |
| PA291 | Warminster Township, Pennsylvania | 0.0781034360% |
| PA292 | Warren County, Pennsylvania | 0.2233381842% |
| PA293 | Warrington Township, Bucks County, Pennsylvania | 0.0428775922% |
| PA294 | Warwick Township, Bucks County, Pennsylvania | 0.0303889837% |
| PA295 | Warwick Township, Lancaster County, Pennsylvania | 0.0107372075% |
| PA296 | Washington City, Pennsylvania | 0.0371118809% |
| PA297 | Washington County, Pennsylvania | 1.5644453218% |
| PA298 | Washington Township, Franklin County, Pennsylvania | 0.0134758289% |
| PA299 | Wayne County, Pennsylvania | 0.4359565631% |
| PA300 | Waynesboro Borough, Pennsylvania | 0.0153378289% |
| PA301 | West Bradford Township, Pennsylvania | 0.0019529773% |
| PA302 | West Chester Borough, Pennsylvania | 0.0409767032% |
| PA303 | West Deer Township, Pennsylvania | 0.0129721836% |
| PA304 | West Goshen Township, Pennsylvania | 0.0411406417% |
| PA305 | West Hanover Township, Pennsylvania | 0.0017916124% |
| PA306 | West Hempfield Township, Pennsylvania | 0.0134149806% |
| PA307 | West Lampeter Township, Pennsylvania | 0.0105347340% |
| PA308 | West Manchester Township, Pennsylvania | 0.0213714191% |
| PA309 | West Mifflin Borough, Pennsylvania | 0.0436394118% |
| PA310 | West Norriton Township, Pennsylvania | 0.0336121955% |
| PA311 | West Pittston Borough, Pennsylvania | 0.0090773739% |
| PA312 | West Whiteland Township, Pennsylvania | 0.0364079108% |
| PA313 | Westmoreland County, Pennsylvania | 3.2377785417% |
| PA314 | Westtown Township, Pennsylvania | 0.0209338404% |
| PA315 | White Township, Indiana County, Pennsylvania | 0.0076200375% |
| PA316 | Whitehall Borough, Pennsylvania | 0.0345143179% |
| PA317 | Whitehall Township, Pennsylvania | 0.0285992130% |
| PA318 | Whitemarsh Township, Pennsylvania | 0.0515602670% |
| PA319 | Whitpain Township, Pennsylvania | 0.0588375045% |
| PA320 | Wilkes Barre Township, Pennsylvania | 0.0216681047% |
| PA321 | Wilkes-Barre City, Pennsylvania | 0.2963130567% |
| PA322 | Wilkinsburg Borough, Pennsylvania | 0.0580112712% |
| PA323 | Williamsport City, Pennsylvania | 0.1628334320% |
| PA324 | Willistown Township, Pennsylvania | 0.0206130941% |
| PA325 | Windsor Township, York County, Pennsylvania | 0.0141282538% |
| PA326 | Worcester Township, Pennsylvania | 0.0043645008% |

Allocations are subject to change pursuant to a State-Subdivision Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.

| | | |
|-------|----------------------------------|---------------|
| PA327 | Wright Township, Pennsylvania | 0.0100206522% |
| PA328 | Wyoming Borough, Pennsylvania | 0.0071087891% |
| PA329 | Wyoming County, Pennsylvania | 0.2273372411% |
| PA330 | Wyomissing Borough, Pennsylvania | 0.0154207072% |
| PA331 | Yeadon Borough, Pennsylvania | 0.0246066966% |
| PA332 | York City, Pennsylvania | 0.1394378689% |
| PA333 | York County, Pennsylvania | 2.2119383354% |
| PA334 | York Township, Pennsylvania | 0.0334726482% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|------|---------------------------|---------------|
| PR1 | Adjuntas, Puerto Rico | 0.4468461493% |
| PR2 | Aguada, Puerto Rico | 0.9238661758% |
| PR3 | Aguadilla, Puerto Rico | 1.6156167759% |
| PR4 | Aguas Buenas, Puerto Rico | 0.7490858028% |
| PR5 | Aibonito, Puerto Rico | 0.7959428477% |
| PR6 | Anasco, Puerto Rico | 0.5050154853% |
| PR7 | Arecibo, Puerto Rico | 1.3074850692% |
| PR8 | Arroyo, Puerto Rico | 2.0592191012% |
| PR9 | Barceloneta, Puerto Rico | 0.5768569406% |
| PR10 | Barranquitas, Puerto Rico | 0.7167107056% |
| PR11 | Bayamon, Puerto Rico | 5.7282390971% |
| PR12 | Cabo Rojo, Puerto Rico | 1.1570847420% |
| PR13 | Caguas, Puerto Rico | 4.7119895861% |
| PR14 | Camuy, Puerto Rico | 0.7759381807% |
| PR15 | Canovanas, Puerto Rico | 1.0721780377% |
| PR16 | Carolina, Puerto Rico | 4.3228006165% |
| PR17 | Catano, Puerto Rico | 0.7612066695% |
| PR18 | Cayey, Puerto Rico | 1.3596493469% |
| PR19 | Ceiba, Puerto Rico | 0.2896687707% |
| PR20 | Ciales, Puerto Rico | 0.4533215195% |
| PR21 | Cidra, Puerto Rico | 1.1671492158% |
| PR22 | Coamo, Puerto Rico | 0.9970822347% |
| PR23 | Comerio, Puerto Rico | 0.5268640655% |
| PR24 | Corozal, Puerto Rico | 0.8595048594% |
| PR25 | Culebra, Puerto Rico | 0.0380175870% |
| PR26 | Dorado, Puerto Rico | 0.8970759382% |
| PR27 | Fajardo, Puerto Rico | 1.1102770585% |
| PR28 | Florida, Puerto Rico | 0.2695408253% |
| PR29 | Guanica, Puerto Rico | 0.4269617539% |
| PR30 | Guayama, Puerto Rico | 1.3293151076% |
| PR31 | Guayanilla, Puerto Rico | 0.4886780984% |
| PR32 | Guaynabo, Puerto Rico | 2.3185934725% |
| PR33 | Gurabo, Puerto Rico | 0.9866291335% |
| PR34 | Hatillo, Puerto Rico | 1.0577790273% |
| PR35 | Hormigueros, Puerto Rico | 0.3963005262% |
| PR36 | Humacao, Puerto Rico | 1.8829438530% |
| PR37 | Isabela, Puerto Rico | 1.0062900243% |
| PR38 | Jayuya, Puerto Rico | 0.3757431113% |
| PR39 | Juana Diaz, Puerto Rico | 1.7179648597% |
| PR40 | Juncos, Puerto Rico | 0.9543672919% |
| PR41 | Lajas, Puerto Rico | 0.5633742491% |
| PR42 | Lares, Puerto Rico | 0.6852103333% |
| PR43 | Las Marias, Puerto Rico | 0.2285582941% |
| PR44 | Las Piedras, Puerto Rico | 0.8440153869% |
| PR45 | Loiza, Puerto Rico | 0.7971240145% |
| PR46 | Luquillo, Puerto Rico | 0.5035020683% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|------|----------------------------|----------------|
| PR47 | Manati, Puerto Rico | 1.3858134207% |
| PR48 | Maricao, Puerto Rico | 0.1311593846% |
| PR49 | Maunabo, Puerto Rico | 0.2983734242% |
| PR50 | Mayaguez, Puerto Rico | 2.7384221211% |
| PR51 | Moca, Puerto Rico | 0.9400143856% |
| PR52 | Morovis, Puerto Rico | 0.7678286207% |
| PR53 | Naguabo, Puerto Rico | 0.6776685553% |
| PR54 | Naranjito, Puerto Rico | 0.6713715879% |
| PR55 | Orocovis, Puerto Rico | 0.5209419444% |
| PR56 | Patillas, Puerto Rico | 0.4307397840% |
| PR57 | Penuelas, Puerto Rico | 0.5782731381% |
| PR58 | Ponce, Puerto Rico | 5.1762853836% |
| PR59 | Quebradillas, Puerto Rico | 0.6086201563% |
| PR60 | Rincon, Puerto Rico | 0.3607312171% |
| PR61 | Rio Grande, Puerto Rico | 1.2995118170% |
| PR62 | Sabana Grande, Puerto Rico | 0.5625075422% |
| PR63 | Salinas, Puerto Rico | 0.8069301551% |
| PR64 | San German, Puerto Rico | 0.9914753253% |
| PR65 | San Juan, Puerto Rico | 13.8003700360% |
| PR66 | San Lorenzo, Puerto Rico | 1.0322446251% |
| PR67 | San Sebastian, Puerto Rico | 0.9222442638% |
| PR68 | Santa Isabel, Puerto Rico | 0.5210354055% |
| PR69 | Toa Alta, Puerto Rico | 1.7552873773% |
| PR70 | Toa Baja, Puerto Rico | 2.1783919223% |
| PR71 | Trujillo Alto, Puerto Rico | 1.9136501824% |
| PR72 | Utuado, Puerto Rico | 0.7718304061% |
| PR73 | Vega Alta, Puerto Rico | 0.9338331796% |
| PR74 | Vega Baja, Puerto Rico | 1.6886509241% |
| PR75 | Vieques, Puerto Rico | 0.1979351524% |
| PR76 | Villalba, Puerto Rico | 0.5576736281% |
| PR77 | Yabucoa, Puerto Rico | 0.8842993409% |
| PR78 | Yauco, Puerto Rico | 1.1383015829% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|------|-------------------------------------|----------------|
| RI1 | Barrington Town, Rhode Island | 2.3000539202% |
| RI2 | Bristol Town, Rhode Island | 1.0821868960% |
| RI3 | Burrillville Town, Rhode Island | 1.3272036109% |
| RI4 | Central Falls City, Rhode Island | 0.9147584689% |
| RI5 | Charlestown, Rhode Island | 0.5887860100% |
| RI6 | Coventry Town, Rhode Island | 3.5886939036% |
| RI7 | Cranston City, Rhode Island | 7.8869595262% |
| RI8 | Cumberland Town, Rhode Island | 2.4742003754% |
| RI9 | East Greenwich Town, Rhode Island | 1.7467671439% |
| RI10 | East Providence City, Rhode Island | 4.3247728580% |
| RI11 | Exeter Town, Rhode Island | 0.0071810640% |
| RI12 | Foster Town, Rhode Island | 0.2489021533% |
| RI13 | Glocester Town, Rhode Island | 0.8508469130% |
| RI14 | Hopkinton Town, Rhode Island | 0.7098006614% |
| RI15 | Jamestown, Rhode Island | 0.4220295287% |
| RI16 | Johnston Town, Rhode Island | 3.0898685140% |
| RI17 | Lincoln Town, Rhode Island | 2.1171973520% |
| RI18 | Little Compton Town, Rhode Island | 0.2663017745% |
| RI19 | Middletown, Rhode Island | 1.2877439601% |
| RI20 | Narragansett Town, Rhode Island | 1.2760123800% |
| RI21 | New Shoreham Town, Rhode Island | 0.2118269375% |
| RI22 | Newport City, Rhode Island | 2.3339316695% |
| RI23 | North Kingstown, Rhode Island | 2.6500524514% |
| RI24 | North Providence Town, Rhode Island | 2.5306229398% |
| RI25 | North Smithfield Town, Rhode Island | 1.1299013506% |
| RI26 | Pawtucket City, Rhode Island | 5.9652217345% |
| RI27 | Portsmouth Town, Rhode Island | 1.2807429020% |
| RI28 | Providence City, Rhode Island | 21.4858080262% |
| RI29 | Richmond Town, Rhode Island | 0.0818789542% |
| RI30 | Scituate Town, Rhode Island | 1.0248588645% |
| RI31 | Smithfield Town, Rhode Island | 1.7724673574% |
| RI32 | South Kingstown, Rhode Island | 2.3282747894% |
| RI33 | Tiverton Town, Rhode Island | 0.9907730639% |
| RI34 | Warren Town, Rhode Island | 0.1394116029% |
| RI35 | Warwick City, Rhode Island | 9.9418184427% |
| RI36 | West Greenwich Town, Rhode Island | 0.7104734659% |
| RI37 | West Warwick Town, Rhode Island | 3.0239943495% |
| RI38 | Westerly Town, Rhode Island | 2.0135754535% |
| RI39 | Woonsocket City, Rhode Island | 3.8740986306% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|------|-------------------------------------|---------------|
| SC1 | Abbeville County, South Carolina | 0.3350059823% |
| SC2 | Aiken City, South Carolina | 0.7838026892% |
| SC3 | Aiken County, South Carolina | 2.5661670597% |
| SC4 | Allendale County, South Carolina | 0.1220441823% |
| SC5 | Anderson City, South Carolina | 1.1735303052% |
| SC6 | Anderson County, South Carolina | 3.3392231904% |
| SC7 | Bamberg County, South Carolina | 0.2705913372% |
| SC8 | Barnwell County, South Carolina | 0.4653224769% |
| SC9 | Beaufort City, South Carolina | 0.0769982478% |
| SC10 | Beaufort County, South Carolina | 2.3364418352% |
| SC11 | Berkeley County, South Carolina | 2.0961440294% |
| SC12 | Bluffton Town, South Carolina | 0.0481968917% |
| SC13 | Calhoun County, South Carolina | 0.1833260393% |
| SC14 | Cayce City, South Carolina | 0.2572136960% |
| SC15 | Charleston City, South Carolina | 2.3004340552% |
| SC16 | Charleston County, South Carolina | 3.8016438488% |
| SC17 | Cherokee County, South Carolina | 0.9440700745% |
| SC18 | Chester City, South Carolina | 0.1299573133% |
| SC19 | Chester County, South Carolina | 0.3947965211% |
| SC20 | Chesterfield County, South Carolina | 0.9443488664% |
| SC21 | Clarendon County, South Carolina | 0.5705383575% |
| SC22 | Clemson City, South Carolina | 0.3311616877% |
| SC23 | Colleton County, South Carolina | 0.8589365535% |
| SC24 | Columbia City, South Carolina | 2.3918060702% |
| SC25 | Conway City, South Carolina | 0.2894739402% |
| SC26 | Darlington County, South Carolina | 1.6906462867% |
| SC27 | Dillon County, South Carolina | 0.6608411417% |
| SC28 | Dorchester County, South Carolina | 1.6015765975% |
| SC29 | Easley City, South Carolina | 0.8565835771% |
| SC30 | Edgefield County, South Carolina | 0.3586097074% |
| SC31 | Fairfield County, South Carolina | 0.3536421891% |
| SC32 | Florence City, South Carolina | 1.0065336904% |
| SC33 | Florence County, South Carolina | 2.2059006272% |
| SC34 | Forest Acres City, South Carolina | 0.0995929056% |
| SC35 | Fort Mill Town, South Carolina | 0.1714974802% |
| SC36 | Fountain Inn City, South Carolina | 0.1975697094% |
| SC37 | Gaffney City, South Carolina | 0.2044353782% |
| SC38 | Georgetown City, South Carolina | 0.2626233562% |
| SC39 | Georgetown County, South Carolina | 1.1895098900% |
| SC40 | Goose Creek City, South Carolina | 0.5473575768% |
| SC41 | Greenville City, South Carolina | 2.2705648395% |
| SC42 | Greenville County, South Carolina | 7.1502328364% |
| SC43 | Greenwood City, South Carolina | 0.0308220618% |
| SC44 | Greenwood County, South Carolina | 1.3388944490% |
| SC45 | Greer City, South Carolina | 0.5590564672% |
| SC46 | Hampton County, South Carolina | 0.3450376919% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|------|---|---------------|
| SC47 | Hanahan City, South Carolina | 0.2279684840% |
| SC48 | Hilton Head Island Town, South Carolina | 0.2323878458% |
| SC49 | Horry County, South Carolina | 5.2166718879% |
| SC50 | Irmo Town, South Carolina | 0.0942740906% |
| SC51 | James Island Town, South Carolina | 0.0461551887% |
| SC52 | Jasper County, South Carolina | 0.4278548317% |
| SC53 | Kershaw County, South Carolina | 1.0780892823% |
| SC54 | Lancaster County, South Carolina | 1.4809282603% |
| SC55 | Laurens County, South Carolina | 1.3598442946% |
| SC56 | Lee County, South Carolina | 0.2176621820% |
| SC57 | Lexington County, South Carolina | 4.4881391605% |
| SC58 | Lexington Town, South Carolina | 0.2342104062% |
| SC59 | Marion County, South Carolina | 0.6973242307% |
| SC60 | Marlboro County, South Carolina | 0.4878238042% |
| SC61 | Mauldin City, South Carolina | 0.4253253929% |
| SC62 | McCormick County, South Carolina | 0.1281623493% |
| SC63 | Moncks Corner Town, South Carolina | 0.1965426445% |
| SC64 | Mount Pleasant Town, South Carolina | 0.5750801889% |
| SC65 | Myrtle Beach City, South Carolina | 1.9068234068% |
| SC66 | Newberry City, South Carolina | 0.0344864657% |
| SC67 | Newberry County, South Carolina | 0.5656551710% |
| SC68 | North Augusta City, South Carolina | 0.5139678525% |
| SC69 | North Charleston City, South Carolina | 1.7751090959% |
| SC70 | North Myrtle Beach City, South Carolina | 0.6366313248% |
| SC71 | Oconee County, South Carolina | 2.8099515214% |
| SC72 | Orangeburg City, South Carolina | 0.0468940344% |
| SC73 | Orangeburg County, South Carolina | 1.4543982912% |
| SC74 | Pickens County, South Carolina | 2.8143347165% |
| SC75 | Port Royal Town, South Carolina | 0.0206098617% |
| SC76 | Richland County, South Carolina | 3.8816723839% |
| SC77 | Rock Hill City, South Carolina | 1.3120073555% |
| SC78 | Saluda County, South Carolina | 0.2604801809% |
| SC79 | Simpsonville City, South Carolina | 0.3497064495% |
| SC80 | Spartanburg City, South Carolina | 1.1890308958% |
| SC81 | Spartanburg County, South Carolina | 6.4084293395% |
| SC82 | Summerville Town, South Carolina | 0.6446011912% |
| SC83 | Sumter City, South Carolina | 0.5390642671% |
| SC84 | Sumter County, South Carolina | 0.9480995733% |
| SC85 | Tega Cay City, South Carolina | 0.0433365022% |
| SC86 | Union County, South Carolina | 0.6499524020% |
| SC87 | West Columbia City, South Carolina | 0.3943858322% |
| SC88 | Williamsburg County, South Carolina | 0.4931357629% |
| SC89 | York County, South Carolina | 2.5800878865% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|------|----------------------------------|---------------|
| SD1 | Aberdeen City, South Dakota | 1.7806789284% |
| SD2 | Aurora County, South Dakota | 0.1283252150% |
| SD3 | Beadle County, South Dakota | 0.8743032704% |
| SD4 | Bennett County, South Dakota | 0.1895703332% |
| SD5 | Bon Homme County, South Dakota | 0.6047162426% |
| SD6 | Box Elder City, South Dakota | 0.2251076107% |
| SD7 | Brandon City, South Dakota | 0.4012895918% |
| SD8 | Brookings City, South Dakota | 2.4259611863% |
| SD9 | Brookings County, South Dakota | 0.2802421588% |
| SD10 | Brown County, South Dakota | 1.7764564315% |
| SD11 | Brule County, South Dakota | 0.8045710091% |
| SD12 | Buffalo County, South Dakota | 0.1823519926% |
| SD13 | Butte County, South Dakota | 0.8926544344% |
| SD14 | Campbell County, South Dakota | 0.0682419048% |
| SD15 | Charles Mix County, South Dakota | 0.8084433424% |
| SD16 | Clark County, South Dakota | 0.2550260601% |
| SD17 | Clay County, South Dakota | 0.4415194932% |
| SD18 | Codington County, South Dakota | 0.8721266365% |
| SD19 | Corson County, South Dakota | 0.3429322421% |
| SD20 | Custer County, South Dakota | 1.0868471426% |
| SD21 | Davison County, South Dakota | 0.6815458005% |
| SD22 | Day County, South Dakota | 0.3921680475% |
| SD23 | Deuel County, South Dakota | 0.4035008098% |
| SD24 | Dewey County, South Dakota | 0.3699996685% |
| SD25 | Douglas County, South Dakota | 0.2891518759% |
| SD26 | Edmunds County, South Dakota | 0.2529348056% |
| SD27 | Fall River County, South Dakota | 2.1968904590% |
| SD28 | Faulk County, South Dakota | 0.2772473959% |
| SD29 | Grant County, South Dakota | 0.6923230564% |
| SD30 | Gregory County, South Dakota | 0.5555128599% |
| SD31 | Haakon County, South Dakota | 0.1774497029% |
| SD32 | Hamlin County, South Dakota | 0.3340117176% |
| SD33 | Hand County, South Dakota | 0.2401311401% |
| SD34 | Hanson County, South Dakota | 0.1484271966% |
| SD35 | Harding County, South Dakota | 0.0620805393% |
| SD36 | Hughes County, South Dakota | 0.8137066032% |
| SD37 | Huron City, South Dakota | 0.8308959590% |
| SD38 | Hutchinson County, South Dakota | 0.5659237410% |
| SD39 | Hyde County, South Dakota | 0.0640529112% |
| SD40 | Jackson County, South Dakota | 0.1437421380% |
| SD41 | Jerauld County, South Dakota | 0.3258250234% |
| SD42 | Jones County, South Dakota | 0.0451732597% |
| SD43 | Kingsbury County, South Dakota | 0.3721763025% |
| SD44 | Lake County, South Dakota | 0.8273932428% |
| SD45 | Lawrence County, South Dakota | 2.3838237581% |
| SD46 | Lincoln County, South Dakota | 1.2611723923% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|------|------------------------------------|----------------|
| SD47 | Lyman County, South Dakota | 0.3239942300% |
| SD48 | Marshall County, South Dakota | 0.5625107271% |
| SD49 | McCook County, South Dakota | 0.3047773840% |
| SD50 | McPherson County, South Dakota | 0.1613184030% |
| SD51 | Meade County, South Dakota | 3.2698326502% |
| SD52 | Mellette County, South Dakota | 0.1848247525% |
| SD53 | Miner County, South Dakota | 0.1616739703% |
| SD54 | Minnehaha County, South Dakota | 12.2243522517% |
| SD55 | Mitchell City, South Dakota | 1.5031732329% |
| SD56 | Moody County, South Dakota | 0.4743937985% |
| SD57 | Oglala Lakota County, South Dakota | 1.3919692864% |
| SD58 | Pennington County, South Dakota | 8.0611767283% |
| SD59 | Perkins County, South Dakota | 0.3755374403% |
| SD60 | Pierre City, South Dakota | 0.6216678331% |
| SD61 | Potter County, South Dakota | 0.1893444561% |
| SD62 | Rapid City, South Dakota | 6.9492723574% |
| SD63 | Roberts County, South Dakota | 0.9943780269% |
| SD64 | Sanborn County, South Dakota | 0.1141857404% |
| SD65 | Sioux Falls City, South Dakota | 21.6732660428% |
| SD66 | Spearfish City, South Dakota | 0.8208633410% |
| SD67 | Spink County, South Dakota | 0.7324773052% |
| SD68 | Stanley County, South Dakota | 0.1733882380% |
| SD69 | Sully County, South Dakota | 0.0632218131% |
| SD70 | Todd County, South Dakota | 1.0677859248% |
| SD71 | Tripp County, South Dakota | 0.6252580903% |
| SD72 | Turner County, South Dakota | 0.6536969906% |
| SD73 | Union County, South Dakota | 1.4531041680% |
| SD74 | Vermillion City, South Dakota | 0.5912781760% |
| SD75 | Walworth County, South Dakota | 0.5615110318% |
| SD76 | Watertown City, South Dakota | 1.6132964277% |
| SD77 | Yankton City, South Dakota | 1.2219897393% |
| SD78 | Yankton County, South Dakota | 1.4233435084% |
| SD79 | Ziebach County, South Dakota | 0.3085103004% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|------|------------------------------|---------------|
| TN1 | Alexandria Town, Tennessee | 0.0027913085% |
| TN2 | Algood City, Tennessee | 0.0032741136% |
| TN3 | Anderson County, Tennessee | 1.0489907838% |
| TN4 | Ardmore City, Tennessee | 0.0026765324% |
| TN5 | Arlington Town, Tennessee | 0.0036566309% |
| TN6 | Athens City, Tennessee | 0.2360706677% |
| TN7 | Auburntown, Tennessee | 0.0001983981% |
| TN8 | Bartlett City, Tennessee | 0.0730561566% |
| TN9 | Baxter Town, Tennessee | 0.0004972097% |
| TN10 | Bedford County, Tennessee | 0.5272814034% |
| TN11 | Bell Buckle Town, Tennessee | 0.0002627582% |
| TN12 | Benton County, Tennessee | 0.5216608068% |
| TN13 | Bledsoe County, Tennessee | 0.1398580820% |
| TN14 | Blount County, Tennessee | 1.9196465581% |
| TN15 | Bradley County, Tennessee | 1.0430217552% |
| TN16 | Brentwood City, Tennessee | 0.0478208600% |
| TN17 | Bristol City, Tennessee | 0.5426871150% |
| TN18 | Byrdstown, Tennessee | 0.0011427364% |
| TN19 | Campbell County, Tennessee | 1.5974370559% |
| TN20 | Cannon County, Tennessee | 0.3116778190% |
| TN21 | Carroll County, Tennessee | 0.4438060785% |
| TN22 | Carter County, Tennessee | 0.5782580416% |
| TN23 | Celina City, Tennessee | 0.0277813920% |
| TN24 | Centertown, Tennessee | 0.0001321538% |
| TN25 | Centerville Town, Tennessee | 0.0116202349% |
| TN26 | Chapel Hill Town, Tennessee | 0.0043601529% |
| TN27 | Chattanooga City, Tennessee | 0.4981237028% |
| TN28 | Cheatham County, Tennessee | 0.8209998781% |
| TN29 | Chester County, Tennessee | 0.1751399118% |
| TN30 | Claiborne County, Tennessee | 1.1929412357% |
| TN31 | Clarksville City, Tennessee | 0.2296815192% |
| TN32 | Clay County, Tennessee | 0.2983695250% |
| TN33 | Cleveland City, Tennessee | 0.5531282252% |
| TN34 | Clifton City, Tennessee | 0.0022427615% |
| TN35 | Clinton City, Tennessee | 0.1573341188% |
| TN36 | Cocke County, Tennessee | 0.8746257470% |
| TN37 | Coffee County, Tennessee | 0.4346569849% |
| TN38 | Collegedale City, Tennessee | 0.0080390188% |
| TN39 | Collierville Town, Tennessee | 0.0617375387% |
| TN40 | Collinwood City, Tennessee | 0.0021594326% |
| TN41 | Columbia City, Tennessee | 0.0390894158% |
| TN42 | Cookeville City, Tennessee | 0.8404101920% |
| TN43 | Cornersville Town, Tennessee | 0.0025527953% |
| TN44 | Crab Orchard City, Tennessee | 0.0000241612% |
| TN45 | Crockett County, Tennessee | 0.1232062476% |
| TN46 | Crossville City, Tennessee | 0.0619543195% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|------|--|---------------|
| TN47 | Cumberland County, Tennessee | 0.8164884351% |
| TN48 | Dandridge Town, Tennessee | 0.0109089663% |
| TN49 | De Kalb County, Tennessee | 0.4242612240% |
| TN50 | Decatur County, Tennessee | 0.3607195939% |
| TN51 | Decatur Town, Tennessee | 0.0050599481% |
| TN52 | Dickson City, Tennessee | 0.0699263820% |
| TN53 | Dickson County, Tennessee | 0.7642083488% |
| TN54 | Dowelltown, Tennessee | 0.0007434696% |
| TN55 | Doyle Town, Tennessee | 0.0001218109% |
| TN56 | Dyer County, Tennessee | 0.2010581703% |
| TN57 | Dyersburg City, Tennessee | 0.2008506856% |
| TN58 | Eagleville City, Tennessee | 0.0010231029% |
| TN59 | East Ridge City, Tennessee | 0.0217959070% |
| TN60 | Elizabethton City, Tennessee | 0.2653016475% |
| TN61 | Elkton City, Tennessee | 0.0004852756% |
| TN62 | Ethridge Town, Tennessee | 0.0005864009% |
| TN63 | Farragut Town, Tennessee | 0.0167667362% |
| TN64 | Fayette County, Tennessee | 0.3157083831% |
| TN65 | Fayetteville City, Tennessee | 0.0647238955% |
| TN66 | Fentress County, Tennessee | 0.5526714656% |
| TN67 | Franklin City, Tennessee | 0.1089989646% |
| TN68 | Franklin County, Tennessee | 0.6079344750% |
| TN69 | Gallatin City, Tennessee | 0.0760079674% |
| TN70 | Gatlinburg City, Tennessee | 0.0507819668% |
| TN71 | Germantown City, Tennessee | 0.0687501047% |
| TN72 | Gibson County, Tennessee | 0.4940695219% |
| TN73 | Giles County, Tennessee | 0.4000334952% |
| TN74 | Goodlettsville City, Tennessee | 0.0334336034% |
| TN75 | Grainger County, Tennessee | 0.4671260668% |
| TN76 | Greene County, Tennessee | 0.8232264763% |
| TN77 | Greeneville Town, Tennessee | 0.3895702338% |
| TN78 | Grundy County, Tennessee | 0.3896858892% |
| TN79 | Hamblen County, Tennessee | 2.2614488604% |
| TN80 | Hamilton County, Tennessee | 4.1540192234% |
| TN81 | Hancock County, Tennessee | 0.2089065376% |
| TN82 | Hardeman County, Tennessee | 0.2150658408% |
| TN83 | Hardin County, Tennessee | 0.5683946644% |
| TN84 | Hartsville/Trousdale County, Tennessee | 0.1139641522% |
| TN85 | Hawkins County, Tennessee | 1.0968095083% |
| TN86 | Haywood County, Tennessee | 0.1104263592% |
| TN87 | Henderson County, Tennessee | 0.2498867656% |
| TN88 | Hendersonville City, Tennessee | 0.1137407554% |
| TN89 | Henry County, Tennessee | 0.6444385596% |
| TN90 | Hickman County, Tennessee | 0.2687886895% |
| TN91 | Houston County, Tennessee | 0.1198735525% |
| TN92 | Humphreys County, Tennessee | 0.2441608982% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|-------|---|---------------|
| TN93 | Jackson City, Tennessee | 0.0431370644% |
| TN94 | Jackson County, Tennessee | 0.2780985367% |
| TN95 | Jefferson County, Tennessee | 0.8912247367% |
| TN96 | Johnson City, Tennessee | 1.0682855260% |
| TN97 | Johnson County, Tennessee | 0.2282065978% |
| TN98 | Kingsport City, Tennessee | 0.9871149359% |
| TN99 | Knox County, Tennessee | 9.1641554650% |
| TN100 | Knoxville City, Tennessee | 1.5417816888% |
| TN101 | La Vergne City, Tennessee | 0.0518950147% |
| TN102 | Lake County, Tennessee | 0.0671464632% |
| TN103 | Lakeland City, Tennessee | 0.0000095891% |
| TN104 | Lauderdale County, Tennessee | 0.2733775153% |
| TN105 | Lawrence County, Tennessee | 0.6461910207% |
| TN106 | Lawrenceburg City, Tennessee | 0.0465511203% |
| TN107 | Lebanon City, Tennessee | 0.1110258247% |
| TN108 | Lewis County, Tennessee | 0.1528225920% |
| TN109 | Lewisburg City, Tennessee | 0.0396496875% |
| TN110 | Lexington City, Tennessee | 0.0796867496% |
| TN111 | Liberty Town, Tennessee | 0.0003647628% |
| TN112 | Lincoln County, Tennessee | 0.3409251715% |
| TN113 | Livingston Town, Tennessee | 0.0198677435% |
| TN114 | Loretto City, Tennessee | 0.0047940075% |
| TN115 | Loudon County, Tennessee | 0.8992460428% |
| TN116 | Lynchburg, Moore County Metropolitan Government, Tennessee | 0.0579106070% |
| TN117 | Lynnville Town, Tennessee | 0.0003845691% |
| TN118 | Macon County, Tennessee | 0.3091017000% |
| TN119 | Madison County, Tennessee | 0.8907256845% |
| TN120 | Manchester City, Tennessee | 0.1612528379% |
| TN121 | Marion County, Tennessee | 0.3637161259% |
| TN122 | Marshall County, Tennessee | 0.4953711694% |
| TN123 | Martin City, Tennessee | 0.0101175931% |
| TN124 | Maryville City, Tennessee | 0.3223901040% |
| TN125 | Maury County, Tennessee | 1.0724162522% |
| TN126 | McMinn County, Tennessee | 0.6936567070% |
| TN127 | McMinnville City, Tennessee | 0.0355475192% |
| TN128 | McNairy County, Tennessee | 0.4269884656% |
| TN129 | Meigs County, Tennessee | 0.2016450737% |
| TN130 | Memphis City, Tennessee | 4.9079216307% |
| TN131 | Millington City, Tennessee | 0.0212200583% |
| TN132 | Minor Hill City, Tennessee | 0.0008698448% |
| TN133 | Monroe County, Tennessee | 0.7506735593% |
| TN134 | Monterey Town, Tennessee | 0.0029942290% |
| TN135 | Montgomery County, Tennessee | 1.6758545682% |
| TN136 | Morgan County, Tennessee | 0.5132562715% |
| TN137 | Morrison Town, Tennessee | 0.0004337290% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|-------|--|---------------|
| TN138 | Morristown City, Tennessee | 0.3919462797% |
| TN139 | Mount Juliet City, Tennessee | 0.0577622481% |
| TN140 | Mount Pleasant City, Tennessee | 0.0048377656% |
| TN141 | Murfreesboro City, Tennessee | 0.7283549414% |
| TN142 | Nashville-Davidson Metropolitan Government, Tennessee | 8.9605710893% |
| TN143 | Nolensville Town, Tennessee | 0.0026055144% |
| TN144 | Normandy Town, Tennessee | 0.0000797277% |
| TN145 | Oak Ridge City, Tennessee | 0.9598050011% |
| TN146 | Obion County, Tennessee | 0.2204168957% |
| TN147 | Overton County, Tennessee | 0.5262993368% |
| TN148 | Paris City, Tennessee | 0.0217300395% |
| TN149 | Perry County, Tennessee | 0.0857864664% |
| TN150 | Petersburg Town, Tennessee | 0.0005822973% |
| TN151 | Pickett County, Tennessee | 0.1459705284% |
| TN152 | Pigeon Forge City, Tennessee | 0.0877322588% |
| TN153 | Pleasant Hill Town, Tennessee | 0.0000178801% |
| TN154 | Polk County, Tennessee | 0.3220131560% |
| TN155 | Portland City, Tennessee | 0.0203045711% |
| TN156 | Pulaski City, Tennessee | 0.0561230557% |
| TN157 | Putnam County, Tennessee | 0.3863240500% |
| TN158 | Red Bank City, Tennessee | 0.0106755617% |
| TN159 | Rhea County, Tennessee | 0.5404420504% |
| TN160 | Ripley City, Tennessee | 0.0190759934% |
| TN161 | Roane County, Tennessee | 1.6361535854% |
| TN162 | Robertson County, Tennessee | 0.8676284650% |
| TN163 | Rutherford County, Tennessee | 2.5746747125% |
| TN164 | Scott County, Tennessee | 0.5189341096% |
| TN165 | Sequatchie County, Tennessee | 0.2433974548% |
| TN166 | Sevier County, Tennessee | 1.3567168872% |
| TN167 | Sevierville City, Tennessee | 0.0845613223% |
| TN168 | Shelby County, Tennessee | 3.5255393191% |
| TN169 | Shelbyville City, Tennessee | 0.0482670674% |
| TN170 | Smith County, Tennessee | 0.5711842980% |
| TN171 | Smithville City, Tennessee | 0.0196818237% |
| TN172 | Smyrna Town, Tennessee | 0.1314691656% |
| TN173 | Soddy-Daisy City, Tennessee | 0.0110233237% |
| TN174 | Sparta City, Tennessee | 0.0168519913% |
| TN175 | Spencer Town, Tennessee | 0.0007743306% |
| TN176 | Spring Hill City, Tennessee | 0.0244598773% |
| TN177 | Springfield City, Tennessee | 0.0550041036% |
| TN178 | St. Joseph City, Tennessee | 0.0011625009% |
| TN179 | Stewart County, Tennessee | 0.1459273147% |
| TN180 | Sullivan County, Tennessee | 1.4573397906% |
| TN181 | Sumner County, Tennessee | 1.7022113712% |
| TN182 | Tipton County, Tennessee | 0.6312749815% |

Allocations are subject to change pursuant to a State-Subdivision Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.

| | | |
|-------|------------------------------|---------------|
| TN183 | Tullahoma City, Tennessee | 0.3238479828% |
| TN184 | Unicoi County, Tennessee | 0.3464527663% |
| TN185 | Union City, Tennessee | 0.0993864534% |
| TN186 | Union County, Tennessee | 0.5606745148% |
| TN187 | Van Buren County, Tennessee | 0.0471429229% |
| TN188 | Viola Town, Tennessee | 0.0000607170% |
| TN189 | Warren County, Tennessee | 0.5357371504% |
| TN190 | Wartrace Town, Tennessee | 0.0003753988% |
| TN191 | Washington County, Tennessee | 1.1061046159% |
| TN192 | Wayne County, Tennessee | 0.2247756248% |
| TN193 | Waynesboro City, Tennessee | 0.0036939405% |
| TN194 | Weakley County, Tennessee | 0.3773601643% |
| TN195 | White County, Tennessee | 0.3992656969% |
| TN196 | White House City, Tennessee | 0.0200834355% |
| TN197 | Williamson County, Tennessee | 1.6817249840% |
| TN198 | Wilson County, Tennessee | 1.4019072760% |
| TN199 | Woodbury Town, Tennessee | 0.0086691778% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|------|---------------------------|---------------|
| TX1 | Abbott City, Texas | 0.0004586670% |
| TX2 | Abernathy City, Texas | 0.0000733330% |
| TX3 | Abilene City, Texas | 0.3758786670% |
| TX4 | Ackerly City, Texas | 0.0000140000% |
| TX5 | Addison Town, Texas | 0.0387293330% |
| TX6 | Adrian City, Texas | 0.0001206670% |
| TX7 | Agua Dulce City, Texas | 0.0000286670% |
| TX8 | Alamo City, Texas | 0.0147473330% |
| TX9 | Alamo Heights City, Texas | 0.0187986670% |
| TX10 | Alba Town, Texas | 0.0021306670% |
| TX11 | Albany City, Texas | 0.0001200000% |
| TX12 | Aledo City, Texas | 0.0002206670% |
| TX13 | Alice City, Texas | 0.0475273330% |
| TX14 | Allen City, Texas | 0.2100540000% |
| TX15 | Alma Town, Texas | 0.0007380000% |
| TX16 | Alpine City, Texas | 0.0197906670% |
| TX17 | Alto Town, Texas | 0.0025113330% |
| TX18 | Alton City, Texas | 0.0076933330% |
| TX19 | Alvarado City, Texas | 0.0193526670% |
| TX20 | Alvin City, Texas | 0.0759746670% |
| TX21 | Alvord Town, Texas | 0.0002386670% |
| TX22 | Amarillo City, Texas | 0.6584406670% |
| TX23 | Ames City, Texas | 0.0037140000% |
| TX24 | Amherst City, Texas | 0.0000146670% |
| TX25 | Anahuac City, Texas | 0.0003613330% |
| TX26 | Anderson City, Texas | 0.0000126670% |
| TX27 | Anderson County, Texas | 0.1791753330% |
| TX28 | Andrews City, Texas | 0.0126553330% |
| TX29 | Andrews County, Texas | 0.0250706670% |
| TX30 | Angelina County, Texas | 0.1533040000% |
| TX31 | Angleton City, Texas | 0.0418606670% |
| TX32 | Angus City, Texas | 0.0002206670% |
| TX33 | Anna City, Texas | 0.0060500000% |
| TX34 | Annetta North Town, Texas | 0.0000226670% |
| TX35 | Annetta South Town, Texas | 0.0004013330% |
| TX36 | Annetta Town, Texas | 0.0039706670% |
| TX37 | Annona Town, Texas | 0.0004920000% |
| TX38 | Anson City, Texas | 0.0034226670% |
| TX39 | Anthony Town, Texas | 0.0030093330% |
| TX40 | Anton City, Texas | 0.0002960000% |
| TX41 | Appleby City, Texas | 0.0010340000% |
| TX42 | Aquilla City, Texas | 0.0001386670% |
| TX43 | Aransas County, Texas | 0.1776746670% |
| TX44 | Aransas Pass City, Texas | 0.0385420000% |
| TX45 | Archer City, Texas | 0.0070360000% |
| TX46 | Archer County, Texas | 0.0303560000% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|------|---------------------------------|---------------|
| TX47 | Arcola City, Texas | 0.0048600000% |
| TX48 | Argyle City, Texas | 0.0076040000% |
| TX49 | Arlington City, Texas | 0.4905353330% |
| TX50 | Armstrong County, Texas | 0.0006493330% |
| TX51 | Arp City, Texas | 0.0013393330% |
| TX52 | Asherton City, Texas | 0.0000746670% |
| TX53 | Aspermont Town, Texas | 0.0000060000% |
| TX54 | Atascosa County, Texas | 0.1179353330% |
| TX55 | Athens City, Texas | 0.0706280000% |
| TX56 | Atlanta City, Texas | 0.0206633330% |
| TX57 | Aubrey City, Texas | 0.0100940000% |
| TX58 | Aurora City, Texas | 0.0012326670% |
| TX59 | Austin City, Texas | 3.2518106670% |
| TX60 | Austin County, Texas | 0.0506866670% |
| TX61 | Austwell City, Texas | 0.0000726670% |
| TX62 | Avery Town, Texas | 0.0000920000% |
| TX63 | Avinger Town, Texas | 0.0007433330% |
| TX64 | Azle City, Texas | 0.0214753330% |
| TX65 | Bailey City, Texas | 0.0006333330% |
| TX66 | Bailey County, Texas | 0.0102513330% |
| TX67 | Bailey's Prairie Village, Texas | 0.0037360000% |
| TX68 | Baird City, Texas | 0.0018680000% |
| TX69 | Balch Springs City, Texas | 0.0182386670% |
| TX70 | Balcones Heights City, Texas | 0.0158740000% |
| TX71 | Ballinger City, Texas | 0.0061146670% |
| TX72 | Balmorhea City, Texas | 0.0000420000% |
| TX73 | Bandera City, Texas | 0.0019286670% |
| TX74 | Bandera County, Texas | 0.0578766670% |
| TX75 | Bangs City, Texas | 0.0020333330% |
| TX76 | Bardwell City, Texas | 0.0002413330% |
| TX77 | Barry City, Texas | 0.0001333330% |
| TX78 | Barstow City, Texas | 0.0000406670% |
| TX79 | Bartlett City, Texas | 0.0022493330% |
| TX80 | Bartonville Town, Texas | 0.0059246670% |
| TX81 | Bastrop City, Texas | 0.0308800000% |
| TX82 | Bastrop County, Texas | 0.2293066670% |
| TX83 | Bay City, Texas | 0.0386080000% |
| TX84 | Baylor County, Texas | 0.0198880000% |
| TX85 | Bayou Vista City, Texas | 0.0041600000% |
| TX86 | Bayside Town, Texas | 0.0001613330% |
| TX87 | Baytown City, Texas | 0.1440440000% |
| TX88 | Bayview Town, Texas | 0.0000273330% |
| TX89 | Beach City, Texas | 0.0083366670% |
| TX90 | Bear Creek Village, Texas | 0.0006040000% |
| TX91 | Beasley City, Texas | 0.0000866670% |
| TX92 | Beaumont City, Texas | 0.4553400000% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|-------|----------------------------|---------------|
| TX93 | Beckville City, Texas | 0.0008313330% |
| TX94 | Bedford City, Texas | 0.0628760000% |
| TX95 | Bedias City, Texas | 0.0023166670% |
| TX96 | Bee Cave City, Texas | 0.0085753330% |
| TX97 | Bee County, Texas | 0.0652293330% |
| TX98 | Beeville City, Texas | 0.0160180000% |
| TX99 | Bell County, Texas | 0.4338320000% |
| TX100 | Bellaire City, Texas | 0.0275093330% |
| TX101 | Bellevue City, Texas | 0.0000373330% |
| TX102 | Bellmead City, Texas | 0.0096580000% |
| TX103 | Bells Town, Texas | 0.0012606670% |
| TX104 | Bellville City, Texas | 0.0049920000% |
| TX105 | Belton City, Texas | 0.0484533330% |
| TX106 | Benavides City, Texas | 0.0001013330% |
| TX107 | Benbrook City, Texas | 0.0292793330% |
| TX108 | Benjamin City, Texas | 0.0006340000% |
| TX109 | Berryville Town, Texas | 0.0095860000% |
| TX110 | Bertram City, Texas | 0.0001213330% |
| TX111 | Beverly Hills City, Texas | 0.0028906670% |
| TX112 | Bevil Oaks City, Texas | 0.0003660000% |
| TX113 | Bexar County, Texas | 4.6714346670% |
| TX114 | Big Lake City, Texas | 0.0003646670% |
| TX115 | Big Sandy Town, Texas | 0.0030526670% |
| TX116 | Big Spring City, Texas | 0.1266186670% |
| TX117 | Big Wells City, Texas | 0.0001573330% |
| TX118 | Bishop City, Texas | 0.0054753330% |
| TX119 | Bishop Hills Town, Texas | 0.0002153330% |
| TX120 | Blackwell City, Texas | 0.0000206670% |
| TX121 | Blanco City, Texas | 0.0041273330% |
| TX122 | Blanco County, Texas | 0.0328153330% |
| TX123 | Blanket Town, Texas | 0.0000980000% |
| TX124 | Bloomburg Town, Texas | 0.0006733330% |
| TX125 | Blooming Grove Town, Texas | 0.0002346670% |
| TX126 | Blossom City, Texas | 0.0001320000% |
| TX127 | Blue Mound City, Texas | 0.0019253330% |
| TX128 | Blue Ridge City, Texas | 0.0008966670% |
| TX129 | Blum Town, Texas | 0.0010813330% |
| TX130 | Boerne City, Texas | 0.0303840000% |
| TX131 | Bogata City, Texas | 0.0024326670% |
| TX132 | Bonham City, Texas | 0.0672726670% |
| TX133 | Bonney Village, Texas | 0.0016733330% |
| TX134 | Booker Town, Texas | 0.0006906670% |
| TX135 | Borden County, Texas | 0.0006666670% |
| TX136 | Borger City, Texas | 0.0464533330% |
| TX137 | Bosque County, Texas | 0.0473820000% |
| TX138 | Bovina City, Texas | 0.0001153330% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|-------|---------------------------------|---------------|
| TX139 | Bowie City, Texas | 0.0557466670% |
| TX140 | Bowie County, Texas | 0.1554600000% |
| TX141 | Boyd Town, Texas | 0.0046353330% |
| TX142 | Brackettville City, Texas | 0.0000053330% |
| TX143 | Brady City, Texas | 0.0183200000% |
| TX144 | Brazoria City, Texas | 0.0076913330% |
| TX145 | Brazoria County, Texas | 0.6807266670% |
| TX146 | Brazos Bend City, Texas | 0.0003080000% |
| TX147 | Brazos Country City, Texas | 0.0006013330% |
| TX148 | Brazos County, Texas | 0.2280580000% |
| TX149 | Breckenridge City, Texas | 0.0159840000% |
| TX150 | Bremond City, Texas | 0.0037026670% |
| TX151 | Brenham City, Texas | 0.0365000000% |
| TX152 | Brewster County, Texas | 0.0400580000% |
| TX153 | Briarcliff Village, Texas | 0.0003813330% |
| TX154 | Briaroaks City, Texas | 0.0000380000% |
| TX155 | Bridge City, Texas | 0.0538373330% |
| TX156 | Bridgeport City, Texas | 0.0222006670% |
| TX157 | Briscoe County, Texas | 0.0006513330% |
| TX158 | Broadus Town, Texas | 0.0000206670% |
| TX159 | Bronte Town, Texas | 0.0000660000% |
| TX160 | Brooks County, Texas | 0.0138066670% |
| TX161 | Brookshire City, Texas | 0.0042706670% |
| TX162 | Brookside Village City, Texas | 0.0007400000% |
| TX163 | Brown County, Texas | 0.1289446670% |
| TX164 | Browndell City, Texas | 0.0001013330% |
| TX165 | Brownfield City, Texas | 0.0096346670% |
| TX166 | Brownsboro City, Texas | 0.0021173330% |
| TX167 | Brownsville City, Texas | 0.2833713330% |
| TX168 | Brownwood City, Texas | 0.1110480000% |
| TX169 | Bruceville-Eddy City, Texas | 0.0011280000% |
| TX170 | Bryan City, Texas | 0.1645980000% |
| TX171 | Bryson City, Texas | 0.0008186670% |
| TX172 | Buckholts Town, Texas | 0.0007420000% |
| TX173 | Buda City, Texas | 0.0071893330% |
| TX174 | Buffalo City, Texas | 0.0079106670% |
| TX175 | Buffalo Gap Town, Texas | 0.0000586670% |
| TX176 | Buffalo Springs Village, Texas | 0.0001253330% |
| TX177 | Bullard Town, Texas | 0.0049913330% |
| TX178 | Bulverde City, Texas | 0.0096240000% |
| TX179 | Bunker Hill Village City, Texas | 0.0003146670% |
| TX180 | Burkburnett City, Texas | 0.0252293330% |
| TX181 | Burke City, Texas | 0.0007426670% |
| TX182 | Burleson City, Texas | 0.1011860000% |
| TX183 | Burleson County, Texas | 0.0468293330% |
| TX184 | Burnet City, Texas | 0.0222300000% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|-------|-------------------------------|---------------|
| TX185 | Burnet County, Texas | 0.1265526670% |
| TX186 | Burton City, Texas | 0.0006246670% |
| TX187 | Byers City, Texas | 0.0000513330% |
| TX188 | Bynum Town, Texas | 0.0002533330% |
| TX189 | Cactus City, Texas | 0.0031860000% |
| TX190 | Caddo Mills City, Texas | 0.0000286670% |
| TX191 | Caldwell City, Texas | 0.0121633330% |
| TX192 | Caldwell County, Texas | 0.0576086670% |
| TX193 | Calhoun County, Texas | 0.0852840000% |
| TX194 | Callahan County, Texas | 0.0085960000% |
| TX195 | Callisburg City, Texas | 0.0000673330% |
| TX196 | Calvert City, Texas | 0.0005146670% |
| TX197 | Cameron City, Texas | 0.0073940000% |
| TX198 | Cameron County, Texas | 0.3580173330% |
| TX199 | Camp County, Texas | 0.0192340000% |
| TX200 | Camp Wood City, Texas | 0.0002813330% |
| TX201 | Campbell City, Texas | 0.0007440000% |
| TX202 | Canadian City, Texas | 0.0007266670% |
| TX203 | Caney City Town, Texas | 0.0013366670% |
| TX204 | Canton City, Texas | 0.0378226670% |
| TX205 | Canyon City, Texas | 0.0175006670% |
| TX206 | Carbon Town, Texas | 0.0004133330% |
| TX207 | Carl's Corner Town, Texas | 0.0000320000% |
| TX208 | Carmine City, Texas | 0.0002566670% |
| TX209 | Carrizo Springs City, Texas | 0.0011140000% |
| TX210 | Carrollton City, Texas | 0.2068366670% |
| TX211 | Carson County, Texas | 0.0196620000% |
| TX212 | Carthage City, Texas | 0.0126180000% |
| TX213 | Cashion Community City, Texas | 0.0002146670% |
| TX214 | Cass County, Texas | 0.0621033330% |
| TX215 | Castle Hills City, Texas | 0.0085200000% |
| TX216 | Castro County, Texas | 0.0029466670% |
| TX217 | Castroville City, Texas | 0.0030166670% |
| TX218 | Cedar Hill City, Texas | 0.0467513330% |
| TX219 | Cedar Park City, Texas | 0.1237113330% |
| TX220 | Celeste City, Texas | 0.0008533330% |
| TX221 | Celina City, Texas | 0.0121886670% |
| TX222 | Center City, Texas | 0.0392253330% |
| TX223 | Centerville City, Texas | 0.0002566670% |
| TX224 | Chambers County, Texas | 0.1021253330% |
| TX225 | Chandler City, Texas | 0.0115760000% |
| TX226 | Channing City, Texas | 0.0000013330% |
| TX227 | Charlotte City, Texas | 0.0028380000% |
| TX228 | Cherokee County, Texas | 0.1044080000% |
| TX229 | Chester Town, Texas | 0.0007826670% |
| TX230 | Chico City, Texas | 0.0019520000% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|-------|-------------------------------|---------------|
| TX231 | Childress City, Texas | 0.0252773330% |
| TX232 | Childress County, Texas | 0.0337213330% |
| TX233 | Chillicothe City, Texas | 0.0001146670% |
| TX234 | China City, Texas | 0.0003480000% |
| TX235 | China Grove Town, Texas | 0.0003986670% |
| TX236 | Chireno City, Texas | 0.0010453330% |
| TX237 | Christine Town, Texas | 0.0002360000% |
| TX238 | Cibolo City, Texas | 0.0091266670% |
| TX239 | Cisco City, Texas | 0.0048120000% |
| TX240 | Clarendon City, Texas | 0.0000760000% |
| TX241 | Clarksville City, Texas | 0.0139273330% |
| TX242 | Clarksville City, Texas | 0.0000360000% |
| TX243 | Claude City, Texas | 0.0000173330% |
| TX244 | Clay County, Texas | 0.0480333330% |
| TX245 | Clear Lake Shores City, Texas | 0.0044546670% |
| TX246 | Cleburne City, Texas | 0.1521226670% |
| TX247 | Cleveland City, Texas | 0.0645980000% |
| TX248 | Clifton City, Texas | 0.0066260000% |
| TX249 | Clint Town, Texas | 0.0002500000% |
| TX250 | Clute City, Texas | 0.0342333330% |
| TX251 | Clyde City, Texas | 0.0115246670% |
| TX252 | Coahoma Town, Texas | 0.0015273330% |
| TX253 | Cochran County, Texas | 0.0022593330% |
| TX254 | Cockrell Hill City, Texas | 0.0003413330% |
| TX255 | Coffee City Town, Texas | 0.0007246670% |
| TX256 | Coke County, Texas | 0.0036813330% |
| TX257 | Coldspring City, Texas | 0.0002980000% |
| TX258 | Coleman City, Texas | 0.0036280000% |
| TX259 | Coleman County, Texas | 0.0027760000% |
| TX260 | College Station City, Texas | 0.1720980000% |
| TX261 | Colleyville City, Texas | 0.0306993330% |
| TX262 | Collin County, Texas | 0.8444806670% |
| TX263 | Collingsworth County, Texas | 0.0128226670% |
| TX264 | Collinsville Town, Texas | 0.0012206670% |
| TX265 | Colmesneil City, Texas | 0.0014740000% |
| TX266 | Colorado City, Texas | 0.0056033330% |
| TX267 | Colorado County, Texas | 0.0327226670% |
| TX268 | Columbus City, Texas | 0.0045780000% |
| TX269 | Comal County, Texas | 0.2640946670% |
| TX270 | Comanche City, Texas | 0.0110020000% |
| TX271 | Comanche County, Texas | 0.0339760000% |
| TX272 | Combes Town, Texas | 0.0011400000% |
| TX273 | Combine City, Texas | 0.0012613330% |
| TX274 | Commerce City, Texas | 0.0225793330% |
| TX275 | Como Town, Texas | 0.0002766670% |
| TX276 | Concho County, Texas | 0.0025726670% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|-------|-------------------------------|---------------|
| TX277 | Conroe City, Texas | 0.3111140000% |
| TX278 | Converse City, Texas | 0.0184620000% |
| TX279 | Cooke County, Texas | 0.1336340000% |
| TX280 | Cool City, Texas | 0.0004873330% |
| TX281 | Coolidge Town, Texas | 0.0001620000% |
| TX282 | Cooper City, Texas | 0.0002413330% |
| TX283 | Coppell City, Texas | 0.0577286670% |
| TX284 | Copper Canyon Town, Texas | 0.0003260000% |
| TX285 | Copperas Cove City, Texas | 0.0889946670% |
| TX286 | Corinth City, Texas | 0.0501986670% |
| TX287 | Corpus Christi City, Texas | 1.2084713330% |
| TX288 | Corral City Town, Texas | 0.0000953330% |
| TX289 | Corrigan Town, Texas | 0.0142120000% |
| TX290 | Corsicana City, Texas | 0.0582066670% |
| TX291 | Coryell County, Texas | 0.0824393330% |
| TX292 | Cottle County, Texas | 0.0005833330% |
| TX293 | Cottonwood City, Texas | 0.0001926670% |
| TX294 | Cottonwood Shores City, Texas | 0.0008020000% |
| TX295 | Cotulla City, Texas | 0.0008340000% |
| TX296 | Coupland City, Texas | 0.0001773330% |
| TX297 | Cove City, Texas | 0.0002580000% |
| TX298 | Covington City, Texas | 0.0003460000% |
| TX299 | Coyote Flats City, Texas | 0.0009813330% |
| TX300 | Crandall City, Texas | 0.0080626670% |
| TX301 | Crane City, Texas | 0.0070660000% |
| TX302 | Crane County, Texas | 0.0174306670% |
| TX303 | Cranfills Gap City, Texas | 0.0000853330% |
| TX304 | Crawford Town, Texas | 0.0002553330% |
| TX305 | Creedmoor City, Texas | 0.0000106670% |
| TX306 | Cresson City, Texas | 0.0007240000% |
| TX307 | Crockett City, Texas | 0.0156020000% |
| TX308 | Crockett County, Texas | 0.0121400000% |
| TX309 | Crosby County, Texas | 0.0122586670% |
| TX310 | Crosbyton City, Texas | 0.0009986670% |
| TX311 | Cross Plains Town, Texas | 0.0032513330% |
| TX312 | Cross Roads Town, Texas | 0.0001626670% |
| TX313 | Cross Timber Town, Texas | 0.0003613330% |
| TX314 | Crowell City, Texas | 0.0042233330% |
| TX315 | Crowley City, Texas | 0.0148966670% |
| TX316 | Crystal City, Texas | 0.0129413330% |
| TX317 | Cuero City, Texas | 0.0164593330% |
| TX318 | Culberson County, Texas | 0.0005260000% |
| TX319 | Cumby City, Texas | 0.0035466670% |
| TX320 | Cuney Town, Texas | 0.0004040000% |
| TX321 | Cushing City, Texas | 0.0007466670% |
| TX322 | Cut and Shoot City, Texas | 0.0014273330% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|-------|------------------------------------|---------------|
| TX323 | Daingerfield City, Texas | 0.0083173330% |
| TX324 | Daisetta City, Texas | 0.0035800000% |
| TX325 | Dalhart City, Texas | 0.0077393330% |
| TX326 | Dallam County, Texas | 0.0144573330% |
| TX327 | Dallas City, Texas | 1.9999346670% |
| TX328 | Dallas County, Texas | 5.6921940000% |
| TX329 | Dalworthington Gardens City, Texas | 0.0040400000% |
| TX330 | Danbury City, Texas | 0.0028206670% |
| TX331 | Darrouzett Town, Texas | 0.0000673330% |
| TX332 | Dawson County, Texas | 0.0312740000% |
| TX333 | Dawson Town, Texas | 0.0004000000% |
| TX334 | Dayton City, Texas | 0.0314146670% |
| TX335 | Dayton Lakes City, Texas | 0.0000253330% |
| TX336 | De Kalb City, Texas | 0.0006900000% |
| TX337 | De Leon City, Texas | 0.0054786670% |
| TX338 | De Witt County, Texas | 0.0459300000% |
| TX339 | Deaf Smith County, Texas | 0.0230213330% |
| TX340 | Dean City, Texas | 0.0000940000% |
| TX341 | Decatur City, Texas | 0.0377793330% |
| TX342 | Decordova City, Texas | 0.0091853330% |
| TX343 | Deer Park City, Texas | 0.0329253330% |
| TX344 | Del Rio City, Texas | 0.0393706670% |
| TX345 | Dell City, Texas | 0.0000100000% |
| TX346 | Delta County, Texas | 0.0203893330% |
| TX347 | Denison City, Texas | 0.1402840000% |
| TX348 | Denton City, Texas | 0.3055560000% |
| TX349 | Denton County, Texas | 0.7548653330% |
| TX350 | Denver City Town, Texas | 0.0014026670% |
| TX351 | Deport City, Texas | 0.0000280000% |
| TX352 | Desoto City, Texas | 0.0482666670% |
| TX353 | Detroit Town, Texas | 0.0006433330% |
| TX354 | Devers City, Texas | 0.0001273330% |
| TX355 | Devine City, Texas | 0.0029026670% |
| TX356 | Diboll City, Texas | 0.0170220000% |
| TX357 | Dickens City, Texas | 0.0000473330% |
| TX358 | Dickens County, Texas | 0.0012486670% |
| TX359 | Dickinson City, Texas | 0.0557886670% |
| TX360 | Dilley City, Texas | 0.0017553330% |
| TX361 | Dimmit County, Texas | 0.0221960000% |
| TX362 | Dimmitt City, Texas | 0.0006746670% |
| TX363 | Dish Town, Texas | 0.0000126670% |
| TX364 | Dodd City Town, Texas | 0.0008073330% |
| TX365 | Dodson Town, Texas | 0.0002980000% |
| TX366 | Domino Town, Texas | 0.0001306670% |
| TX367 | Donley County, Texas | 0.0149133330% |
| TX368 | Donna City, Texas | 0.0091986670% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|-------|-------------------------------|---------------|
| TX369 | Dorchester City, Texas | 0.0001540000% |
| TX370 | Double Oak Town, Texas | 0.0031766670% |
| TX371 | Douglassville Town, Texas | 0.0003826670% |
| TX372 | Dripping Springs City, Texas | 0.0005406670% |
| TX373 | Driscoll City, Texas | 0.0000260000% |
| TX374 | Dublin City, Texas | 0.0096520000% |
| TX375 | Dumas City, Texas | 0.0174860000% |
| TX376 | Duncanville City, Texas | 0.0388853330% |
| TX377 | Duval County, Texas | 0.0327393330% |
| TX378 | Eagle Lake City, Texas | 0.0032546670% |
| TX379 | Eagle Pass City, Texas | 0.0373366670% |
| TX380 | Early City, Texas | 0.0098920000% |
| TX381 | Earth City, Texas | 0.0001613330% |
| TX382 | East Bernard City, Texas | 0.0037026670% |
| TX383 | East Mountain City, Texas | 0.0016626670% |
| TX384 | East Tawakoni City, Texas | 0.0018153330% |
| TX385 | Eastland City, Texas | 0.0105973330% |
| TX386 | Eastland County, Texas | 0.0348500000% |
| TX387 | Easton City, Texas | 0.0002193330% |
| TX388 | Ector City, Texas | 0.0007386670% |
| TX389 | Ector County, Texas | 0.3200000000% |
| TX390 | Edcouch City, Texas | 0.0027340000% |
| TX391 | Eden City, Texas | 0.0003313330% |
| TX392 | Edgecliff Village Town, Texas | 0.0014880000% |
| TX393 | Edgewood Town, Texas | 0.0087693330% |
| TX394 | Edinburg City, Texas | 0.0805893330% |
| TX395 | Edmonson Town, Texas | 0.0000906670% |
| TX396 | Edna City, Texas | 0.0121293330% |
| TX397 | Edom City, Texas | 0.0014326670% |
| TX398 | Edwards County, Texas | 0.0006500000% |
| TX399 | El Campo City, Texas | 0.0211333330% |
| TX400 | El Cenizo City, Texas | 0.0004140000% |
| TX401 | El Lago City, Texas | 0.0037360000% |
| TX402 | El Paso City, Texas | 0.8162473330% |
| TX403 | El Paso County, Texas | 1.7280806670% |
| TX404 | Eldorado City, Texas | 0.0000333330% |
| TX405 | Electra City, Texas | 0.0104773330% |
| TX406 | Elgin City, Texas | 0.0175226670% |
| TX407 | Elkhart Town, Texas | 0.0002006670% |
| TX408 | Ellis County, Texas | 0.2102480000% |
| TX409 | Elmendorf City, Texas | 0.0004973330% |
| TX410 | Elsa City, Texas | 0.0051466670% |
| TX411 | Emhouse Town, Texas | 0.0000553330% |
| TX412 | Emory City, Texas | 0.0025853330% |
| TX413 | Enchanted Oaks Town, Texas | 0.0008660000% |
| TX414 | Encinal City, Texas | 0.0010100000% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|-------|-----------------------------|---------------|
| TX415 | Ennis City, Texas | 0.0545593330% |
| TX416 | Erath County, Texas | 0.0684106670% |
| TX417 | Escobares City, Texas | 0.0000266670% |
| TX418 | Estelline Town, Texas | 0.0006060000% |
| TX419 | Eules City, Texas | 0.0618826670% |
| TX420 | Eureka City, Texas | 0.0002226670% |
| TX421 | Eustace City, Texas | 0.0013926670% |
| TX422 | Evant Town, Texas | 0.0013786670% |
| TX423 | Everman City, Texas | 0.0051280000% |
| TX424 | Fair Oaks Ranch City, Texas | 0.0053846670% |
| TX425 | Fairchilds Village, Texas | 0.0000540000% |
| TX426 | Fairfield City, Texas | 0.0008300000% |
| TX427 | Fairview Town, Texas | 0.0214966670% |
| TX428 | Falfurrias City, Texas | 0.0014806670% |
| TX429 | Falls City, Texas | 0.0000273330% |
| TX430 | Falls County, Texas | 0.0230146670% |
| TX431 | Fannin County, Texas | 0.0877686670% |
| TX432 | Farmers Branch City, Texas | 0.0630213330% |
| TX433 | Farmersville City, Texas | 0.0070213330% |
| TX434 | Farwell City, Texas | 0.0002286670% |
| TX435 | Fate City, Texas | 0.0023153330% |
| TX436 | Fayette County, Texas | 0.0616266670% |
| TX437 | Fayetteville City, Texas | 0.0002606670% |
| TX438 | Ferris City, Texas | 0.0092486670% |
| TX439 | Fisher County, Texas | 0.0036786670% |
| TX440 | Flatonia Town, Texas | 0.0037740000% |
| TX441 | Florence City, Texas | 0.0026326670% |
| TX442 | Floresville City, Texas | 0.0144660000% |
| TX443 | Flower Mound Town, Texas | 0.1435040000% |
| TX444 | Floyd County, Texas | 0.0060326670% |
| TX445 | Floydada City, Texas | 0.0042380000% |
| TX446 | Foard County, Texas | 0.0038426670% |
| TX447 | Follett City, Texas | 0.0001413330% |
| TX448 | Forest Hill City, Texas | 0.0174213330% |
| TX449 | Forney City, Texas | 0.0534080000% |
| TX450 | Forsan City, Texas | 0.0003840000% |
| TX451 | Fort Bend County, Texas | 1.0044793330% |
| TX452 | Fort Stockton City, Texas | 0.0029406670% |
| TX453 | Fort Worth City, Texas | 1.4138600000% |
| TX454 | Franklin City, Texas | 0.0026206670% |
| TX455 | Franklin County, Texas | 0.0171886670% |
| TX456 | Frankston Town, Texas | 0.0001826670% |
| TX457 | Fredericksburg City, Texas | 0.0376573330% |
| TX458 | Freeport City, Texas | 0.0486486670% |
| TX459 | Freer City, Texas | 0.0021806670% |
| TX460 | Freestone County, Texas | 0.0336633330% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|-------|---------------------------|---------------|
| TX461 | Friendswood City, Texas | 0.0935533330% |
| TX462 | Frio County, Texas | 0.0133026670% |
| TX463 | Friona City, Texas | 0.0018986670% |
| TX464 | Frisco City, Texas | 0.2702060000% |
| TX465 | Fritch City, Texas | 0.0030320000% |
| TX466 | Frost City, Texas | 0.0002140000% |
| TX467 | Fruitvale City, Texas | 0.0015626670% |
| TX468 | Fulshear City, Texas | 0.0035146670% |
| TX469 | Fulton Town, Texas | 0.0010680000% |
| TX470 | Gaines County, Texas | 0.0362313330% |
| TX471 | Gainesville City, Texas | 0.1026533330% |
| TX472 | Galena Park City, Texas | 0.0087286670% |
| TX473 | Gallatin City, Texas | 0.0008353330% |
| TX474 | Galveston City, Texas | 0.3254580000% |
| TX475 | Galveston County, Texas | 0.7493953330% |
| TX476 | Ganado City, Texas | 0.0036733330% |
| TX477 | Garden Ridge City, Texas | 0.0075673330% |
| TX478 | Garland City, Texas | 0.2801626670% |
| TX479 | Garrett Town, Texas | 0.0016733330% |
| TX480 | Garrison City, Texas | 0.0023700000% |
| TX481 | Gary City Town, Texas | 0.0003000000% |
| TX482 | Garza County, Texas | 0.0059626670% |
| TX483 | Gatesville City, Texas | 0.0179960000% |
| TX484 | George West City, Texas | 0.0041380000% |
| TX485 | Georgetown City, Texas | 0.1505973330% |
| TX486 | Gholson City, Texas | 0.0010033330% |
| TX487 | Giddings City, Texas | 0.0084493330% |
| TX488 | Gillespie County, Texas | 0.0421273330% |
| TX489 | Gilmer City, Texas | 0.0226340000% |
| TX490 | Gladewater City, Texas | 0.0164253330% |
| TX491 | Glasscock County, Texas | 0.0006666670% |
| TX492 | Glen Rose City, Texas | 0.0003600000% |
| TX493 | Glenn Heights City, Texas | 0.0110620000% |
| TX494 | Godley City, Texas | 0.0020766670% |
| TX495 | Goldsmith City, Texas | 0.0004513330% |
| TX496 | Goldthwaite City, Texas | 0.0008166670% |
| TX497 | Goliad City, Texas | 0.0023753330% |
| TX498 | Goliad County, Texas | 0.0231066670% |
| TX499 | Golinda City, Texas | 0.0000666670% |
| TX500 | Gonzales City, Texas | 0.0099213330% |
| TX501 | Gonzales County, Texas | 0.0221533330% |
| TX502 | Goodlow City, Texas | 0.0001473330% |
| TX503 | Goodrich City, Texas | 0.0064286670% |
| TX504 | Gordon City, Texas | 0.0002433330% |
| TX505 | Goree City, Texas | 0.0004993330% |
| TX506 | Gorman City, Texas | 0.0020713330% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|-------|------------------------------|---------------|
| TX507 | Graford City, Texas | 0.0000153330% |
| TX508 | Graham City, Texas | 0.1569520000% |
| TX509 | Granbury City, Texas | 0.0478233330% |
| TX510 | Grand Prairie City, Texas | 0.2969593330% |
| TX511 | Grand Saline City, Texas | 0.0242753330% |
| TX512 | Grandfalls Town, Texas | 0.0000433330% |
| TX513 | Grandview City, Texas | 0.0044000000% |
| TX514 | Granger City, Texas | 0.0018273330% |
| TX515 | Granite Shoals City, Texas | 0.0078893330% |
| TX516 | Granjeno City, Texas | 0.0000286670% |
| TX517 | Grapeland City, Texas | 0.0048580000% |
| TX518 | Grapevine City, Texas | 0.0861300000% |
| TX519 | Gray County, Texas | 0.0439226670% |
| TX520 | Grays Prairie Village, Texas | 0.0000113330% |
| TX521 | Grayson County, Texas | 0.3593886670% |
| TX522 | Greenville City, Texas | 0.1354080000% |
| TX523 | Gregg County, Texas | 0.1624960000% |
| TX524 | Gregory City, Texas | 0.0031313330% |
| TX525 | Grey Forest City, Texas | 0.0003160000% |
| TX526 | Grimes County, Texas | 0.0632520000% |
| TX527 | Groesbeck City, Texas | 0.0038300000% |
| TX528 | Groom Town, Texas | 0.0006433330% |
| TX529 | Groves City, Texas | 0.0271680000% |
| TX530 | Groveton City, Texas | 0.0058846670% |
| TX531 | Gruver City, Texas | 0.0007773330% |
| TX532 | Guadalupe County, Texas | 0.0978826670% |
| TX533 | Gun Barrel City, Texas | 0.0242013330% |
| TX534 | Gunter City, Texas | 0.0030726670% |
| TX535 | Gustine Town, Texas | 0.0000226670% |
| TX536 | Hackberry Town, Texas | 0.0000626670% |
| TX537 | Hale Center City, Texas | 0.0040280000% |
| TX538 | Hale County, Texas | 0.0527666670% |
| TX539 | Hall County, Texas | 0.0059553330% |
| TX540 | Hallettsville City, Texas | 0.0045966670% |
| TX541 | Hallsburg City, Texas | 0.0001813330% |
| TX542 | Hallsville City, Texas | 0.0068260000% |
| TX543 | Haltom City, Texas | 0.0478666670% |
| TX544 | Hamilton City, Texas | 0.0023873330% |
| TX545 | Hamilton County, Texas | 0.0442380000% |
| TX546 | Hamlin City, Texas | 0.0031040000% |
| TX547 | Hansford County, Texas | 0.0109440000% |
| TX548 | Happy Town, Texas | 0.0002180000% |
| TX549 | Hardeman County, Texas | 0.0101460000% |
| TX550 | Hardin City, Texas | 0.0000666670% |
| TX551 | Hardin County, Texas | 0.2532000000% |
| TX552 | Harker Heights City, Texas | 0.0757873330% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|-------|----------------------------------|---------------|
| TX553 | Harlingen City, Texas | 0.1102860000% |
| TX554 | Harris County, Texas | 9.9774680000% |
| TX555 | Harrison County, Texas | 0.1239400000% |
| TX556 | Hart City, Texas | 0.0000573330% |
| TX557 | Hartley County, Texas | 0.0005240000% |
| TX558 | Haskell City, Texas | 0.0072193330% |
| TX559 | Haskell County, Texas | 0.0146740000% |
| TX560 | Haslet City, Texas | 0.0012720000% |
| TX561 | Hawk Cove City, Texas | 0.0004493330% |
| TX562 | Hawkins City, Texas | 0.0052880000% |
| TX563 | Hawley City, Texas | 0.0006206670% |
| TX564 | Hays City, Texas | 0.0003373330% |
| TX565 | Hays County, Texas | 0.3529926670% |
| TX566 | Hearne City, Texas | 0.0112160000% |
| TX567 | Heath City, Texas | 0.0191673330% |
| TX568 | Hebron Town, Texas | 0.0004580000% |
| TX569 | Hedley City, Texas | 0.0000466670% |
| TX570 | Hedwig Village City, Texas | 0.0087113330% |
| TX571 | Helotes City, Texas | 0.0105266670% |
| TX572 | Hemphill City, Texas | 0.0053566670% |
| TX573 | Hemphill County, Texas | 0.0095960000% |
| TX574 | Hempstead City, Texas | 0.0141600000% |
| TX575 | Henderson City, Texas | 0.0399773330% |
| TX576 | Henderson County, Texas | 0.2186433330% |
| TX577 | Henrietta City, Texas | 0.0018133330% |
| TX578 | Hereford City, Texas | 0.0136153330% |
| TX579 | Hewitt City, Texas | 0.0131840000% |
| TX580 | Hickory Creek Town, Texas | 0.0110066670% |
| TX581 | Hico City, Texas | 0.0036893330% |
| TX582 | Hidalgo City, Texas | 0.0177473330% |
| TX583 | Hidalgo County, Texas | 0.8354020000% |
| TX584 | Hideaway City, Texas | 0.0006146670% |
| TX585 | Higgins City, Texas | 0.0000286670% |
| TX586 | Highland Haven City, Texas | 0.0002133330% |
| TX587 | Highland Park Town, Texas | 0.0289220000% |
| TX588 | Highland Village City, Texas | 0.0335433330% |
| TX589 | Hill Country Village City, Texas | 0.0043233330% |
| TX590 | Hill County, Texas | 0.0849846670% |
| TX591 | Hillcrest Village, Texas | 0.0035633330% |
| TX592 | Hillsboro City, Texas | 0.0310726670% |
| TX593 | Hilshire Village City, Texas | 0.0005726670% |
| TX594 | Hitchcock City, Texas | 0.0191973330% |
| TX595 | Hockley County, Texas | 0.0309380000% |
| TX596 | Holiday Lakes Town, Texas | 0.0011966670% |
| TX597 | Holland Town, Texas | 0.0000513330% |
| TX598 | Holliday City, Texas | 0.0039400000% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|-------|-----------------------------------|---------------|
| TX599 | Hollywood Park Town, Texas | 0.0062826670% |
| TX600 | Hondo City, Texas | 0.0768586670% |
| TX601 | Honey Grove City, Texas | 0.0047973330% |
| TX602 | Hood County, Texas | 0.1947366670% |
| TX603 | Hooks City, Texas | 0.0018013330% |
| TX604 | Hopkins County, Texas | 0.0996786670% |
| TX605 | Horizon City, Texas | 0.0050133330% |
| TX606 | Horseshoe Bay City, Texas | 0.0321153330% |
| TX607 | Houston City, Texas | 4.6811953330% |
| TX608 | Houston County, Texas | 0.0524320000% |
| TX609 | Howard County, Texas | 0.0595533330% |
| TX610 | Howardwick City, Texas | 0.0000560000% |
| TX611 | Howe Town, Texas | 0.0061180000% |
| TX612 | Hubbard City, Texas | 0.0024233330% |
| TX613 | Hudson City, Texas | 0.0045600000% |
| TX614 | Hudson Oaks City, Texas | 0.0104246670% |
| TX615 | Hudspeth County, Texas | 0.0006566670% |
| TX616 | Hughes Springs City, Texas | 0.0029613330% |
| TX617 | Humble City, Texas | 0.0493013330% |
| TX618 | Hunt County, Texas | 0.2065673330% |
| TX619 | Hunters Creek Village City, Texas | 0.0098053330% |
| TX620 | Huntington City, Texas | 0.0058613330% |
| TX621 | Huntsville City, Texas | 0.0535820000% |
| TX622 | Hurst City, Texas | 0.0661246670% |
| TX623 | Hutchins City, Texas | 0.0063673330% |
| TX624 | Hutchinson County, Texas | 0.0497533330% |
| TX625 | Hutto City, Texas | 0.0255640000% |
| TX626 | Huxley City, Texas | 0.0004920000% |
| TX627 | Idalou City, Texas | 0.0013326670% |
| TX628 | Impact Town, Texas | 0.0000053330% |
| TX629 | Indian Lake Town, Texas | 0.0003153330% |
| TX630 | Industry City, Texas | 0.0004026670% |
| TX631 | Ingleside City, Texas | 0.0269913330% |
| TX632 | Ingleside on the Bay City, Texas | 0.0000946670% |
| TX633 | Ingram City, Texas | 0.0034953330% |
| TX634 | Iola City, Texas | 0.0021093330% |
| TX635 | Iowa Colony Village, Texas | 0.0027266670% |
| TX636 | Iowa Park City, Texas | 0.0156580000% |
| TX637 | Iraan City, Texas | 0.0000373330% |
| TX638 | Iredell City, Texas | 0.0001440000% |
| TX639 | Irion County, Texas | 0.0060700000% |
| TX640 | Irving City, Texas | 0.2852120000% |
| TX641 | Italy Town, Texas | 0.0035660000% |
| TX642 | Itasca City, Texas | 0.0057960000% |
| TX643 | Ivanhoe City, Texas | 0.0000173330% |
| TX644 | Jacinto City, Texas | 0.0094273330% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|-------|----------------------------|---------------|
| TX645 | Jack County, Texas | 0.0098660000% |
| TX646 | Jacksboro City, Texas | 0.0155026670% |
| TX647 | Jackson County, Texas | 0.0253226670% |
| TX648 | Jacksonville City, Texas | 0.0534526670% |
| TX649 | Jamaica Beach City, Texas | 0.0032753330% |
| TX650 | Jarrell City, Texas | 0.0016153330% |
| TX651 | Jasper City, Texas | 0.0522813330% |
| TX652 | Jasper County, Texas | 0.1659033330% |
| TX653 | Jayton City, Texas | 0.0000420000% |
| TX654 | Jeff Davis County, Texas | 0.0056666670% |
| TX655 | Jefferson City, Texas | 0.0074626670% |
| TX656 | Jefferson County, Texas | 0.5044093330% |
| TX657 | Jersey Village City, Texas | 0.0242313330% |
| TX658 | Jewett City, Texas | 0.0062253330% |
| TX659 | Jim Hogg County, Texas | 0.0084786670% |
| TX660 | Jim Wells County, Texas | 0.1110260000% |
| TX661 | Joaquin City, Texas | 0.0005400000% |
| TX662 | Johnson City, Texas | 0.0023873330% |
| TX663 | Johnson County, Texas | 0.2724613330% |
| TX664 | Jolly City, Texas | 0.0000173330% |
| TX665 | Jones County, Texas | 0.0146673330% |
| TX666 | Jones Creek Village, Texas | 0.0033853330% |
| TX667 | Jonestown City, Texas | 0.0042793330% |
| TX668 | Josephine City, Texas | 0.0005873330% |
| TX669 | Joshua City, Texas | 0.0137460000% |
| TX670 | Jourdanton City, Texas | 0.0064000000% |
| TX671 | Junction City, Texas | 0.0032166670% |
| TX672 | Justin City, Texas | 0.0057166670% |
| TX673 | Karnes City, Texas | 0.0077546670% |
| TX674 | Karnes County, Texas | 0.0234993330% |
| TX675 | Katy City, Texas | 0.0349780000% |
| TX676 | Kaufman City, Texas | 0.0184046670% |
| TX677 | Kaufman County, Texas | 0.2353646670% |
| TX678 | Keene City, Texas | 0.0255306670% |
| TX679 | Keller City, Texas | 0.0527926670% |
| TX680 | Kemah City, Texas | 0.0188833330% |
| TX681 | Kemp City, Texas | 0.0042793330% |
| TX682 | Kempner City, Texas | 0.0002200000% |
| TX683 | Kendall County, Texas | 0.0670953330% |
| TX684 | Kendleton City, Texas | 0.0000086670% |
| TX685 | Kenedy City, Texas | 0.0004506670% |
| TX686 | Kenedy County, Texas | 0.0006666670% |
| TX687 | Kenefick Town, Texas | 0.0002773330% |
| TX688 | Kennard City, Texas | 0.0000880000% |
| TX689 | Kennedale City, Texas | 0.0140160000% |
| TX690 | Kent County, Texas | 0.0006260000% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|-------|--------------------------------|---------------|
| TX691 | Kerens City, Texas | 0.0012826670% |
| TX692 | Kermit City, Texas | 0.0037680000% |
| TX693 | Kerr County, Texas | 0.1456346670% |
| TX694 | Kerrville City, Texas | 0.1269046670% |
| TX695 | Kilgore City, Texas | 0.0703886670% |
| TX696 | Killeen City, Texas | 0.3571000000% |
| TX697 | Kimble County, Texas | 0.0136533330% |
| TX698 | King County, Texas | 0.0006666670% |
| TX699 | Kingsville City, Texas | 0.0133886670% |
| TX700 | Kinney County, Texas | 0.0014280000% |
| TX701 | Kirby City, Texas | 0.0058346670% |
| TX702 | Kirbyville City, Texas | 0.0071266670% |
| TX703 | Kirvin Town, Texas | 0.0000013330% |
| TX704 | Kleberg County, Texas | 0.0827393330% |
| TX705 | Knollwood City, Texas | 0.0007733330% |
| TX706 | Knox City Town, Texas | 0.0013080000% |
| TX707 | Knox County, Texas | 0.0078200000% |
| TX708 | Kosse Town, Texas | 0.0016453330% |
| TX709 | Kountze City, Texas | 0.0131440000% |
| TX710 | Kress City, Texas | 0.0001240000% |
| TX711 | Krugerville City, Texas | 0.0010053330% |
| TX712 | Krum City, Texas | 0.0064406670% |
| TX713 | Kurten Town, Texas | 0.0004573330% |
| TX714 | Kyle City, Texas | 0.0345566670% |
| TX715 | La Feria City, Texas | 0.0069206670% |
| TX716 | La Grange City, Texas | 0.0064153330% |
| TX717 | La Grulla City, Texas | 0.0011386670% |
| TX718 | La Joya City, Texas | 0.0056380000% |
| TX719 | La Marque City, Texas | 0.0659533330% |
| TX720 | La Porte City, Texas | 0.0610213330% |
| TX721 | La Salle County, Texas | 0.0099833330% |
| TX722 | La Vernia City, Texas | 0.0021446670% |
| TX723 | La Villa City, Texas | 0.0003813330% |
| TX724 | La Ward City, Texas | 0.0002140000% |
| TX725 | Lacoste City, Texas | 0.0001060000% |
| TX726 | Lacy-Lakeview City, Texas | 0.0077326670% |
| TX727 | Ladonia Town, Texas | 0.0013406670% |
| TX728 | Lago Vista City, Texas | 0.0091786670% |
| TX729 | Laguna Vista Town, Texas | 0.0024593330% |
| TX730 | Lake Bridgeport City, Texas | 0.0001546670% |
| TX731 | Lake City Town, Texas | 0.0019453330% |
| TX732 | Lake Dallas City, Texas | 0.0168760000% |
| TX733 | Lake Jackson City, Texas | 0.0505206670% |
| TX734 | Lake Tanglewood Village, Texas | 0.0004086670% |
| TX735 | Lake Worth City, Texas | 0.0133673330% |
| TX736 | Lakeport City, Texas | 0.0003086670% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|-------|--|---------------|
| TX737 | Lakeside City Town, Texas | 0.0001480000% |
| TX738 | Lakeside Town, San Patricio County, Texas | 0.0029826670% |
| TX739 | Lakeside Town, Tarrant County, Texas | 0.0029826670% |
| TX740 | Lakeview Town, Texas | 0.0002846670% |
| TX741 | Lakeway City, Texas | 0.0211046670% |
| TX742 | Lakewood Village City, Texas | 0.0003713330% |
| TX743 | Lamar County, Texas | 0.0943986670% |
| TX744 | Lamb County, Texas | 0.0337873330% |
| TX745 | Lamesa City, Texas | 0.0197706670% |
| TX746 | Lampasas City, Texas | 0.0188073330% |
| TX747 | Lampasas County, Texas | 0.0285453330% |
| TX748 | Lancaster City, Texas | 0.0604353330% |
| TX749 | Laredo City, Texas | 0.5087826670% |
| TX750 | Latexo City, Texas | 0.0000826670% |
| TX751 | Lavaca County, Texas | 0.0306486670% |
| TX752 | Lavon City, Texas | 0.0049566670% |
| TX753 | Lawn Town, Texas | 0.0000386670% |
| TX754 | League City, Texas | 0.2016120000% |
| TX755 | Leakey City, Texas | 0.0001706670% |
| TX756 | Leander City, Texas | 0.0590940000% |
| TX757 | Leary City, Texas | 0.0005313330% |
| TX758 | Lee County, Texas | 0.0203046670% |
| TX759 | Lefors Town, Texas | 0.0001060000% |
| TX760 | Leon County, Texas | 0.0449286670% |
| TX761 | Leon Valley City, Texas | 0.0155053330% |
| TX762 | Leona City, Texas | 0.0005886670% |
| TX763 | Leonard City, Texas | 0.0056700000% |
| TX764 | Leroy City, Texas | 0.0001173330% |
| TX765 | Levelland City, Texas | 0.0312320000% |
| TX766 | Lewisville City, Texas | 0.2547293330% |
| TX767 | Lexington Town, Texas | 0.0015453330% |
| TX768 | Liberty City, Texas | 0.0482286670% |
| TX769 | Liberty County, Texas | 0.3541413330% |
| TX770 | Liberty Hill City, Texas | 0.0018533330% |
| TX771 | Limestone County, Texas | 0.0904560000% |
| TX772 | Lincoln Park Town, Texas | 0.0004513330% |
| TX773 | Lindale City, Texas | 0.0161346670% |
| TX774 | Linden City, Texas | 0.0024406670% |
| TX775 | Lindsay City, Texas | 0.0008186670% |
| TX776 | Lipan City, Texas | 0.0000293330% |
| TX777 | Lipscomb County, Texas | 0.0067546670% |
| TX778 | Little Elm City, Texas | 0.0462173330% |
| TX779 | Little River-Academy City, Texas | 0.0005320000% |
| TX780 | Littlefield City, Texas | 0.0051186670% |
| TX781 | Live Oak City, Texas | 0.0218266670% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|-------|----------------------------|---------------|
| TX782 | Live Oak County, Texas | 0.0264773330% |
| TX783 | Liverpool City, Texas | 0.0009566670% |
| TX784 | Livingston Town, Texas | 0.0487766670% |
| TX785 | Llano City, Texas | 0.0154140000% |
| TX786 | Llano County, Texas | 0.0770980000% |
| TX787 | Lockhart City, Texas | 0.0327000000% |
| TX788 | Lockney Town, Texas | 0.0022006670% |
| TX789 | Log Cabin City, Texas | 0.0013066670% |
| TX790 | Lometa City, Texas | 0.0007840000% |
| TX791 | Lone Oak City, Texas | 0.0011366670% |
| TX792 | Lone Star City, Texas | 0.0055220000% |
| TX793 | Longview City, Texas | 0.3215026670% |
| TX794 | Loraine Town, Texas | 0.0001253330% |
| TX795 | Lorena City, Texas | 0.0022600000% |
| TX796 | Lorenzo City, Texas | 0.0075720000% |
| TX797 | Los Fresnos City, Texas | 0.0074566670% |
| TX798 | Los Indios Town, Texas | 0.0001060000% |
| TX799 | Lott City, Texas | 0.0010106670% |
| TX800 | Lovelady City, Texas | 0.0001660000% |
| TX801 | Loving County, Texas | 0.0006666670% |
| TX802 | Lowry Crossing City, Texas | 0.0005220000% |
| TX803 | Lubbock City, Texas | 0.2132446670% |
| TX804 | Lubbock County, Texas | 0.9198126670% |
| TX805 | Lucas City, Texas | 0.0035106670% |
| TX806 | Lueders City, Texas | 0.0003386670% |
| TX807 | Lufkin City, Texas | 0.1877280000% |
| TX808 | Luling City, Texas | 0.0196140000% |
| TX809 | Lumberton City, Texas | 0.0244060000% |
| TX810 | Lyford City, Texas | 0.0020473330% |
| TX811 | Lynn County, Texas | 0.0041833330% |
| TX812 | Lytle City, Texas | 0.0048153330% |
| TX813 | Mabank Town, Texas | 0.0129620000% |
| TX814 | Madison County, Texas | 0.0329946670% |
| TX815 | Madisonville City, Texas | 0.0076386670% |
| TX816 | Magnolia City, Texas | 0.0173540000% |
| TX817 | Malakoff City, Texas | 0.0084093330% |
| TX818 | Malone Town, Texas | 0.0002926670% |
| TX819 | Manor City, Texas | 0.0083326670% |
| TX820 | Mansfield City, Texas | 0.1005253330% |
| TX821 | Manvel City, Texas | 0.0082033330% |
| TX822 | Marble Falls City, Texas | 0.0246926670% |
| TX823 | Marfa City, Texas | 0.0000433330% |
| TX824 | Marietta Town, Texas | 0.0002253330% |
| TX825 | Marion City, Texas | 0.0001833330% |
| TX826 | Marion County, Texas | 0.0364853330% |
| TX827 | Marlin City, Texas | 0.0144226670% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|-------|-------------------------------|---------------|
| TX828 | Marquez City, Texas | 0.0008813330% |
| TX829 | Marshall City, Texas | 0.0722473330% |
| TX830 | Mart City, Texas | 0.0006186670% |
| TX831 | Martin County, Texas | 0.0072413330% |
| TX832 | Martindale City, Texas | 0.0016246670% |
| TX833 | Mason City, Texas | 0.0005180000% |
| TX834 | Mason County, Texas | 0.0020893330% |
| TX835 | Matador Town, Texas | 0.0008020000% |
| TX836 | Matagorda County, Texas | 0.0901593330% |
| TX837 | Mathis City, Texas | 0.0104800000% |
| TX838 | Maud City, Texas | 0.0002820000% |
| TX839 | Maverick County, Texas | 0.0772793330% |
| TX840 | Maypearl City, Texas | 0.0006573330% |
| TX841 | McAllen City, Texas | 0.2429493330% |
| TX842 | McCamey City, Texas | 0.0003613330% |
| TX843 | McCulloch County, Texas | 0.0133473330% |
| TX844 | McGregor City, Texas | 0.0061033330% |
| TX845 | McKinney City, Texas | 0.3002553330% |
| TX846 | McLean Town, Texas | 0.0000093330% |
| TX847 | McLendon-Chisholm City, Texas | 0.0002740000% |
| TX848 | McLennan County, Texas | 0.3530940000% |
| TX849 | McMullen County, Texas | 0.0006666670% |
| TX850 | Meadow Town, Texas | 0.0007473330% |
| TX851 | Meadowlakes City, Texas | 0.0006033330% |
| TX852 | Meadows Place City, Texas | 0.0120986670% |
| TX853 | Medina County, Texas | 0.0322366670% |
| TX854 | Megargel Town, Texas | 0.0004073330% |
| TX855 | Melissa City, Texas | 0.0102540000% |
| TX856 | Melvin Town, Texas | 0.0002300000% |
| TX857 | Memphis City, Texas | 0.0048020000% |
| TX858 | Menard City, Texas | 0.0006606670% |
| TX859 | Menard County, Texas | 0.0098113330% |
| TX860 | Mercedes City, Texas | 0.0142940000% |
| TX861 | Meridian City, Texas | 0.0023640000% |
| TX862 | Merkel Town, Texas | 0.0067446670% |
| TX863 | Mertens Town, Texas | 0.0001593330% |
| TX864 | Mertzon City, Texas | 0.0000193330% |
| TX865 | Mesquite City, Texas | 0.2071393330% |
| TX866 | Mexia City, Texas | 0.0140640000% |
| TX867 | Miami City, Texas | 0.0003033330% |
| TX868 | Midland City, Texas | 0.3478993330% |
| TX869 | Midland County, Texas | 0.1866180000% |
| TX870 | Midlothian City, Texas | 0.0638660000% |
| TX871 | Midway City, Texas | 0.0000520000% |
| TX872 | Milam County, Texas | 0.0649240000% |
| TX873 | Milano City, Texas | 0.0006026670% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|-------|-----------------------------------|---------------|
| TX874 | Mildred Town, Texas | 0.0001906670% |
| TX875 | Miles City, Texas | 0.0000620000% |
| TX876 | Milford Town, Texas | 0.0041180000% |
| TX877 | Miller's Cove Town, Texas | 0.0000646670% |
| TX878 | Millican Town, Texas | 0.0002780000% |
| TX879 | Mills County, Texas | 0.0132873330% |
| TX880 | Millsap Town, Texas | 0.0000226670% |
| TX881 | Mineola City, Texas | 0.0324793330% |
| TX882 | Mineral Wells City, Texas | 0.0613740000% |
| TX883 | Mingus City, Texas | 0.0001260000% |
| TX884 | Mission City, Texas | 0.0831786670% |
| TX885 | Missouri City, Texas | 0.1397553330% |
| TX886 | Mitchell County, Texas | 0.0139000000% |
| TX887 | Mobeetie City, Texas | 0.0000346670% |
| TX888 | Mobile City, Texas | 0.0013560000% |
| TX889 | Monahans City, Texas | 0.0038993330% |
| TX890 | Mont Belvieu City, Texas | 0.0131126670% |
| TX891 | Montague County, Texas | 0.0631973330% |
| TX892 | Montgomery City, Texas | 0.0012560000% |
| TX893 | Montgomery County, Texas | 1.8006073330% |
| TX894 | Moody City, Texas | 0.0005520000% |
| TX895 | Moore County, Texas | 0.0270846670% |
| TX896 | Moore Station City, Texas | 0.0005146670% |
| TX897 | Moran City, Texas | 0.0000333330% |
| TX898 | Morgan City, Texas | 0.0004033330% |
| TX899 | Morgan's Point City, Texas | 0.0020700000% |
| TX900 | Morgan's Point Resort City, Texas | 0.0053493330% |
| TX901 | Morris County, Texas | 0.0355520000% |
| TX902 | Morton City, Texas | 0.0001113330% |
| TX903 | Motley County, Texas | 0.0022293330% |
| TX904 | Moulton Town, Texas | 0.0006660000% |
| TX905 | Mount Calm City, Texas | 0.0004033330% |
| TX906 | Mount Enterprise City, Texas | 0.0012213330% |
| TX907 | Mount Pleasant City, Texas | 0.0437893330% |
| TX908 | Mount Vernon Town, Texas | 0.0040326670% |
| TX909 | Mountain City, Texas | 0.0010320000% |
| TX910 | Muenster City, Texas | 0.0031040000% |
| TX911 | Muleshoe City, Texas | 0.0032733330% |
| TX912 | Mullin Town, Texas | 0.0002560000% |
| TX913 | Munday City, Texas | 0.0013646670% |
| TX914 | Murchison City, Texas | 0.0015346670% |
| TX915 | Murphy City, Texas | 0.0345953330% |
| TX916 | Mustang Ridge City, Texas | 0.0016413330% |
| TX917 | Mustang Town, Texas | 0.0000046670% |
| TX918 | Nacogdoches City, Texas | 0.1373280000% |
| TX919 | Nacogdoches County, Texas | 0.1323886670% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|-------|-------------------------------------|---------------|
| TX920 | Naples City, Texas | 0.0028160000% |
| TX921 | Nash City, Texas | 0.0053326670% |
| TX922 | Nassau Bay City, Texas | 0.0074980000% |
| TX923 | Natalia City, Texas | 0.0004166670% |
| TX924 | Navarro County, Texas | 0.0690086670% |
| TX925 | Navarro Town, Texas | 0.0002226670% |
| TX926 | Navasota City, Texas | 0.0251173330% |
| TX927 | Nazareth City, Texas | 0.0000826670% |
| TX928 | Nederland City, Texas | 0.0297233330% |
| TX929 | Needville City, Texas | 0.0068940000% |
| TX930 | Nevada City, Texas | 0.0001580000% |
| TX931 | New Berlin City, Texas | 0.0000026670% |
| TX932 | New Boston City, Texas | 0.0046353330% |
| TX933 | New Braunfels City, Texas | 0.2048753330% |
| TX934 | New Chapel Hill City, Texas | 0.0001920000% |
| TX935 | New Deal Town, Texas | 0.0002253330% |
| TX936 | New Fairview City, Texas | 0.0015560000% |
| TX937 | New Home City, Texas | 0.0000060000% |
| TX938 | New Hope Town, Texas | 0.0006826670% |
| TX939 | New London City, Texas | 0.0027526670% |
| TX940 | New Summerfield City, Texas | 0.0002946670% |
| TX941 | New Waverly City, Texas | 0.0017080000% |
| TX942 | Newark City, Texas | 0.0003466670% |
| TX943 | Newcastle City, Texas | 0.0006093330% |
| TX944 | Newton City, Texas | 0.0040680000% |
| TX945 | Newton County, Texas | 0.1053373330% |
| TX946 | Neylandville Town, Texas | 0.0001086670% |
| TX947 | Niederwald City, Texas | 0.0000106670% |
| TX948 | Nixon City, Texas | 0.0015220000% |
| TX949 | Nocona City, Texas | 0.0110240000% |
| TX950 | Nolan County, Texas | 0.0335080000% |
| TX951 | Nolanville City, Texas | 0.0028313330% |
| TX952 | Nome City, Texas | 0.0002606670% |
| TX953 | Noonday City, Texas | 0.0001506670% |
| TX954 | Nordheim City, Texas | 0.0004646670% |
| TX955 | Normangee Town, Texas | 0.0041280000% |
| TX956 | North Cleveland City, Texas | 0.0000700000% |
| TX957 | North Richland Hills City, Texas | 0.0976126670% |
| TX958 | Northlake Town, Texas | 0.0059366670% |
| TX959 | Novice City, Texas | 0.0000506670% |
| TX960 | Nueces County, Texas | 0.9119546670% |
| TX961 | Oak Grove Town, Texas | 0.0018460000% |
| TX962 | Oak Leaf City, Texas | 0.0004080000% |
| TX963 | Oak Point City, Texas | 0.0060073330% |
| TX964 | Oak Ridge North City, Texas | 0.0223413330% |
| TX965 | Oak Ridge Town, Cooke County, Texas | 0.0002386670% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|--------|--|---------------|
| TX966 | Oak Ridge Town, Kaufman County, Texas | 0.0002386670% |
| TX967 | Oak Valley Town, Texas | 0.0000046670% |
| TX968 | Oakwood Town, Texas | 0.0000986670% |
| TX969 | O'Brien City, Texas | 0.0000506670% |
| TX970 | Ochiltree County, Texas | 0.0103173330% |
| TX971 | Odem City, Texas | 0.0049466670% |
| TX972 | Odessa City, Texas | 0.3727753330% |
| TX973 | O'Donnell City, Texas | 0.0000180000% |
| TX974 | Oglesby City, Texas | 0.0000193330% |
| TX975 | Old River-Winfree City, Texas | 0.0144353330% |
| TX976 | Oldham County, Texas | 0.0068786670% |
| TX977 | Olmos Park City, Texas | 0.0065340000% |
| TX978 | Olney City, Texas | 0.0040586670% |
| TX979 | Olton City, Texas | 0.0007980000% |
| TX980 | Omaha City, Texas | 0.0027900000% |
| TX981 | Onalaska City, Texas | 0.0211026670% |
| TX982 | Opdyke West Town, Texas | 0.0003193330% |
| TX983 | Orange City, Texas | 0.2075593330% |
| TX984 | Orange County, Texas | 0.4598786670% |
| TX985 | Orange Grove City, Texas | 0.0011180000% |
| TX986 | Orchard City, Texas | 0.0005780000% |
| TX987 | Ore City, Texas | 0.0045373330% |
| TX988 | Overton City, Texas | 0.0052666670% |
| TX989 | Ovilla City, Texas | 0.0089273330% |
| TX990 | Oyster Creek City, Texas | 0.0064220000% |
| TX991 | Paducah Town, Texas | 0.0000833330% |
| TX992 | Paint Rock Town, Texas | 0.0000940000% |
| TX993 | Palacios City, Texas | 0.0093573330% |
| TX994 | Palestine City, Texas | 0.1186726670% |
| TX995 | Palisades Village, Texas | 0.0001600000% |
| TX996 | Palm Valley City, Texas | 0.0012786670% |
| TX997 | Palmer Town, Texas | 0.0084440000% |
| TX998 | Palmhurst City, Texas | 0.0031066670% |
| TX999 | Palmview City, Texas | 0.0050513330% |
| TX1000 | Palo Pinto County, Texas | 0.0830806670% |
| TX1001 | Pampa City, Texas | 0.0448180000% |
| TX1002 | Panhandle Town, Texas | 0.0063573330% |
| TX1003 | Panola County, Texas | 0.0537993330% |
| TX1004 | Panorama Village City, Texas | 0.0008613330% |
| TX1005 | Pantego Town, Texas | 0.0085986670% |
| TX1006 | Paradise City, Texas | 0.0000346670% |
| TX1007 | Paris City, Texas | 0.1341200000% |
| TX1008 | Parker City, Texas | 0.0068713330% |
| TX1009 | Parker County, Texas | 0.3175026670% |
| TX1010 | Parmer County, Texas | 0.0105773330% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|--------|---------------------------------|---------------|
| TX1011 | Pasadena City, Texas | 0.2376906670% |
| TX1012 | Pattison City, Texas | 0.0007653330% |
| TX1013 | Patton Village City, Texas | 0.0061786670% |
| TX1014 | Payne Springs Town, Texas | 0.0011800000% |
| TX1015 | Pearland City, Texas | 0.2225013330% |
| TX1016 | Pearsall City, Texas | 0.0077133330% |
| TX1017 | Pecan Gap City, Texas | 0.0004793330% |
| TX1018 | Pecan Hill City, Texas | 0.0001526670% |
| TX1019 | Pecos City, Texas | 0.0050813330% |
| TX1020 | Pecos County, Texas | 0.0313313330% |
| TX1021 | Pelican Bay City, Texas | 0.0007993330% |
| TX1022 | Penelope Town, Texas | 0.0002766670% |
| TX1023 | Penitas City, Texas | 0.0002080000% |
| TX1024 | Perryton City, Texas | 0.0155760000% |
| TX1025 | Petersburg City, Texas | 0.0011273330% |
| TX1026 | Petrolia City, Texas | 0.0000113330% |
| TX1027 | Petronila City, Texas | 0.0000033330% |
| TX1028 | Pflugerville City, Texas | 0.0576053330% |
| TX1029 | Pharr City, Texas | 0.0964806670% |
| TX1030 | Pilot Point City, Texas | 0.0077420000% |
| TX1031 | Pine Forest City, Texas | 0.0025960000% |
| TX1032 | Pine Island Town, Texas | 0.0020940000% |
| TX1033 | Pinehurst City, Texas | 0.0217806670% |
| TX1034 | Pineland City, Texas | 0.0027586670% |
| TX1035 | Piney Point Village City, Texas | 0.0104920000% |
| TX1036 | Pittsburg City, Texas | 0.0136840000% |
| TX1037 | Plains Town, Texas | 0.0000860000% |
| TX1038 | Plainview City, Texas | 0.0401986670% |
| TX1039 | Plano City, Texas | 0.7677386670% |
| TX1040 | Pleak Village, Texas | 0.0001800000% |
| TX1041 | Pleasant Valley Town, Texas | 0.0002053330% |
| TX1042 | Pleasanton City, Texas | 0.0193406670% |
| TX1043 | Plum Grove City, Texas | 0.0001720000% |
| TX1044 | Point Blank City, Texas | 0.0002366670% |
| TX1045 | Point City, Texas | 0.0010126670% |
| TX1046 | Point Comfort City, Texas | 0.0002980000% |
| TX1047 | Point Venture Village, Texas | 0.0003920000% |
| TX1048 | Polk County, Texas | 0.2472206670% |
| TX1049 | Ponder Town, Texas | 0.0008546670% |
| TX1050 | Port Aransas City, Texas | 0.0206813330% |
| TX1051 | Port Arthur City, Texas | 0.2452966670% |
| TX1052 | Port Isabel City, Texas | 0.0065346670% |
| TX1053 | Port Lavaca City, Texas | 0.0078346670% |
| TX1054 | Port Neches City, Texas | 0.0258993330% |
| TX1055 | Portland City, Texas | 0.0510113330% |
| TX1056 | Post City, Texas | 0.0015546670% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|--------|---------------------------------|---------------|
| TX1057 | Post Oak Bend City Town, Texas | 0.0006893330% |
| TX1058 | Poteet City, Texas | 0.0045113330% |
| TX1059 | Poth Town, Texas | 0.0026493330% |
| TX1060 | Potter County, Texas | 0.2478006670% |
| TX1061 | Pottsboro Town, Texas | 0.0082013330% |
| TX1062 | Powell Town, Texas | 0.0000733330% |
| TX1063 | Poynor Town, Texas | 0.0007866670% |
| TX1064 | Prairie View City, Texas | 0.0050666670% |
| TX1065 | Premont City, Texas | 0.0022140000% |
| TX1066 | Presidio City, Texas | 0.0000986670% |
| TX1067 | Presidio County, Texas | 0.0005246670% |
| TX1068 | Primera Town, Texas | 0.0019720000% |
| TX1069 | Princeton City, Texas | 0.0128300000% |
| TX1070 | Progreso City, Texas | 0.0053813330% |
| TX1071 | Progreso Lakes City, Texas | 0.0000260000% |
| TX1072 | Prosper Town, Texas | 0.0151800000% |
| TX1073 | Providence Village Town, Texas | 0.0003386670% |
| TX1074 | Putnam Town, Texas | 0.0000093330% |
| TX1075 | Pyote Town, Texas | 0.0000146670% |
| TX1076 | Quanah City, Texas | 0.0001380000% |
| TX1077 | Queen City, Texas | 0.0032246670% |
| TX1078 | Quinlan City, Texas | 0.0048693330% |
| TX1079 | Quintana Town, Texas | 0.0003280000% |
| TX1080 | Quitaque City, Texas | 0.0000053330% |
| TX1081 | Quitman City, Texas | 0.0104126670% |
| TX1082 | Rains County, Texas | 0.0354600000% |
| TX1083 | Ralls City, Texas | 0.0026446670% |
| TX1084 | Rancho Viejo Town, Texas | 0.0025573330% |
| TX1085 | Randall County, Texas | 0.1854173330% |
| TX1086 | Ranger City, Texas | 0.0081240000% |
| TX1087 | Rankin City, Texas | 0.0010753330% |
| TX1088 | Ransom Canyon Town, Texas | 0.0006200000% |
| TX1089 | Ravenna City, Texas | 0.0004566670% |
| TX1090 | Raymondville City, Texas | 0.0049773330% |
| TX1091 | Reagan County, Texas | 0.0168100000% |
| TX1092 | Real County, Texas | 0.0033820000% |
| TX1093 | Red Lick City, Texas | 0.0000153330% |
| TX1094 | Red Oak City, Texas | 0.0178953330% |
| TX1095 | Red River County, Texas | 0.0195373330% |
| TX1096 | Redwater City, Texas | 0.0007053330% |
| TX1097 | Reeves County, Texas | 0.0689000000% |
| TX1098 | Refugio County, Texas | 0.0308106670% |
| TX1099 | Refugio Town, Texas | 0.0058926670% |
| TX1100 | Reklaw City, Texas | 0.0007573330% |
| TX1101 | Reno City, Lamar County, Texas | 0.0074426670% |
| TX1102 | Reno City, Parker County, Texas | 0.0025273330% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|--------|------------------------------|---------------|
| TX1103 | Retreat Town, Texas | 0.0000346670% |
| TX1104 | Rhome City, Texas | 0.0081900000% |
| TX1105 | Rice City, Texas | 0.0013146670% |
| TX1106 | Richardson City, Texas | 0.1735433330% |
| TX1107 | Richland Hills City, Texas | 0.0162920000% |
| TX1108 | Richland Springs Town, Texas | 0.0014893330% |
| TX1109 | Richland Town, Texas | 0.0001400000% |
| TX1110 | Richmond City, Texas | 0.0517373330% |
| TX1111 | Richwood City, Texas | 0.0080746670% |
| TX1112 | Riesel City, Texas | 0.0007453330% |
| TX1113 | Rio Bravo City, Texas | 0.0056986670% |
| TX1114 | Rio Grande City, Texas | 0.0172980000% |
| TX1115 | Rio Hondo City, Texas | 0.0023666670% |
| TX1116 | Rio Vista City, Texas | 0.0029460000% |
| TX1117 | Rising Star Town, Texas | 0.0012886670% |
| TX1118 | River Oaks City, Texas | 0.0079446670% |
| TX1119 | Riverside City, Texas | 0.0005720000% |
| TX1120 | Roanoke City, Texas | 0.0001833330% |
| TX1121 | Roaring Springs Town, Texas | 0.0003073330% |
| TX1122 | Robert Lee City, Texas | 0.0000566670% |
| TX1123 | Roberts County, Texas | 0.0003646670% |
| TX1124 | Robertson County, Texas | 0.0297613330% |
| TX1125 | Robinson City, Texas | 0.0120013330% |
| TX1126 | Robstown City, Texas | 0.0267693330% |
| TX1127 | Roby City, Texas | 0.0002853330% |
| TX1128 | Rochester Town, Texas | 0.0004493330% |
| TX1129 | Rockdale City, Texas | 0.0139820000% |
| TX1130 | Rockport City, Texas | 0.0361686670% |
| TX1131 | Rocksprings Town, Texas | 0.0000166670% |
| TX1132 | Rockwall City, Texas | 0.0762053330% |
| TX1133 | Rockwall County, Texas | 0.1125466670% |
| TX1134 | Rocky Mound Town, Texas | 0.0001866670% |
| TX1135 | Rogers Town, Texas | 0.0025453330% |
| TX1136 | Rollingwood City, Texas | 0.0031693330% |
| TX1137 | Roma City, Texas | 0.0110860000% |
| TX1138 | Roman Forest Town, Texas | 0.0057400000% |
| TX1139 | Ropesville City, Texas | 0.0014146670% |
| TX1140 | Roscoe City, Texas | 0.0005186670% |
| TX1141 | Rose City, Texas | 0.0026746670% |
| TX1142 | Rose Hill Acres City, Texas | 0.0015406670% |
| TX1143 | Rosebud City, Texas | 0.0009926670% |
| TX1144 | Rosenberg City, Texas | 0.0843953330% |
| TX1145 | Ross City, Texas | 0.0000980000% |
| TX1146 | Rosser Village, Texas | 0.0003660000% |
| TX1147 | Rotan City, Texas | 0.0009953330% |
| TX1148 | Round Mountain Town, Texas | 0.0003026670% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|--------|-----------------------------|---------------|
| TX1149 | Round Rock City, Texas | 0.3173280000% |
| TX1150 | Round Top Town, Texas | 0.0000933330% |
| TX1151 | Rowlett City, Texas | 0.0666420000% |
| TX1152 | Roxton City, Texas | 0.0000313330% |
| TX1153 | Royse City, Texas | 0.0156626670% |
| TX1154 | Rule Town, Texas | 0.0005333330% |
| TX1155 | Runaway Bay City, Texas | 0.0046206670% |
| TX1156 | Runge Town, Texas | 0.0001700000% |
| TX1157 | Runnels County, Texas | 0.0225540000% |
| TX1158 | Rusk City, Texas | 0.0119940000% |
| TX1159 | Rusk County, Texas | 0.1009266670% |
| TX1160 | Sabinal City, Texas | 0.0012073330% |
| TX1161 | Sabine County, Texas | 0.0309860000% |
| TX1162 | Sachse City, Texas | 0.0156000000% |
| TX1163 | Sadler City, Texas | 0.0006166670% |
| TX1164 | Saginaw City, Texas | 0.0213153330% |
| TX1165 | Salado Village, Texas | 0.0021400000% |
| TX1166 | San Angelo City, Texas | 0.3576726670% |
| TX1167 | San Antonio City, Texas | 2.9102773330% |
| TX1168 | San Augustine City, Texas | 0.0167880000% |
| TX1169 | San Augustine County, Texas | 0.0252360000% |
| TX1170 | San Benito City, Texas | 0.0266766670% |
| TX1171 | San Diego City, Texas | 0.0078473330% |
| TX1172 | San Elizario City, Texas | 0.0052206670% |
| TX1173 | San Felipe Town, Texas | 0.0009986670% |
| TX1174 | San Jacinto County, Texas | 0.1315986670% |
| TX1175 | San Juan City, Texas | 0.0192300000% |
| TX1176 | San Leanna Village, Texas | 0.0000240000% |
| TX1177 | San Marcos City, Texas | 0.2171253330% |
| TX1178 | San Patricio City, Texas | 0.0028086670% |
| TX1179 | San Patricio County, Texas | 0.1812773330% |
| TX1180 | San Perlita City, Texas | 0.0014793330% |
| TX1181 | San Saba City, Texas | 0.0067046670% |
| TX1182 | San Saba County, Texas | 0.0117080000% |
| TX1183 | Sanctuary Town, Texas | 0.0000113330% |
| TX1184 | Sandy Oaks City, Texas | 0.0065753330% |
| TX1185 | Sandy Point City, Texas | 0.0010913330% |
| TX1186 | Sanford Town, Texas | 0.0002053330% |
| TX1187 | Sanger City, Texas | 0.0148246670% |
| TX1188 | Sansom Park City, Texas | 0.0001486670% |
| TX1189 | Santa Anna Town, Texas | 0.0002193330% |
| TX1190 | Santa Clara City, Texas | 0.0000580000% |
| TX1191 | Santa Fe City, Texas | 0.0221813330% |
| TX1192 | Santa Rosa Town, Texas | 0.0014253330% |
| TX1193 | Savoy City, Texas | 0.0015660000% |
| TX1194 | Schertz City, Texas | 0.0400733330% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|--------|---------------------------|---------------|
| TX1195 | Schleicher County, Texas | 0.0037966670% |
| TX1196 | Schulenburg City, Texas | 0.0017066670% |
| TX1197 | Scotland City, Texas | 0.0000986670% |
| TX1198 | Scottsville City, Texas | 0.0004720000% |
| TX1199 | Scurry County, Texas | 0.0487440000% |
| TX1200 | Scurry Town, Texas | 0.0007400000% |
| TX1201 | Seabrook City, Texas | 0.0201800000% |
| TX1202 | Seadrift City, Texas | 0.0006606670% |
| TX1203 | Seagoville City, Texas | 0.0114040000% |
| TX1204 | Seagraves City, Texas | 0.0050206670% |
| TX1205 | Sealy City, Texas | 0.0137580000% |
| TX1206 | Seguin City, Texas | 0.2510253330% |
| TX1207 | Selma City, Texas | 0.0149526670% |
| TX1208 | Seminole City, Texas | 0.0107280000% |
| TX1209 | Seven Oaks City, Texas | 0.0026113330% |
| TX1210 | Seven Points City, Texas | 0.0049680000% |
| TX1211 | Seymour City, Texas | 0.0094786670% |
| TX1212 | Shackelford County, Texas | 0.0008586670% |
| TX1213 | Shady Shores Town, Texas | 0.0003960000% |
| TX1214 | Shallowater City, Texas | 0.0012713330% |
| TX1215 | Shamrock City, Texas | 0.0028853330% |
| TX1216 | Shavano Park City, Texas | 0.0021186670% |
| TX1217 | Shelby County, Texas | 0.0732833330% |
| TX1218 | Shenandoah City, Texas | 0.0314146670% |
| TX1219 | Shepherd City, Texas | 0.0000980000% |
| TX1220 | Sherman City, Texas | 0.2203900000% |
| TX1221 | Sherman County, Texas | 0.0052866670% |
| TX1222 | Shiner City, Texas | 0.0026946670% |
| TX1223 | Shoreacres City, Texas | 0.0006386670% |
| TX1224 | Silsbee City, Texas | 0.0442946670% |
| TX1225 | Silverton City, Texas | 0.0000093330% |
| TX1226 | Simonton City, Texas | 0.0012706670% |
| TX1227 | Sinton City, Texas | 0.0157720000% |
| TX1228 | Skellytown, Texas | 0.0002666670% |
| TX1229 | Slaton City, Texas | 0.0001026670% |
| TX1230 | Smiley City, Texas | 0.0004366670% |
| TX1231 | Smith County, Texas | 0.5059740000% |
| TX1232 | Smithville City, Texas | 0.0113393330% |
| TX1233 | Smyer Town, Texas | 0.0002000000% |
| TX1234 | Snook City, Texas | 0.0009480000% |
| TX1235 | Snyder City, Texas | 0.0060120000% |
| TX1236 | Socorro City, Texas | 0.0074166670% |
| TX1237 | Somerset City, Texas | 0.0010180000% |
| TX1238 | Somervell County, Texas | 0.0380506670% |
| TX1239 | Somerville City, Texas | 0.0025373330% |
| TX1240 | Sonora City, Texas | 0.0048913330% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|--------|-----------------------------------|---------------|
| TX1241 | Sour Lake City, Texas | 0.0119040000% |
| TX1242 | South Houston City, Texas | 0.0170800000% |
| TX1243 | South Mountain Town, Texas | 0.0001026670% |
| TX1244 | South Padre Island Town, Texas | 0.0204193330% |
| TX1245 | Southlake City, Texas | 0.0472306670% |
| TX1246 | Southmayd City, Texas | 0.0047306670% |
| TX1247 | Southside Place City, Texas | 0.0005900000% |
| TX1248 | Spearman City, Texas | 0.0093333330% |
| TX1249 | Splendora City, Texas | 0.0051706670% |
| TX1250 | Spofford City, Texas | 0.0000046670% |
| TX1251 | Spring Valley Village City, Texas | 0.0109360000% |
| TX1252 | Springlake Town, Texas | 0.0000020000% |
| TX1253 | Springtown City, Texas | 0.0094960000% |
| TX1254 | Spur City, Texas | 0.0002846670% |
| TX1255 | St. Hedwig Town, Texas | 0.0000740000% |
| TX1256 | St. Jo City, Texas | 0.0049066670% |
| TX1257 | St. Paul Town, Texas | 0.0000140000% |
| TX1258 | Stafford City, Texas | 0.0500966670% |
| TX1259 | Stagecoach Town, Texas | 0.0020240000% |
| TX1260 | Stamford City, Texas | 0.0002653330% |
| TX1261 | Stanton City, Texas | 0.0025586670% |
| TX1262 | Staples City, Texas | 0.0000126670% |
| TX1263 | Star Harbor City, Texas | 0.0001006670% |
| TX1264 | Starr County, Texas | 0.0665973330% |
| TX1265 | Stephens County, Texas | 0.0234960000% |
| TX1266 | Stephenville City, Texas | 0.0556480000% |
| TX1267 | Sterling City, Texas | 0.0000413330% |
| TX1268 | Sterling County, Texas | 0.0006260000% |
| TX1269 | Stinnett City, Texas | 0.0027313330% |
| TX1270 | Stockdale City, Texas | 0.0004940000% |
| TX1271 | Stonewall County, Texas | 0.0012146670% |
| TX1272 | Stratford City, Texas | 0.0055853330% |
| TX1273 | Strawn City, Texas | 0.0006580000% |
| TX1274 | Streetman Town, Texas | 0.0000033330% |
| TX1275 | Sudan City, Texas | 0.0000213330% |
| TX1276 | Sugar Land City, Texas | 0.2143740000% |
| TX1277 | Sullivan City, Texas | 0.0040806670% |
| TX1278 | Sulphur Springs City, Texas | 0.0830686670% |
| TX1279 | Sun Valley City, Texas | 0.0000026670% |
| TX1280 | Sundown City, Texas | 0.0017280000% |
| TX1281 | Sunnyvale Town, Texas | 0.0021653330% |
| TX1282 | Sunray City, Texas | 0.0017140000% |
| TX1283 | Sunrise Beach Village City, Texas | 0.0013886670% |
| TX1284 | Sunset Valley City, Texas | 0.0062833330% |
| TX1285 | Surfside Beach City, Texas | 0.0043533330% |
| TX1286 | Sutton County, Texas | 0.0043606670% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|--------|-----------------------------------|---------------|
| TX1287 | Sweeny City, Texas | 0.0030020000% |
| TX1288 | Sweetwater City, Texas | 0.0454986670% |
| TX1289 | Swisher County, Texas | 0.0048340000% |
| TX1290 | Taft City, Texas | 0.0039073330% |
| TX1291 | Tahoka City, Texas | 0.0002866670% |
| TX1292 | Talco City, Texas | 0.0002480000% |
| TX1293 | Talty Town, Texas | 0.0060826670% |
| TX1294 | Tarrant County, Texas | 4.1141060000% |
| TX1295 | Tatum City, Texas | 0.0006480000% |
| TX1296 | Taylor City, Texas | 0.0386300000% |
| TX1297 | Taylor County, Texas | 0.2340520000% |
| TX1298 | Taylor Lake Village City, Texas | 0.0002746670% |
| TX1299 | Taylor Landing City, Texas | 0.0001020000% |
| TX1300 | Teague City, Texas | 0.0011426670% |
| TX1301 | Tehuacana Town, Texas | 0.0000080000% |
| TX1302 | Temple City, Texas | 0.1871646670% |
| TX1303 | Tenaha Town, Texas | 0.0031453330% |
| TX1304 | Terrell City, Texas | 0.0991373330% |
| TX1305 | Terrell County, Texas | 0.0038246670% |
| TX1306 | Terrell Hills City, Texas | 0.0065720000% |
| TX1307 | Terry County, Texas | 0.0169486670% |
| TX1308 | Texarkana City, Texas | 0.1280626670% |
| TX1309 | Texas City, Texas | 0.1991346670% |
| TX1310 | Texhoma City, Texas | 0.0001040000% |
| TX1311 | Texline Town, Texas | 0.0005766670% |
| TX1312 | The Colony City, Texas | 0.0761980000% |
| TX1313 | The Hills Village, Texas | 0.0006693330% |
| TX1314 | Thompsons Town, Texas | 0.0012646670% |
| TX1315 | Thorndale City, Texas | 0.0010633330% |
| TX1316 | Thornton Town, Texas | 0.0001800000% |
| TX1317 | Thorntonville Town, Texas | 0.0000580000% |
| TX1318 | Thrall City, Texas | 0.0005500000% |
| TX1319 | Three Rivers City, Texas | 0.0031126670% |
| TX1320 | Throckmorton County, Texas | 0.0037966670% |
| TX1321 | Throckmorton Town, Texas | 0.0000193330% |
| TX1322 | Tiki Island Village, Texas | 0.0014520000% |
| TX1323 | Timbercreek Canyon Village, Texas | 0.0002460000% |
| TX1324 | Timpson City, Texas | 0.0084280000% |
| TX1325 | Tioga Town, Texas | 0.0015933330% |
| TX1326 | Tira Town, Texas | 0.0001233330% |
| TX1327 | Titus County, Texas | 0.0470740000% |
| TX1328 | Toco City, Texas | 0.0000026670% |
| TX1329 | Todd Mission City, Texas | 0.0011200000% |
| TX1330 | Tolar City, Texas | 0.0015793330% |
| TX1331 | Tom Bean City, Texas | 0.0015286670% |
| TX1332 | Tom Green County, Texas | 0.1882846670% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|--------|-----------------------------|---------------|
| TX1333 | Tomball City, Texas | 0.0230800000% |
| TX1334 | Tool City, Texas | 0.0098580000% |
| TX1335 | Toyah Town, Texas | 0.0000266670% |
| TX1336 | Travis County, Texas | 3.1356486670% |
| TX1337 | Trent Town, Texas | 0.0000420000% |
| TX1338 | Trenton City, Texas | 0.0020593330% |
| TX1339 | Trinidad City, Texas | 0.0039060000% |
| TX1340 | Trinity City, Texas | 0.0157680000% |
| TX1341 | Trinity County, Texas | 0.0705106670% |
| TX1342 | Trophy Club Town, Texas | 0.0195800000% |
| TX1343 | Troup City, Texas | 0.0052786670% |
| TX1344 | Troy City, Texas | 0.0035466670% |
| TX1345 | Tulia City, Texas | 0.0059406670% |
| TX1346 | Turkey City, Texas | 0.0004913330% |
| TX1347 | Tuscola City, Texas | 0.0000920000% |
| TX1348 | Tye City, Texas | 0.0011773330% |
| TX1349 | Tyler City, Texas | 0.4825526670% |
| TX1350 | Tyler County, Texas | 0.0878286670% |
| TX1351 | Uhland City, Texas | 0.0010300000% |
| TX1352 | Uncertain City, Texas | 0.0001233330% |
| TX1353 | Union Grove City, Texas | 0.0006626670% |
| TX1354 | Union Valley City, Texas | 0.0004440000% |
| TX1355 | Universal City, Texas | 0.0189520000% |
| TX1356 | University Park City, Texas | 0.0338886670% |
| TX1357 | Upshur County, Texas | 0.0855333330% |
| TX1358 | Upton County, Texas | 0.0056660000% |
| TX1359 | Uvalde City, Texas | 0.0122926670% |
| TX1360 | Uvalde County, Texas | 0.0241626670% |
| TX1361 | Val Verde County, Texas | 0.0785433330% |
| TX1362 | Valentine Town, Texas | 0.0001380000% |
| TX1363 | Valley Mills City, Texas | 0.0014853330% |
| TX1364 | Valley View City, Texas | 0.0012160000% |
| TX1365 | Van Alstyne City, Texas | 0.0291660000% |
| TX1366 | Van City, Texas | 0.0041373330% |
| TX1367 | Van Horn Town, Texas | 0.0001406670% |
| TX1368 | Van Zandt County, Texas | 0.1658313330% |
| TX1369 | Vega City, Texas | 0.0006493330% |
| TX1370 | Venus Town, Texas | 0.0065280000% |
| TX1371 | Vernon City, Texas | 0.0542246670% |
| TX1372 | Victoria City, Texas | 0.0563986670% |
| TX1373 | Victoria County, Texas | 0.3472573330% |
| TX1374 | Vidor City, Texas | 0.0637466670% |
| TX1375 | Vinton Village, Texas | 0.0004146670% |
| TX1376 | Volente Village, Texas | 0.0002220000% |
| TX1377 | Von Ormy City, Texas | 0.0003420000% |
| TX1378 | Waco City, Texas | 0.3413380000% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|--------|-----------------------------------|---------------|
| TX1379 | Waelder City, Texas | 0.0022846670% |
| TX1380 | Wake Village City, Texas | 0.0001160000% |
| TX1381 | Walker County, Texas | 0.1230826670% |
| TX1382 | Waller City, Texas | 0.0075300000% |
| TX1383 | Waller County, Texas | 0.0841373330% |
| TX1384 | Wallis City, Texas | 0.0017986670% |
| TX1385 | Walnut Springs City, Texas | 0.0001220000% |
| TX1386 | Ward County, Texas | 0.0452800000% |
| TX1387 | Warren City, Texas | 0.0000440000% |
| TX1388 | Washington County, Texas | 0.0558180000% |
| TX1389 | Waskom City, Texas | 0.0035640000% |
| TX1390 | Watauga City, Texas | 0.0221440000% |
| TX1391 | Waxahachie City, Texas | 0.1013960000% |
| TX1392 | Weatherford City, Texas | 0.1385813330% |
| TX1393 | Webb County, Texas | 0.3368693330% |
| TX1394 | Webberville Village, Texas | 0.0008533330% |
| TX1395 | Webster City, Texas | 0.0354680000% |
| TX1396 | Weimar City, Texas | 0.0038866670% |
| TX1397 | Weinert City, Texas | 0.0001560000% |
| TX1398 | Weir City, Texas | 0.0002953330% |
| TX1399 | Wellington City, Texas | 0.0060740000% |
| TX1400 | Wellman City, Texas | 0.0002553330% |
| TX1401 | Wells Town, Texas | 0.0009046670% |
| TX1402 | Weslaco City, Texas | 0.0492993330% |
| TX1403 | West City, Texas | 0.0023480000% |
| TX1404 | West Columbia City, Texas | 0.0119720000% |
| TX1405 | West Lake Hills City, Texas | 0.0113706670% |
| TX1406 | West Orange City, Texas | 0.0283013330% |
| TX1407 | West Tawakoni City, Texas | 0.0046633330% |
| TX1408 | West University Place City, Texas | 0.0231146670% |
| TX1409 | Westbrook City, Texas | 0.0000286670% |
| TX1410 | Westlake Town, Texas | 0.0276933330% |
| TX1411 | Weston City, Texas | 0.0001773330% |
| TX1412 | Weston Lakes City, Texas | 0.0001260000% |
| TX1413 | Westover Hills Town, Texas | 0.0030060000% |
| TX1414 | Westworth Village City, Texas | 0.0052280000% |
| TX1415 | Wharton City, Texas | 0.0211333330% |
| TX1416 | Wharton County, Texas | 0.0485913330% |
| TX1417 | Wheeler City, Texas | 0.0002980000% |
| TX1418 | Wheeler County, Texas | 0.0175153330% |
| TX1419 | White Deer Town, Texas | 0.0008486670% |
| TX1420 | White Oak City, Texas | 0.0102033330% |
| TX1421 | White Settlement City, Texas | 0.0155360000% |
| TX1422 | Whiteface Town, Texas | 0.0001033330% |
| TX1423 | Whitehouse City, Texas | 0.0193446670% |
| TX1424 | Whitesboro City, Texas | 0.0126213330% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|--------|---------------------------|---------------|
| TX1425 | Whitewright Town, Texas | 0.0047320000% |
| TX1426 | Whitney Town, Texas | 0.0000486670% |
| TX1427 | Wichita County, Texas | 0.3682473330% |
| TX1428 | Wichita Falls City, Texas | 0.5550493330% |
| TX1429 | Wickett Town, Texas | 0.0000580000% |
| TX1430 | Wilbarger County, Texas | 0.0367493330% |
| TX1431 | Willacy County, Texas | 0.0163873330% |
| TX1432 | Williamson County, Texas | 0.7973246670% |
| TX1433 | Willis City, Texas | 0.0162560000% |
| TX1434 | Willow Park City, Texas | 0.0178246670% |
| TX1435 | Wills Point City, Texas | 0.0291766670% |
| TX1436 | Wilmer City, Texas | 0.0002840000% |
| TX1437 | Wilson City, Texas | 0.0000080000% |
| TX1438 | Wilson County, Texas | 0.0806893330% |
| TX1439 | Wimberley City, Texas | 0.0004826670% |
| TX1440 | Windcrest City, Texas | 0.0086053330% |
| TX1441 | Windom Town, Texas | 0.0007246670% |
| TX1442 | Windthorst Town, Texas | 0.0022566670% |
| TX1443 | Winfield City, Texas | 0.0001933330% |
| TX1444 | Wink City, Texas | 0.0000800000% |
| TX1445 | Winkler County, Texas | 0.0407753330% |
| TX1446 | Winnsboro City, Texas | 0.0191940000% |
| TX1447 | Winona Town, Texas | 0.0002126670% |
| TX1448 | Winters City, Texas | 0.0041526670% |
| TX1449 | Wise County, Texas | 0.1927160000% |
| TX1450 | Wixon Valley City, Texas | 0.0002940000% |
| TX1451 | Wolfe City, Texas | 0.0036440000% |
| TX1452 | Wolfforth City, Texas | 0.0026813330% |
| TX1453 | Wood County, Texas | 0.1780320000% |
| TX1454 | Woodbranch City, Texas | 0.0064113330% |
| TX1455 | Woodcreek City, Texas | 0.0002386670% |
| TX1456 | Woodloch Town, Texas | 0.0006746670% |
| TX1457 | Woodsboro Town, Texas | 0.0007533330% |
| TX1458 | Woodson Town, Texas | 0.0000813330% |
| TX1459 | Woodville Town, Texas | 0.0135600000% |
| TX1460 | Woodway City, Texas | 0.0171420000% |
| TX1461 | Wortham Town, Texas | 0.0002506670% |
| TX1462 | Wylie City, Texas | 0.0764720000% |
| TX1463 | Yantis Town, Texas | 0.0013813330% |
| TX1464 | Yoakum City, Texas | 0.0134733330% |
| TX1465 | Yoakum County, Texas | 0.0232826670% |
| TX1466 | Yorktown City, Texas | 0.0036313330% |
| TX1467 | Young County, Texas | 0.0294133330% |
| TX1468 | Zapata County, Texas | 0.0376533330% |
| TX1469 | Zavala County, Texas | 0.0254313330% |
| TX1470 | Zavalla City, Texas | 0.0007253330% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|------|-------------------------------|---------------|
| UT1 | Alpine City, Utah | 0.0074850652% |
| UT2 | American Fork City, Utah | 0.3698700092% |
| UT3 | Beaver County, Utah | 0.2275939135% |
| UT4 | Bluffdale City, Utah | 0.1704007776% |
| UT5 | Bountiful City, Utah | 0.6461516868% |
| UT6 | Box Elder County, Utah | 1.1410929709% |
| UT7 | Brigham City, Utah | 0.3231707689% |
| UT8 | Cache County, Utah | 1.5923257966% |
| UT9 | Carbon County, Utah | 2.7182297715% |
| UT10 | Cedar City, Utah | 0.5516348901% |
| UT11 | Cedar Hills City, Utah | 0.0265381350% |
| UT12 | Centerville City, Utah | 0.2945736299% |
| UT13 | Clearfield City, Utah | 0.5750088413% |
| UT14 | Clinton City, Utah | 0.2576485190% |
| UT15 | Cottonwood Heights City, Utah | 0.0239883969% |
| UT16 | Daggett County, Utah | 0.0276266371% |
| UT17 | Davis County, Utah | 4.8789267057% |
| UT18 | Draper City, Utah | 0.7910838693% |
| UT19 | Duchesne County, Utah | 0.6408909172% |
| UT20 | Eagle Mountain City, Utah | 0.2503351422% |
| UT21 | Emery County, Utah | 0.9376231601% |
| UT22 | Farmington City, Utah | 0.1603346751% |
| UT23 | Garfield County, Utah | 0.1469437809% |
| UT24 | Grand County, Utah | 0.3044262356% |
| UT25 | Grantsville City, Utah | 0.1073581283% |
| UT26 | Heber City, Utah | 0.0928758762% |
| UT27 | Herriman City, Utah | 0.1167024085% |
| UT28 | Highland City, Utah | 0.1372268809% |
| UT29 | Holladay City, Utah | 0.2761428876% |
| UT30 | Hurricane City, Utah | 0.3378642332% |
| UT31 | Iron County, Utah | 1.0702371865% |
| UT32 | Juab County, Utah | 0.3518708297% |
| UT33 | Kane County, Utah | 0.4388202011% |
| UT34 | Kaysville City, Utah | 0.1350662117% |
| UT35 | Layton City, Utah | 1.1150478545% |
| UT36 | Lehi City, Utah | 0.6673840454% |
| UT37 | Lindon City, Utah | 0.2081464059% |
| UT38 | Logan City, Utah | 0.8935609300% |
| UT39 | Mapleton City, Utah | 0.1020696007% |
| UT40 | Midvale City, Utah | 0.4932109210% |
| UT41 | Millard County, Utah | 0.3551337086% |
| UT42 | Morgan County, Utah | 0.2160474984% |
| UT43 | Murray City, Utah | 1.1259407571% |
| UT44 | North Logan City, Utah | 0.0879011396% |
| UT45 | North Ogden City, Utah | 0.1395023517% |
| UT46 | North Salt Lake City, Utah | 0.1790604747% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|------|-----------------------------|----------------|
| UT47 | Ogden City, Utah | 3.6512528708% |
| UT48 | Orem City, Utah | 1.8083710104% |
| UT49 | Payson City, Utah | 0.2381624015% |
| UT50 | Piute County, Utah | 0.0224236680% |
| UT51 | Pleasant Grove City, Utah | 0.4674787961% |
| UT52 | Pleasant View City, Utah | 0.0767770346% |
| UT53 | Provo City, Utah | 2.3364111417% |
| UT54 | Rich County, Utah | 0.0610053490% |
| UT55 | Riverton City, Utah | 0.0412215470% |
| UT56 | Roy City, Utah | 0.5557639786% |
| UT57 | Salt Lake City, Utah | 9.2867022201% |
| UT58 | Salt Lake County, Utah | 19.7782038536% |
| UT59 | San Juan County, Utah | 0.2489376467% |
| UT60 | Sandy City, Utah | 1.4728771735% |
| UT61 | Sanpete County, Utah | 1.0128237001% |
| UT62 | Santaquin City, Utah | 0.1356391917% |
| UT63 | Saratoga Springs City, Utah | 0.3576972686% |
| UT64 | Sevier County, Utah | 0.6613686693% |
| UT65 | Smithfield City, Utah | 0.0754928557% |
| UT66 | South Jordan City, Utah | 1.0816862772% |
| UT67 | South Ogden City, Utah | 0.3523774418% |
| UT68 | South Salt Lake City, Utah | 1.0103412437% |
| UT69 | Spanish Fork City, Utah | 0.3973909831% |
| UT70 | Springville City, Utah | 0.4031371180% |
| UT71 | St. George City, Utah | 1.6549144940% |
| UT72 | Summit County, Utah | 0.9435271615% |
| UT73 | Syracuse City, Utah | 0.2902117397% |
| UT74 | Taylorsville City, Utah | 1.0791357394% |
| UT75 | Tooele City, Utah | 0.4168343784% |
| UT76 | Tooele County, Utah | 1.7091149060% |
| UT77 | Uintah County, Utah | 0.7667420434% |
| UT78 | Utah County, Utah | 7.4710417070% |
| UT79 | Vernal City, Utah | 0.0994151132% |
| UT80 | Vineyard Town, Utah | 0.0012097006% |
| UT81 | Wasatch County, Utah | 0.5077548576% |
| UT82 | Washington City, Utah | 0.3059016363% |
| UT83 | Washington County, Utah | 2.5665496530% |
| UT84 | Wayne County, Utah | 0.1091896995% |
| UT85 | Weber County, Utah | 5.1002376011% |
| UT86 | West Haven City, Utah | 0.0067360561% |
| UT87 | West Jordan City, Utah | 1.7847960136% |
| UT88 | West Point City, Utah | 0.0019552828% |
| UT89 | West Valley City, Utah | 3.7788016901% |
| UT90 | Woods Cross City, Utah | 0.1613122594% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|------|--------------------------------|----------------|
| VT1 | Addison County, Vermont | 0.7355948910% |
| VT2 | Albany Town, Vermont | 0.0345075405% |
| VT3 | Albany Village, Vermont | 0.0160668267% |
| VT4 | Alburgh Town, Vermont | 0.0606145322% |
| VT5 | Alburgh Village, Vermont | 0.0525580527% |
| VT6 | Andover Town, Vermont | 0.0012398034% |
| VT7 | Arlington Town, Vermont | 0.0885559202% |
| VT8 | Athens Town, Vermont | 0.0006484140% |
| VT9 | Bakersfield Town, Vermont | 0.0549127180% |
| VT10 | Baltimore Town, Vermont | 0.0024796068% |
| VT11 | Barnard Town, Vermont | 0.0830636232% |
| VT12 | Barnet Town, Vermont | 0.0471074029% |
| VT13 | Barre City, Vermont | 2.1256028600% |
| VT14 | Barre Town, Vermont | 1.3320832015% |
| VT15 | Barton Town, Vermont | 0.3252065150% |
| VT16 | Barton Village, Vermont | 0.0324162133% |
| VT17 | Bellows Falls Village, Vermont | 0.9422159742% |
| VT18 | Belvidere Town, Vermont | 0.0049931720% |
| VT19 | Bennington County, Vermont | 0.9901518348% |
| VT20 | Bennington Town, Vermont | 2.4851413569% |
| VT21 | Benson Town, Vermont | 0.0225970986% |
| VT22 | Berlin Town, Vermont | 0.5526473249% |
| VT23 | Bethel Town, Vermont | 0.0892626402% |
| VT24 | Bloomfield Town, Vermont | 0.0119245379% |
| VT25 | Bolton Town, Vermont | 0.1874031696% |
| VT26 | Bradford Town, Vermont | 0.7724442824% |
| VT27 | Braintree Town, Vermont | 0.0619908100% |
| VT28 | Brandon Town, Vermont | 0.5039156835% |
| VT29 | Brattleboro Town, Vermont | 2.8616648398% |
| VT30 | Bridgewater Town, Vermont | 0.2045592293% |
| VT31 | Bridport Town, Vermont | 0.0525426753% |
| VT32 | Brighton Town, Vermont | 0.1371312246% |
| VT33 | Bristol Town, Vermont | 0.4536168281% |
| VT34 | Brookfield Town, Vermont | 0.0181094589% |
| VT35 | Brookline Town, Vermont | 0.0142663887% |
| VT36 | Brownington Town, Vermont | 0.0209132726% |
| VT37 | Brunswick Town, Vermont | 0.0071549790% |
| VT38 | Burke Town, Vermont | 0.0035553845% |
| VT39 | Burlington City, Vermont | 10.6984139884% |
| VT40 | Cabot Town, Vermont | 0.0223388863% |
| VT41 | Calais Town, Vermont | 0.0461347819% |
| VT42 | Caledonia County, Vermont | 0.8505961058% |
| VT43 | Cambridge Town, Vermont | 0.0682410850% |
| VT44 | Cambridge Village, Vermont | 0.0012481328% |
| VT45 | Canaan Town, Vermont | 0.1359388349% |
| VT46 | Castleton Town, Vermont | 0.4255786906% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|------|---------------------------------|---------------|
| VT47 | Cavendish Town, Vermont | 0.0216955982% |
| VT48 | Charleston Town, Vermont | 0.0460098405% |
| VT49 | Charlotte Town, Vermont | 0.2587947007% |
| VT50 | Chelsea Town, Vermont | 0.0097511978% |
| VT51 | Chester Town, Vermont | 0.3719262791% |
| VT52 | Chittenden County, Vermont | 0.6721150355% |
| VT53 | Chittenden Town, Vermont | 0.0203372606% |
| VT54 | Clarendon Town, Vermont | 0.0632716198% |
| VT55 | Colchester Town, Vermont | 2.5489633597% |
| VT56 | Concord Town, Vermont | 0.0166940968% |
| VT57 | Corinth Town, Vermont | 0.0626872784% |
| VT58 | Cornwall Town, Vermont | 0.0577966224% |
| VT59 | Coventry Town, Vermont | 0.0376445314% |
| VT60 | Craftsbury Town, Vermont | 0.0501924950% |
| VT61 | Danby Town, Vermont | 0.0082858591% |
| VT62 | Danville Town, Vermont | 0.0302198071% |
| VT63 | Derby Center Village, Vermont | 0.0488117321% |
| VT64 | Derby Line Village, Vermont | 0.0549242511% |
| VT65 | Derby Town, Vermont | 0.5855806035% |
| VT66 | Dorset Town, Vermont | 0.0697288490% |
| VT67 | Dover Town, Vermont | 0.6426262960% |
| VT68 | Dummerston Town, Vermont | 0.0577133282% |
| VT69 | East Haven Town, Vermont | 0.0107321482% |
| VT70 | East Montpelier Town, Vermont | 0.1121807421% |
| VT71 | Eden Town, Vermont | 0.0299596726% |
| VT72 | Elmore Town, Vermont | 0.0195568572% |
| VT73 | Enosburg Falls Village, Vermont | 0.0515847910% |
| VT74 | Enosburgh Town, Vermont | 0.0873609676% |
| VT75 | Essex County, Vermont | 0.3791972294% |
| VT76 | Essex Junction Village, Vermont | 0.1451319610% |
| VT77 | Essex Town, Vermont | 1.8402135758% |
| VT78 | Fair Haven Town, Vermont | 0.3879168595% |
| VT79 | Fairfax Town, Vermont | 0.1256334098% |
| VT80 | Fairfield Town, Vermont | 0.0981770508% |
| VT81 | Fairlee Town, Vermont | 0.0592042959% |
| VT82 | Fayston Town, Vermont | 0.0053417265% |
| VT83 | Ferrisburgh Town, Vermont | 0.1296046250% |
| VT84 | Fletcher Town, Vermont | 0.0216321664% |
| VT85 | Franklin County, Vermont | 1.4110871894% |
| VT86 | Franklin Town, Vermont | 0.0432643327% |
| VT87 | Georgia Town, Vermont | 0.2512668196% |
| VT88 | Goshen Town, Vermont | 0.0148872515% |
| VT89 | Grafton Town, Vermont | 0.0220479971% |
| VT90 | Grand Isle County, Vermont | 0.4312958821% |
| VT91 | Grand Isle Town, Vermont | 0.1561992085% |
| VT92 | Granville Town, Vermont | 0.0131355086% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|-------|---------------------------------|---------------|
| VT93 | Greensboro Town, Vermont | 0.2645567430% |
| VT94 | Groton Town, Vermont | 0.0719938128% |
| VT95 | Guildhall Town, Vermont | 0.0155017070% |
| VT96 | Guilford Town, Vermont | 0.0032420698% |
| VT97 | Halifax Town, Vermont | 0.0155632167% |
| VT98 | Hancock Town, Vermont | 0.0534179060% |
| VT99 | Hardwick Town, Vermont | 0.7839350493% |
| VT100 | Hartford Town, Vermont | 3.2053851113% |
| VT101 | Hartland Town, Vermont | 0.0483504099% |
| VT102 | Highgate Town, Vermont | 0.2362905072% |
| VT103 | Hinesburg Town, Vermont | 0.2869757200% |
| VT104 | Holland Town, Vermont | 0.0010456636% |
| VT105 | Hubbardton Town, Vermont | 0.0632716198% |
| VT106 | Huntington Town, Vermont | 0.0422712086% |
| VT107 | Hyde Park Town, Vermont | 0.0374497510% |
| VT108 | Hyde Park Village, Vermont | 0.0025481644% |
| VT109 | Ira Town, Vermont | 0.0067788733% |
| VT110 | Irasburg Town, Vermont | 0.0909740173% |
| VT111 | Isle La Motte Town, Vermont | 0.0520666164% |
| VT112 | Jacksonville Village, Vermont | 0.0061977355% |
| VT113 | Jamaica Town, Vermont | 0.0259384809% |
| VT114 | Jay Town, Vermont | 0.0031369909% |
| VT115 | Jeffersonville Village, Vermont | 0.0039462269% |
| VT116 | Jericho Town, Vermont | 0.0422712086% |
| VT117 | Johnson Town, Vermont | 0.2812873611% |
| VT118 | Johnson Village, Vermont | 0.1616364031% |
| VT119 | Killington Town, Vermont | 0.2124125988% |
| VT120 | Kirby Town, Vermont | 0.0008886859% |
| VT121 | Lamoille County, Vermont | 1.1151624597% |
| VT122 | Landgrove Town, Vermont | 0.0125511672% |
| VT123 | Leicester Town, Vermont | 0.0481639588% |
| VT124 | Lincoln Town, Vermont | 0.0718080025% |
| VT125 | Londonderry Town, Vermont | 0.0382589870% |
| VT126 | Lowell Town, Vermont | 0.0481011678% |
| VT127 | Ludlow Town, Vermont | 0.7209171567% |
| VT128 | Ludlow Village, Vermont | 0.2940730337% |
| VT129 | Lunenburg Town, Vermont | 0.0965880521% |
| VT130 | Lyndon Town, Vermont | 0.4559618826% |
| VT131 | Lyndonville Village, Vermont | 0.0079994549% |
| VT132 | Maidstone Town, Vermont | 0.0214642963% |
| VT133 | Manchester Town, Vermont | 0.6972897719% |
| VT134 | Manchester Village, Vermont | 0.0076701221% |
| VT135 | Marlboro Town, Vermont | 0.0129695608% |
| VT136 | Marshfield Town, Vermont | 0.0174828296% |
| VT137 | Marshfield Village, Vermont | 0.0171445266% |
| VT138 | Mendon Town, Vermont | 0.0971672678% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|-------|-----------------------------------|---------------|
| VT139 | Middlebury Town, Vermont | 1.3520936922% |
| VT140 | Middlesex Town, Vermont | 0.0165114901% |
| VT141 | Middletown Springs Town, Vermont | 0.0587525845% |
| VT142 | Milton Town, Vermont | 0.9332579943% |
| VT143 | Monkton Town, Vermont | 0.0210170701% |
| VT144 | Montgomery Town, Vermont | 0.0432643327% |
| VT145 | Montpelier City, Vermont | 2.1358012840% |
| VT146 | Moretown, Vermont | 0.0140831413% |
| VT147 | Morgan Town, Vermont | 0.0271878951% |
| VT148 | Morristown, Vermont | 0.5887893556% |
| VT149 | Morrisville Village, Vermont | 0.2266450291% |
| VT150 | Mount Holly Town, Vermont | 0.0918947396% |
| VT151 | Mount Tabor Town, Vermont | 0.0241034437% |
| VT152 | New Haven Town, Vermont | 0.1313563678% |
| VT153 | Newbury Town, Vermont | 0.0536325490% |
| VT154 | Newbury Village, Vermont | 0.0020894051% |
| VT155 | Newfane Town, Vermont | 0.0603069840% |
| VT156 | Newfane Village, Vermont | 0.0032420698% |
| VT157 | Newport City, Vermont | 1.2443589426% |
| VT158 | Newport Town, Vermont | 0.5761696308% |
| VT159 | North Bennington Village, Vermont | 0.1073823506% |
| VT160 | North Hero Town, Vermont | 0.0916986776% |
| VT161 | North Troy Village, Vermont | 0.0345075405% |
| VT162 | Northfield Town, Vermont | 0.5366215046% |
| VT163 | Norton Town, Vermont | 0.0131169276% |
| VT164 | Norwich Town, Vermont | 0.4866039276% |
| VT165 | Old Bennington Village, Vermont | 0.0014256137% |
| VT166 | Orange County, Vermont | 0.5836866196% |
| VT167 | Orange Town, Vermont | 0.0271641883% |
| VT168 | Orleans County, Vermont | 0.4475510820% |
| VT169 | Orleans Village, Vermont | 0.1150249216% |
| VT170 | Orwell Town, Vermont | 0.0350284502% |
| VT171 | Panton Town, Vermont | 0.0402823974% |
| VT172 | Pawlet Town, Vermont | 0.0497138732% |
| VT173 | Peacham Town, Vermont | 0.0373299353% |
| VT174 | Perkinsville Village, Vermont | 0.0463135443% |
| VT175 | Peru Town, Vermont | 0.0034861862% |
| VT176 | Pittsfield Town, Vermont | 0.0090387113% |
| VT177 | Pittsford Town, Vermont | 0.2538406130% |
| VT178 | Plainfield Town, Vermont | 0.0684736682% |
| VT179 | Plymouth Town, Vermont | 0.0681866233% |
| VT180 | Pomfret Town, Vermont | 0.0750052216% |
| VT181 | Poultney Town, Vermont | 0.1634522185% |
| VT182 | Poultney Village, Vermont | 0.3218151562% |
| VT183 | Pownal Town, Vermont | 0.1568905511% |
| VT184 | Proctor Town, Vermont | 0.1581796903% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|-------|--------------------------------|---------------|
| VT185 | Putney Town, Vermont | 0.1348803568% |
| VT186 | Randolph Town, Vermont | 1.0482675385% |
| VT187 | Reading Town, Vermont | 0.0006195813% |
| VT188 | Readsboro Town, Vermont | 0.0495075597% |
| VT189 | Richford Town, Vermont | 0.3377954850% |
| VT190 | Richmond Town, Vermont | 0.3085809759% |
| VT191 | Ripton Town, Vermont | 0.0402823974% |
| VT192 | Rochester Town, Vermont | 0.1090982129% |
| VT193 | Rockingham Town, Vermont | 0.4824558723% |
| VT194 | Roxbury Town, Vermont | 0.0082557450% |
| VT195 | Royalton Town, Vermont | 0.1989804344% |
| VT196 | Rutland City, Vermont | 6.2978142029% |
| VT197 | Rutland County, Vermont | 1.5426293676% |
| VT198 | Rutland Town, Vermont | 0.3201255637% |
| VT199 | Ryegate Town, Vermont | 0.0515514733% |
| VT200 | Salisbury Town, Vermont | 0.0271468887% |
| VT201 | Sandgate Town, Vermont | 0.0257994435% |
| VT202 | Saxtons River Village, Vermont | 0.0156375408% |
| VT203 | Searsburg Town, Vermont | 0.0118540581% |
| VT204 | Shaftsbury Town, Vermont | 0.0697288490% |
| VT205 | Sharon Town, Vermont | 0.1462910330% |
| VT206 | Sheffield Town, Vermont | 0.0302198071% |
| VT207 | Shelburne Town, Vermont | 0.7838991687% |
| VT208 | Sheldon Town, Vermont | 0.1372817951% |
| VT209 | Shoreham Town, Vermont | 0.0359043216% |
| VT210 | Shrewsbury Town, Vermont | 0.0323893028% |
| VT211 | South Burlington City, Vermont | 4.2811506559% |
| VT212 | South Hero Town, Vermont | 0.0559519744% |
| VT213 | Springfield Town, Vermont | 2.0400160607% |
| VT214 | St Albans Town, Vermont | 0.7155280165% |
| VT215 | St George Town, Vermont | 0.0117419312% |
| VT216 | St Johnsbury Town, Vermont | 1.7171904807% |
| VT217 | St. Albans City, Vermont | 3.9012902759% |
| VT218 | Stamford Town, Vermont | 0.0495075597% |
| VT219 | Stannard Town, Vermont | 0.0017773719% |
| VT220 | Starksboro Town, Vermont | 0.0070056900% |
| VT221 | Stockbridge Town, Vermont | 0.0737654182% |
| VT222 | Stowe Town, Vermont | 0.9395659345% |
| VT223 | Strafford Town, Vermont | 0.0821896740% |
| VT224 | Stratton Town, Vermont | 0.1614672516% |
| VT225 | Sudbury Town, Vermont | 0.0135583873% |
| VT226 | Sunderland Town, Vermont | 0.0341673154% |
| VT227 | Sutton Town, Vermont | 0.0364412494% |
| VT228 | Swanton Town, Vermont | 0.1297936389% |
| VT229 | Swanton Village, Vermont | 0.5715903674% |
| VT230 | Thetford Town, Vermont | 0.2618926073% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|-------|------------------------------|---------------|
| VT231 | Tinmouth Town, Vermont | 0.0120520422% |
| VT232 | Topsham Town, Vermont | 0.0592042959% |
| VT233 | Townshend Town, Vermont | 0.0596585701% |
| VT234 | Troy Town, Vermont | 0.0365988678% |
| VT235 | Underhill Town, Vermont | 0.0897092257% |
| VT236 | Vergennes City, Vermont | 1.4746932678% |
| VT237 | Vernon Town, Vermont | 0.3196917927% |
| VT238 | Vershire Town, Vermont | 0.0006964684% |
| VT239 | Victory Town, Vermont | 0.0095397585% |
| VT240 | Waitsfield Town, Vermont | 0.0485631307% |
| VT241 | Walden Town, Vermont | 0.0071107690% |
| VT242 | Wallingford Town, Vermont | 0.0165710775% |
| VT243 | Waltham Town, Vermont | 0.0201411987% |
| VT244 | Warren Town, Vermont | 0.0480774609% |
| VT245 | Washington County, Vermont | 0.9081281087% |
| VT246 | Washington Town, Vermont | 0.0529360806% |
| VT247 | Waterbury Town, Vermont | 0.4584350821% |
| VT248 | Waterford Town, Vermont | 0.0577729156% |
| VT249 | Waterville Town, Vermont | 0.0004158307% |
| VT250 | Weathersfield Town, Vermont | 0.1692264346% |
| VT251 | Wells River Village, Vermont | 0.1107474397% |
| VT252 | Wells Town, Vermont | 0.0444407043% |
| VT253 | West Burke Village, Vermont | 0.0017773719% |
| VT254 | West Fairlee Town, Vermont | 0.0090547294% |
| VT255 | West Haven Town, Vermont | 0.0090387113% |
| VT256 | West Rutland Town, Vermont | 0.1212713522% |
| VT257 | West Windsor Town, Vermont | 0.0210760168% |
| VT258 | Westfield Town, Vermont | 0.0250965679% |
| VT259 | Westford Town, Vermont | 0.0657557117% |
| VT260 | Westminster Town, Vermont | 0.0752217867% |
| VT261 | Westminster Village, Vermont | 0.0079763888% |
| VT262 | Westmore Town, Vermont | 0.0365988678% |
| VT263 | Weston Town, Vermont | 0.0291344185% |
| VT264 | Weybridge Town, Vermont | 0.0245199151% |
| VT265 | Wheelock Town, Vermont | 0.0222203522% |
| VT266 | Whiting Town, Vermont | 0.0026269736% |
| VT267 | Whitingham Town, Vermont | 0.0901365894% |
| VT268 | Williston Town, Vermont | 1.4048183334% |
| VT269 | Wilmington Town, Vermont | 0.4344700351% |
| VT270 | Windham County, Vermont | 0.7048785219% |
| VT271 | Windham Town, Vermont | 0.0155632167% |
| VT272 | Windsor County, Vermont | 0.7909631647% |
| VT273 | Windsor Town, Vermont | 1.5118803214% |
| VT274 | Winhall Town, Vermont | 0.3772340472% |
| VT275 | Winooski City, Vermont | 1.3620774732% |
| VT276 | Wolcott Town, Vermont | 0.0337047118% |

Allocations are subject to change pursuant to a State-Subdivision Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.

| | | |
|-------|----------------------------|---------------|
| VT277 | Woodbury Town, Vermont | 0.0267099141% |
| VT278 | Woodford Town, Vermont | 0.0383512514% |
| VT279 | Woodstock Town, Vermont | 0.5151181240% |
| VT280 | Woodstock Village, Vermont | 0.3241960913% |
| VT281 | Worcester Town, Vermont | 0.0233102258% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|------|---------------------------------|---------------|
| VA1 | Accomack County, Virginia | 0.3480000000% |
| VA2 | Albemarle County, Virginia | 0.8630000000% |
| VA3 | Alexandria City, Virginia | 1.1620000000% |
| VA4 | Alleghany County, Virginia | 0.2130000000% |
| VA5 | Amelia County, Virginia | 0.1000000000% |
| VA6 | Amherst County, Virginia | 0.2990000000% |
| VA7 | Appomattox County, Virginia | 0.1330000000% |
| VA8 | Arlington County, Virginia | 1.3780000000% |
| VA9 | Augusta County, Virginia | 0.8350000000% |
| VA10 | Bath County, Virginia | 0.0370000000% |
| VA11 | Bedford County, Virginia | 0.7770000000% |
| VA12 | Bland County, Virginia | 0.1470000000% |
| VA13 | Botetourt County, Virginia | 0.3620000000% |
| VA14 | Bristol City, Virginia | 0.4340000000% |
| VA15 | Brunswick County, Virginia | 0.1070000000% |
| VA16 | Buchanan County, Virginia | 0.9290000000% |
| VA17 | Buckingham County, Virginia | 0.1270000000% |
| VA18 | Buena Vista City, Virginia | 0.0780000000% |
| VA19 | Campbell County, Virginia | 0.4560000000% |
| VA20 | Caroline County, Virginia | 0.3180000000% |
| VA21 | Carroll County, Virginia | 0.4400000000% |
| VA22 | Charles City County, Virginia | 0.0730000000% |
| VA23 | Charlotte County, Virginia | 0.1380000000% |
| VA24 | Charlottesville City, Virginia | 0.4630000000% |
| VA25 | Chesapeake City, Virginia | 2.9120000000% |
| VA26 | Chesterfield County, Virginia | 4.0880000000% |
| VA27 | Clarke County, Virginia | 0.1250000000% |
| VA28 | Colonial Heights City, Virginia | 0.2830000000% |
| VA29 | Covington City, Virginia | 0.1000000000% |
| VA30 | Craig County, Virginia | 0.0700000000% |
| VA31 | Culpeper County, Virginia | 0.7900000000% |
| VA32 | Cumberland County, Virginia | 0.1000000000% |
| VA33 | Danville City, Virginia | 0.6370000000% |
| VA34 | Dickenson County, Virginia | 0.9480000000% |
| VA35 | Dinwiddie County, Virginia | 0.1960000000% |
| VA36 | Emporia City, Virginia | 0.0500000000% |
| VA37 | Essex County, Virginia | 0.1010000000% |
| VA38 | Fairfax City, Virginia | 0.2690000000% |
| VA39 | Fairfax County, Virginia | 8.6720000000% |
| VA40 | Falls Church City, Virginia | 0.1020000000% |
| VA41 | Fauquier County, Virginia | 1.2100000000% |
| VA42 | Floyd County, Virginia | 0.1820000000% |
| VA43 | Fluvanna County, Virginia | 0.1940000000% |
| VA44 | Franklin City, Virginia | 0.0790000000% |
| VA45 | Franklin County, Virginia | 0.9540000000% |
| VA46 | Frederick County, Virginia | 1.2770000000% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|------|---------------------------------|---------------|
| VA47 | Fredericksburg City, Virginia | 0.5240000000% |
| VA48 | Galax City, Virginia | 0.1390000000% |
| VA49 | Giles County, Virginia | 0.4090000000% |
| VA50 | Gloucester County, Virginia | 0.4240000000% |
| VA51 | Goochland County, Virginia | 0.2250000000% |
| VA52 | Grayson County, Virginia | 0.2240000000% |
| VA53 | Greene County, Virginia | 0.1780000000% |
| VA54 | Greensville County, Virginia | 0.1240000000% |
| VA55 | Halifax County, Virginia | 0.3530000000% |
| VA56 | Hampton City, Virginia | 1.5380000000% |
| VA57 | Hanover County, Virginia | 1.0790000000% |
| VA58 | Harrisonburg City, Virginia | 0.5230000000% |
| VA59 | Henrico County, Virginia | 4.4730000000% |
| VA60 | Henry County, Virginia | 1.2200000000% |
| VA61 | Highland County, Virginia | 0.0230000000% |
| VA62 | Hopewell City, Virginia | 0.3440000000% |
| VA63 | Isle of Wight County, Virginia | 0.3560000000% |
| VA64 | James City County, Virginia | 0.6120000000% |
| VA65 | King and Queen County, Virginia | 0.0720000000% |
| VA66 | King George County, Virginia | 0.3060000000% |
| VA67 | King William County, Virginia | 0.1780000000% |
| VA68 | Lancaster County, Virginia | 0.1350000000% |
| VA69 | Lee County, Virginia | 0.5560000000% |
| VA70 | Lexington City, Virginia | 0.0930000000% |
| VA71 | Loudoun County, Virginia | 2.5670000000% |
| VA72 | Louisa County, Virginia | 0.4490000000% |
| VA73 | Lunenburg County, Virginia | 0.0880000000% |
| VA74 | Lynchburg City, Virginia | 0.8160000000% |
| VA75 | Madison County, Virginia | 0.1630000000% |
| VA76 | Manassas City, Virginia | 0.4520000000% |
| VA77 | Manassas Park City, Virginia | 0.0950000000% |
| VA78 | Martinsville City, Virginia | 0.4940000000% |
| VA79 | Mathews County, Virginia | 0.0880000000% |
| VA80 | Mecklenburg County, Virginia | 0.3440000000% |
| VA81 | Middlesex County, Virginia | 0.1080000000% |
| VA82 | Montgomery County, Virginia | 1.2050000000% |
| VA83 | Nelson County, Virginia | 0.1470000000% |
| VA84 | New Kent County, Virginia | 0.1560000000% |
| VA85 | Newport News City, Virginia | 2.0470000000% |
| VA86 | Norfolk City, Virginia | 3.3880000000% |
| VA87 | Northampton County, Virginia | 0.1220000000% |
| VA88 | Northumberland County, Virginia | 0.1290000000% |
| VA89 | Norton City, Virginia | 0.1100000000% |
| VA90 | Nottoway County, Virginia | 0.1330000000% |
| VA91 | Orange County, Virginia | 0.6380000000% |
| VA92 | Page County, Virginia | 0.4100000000% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|-------|---------------------------------|---------------|
| VA93 | Patrick County, Virginia | 0.3290000000% |
| VA94 | Petersburg City, Virginia | 0.3950000000% |
| VA95 | Pittsylvania County, Virginia | 0.7500000000% |
| VA96 | Poquoson City, Virginia | 0.1860000000% |
| VA97 | Portsmouth City, Virginia | 1.9370000000% |
| VA98 | Powhatan County, Virginia | 0.2620000000% |
| VA99 | Prince Edward County, Virginia | 0.1900000000% |
| VA100 | Prince George County, Virginia | 0.3510000000% |
| VA101 | Prince William County, Virginia | 3.5560000000% |
| VA102 | Pulaski County, Virginia | 1.0610000000% |
| VA103 | Radford City, Virginia | 0.2470000000% |
| VA104 | Rappahannock County, Virginia | 0.0910000000% |
| VA105 | Richmond City, Virginia | 4.2250000000% |
| VA106 | Richmond County, Virginia | 0.0840000000% |
| VA107 | Roanoke City, Virginia | 1.8590000000% |
| VA108 | Roanoke County, Virginia | 1.4980000000% |
| VA109 | Rockbridge County, Virginia | 0.2350000000% |
| VA110 | Rockingham County, Virginia | 0.6140000000% |
| VA111 | Russell County, Virginia | 1.0640000000% |
| VA112 | Salem City, Virginia | 0.7860000000% |
| VA113 | Scott County, Virginia | 0.4210000000% |
| VA114 | Shenandoah County, Virginia | 0.6600000000% |
| VA115 | Smyth County, Virginia | 0.5920000000% |
| VA116 | Southampton County, Virginia | 0.1370000000% |
| VA117 | Spotsylvania County, Virginia | 1.4170000000% |
| VA118 | Stafford County, Virginia | 1.4430000000% |
| VA119 | Staunton City, Virginia | 0.4400000000% |
| VA120 | Suffolk City, Virginia | 0.7100000000% |
| VA121 | Surry County, Virginia | 0.0580000000% |
| VA122 | Sussex County, Virginia | 0.0810000000% |
| VA123 | Tazewell County, Virginia | 1.6060000000% |
| VA124 | Virginia Beach City, Virginia | 4.8590000000% |
| VA125 | Warren County, Virginia | 0.7660000000% |
| VA126 | Washington County, Virginia | 0.9960000000% |
| VA127 | Waynesboro City, Virginia | 0.3630000000% |
| VA128 | Westmoreland County, Virginia | 0.2230000000% |
| VA129 | Williamsburg City, Virginia | 0.0860000000% |
| VA130 | Winchester City, Virginia | 0.6490000000% |
| VA131 | Wise County, Virginia | 1.7560000000% |
| VA132 | Wythe County, Virginia | 0.6420000000% |
| VA133 | York County, Virginia | 0.5610000000% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|------|------------------------------------|---------------|
| WA1 | Aberdeen City, Washington | 0.2491525333% |
| WA2 | Adams County, Washington | 0.1638732475% |
| WA3 | Anacortes City, Washington | 0.1774962906% |
| WA4 | Arlington City, Washington | 0.2620524080% |
| WA5 | Asotin County, Washington | 0.4694498386% |
| WA6 | Auburn City, Washington | 0.3251297029% |
| WA7 | Bainbridge Island City, Washington | 0.1364686014% |
| WA8 | Battle Ground City, Washington | 0.1384729857% |
| WA9 | Bellevue City, Washington | 1.1300592573% |
| WA10 | Bellingham City, Washington | 0.8978614577% |
| WA11 | Benton County, Washington | 1.4848831892% |
| WA12 | Bonney Lake City, Washington | 0.1190773864% |
| WA13 | Bothell City, Washington | 0.4476161304% |
| WA14 | Bremerton City, Washington | 0.6193374389% |
| WA15 | Burien City, Washington | 0.0270962921% |
| WA16 | Burlington City, Washington | 0.1146861661% |
| WA17 | Camas City, Washington | 0.2691592724% |
| WA18 | Centralia City, Washington | 0.1909990353% |
| WA19 | Chelan County, Washington | 0.7434914485% |
| WA20 | Cheney City, Washington | 0.1238454349% |
| WA21 | Clallam County, Washington | 1.3076983401% |
| WA22 | Clark County, Washington | 4.5149775326% |
| WA23 | Columbia County, Washington | 0.0561699537% |
| WA24 | Covington City, Washington | 0.0118134406% |
| WA25 | Cowlitz County, Washington | 1.7226945990% |
| WA26 | Des Moines City, Washington | 0.1179764526% |
| WA27 | Douglas County, Washington | 0.3932175175% |
| WA28 | East Wenatchee City, Washington | 0.0799810865% |
| WA29 | Edgewood City, Washington | 0.0048016791% |
| WA30 | Edmonds City, Washington | 0.3058936009% |
| WA31 | Ellensburg City, Washington | 0.0955824915% |
| WA32 | Enumclaw City, Washington | 0.0537768326% |
| WA33 | Everett City, Washington | 1.9258363241% |
| WA34 | Federal Way City, Washington | 0.3061452240% |
| WA35 | Ferndale City, Washington | 0.0646101891% |
| WA36 | Ferry County, Washington | 0.1153487994% |
| WA37 | Fife City, Washington | 0.1955185481% |
| WA38 | Franklin County, Washington | 0.3361237144% |
| WA39 | Garfield County, Washington | 0.0321982209% |
| WA40 | Gig Harbor City, Washington | 0.0859963345% |
| WA41 | Grandview City, Washington | 0.0530606109% |
| WA42 | Grant County, Washington | 0.9932572167% |
| WA43 | Grays Harbor County, Washington | 0.9992429138% |
| WA44 | Island County, Washington | 0.6820422610% |
| WA45 | Issaquah City, Washington | 0.1876240107% |
| WA46 | Jefferson County, Washington | 0.4417137380% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|------|------------------------------------|----------------|
| WA47 | Kelso City, Washington | 0.1331145270% |
| WA48 | Kenmore City, Washington | 0.0204441024% |
| WA49 | Kennewick City, Washington | 0.5415650564% |
| WA50 | Kent City, Washington | 0.5377397676% |
| WA51 | King County, Washington | 13.9743722662% |
| WA52 | Kirkland City, Washington | 0.5453525246% |
| WA53 | Kitsap County, Washington | 2.6294133668% |
| WA54 | Kittitas County, Washington | 0.3855704683% |
| WA55 | Klickitat County, Washington | 0.2211673457% |
| WA56 | Lacey City, Washington | 0.2348627221% |
| WA57 | Lake Forest Park City, Washington | 0.0525439124% |
| WA58 | Lake Stevens City, Washington | 0.1385202891% |
| WA59 | Lakewood City, Washington | 0.5253640894% |
| WA60 | Lewis County, Washington | 1.0777377479% |
| WA61 | Liberty Lake City, Washington | 0.0389636519% |
| WA62 | Lincoln County, Washington | 0.1712669645% |
| WA63 | Longview City, Washington | 0.6162736905% |
| WA64 | Lynden City, Washington | 0.0827115612% |
| WA65 | Lynnwood City, Washington | 0.7704629214% |
| WA66 | Maple Valley City, Washington | 0.0093761587% |
| WA67 | Marysville City, Washington | 0.3945067827% |
| WA68 | Mason County, Washington | 0.8089918012% |
| WA69 | Mercer Island City, Washington | 0.1751797481% |
| WA70 | Mill Creek City, Washington | 0.1227939546% |
| WA71 | Monroe City, Washington | 0.1771621898% |
| WA72 | Moses Lake City, Washington | 0.2078293909% |
| WA73 | Mount Vernon City, Washington | 0.2801063665% |
| WA74 | Mountlake Terrace City, Washington | 0.2108935805% |
| WA75 | Mukilteo City, Washington | 0.2561790702% |
| WA76 | Newcastle City, Washington | 0.0033117880% |
| WA77 | Oak Harbor City, Washington | 0.2511550431% |
| WA78 | Okanogan County, Washington | 0.6145043345% |
| WA79 | Olympia City, Washington | 0.6039423385% |
| WA80 | Pacific County, Washington | 0.4895416466% |
| WA81 | Pasco City, Washington | 0.4278056066% |
| WA82 | Pend Oreille County, Washington | 0.2566374940% |
| WA83 | Pierce County, Washington | 7.2310164020% |
| WA84 | Port Angeles City, Washington | 0.4598370527% |
| WA85 | Port Orchard City, Washington | 0.1009497162% |
| WA86 | Poulsbo City, Washington | 0.0773748246% |
| WA87 | Pullman City, Washington | 0.2214837491% |
| WA88 | Puyallup City, Washington | 0.3845704814% |
| WA89 | Redmond City, Washington | 0.4839486007% |
| WA90 | Renton City, Washington | 0.7652626920% |
| WA91 | Richland City, Washington | 0.4756779517% |
| WA92 | Sammamish City, Washington | 0.0224369090% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|-------|-----------------------------------|---------------|
| WA93 | San Juan County, Washington | 0.2101495171% |
| WA94 | Seatac City, Washington | 0.1481551278% |
| WA95 | Seattle City, Washington | 6.6032403816% |
| WA96 | Sedro-Woolley City, Washington | 0.0661146351% |
| WA97 | Shelton City, Washington | 0.1239179888% |
| WA98 | Shoreline City, Washington | 0.0435834501% |
| WA99 | Skagit County, Washington | 1.0526023961% |
| WA100 | Skamania County, Washington | 0.1631931925% |
| WA101 | Snohomish City, Washington | 0.0861097964% |
| WA102 | Snohomish County, Washington | 6.9054415622% |
| WA103 | Snoqualmie City, Washington | 0.0649164481% |
| WA104 | Spokane City, Washington | 3.0872078287% |
| WA105 | Spokane County, Washington | 5.5623859292% |
| WA106 | Spokane Valley City, Washington | 0.0684217500% |
| WA107 | Stevens County, Washington | 0.7479240179% |
| WA108 | Sumner City, Washington | 0.1083157569% |
| WA109 | Sunnyside City, Washington | 0.1213478384% |
| WA110 | Tacoma City, Washington | 3.2816374617% |
| WA111 | Thurston County, Washington | 2.3258492094% |
| WA112 | Tukwila City, Washington | 0.3032205739% |
| WA113 | Tumwater City, Washington | 0.2065982350% |
| WA114 | University Place City, Washington | 0.0353733363% |
| WA115 | Vancouver City, Washington | 1.7306605325% |
| WA116 | Wahkiakum County, Washington | 0.0596582197% |
| WA117 | Walla Walla City, Washington | 0.3140768654% |
| WA118 | Walla Walla County, Washington | 0.5543870294% |
| WA119 | Washougal City, Washington | 0.1279328220% |
| WA120 | Wenatchee City, Washington | 0.2968333494% |
| WA121 | West Richland City, Washington | 0.0459360490% |
| WA122 | Whatcom County, Washington | 1.3452637306% |
| WA123 | Whitman County, Washington | 0.2626805837% |
| WA124 | Woodinville City, Washington | 0.0185516364% |
| WA125 | Yakima City, Washington | 0.6060410539% |
| WA126 | Yakima County, Washington | 1.9388392959% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|------|--------------------------------|---------------|
| WI1 | Adams County, Wisconsin | 0.3539826114% |
| WI2 | Allouez Village, Wisconsin | 0.0364065509% |
| WI3 | Appleton City, Wisconsin | 0.4114667620% |
| WI4 | Ashland County, Wisconsin | 0.2432046157% |
| WI5 | Ashwaubenon Village, Wisconsin | 0.1072921122% |
| WI6 | Baraboo City, Wisconsin | 0.1003738008% |
| WI7 | Barron County, Wisconsin | 0.5168889754% |
| WI8 | Bayfield County, Wisconsin | 0.1340780272% |
| WI9 | Beaver Dam City, Wisconsin | 0.0944057751% |
| WI10 | Bellevue Village, Wisconsin | 0.0229516847% |
| WI11 | Beloit City, Wisconsin | 0.3512027602% |
| WI12 | Brookfield City, Wisconsin | 0.4764355795% |
| WI13 | Brown County, Wisconsin | 2.1876273593% |
| WI14 | Brown Deer Village, Wisconsin | 0.1707529831% |
| WI15 | Buffalo County, Wisconsin | 0.1363182508% |
| WI16 | Burlington City, Wisconsin | 0.0610872500% |
| WI17 | Burnett County, Wisconsin | 0.2421334915% |
| WI18 | Caledonia Village, Wisconsin | 0.1678125237% |
| WI19 | Calumet County, Wisconsin | 0.2999279099% |
| WI20 | Cedarburg City, Wisconsin | 0.0587213575% |
| WI21 | Chippewa County, Wisconsin | 0.6072501596% |
| WI22 | Chippewa Falls City, Wisconsin | 0.1274926861% |
| WI23 | Clark County, Wisconsin | 0.2828726816% |
| WI24 | Columbia County, Wisconsin | 1.0633436366% |
| WI25 | Crawford County, Wisconsin | 0.2112650675% |
| WI26 | Cudahy City, Wisconsin | 0.1964932941% |
| WI27 | Dane County, Wisconsin | 5.7548120228% |
| WI28 | De Pere City, Wisconsin | 0.1071379443% |
| WI29 | Deforest Village, Wisconsin | 0.0446194695% |
| WI30 | Dodge County, Wisconsin | 1.2449899653% |
| WI31 | Door County, Wisconsin | 0.3054080730% |
| WI32 | Douglas County, Wisconsin | 0.3997675574% |
| WI33 | Dunn County, Wisconsin | 0.3969720077% |
| WI34 | Eau Claire City, Wisconsin | 0.5243168859% |
| WI35 | Eau Claire County, Wisconsin | 0.7687161212% |
| WI36 | Elkhorn City, Wisconsin | 0.0421618814% |
| WI37 | Fitchburg City, Wisconsin | 0.1511282642% |
| WI38 | Florence County, Wisconsin | 0.0575922694% |
| WI39 | Fond Du Lac City, Wisconsin | 0.2676816361% |
| WI40 | Fond Du Lac County, Wisconsin | 1.0148434047% |
| WI41 | Forest County, Wisconsin | 0.1369374982% |
| WI42 | Fort Atkinson City, Wisconsin | 0.0545524663% |
| WI43 | Franklin City, Wisconsin | 0.3508530448% |
| WI44 | Germantown Village, Wisconsin | 0.1378229770% |
| WI45 | Glendale City, Wisconsin | 0.2083465860% |
| WI46 | Grafton Village, Wisconsin | 0.0630876480% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|------|--|---------------|
| WI47 | Grand Chute Town, Wisconsin | 0.0981532206% |
| WI48 | Grant County, Wisconsin | 0.4925137943% |
| WI49 | Green Bay City, Wisconsin | 0.6017431882% |
| WI50 | Green County, Wisconsin | 0.4453202454% |
| WI51 | Green Lake County, Wisconsin | 0.3030758318% |
| WI52 | Greendale Village, Wisconsin | 0.1593105907% |
| WI53 | Greenfield City, Wisconsin | 0.3698346866% |
| WI54 | Greenville Town, Wisconsin | 0.0065174750% |
| WI55 | Harrison Village, Wisconsin | 0.0499494900% |
| WI56 | Hartford City, Wisconsin | 0.1646219340% |
| WI57 | Hobart Village, Wisconsin | 0.0161664488% |
| WI58 | Holmen Village, Wisconsin | 0.0200422199% |
| WI59 | Howard Village, Wisconsin | 0.0347231027% |
| WI60 | Hudson City, Wisconsin | 0.0917895108% |
| WI61 | Iowa County, Wisconsin | 0.3016718982% |
| WI62 | Iron County, Wisconsin | 0.0664646881% |
| WI63 | Jackson County, Wisconsin | 0.2549817495% |
| WI64 | Janesville City, Wisconsin | 0.4390034703% |
| WI65 | Jefferson County, Wisconsin | 0.9828345413% |
| WI66 | Juneau County, Wisconsin | 0.4738086080% |
| WI67 | Kaukauna City, Wisconsin | 0.0775435182% |
| WI68 | Kenosha City, Wisconsin | 1.0992665916% |
| WI69 | Kenosha County, Wisconsin | 2.7422496145% |
| WI70 | Kewaunee County, Wisconsin | 0.1687551613% |
| WI71 | La Crosse City, Wisconsin | 0.3964917930% |
| WI72 | La Crosse County, Wisconsin | 1.2899921574% |
| WI73 | Lafayette County, Wisconsin | 0.1453833994% |
| WI74 | Langlade County, Wisconsin | 0.3381358495% |
| WI75 | Lincoln County, Wisconsin | 0.3782885578% |
| WI76 | Lisbon Town, Waukesha County, Wisconsin | 0.0279870555% |
| WI77 | Little Chute Village, Wisconsin | 0.0624518969% |
| WI78 | Madison City, Wisconsin | 2.5036464454% |
| WI79 | Manitowoc City, Wisconsin | 0.3724323541% |
| WI80 | Manitowoc County, Wisconsin | 1.0133686264% |
| WI81 | Marathon County, Wisconsin | 1.1626658759% |
| WI82 | Marinette City, Wisconsin | 0.0726524131% |
| WI83 | Marinette County, Wisconsin | 0.4719162483% |
| WI84 | Marquette County, Wisconsin | 0.2667411722% |
| WI85 | Marshfield City, Wisconsin | 0.1135613891% |
| WI86 | Menasha City, Wisconsin | 0.1388231760% |
| WI87 | Menominee County, Wisconsin | 0.0863820442% |
| WI88 | Menomonee Falls Village, Wisconsin | 0.3634031913% |
| WI89 | Menomonie City, Wisconsin | 0.0817211845% |
| WI90 | Mequon City, Wisconsin | 0.1095235606% |
| WI91 | Middleton City, Wisconsin | 0.1145855787% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|-------|-------------------------------------|----------------|
| WI92 | Milwaukee City, Wisconsin | 9.1159131069% |
| WI93 | Milwaukee County, Wisconsin | 16.4028742863% |
| WI94 | Monroe City, Wisconsin | 0.0594074245% |
| WI95 | Monroe County, Wisconsin | 0.7090799004% |
| WI96 | Mount Pleasant Village, Wisconsin | 0.2651329964% |
| WI97 | Muskego City, Wisconsin | 0.1651741204% |
| WI98 | Neenah City, Wisconsin | 0.1941360157% |
| WI99 | New Berlin City, Wisconsin | 0.3772201708% |
| WI100 | Oak Creek City, Wisconsin | 0.3762235945% |
| WI101 | Oconomowoc City, Wisconsin | 0.1405908329% |
| WI102 | Oconto County, Wisconsin | 0.3635521263% |
| WI103 | Onalaska City, Wisconsin | 0.0774998037% |
| WI104 | Oneida County, Wisconsin | 0.5696290238% |
| WI105 | Oregon Village, Wisconsin | 0.0401542379% |
| WI106 | Oshkosh City, Wisconsin | 0.4203192154% |
| WI107 | Outagamie County, Wisconsin | 1.3944066849% |
| WI108 | Ozaukee County, Wisconsin | 0.8258009651% |
| WI109 | Pepin County, Wisconsin | 0.0598605088% |
| WI110 | Pewaukee City, Wisconsin | 0.1440703565% |
| WI111 | Pierce County, Wisconsin | 0.3481187596% |
| WI112 | Platteville City, Wisconsin | 0.0459707525% |
| WI113 | Pleasant Prairie Village, Wisconsin | 0.1344307213% |
| WI114 | Plover Village, Wisconsin | 0.0446643110% |
| WI115 | Polk County, Wisconsin | 0.4931608967% |
| WI116 | Port Washington City, Wisconsin | 0.0637185687% |
| WI117 | Portage City, Wisconsin | 0.1006063809% |
| WI118 | Portage County, Wisconsin | 0.5836747191% |
| WI119 | Price County, Wisconsin | 0.1610607779% |
| WI120 | Racine City, Wisconsin | 1.0092007012% |
| WI121 | Racine County, Wisconsin | 1.9065713624% |
| WI122 | Richfield Village, Wisconsin | 0.0186662217% |
| WI123 | Richland County, Wisconsin | 0.2356572352% |
| WI124 | River Falls City, Wisconsin | 0.0877693936% |
| WI125 | Rock County, Wisconsin | 2.3992005209% |
| WI126 | Rusk County, Wisconsin | 0.1716256616% |
| WI127 | Salem Lake Village, Wisconsin | 0.0405320497% |
| WI128 | Sauk County, Wisconsin | 1.2267818193% |
| WI129 | Sawyer County, Wisconsin | 0.2791850516% |
| WI130 | Shawano County, Wisconsin | 0.4526477657% |
| WI131 | Sheboygan City, Wisconsin | 0.3650322984% |
| WI132 | Sheboygan County, Wisconsin | 1.1603077120% |
| WI133 | Shorewood Village, Wisconsin | 0.1285372436% |
| WI134 | South Milwaukee City, Wisconsin | 0.2175909397% |
| WI135 | St Croix County, Wisconsin | 0.7889227331% |
| WI136 | Stevens Point City, Wisconsin | 0.1603264883% |
| WI137 | Stoughton City, Wisconsin | 0.0636622954% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|-------|--|---------------|
| WI138 | Sturtevant Village, Wisconsin | 0.0411526658% |
| WI139 | Suamico Village, Wisconsin | 0.0245580893% |
| WI140 | Sun Prairie City, Wisconsin | 0.1451363284% |
| WI141 | Superior City, Wisconsin | 0.1995624012% |
| WI142 | Sussex Village, Wisconsin | 0.0294999128% |
| WI143 | Taylor County, Wisconsin | 0.1716812103% |
| WI144 | The Village of Fox Crossing Town, Wisconsin | 0.0686441301% |
| WI145 | Trempealeau County, Wisconsin | 0.3459854472% |
| WI146 | Two Rivers City, Wisconsin | 0.1321281061% |
| WI147 | Union Grove Village, Wisconsin | 0.0164475736% |
| WI148 | Vernon County, Wisconsin | 0.3487603876% |
| WI149 | Verona City, Wisconsin | 0.0648935449% |
| WI150 | Vilas County, Wisconsin | 0.5066046531% |
| WI151 | Walworth County, Wisconsin | 1.6010359299% |
| WI152 | Washburn County, Wisconsin | 0.2002270537% |
| WI153 | Washington County, Wisconsin | 1.5480789194% |
| WI154 | Watertown City, Wisconsin | 0.1250321998% |
| WI155 | Waukesha City, Wisconsin | 0.7603151420% |
| WI156 | Waukesha County, Wisconsin | 4.0465495927% |
| WI157 | Waunakee Village, Wisconsin | 0.0434539124% |
| WI158 | Waupaca County, Wisconsin | 0.6558379814% |
| WI159 | Waupun City, Wisconsin | 0.0414414386% |
| WI160 | Wausau City, Wisconsin | 0.1590274533% |
| WI161 | Waushara County, Wisconsin | 0.2497979268% |
| WI162 | Wauwatosa City, Wisconsin | 0.7022606912% |
| WI163 | West Allis City, Wisconsin | 0.8584898575% |
| WI164 | West Bend City, Wisconsin | 0.2859199717% |
| WI165 | Weston Village, Wisconsin | 0.0363732217% |
| WI166 | Whitefish Bay Village, Wisconsin | 0.1209363270% |
| WI167 | Whitewater City, Wisconsin | 0.0747939370% |
| WI168 | Winnebago County, Wisconsin | 1.5366593101% |
| WI169 | Wisconsin Rapids City, Wisconsin | 0.1121055295% |
| WI170 | Wood County, Wisconsin | 0.6892411981% |
| WI171 | Yorkville Town, Wisconsin | 0.0046680247% |

**Allocations are subject to change pursuant to a State-Subdivision
Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution.**

| | | |
|------|-----------------------------|----------------|
| WY1 | Albany County, Wyoming | 1.6329876137% |
| WY2 | Big Horn County, Wyoming | 3.0324432485% |
| WY3 | Campbell County, Wyoming | 4.4393335213% |
| WY4 | Carbon County, Wyoming | 3.6968556043% |
| WY5 | Casper City, Wyoming | 7.3503611059% |
| WY6 | Cheyenne City, Wyoming | 1.2286265328% |
| WY7 | Converse County, Wyoming | 1.8962432493% |
| WY8 | Crook County, Wyoming | 0.5448669885% |
| WY9 | Evanston City, Wyoming | 1.9702405199% |
| WY10 | Fremont County, Wyoming | 6.7374838437% |
| WY11 | Gillette City, Wyoming | 1.7410635670% |
| WY12 | Goshen County, Wyoming | 1.6361202905% |
| WY13 | Green River City, Wyoming | 0.6122218672% |
| WY14 | Hot Springs County, Wyoming | 0.8557309329% |
| WY15 | Jackson Town, Wyoming | 0.5598544963% |
| WY16 | Johnson County, Wyoming | 0.9322427236% |
| WY17 | Laramie City, Wyoming | 3.4181078811% |
| WY18 | Laramie County, Wyoming | 15.5855269922% |
| WY19 | Lincoln County, Wyoming | 3.1228011914% |
| WY20 | Natrona County, Wyoming | 7.9000169472% |
| WY21 | Niobrara County, Wyoming | 0.1540280861% |
| WY22 | Park County, Wyoming | 5.7964268009% |
| WY23 | Platte County, Wyoming | 1.7507027157% |
| WY24 | Riverton City, Wyoming | 1.2744483314% |
| WY25 | Rock Springs City, Wyoming | 1.5261479738% |
| WY26 | Sheridan City, Wyoming | 0.3405187102% |
| WY27 | Sheridan County, Wyoming | 3.9149494912% |
| WY28 | Sublette County, Wyoming | 0.7136740477% |
| WY29 | Sweetwater County, Wyoming | 7.6391306020% |
| WY30 | Teton County, Wyoming | 1.3290900349% |
| WY31 | Uinta County, Wyoming | 4.3911508108% |
| WY32 | Washakie County, Wyoming | 1.5007597928% |
| WY33 | Weston County, Wyoming | 0.7758434851% |

EXHIBIT H

Participation Tier Determination¹

| Participation Tier² | Number of Settling States as of the Reference Date (or as of the Payment Date, beginning in Payment Year 3)³ | Percentage of Litigating Subdivisions in Settling States that are Participating Subdivisions and/or Subdivisions Subject to a Bar, Case-Specific Resolution, or Settlement Class Resolution in effect as of the Reference Date (or as of the Payment Date, beginning in Payment Year 3)^{4,5} ("Percentage of Litigating Subdivisions") | Percentage of Primary Subdivisions that are Non-Litigating Subdivisions in Settling States that are Participating Subdivisions and/or Subdivisions Subject to a Bar, Case-Specific Resolution, or Settlement Class Resolution in effect as of the Reference Date (or as of the Payment Date, beginning in Payment Year 3) ("Percentage of Non-Litigating Subdivisions") |
|---------------------------------------|--|--|--|
| 1 | 44 out of 49 | 95% | 90% (Primary Subdivisions only) |
| 2 | 45 out of 49 | 96% | 96% (Primary Subdivisions only) |
| 3 | 46 out of 49 | 97% | 97% (Primary Subdivisions only) |
| 4 | 48 out of 49 | 98% | 97% (Primary Subdivisions only) |

¹ For the avoidance of doubt, the determinations that a sufficient number of states have agreed to be Settling States and there has been sufficient resolution of the Claims of the Litigating Subdivisions in the Settling States as described in the preamble, Section II.A and Section VIII.A remain in the sole discretion of the Settling Distributors.

² In order to qualify for the relevant tier, the minimum amounts listed in each of the "Number of Settling States," "Percentage of Litigating Subdivisions," and "Percentage of Non-Litigating Primary Subdivisions" columns must be met or surpassed.

³ For the sole purpose of the Participation Tier determination under this Exhibit H, the States used to calculate each criterion (including the Percentage of Litigating Subdivisions and Percentage of Non-Litigating Subdivisions) will include each of the 50 states in the United States, except West Virginia, for a total of 49 states. For the avoidance of doubt, notwithstanding the definition of "State" in Section I.TTT or Exhibit F, neither Washington, D.C., nor any territory of the United States will be included for purposes of determining the participation tier under this Exhibit H.

⁴ School Districts, Health Districts, Hospital Districts, Library Districts and Fire Districts that satisfy the definition of Litigating Subdivision will be included for purposes of determining the Percentage of Litigating Subdivisions. These categories of Special District shall have their population measured as set forth in Section XIV.B. Any other Special Districts that satisfy the definition of Litigating Subdivisions will not be included for purposes of calculating the Participation Tier.

The Percentage of Litigating Subdivisions and Percentage of Non-Litigating Primary Subdivisions will be calculated as follows: each Litigating Subdivision and each Non-Litigating Subdivision in the 49 states used to calculate the Participation Tier will be assigned a metric reflecting both population and severity (the "Population-Severity Metric"). The Population-Severity Metric shall be the Subdivision's population plus the Subdivision's population multiplied by the severity factor for the State of the Subdivision (the severity factors for each State are attached as Exhibit X hereto) and then divided in two, thus giving fifty percent (50%) weight to each of population and population multiplied by the severity factor. The denominator for each Percentage shall be the sum total of the Population-Severity Metric for all the Subdivisions in the relevant category (Litigating Subdivisions or Non-Litigating Primary Subdivisions) in the Settling States, notwithstanding that persons may be included within the population (and therefore the Population-Severity Metric) of more than one Subdivision. The numerator will be the sum total of the Population-Severity Metrics of all Subdivisions in the relevant category of Subdivision (*i.e.*, Litigating Subdivisions or Non-Litigating Subdivisions that are also Primary Subdivisions) in the Settling States that are either Participating Subdivisions or are subject to a Bar, Case-Specific Resolution, or Settlement Class Resolution, notwithstanding that persons may be included within the population of more than one Subdivision. An

individual Litigating Subdivision shall not be included more than once in the numerator, and shall not be included more than once in the denominator, of the calculation regardless if it (or any of its officials) is named as multiple plaintiffs in the same lawsuit; *provided, however*, that for the avoidance of doubt, no Litigating Subdivision will be excluded from the numerator or denominator under this sentence unless a Litigating Subdivision otherwise counted in the denominator has the authority to release the Claims (consistent with Section XI) of the Litigating Subdivision to be excluded.

For the avoidance of doubt, Subdivisions in Non-Settling States are excluded from both the denominator and numerator of the calculations for the Percentage of Litigating Subdivisions and Percentage of Non-Litigating Primary Subdivisions.

- ⁵ During the period when the Participation Tier is redetermined annually, Later Participating Subdivisions described in Section VII.E.3 or Section VII.E.4 shall not be included as Participating Subdivisions, and for Subdivisions subject to a Bar, Case-Specific Resolution, or Settlement Class Resolution to be included, the Bar, Case-Specific Resolution, or Settlement Class Resolution must have been in effect both as of the relevant Payment Date and for the entire period since the prior Payment Date.

EXHIBIT I

Primary Subdivisions¹⁶

| | | | | | |
|-----|------------------------------|-----|--------------------------------|------|--|
| 1. | Alabaster city, Alabama * | 45. | Prattville city, Alabama * | 90. | Henry County, Alabama |
| 2. | Auburn city, Alabama * | 46. | Russell County, Alabama * | 91. | Homewood city, Alabama |
| 3. | Autauga County, Alabama * | 47. | Shelby County, Alabama * | 92. | Hueytown city, Alabama |
| 4. | Baldwin County, Alabama * | 48. | St. Clair County, Alabama * | 93. | Irondale city, Alabama |
| 5. | Birmingham city, Alabama * | 49. | Talladega County, Alabama * | 94. | Jacksonville city, Alabama |
| 6. | Blount County, Alabama * | 50. | Tallapoosa County, Alabama * | 95. | Jasper city, Alabama |
| 7. | Calhoun County, Alabama * | 51. | Tuscaloosa city, Alabama * | 96. | Lamar County, Alabama |
| 8. | Chambers County, Alabama * | 52. | Tuscaloosa County, Alabama * | 97. | Leeds city, Alabama |
| 9. | Chilton County, Alabama * | | | 98. | Macon County, Alabama |
| 10. | Coffee County, Alabama * | 53. | Vestavia Hills city, Alabama * | 99. | Marengo County, Alabama |
| 11. | Colbert County, Alabama * | 54. | Walker County, Alabama * | 100. | Marion County, Alabama |
| 12. | Covington County, Alabama * | 55. | Albertville city, Alabama | 101. | Millbrook city, Alabama |
| 13. | Cullman County, Alabama * | 56. | Alexander City city, Alabama | 102. | Monroe County, Alabama |
| 14. | Dale County, Alabama * | 57. | Anniston city, Alabama | 103. | Moody city, Alabama |
| 15. | Dallas County, Alabama * | 58. | Athens city, Alabama | 104. | Mountain Brook city, Alabama |
| 16. | Decatur city, Alabama * | 59. | Barbour County, Alabama | | |
| 17. | DeKalb County, Alabama * | 60. | Bessemer city, Alabama | 105. | Muscle Shoals city, Alabama |
| 18. | Dothan city, Alabama * | 61. | Bibb County, Alabama | 106. | Northport city, Alabama |
| 19. | Elmore County, Alabama * | 62. | Bullock County, Alabama | 107. | Oxford city, Alabama |
| 20. | Escambia County, Alabama * | 63. | Butler County, Alabama | 108. | Ozark city, Alabama |
| 21. | Etowah County, Alabama * | 64. | Calera city, Alabama | 109. | Pelham city, Alabama |
| 22. | Florence city, Alabama * | 65. | Center Point city, Alabama | 110. | Pell City city, Alabama |
| 23. | Franklin County, Alabama * | 66. | Chelsea city, Alabama | 111. | Pickens County, Alabama |
| 24. | Gadsden city, Alabama * | 67. | Cherokee County, Alabama | 112. | Pike Road town, Alabama |
| 25. | Hoover city, Alabama * | 68. | Choctaw County, Alabama | 113. | Prichard city, Alabama |
| 26. | Houston County, Alabama * | 69. | Clarke County, Alabama | 114. | Randolph County, Alabama |
| 27. | Huntsville city, Alabama * | 70. | Clay County, Alabama | 115. | Saraland city, Alabama |
| 28. | Jackson County, Alabama * | 71. | Cleburne County, Alabama | 116. | Scottsboro city, Alabama |
| 29. | Jefferson County, Alabama * | 72. | Conecuh County, Alabama | 117. | Selma city, Alabama |
| 30. | Lauderdale County, Alabama * | 73. | Coosa County, Alabama | 118. | Sumter County, Alabama |
| | | 74. | Crenshaw County, Alabama | 119. | Sylacauga city, Alabama |
| 31. | Lawrence County, Alabama * | 75. | Cullman city, Alabama | 120. | Talladega city, Alabama |
| 32. | Lee County, Alabama * | 76. | Daphne city, Alabama | 121. | Troy city, Alabama |
| 33. | Limestone County, Alabama * | 77. | Enterprise city, Alabama | 122. | Trussville city, Alabama |
| 34. | Madison city, Alabama * | 78. | Eufaula city, Alabama | 123. | Washington County, Alabama |
| 35. | Madison County, Alabama * | 79. | Fairfield city, Alabama | 124. | Wilcox County, Alabama |
| 36. | Marshall County, Alabama * | 80. | Fairhope city, Alabama | 125. | Winston County, Alabama |
| 37. | Mobile city, Alabama * | 81. | Fayette County, Alabama | 126. | Anchorage municipality, Alaska * |
| 38. | Mobile County, Alabama * | 82. | Foley city, Alabama | | |
| 39. | Montgomery city, Alabama * | 83. | Fort Payne city, Alabama | 127. | Fairbanks city, Alaska * |
| 40. | Montgomery County, Alabama * | 84. | Gardendale city, Alabama | 128. | Fairbanks North Star Borough, Alaska * |
| | | 85. | Geneva County, Alabama | | |
| 41. | Morgan County, Alabama * | 86. | Gulf Shores city, Alabama | 129. | Juneau city and borough, Alaska * |
| 42. | Opelika city, Alabama * | 87. | Hale County, Alabama | | |
| 43. | Phenix City city, Alabama * | 88. | Hartselle city, Alabama | 130. | Kenai Peninsula Borough, Alaska * |
| 44. | Pike County, Alabama * | 89. | Helena city, Alabama | | |

¹⁶ Entities denoted with an asterisk (*) indicate a population of greater than 30,000 for purposes of the definition of Primary Subdivision as it relates to Incentive Payment C.

| | | | | | |
|------|-------------------------------------|------|------------------------------------|------|-----------------------------------|
| 131. | Matanuska-Susitna Borough, Alaska * | 180. | Coolidge city, Arizona | 230. | Ashley County, Arkansas |
| 132. | Ketchikan Gateway Borough, Alaska | 181. | Cottonwood city, Arizona | 231. | Batesville city, Arkansas |
| 133. | Kodiak Island Borough, Alaska | 182. | Douglas city, Arizona | 232. | Bella Vista city, Arkansas |
| 134. | Wasilla city, Alaska | 183. | Eloy city, Arizona | 233. | Blytheville city, Arkansas |
| 135. | Apache County, Arizona * | 184. | Florence town, Arizona | 234. | Bradley County, Arkansas |
| 136. | Apache Junction city, Arizona * | 185. | Fountain Hills town, Arizona | 235. | Bryant city, Arkansas |
| 137. | Avondale city, Arizona * | 186. | La Paz County, Arizona | 236. | Cabot city, Arkansas |
| 138. | Buckeye city, Arizona * | 187. | Nogales city, Arizona | 237. | Camden city, Arkansas |
| 139. | Bullhead City city, Arizona * | 188. | Paradise Valley town, Arizona | 238. | Carroll County, Arkansas |
| 140. | Casa Grande city, Arizona * | 189. | Payson town, Arizona | 239. | Centerton city, Arkansas |
| 141. | Chandler city, Arizona * | 190. | Sedona city, Arizona | 240. | Chicot County, Arkansas |
| 142. | Cochise County, Arizona * | 191. | Show Low city, Arizona | 241. | Clark County, Arkansas |
| 143. | Coconino County, Arizona * | 192. | Somerton city, Arizona | 242. | Clay County, Arkansas |
| 144. | El Mirage city, Arizona * | 193. | Baxter County, Arkansas * | 243. | Cleburne County, Arkansas |
| 145. | Flagstaff city, Arizona * | 194. | Benton city, Arkansas * | 244. | Columbia County, Arkansas |
| 146. | Gila County, Arizona * | 195. | Benton County, Arkansas * | 245. | Conway County, Arkansas |
| 147. | Gilbert town, Arizona * | 196. | Bentonville city, Arkansas * | 246. | Cross County, Arkansas |
| 148. | Glendale city, Arizona * | 197. | Boone County, Arkansas * | 247. | Desha County, Arkansas |
| 149. | Goodyear city, Arizona * | 198. | Conway city, Arkansas * | 248. | Drew County, Arkansas |
| 150. | Graham County, Arizona * | 199. | Craighead County, Arkansas * | 249. | El Dorado city, Arkansas |
| 151. | Kingman city, Arizona * | 200. | Crawford County, Arkansas * | 250. | Forrest City city, Arkansas |
| 152. | Lake Havasu City city, Arizona * | 201. | Crittenden County, Arkansas * | 251. | Franklin County, Arkansas |
| 153. | Marana town, Arizona * | 202. | Faulkner County, Arkansas * | 252. | Fulton County, Arkansas |
| 154. | Maricopa city, Arizona * | 203. | Fayetteville city, Arkansas * | 253. | Grant County, Arkansas |
| 155. | Maricopa County, Arizona * | 204. | Fort Smith city, Arkansas * | 254. | Harrison city, Arkansas |
| 156. | Mesa city, Arizona * | 205. | Garland County, Arkansas * | 255. | Helena-West Helena city, Arkansas |
| 157. | Mohave County, Arizona * | 206. | Greene County, Arkansas * | 256. | Hempstead County, Arkansas |
| 158. | Navajo County, Arizona * | 207. | Hot Spring County, Arkansas * | 257. | Howard County, Arkansas |
| 159. | Oro Valley town, Arizona * | 208. | Hot Springs city, Arkansas * | 258. | Izard County, Arkansas |
| 160. | Peoria city, Arizona * | 209. | Independence County, Arkansas * | 259. | Jackson County, Arkansas |
| 161. | Phoenix city, Arizona * | 210. | Jefferson County, Arkansas * | 260. | Jacksonville city, Arkansas |
| 162. | Pima County, Arizona * | 211. | Jonesboro city, Arkansas * | 261. | Johnson County, Arkansas |
| 163. | Pinal County, Arizona * | 212. | Little Rock city, Arkansas * | 262. | Lawrence County, Arkansas |
| 164. | Prescott city, Arizona * | 213. | Lonoke County, Arkansas * | 263. | Lincoln County, Arkansas |
| 165. | Prescott Valley town, Arizona * | 214. | Miller County, Arkansas * | 264. | Little River County, Arkansas |
| 166. | Queen Creek town, Arizona * | 215. | Mississippi County, Arkansas * | 265. | Logan County, Arkansas |
| 167. | Sahuarita town, Arizona * | 216. | North Little Rock city, Arkansas * | 266. | Madison County, Arkansas |
| 168. | San Luis city, Arizona * | 217. | Pine Bluff city, Arkansas * | 267. | Magnolia city, Arkansas |
| 169. | Santa Cruz County, Arizona * | 218. | Pope County, Arkansas * | 268. | Malvern city, Arkansas |
| 170. | Scottsdale city, Arizona * | 219. | Pulaski County, Arkansas * | 269. | Marion city, Arkansas |
| 171. | Sierra Vista city, Arizona * | 220. | Rogers city, Arkansas * | 270. | Marion County, Arkansas |
| 172. | Surprise city, Arizona * | 221. | Saline County, Arkansas * | 271. | Maumelle city, Arkansas |
| 173. | Tempe city, Arizona * | 222. | Sebastian County, Arkansas * | 272. | Mountain Home city, Arkansas |
| 174. | Tucson city, Arizona * | 223. | Sherwood city, Arkansas * | 273. | Ouachita County, Arkansas |
| 175. | Yavapai County, Arizona * | 224. | Springdale city, Arkansas * | 274. | Paragould city, Arkansas |
| 176. | Yuma city, Arizona * | 225. | Union County, Arkansas * | 275. | Perry County, Arkansas |
| 177. | Yuma County, Arizona * | 226. | Washington County, Arkansas * | 276. | Phillips County, Arkansas |
| 178. | Camp Verde town, Arizona | 227. | White County, Arkansas * | 277. | Pike County, Arkansas |
| 179. | Chino Valley town, Arizona | 228. | Arkadelphia city, Arkansas | 278. | Poinsett County, Arkansas |
| | | 229. | Arkansas County, Arkansas | 279. | Polk County, Arkansas |
| | | | | 280. | Randolph County, Arkansas |
| | | | | 281. | Russellville city, Arkansas |
| | | | | 282. | Scott County, Arkansas |

| | | | | | |
|------|-----------------------------------|------|--|------|-------------------------------------|
| 283. | Searcy city, Arkansas | 334. | Citrus Heights city, California * | 383. | Hemet city, California * |
| 284. | Sevier County, Arkansas | | | 384. | Hesperia city, California * |
| 285. | Sharp County, Arkansas | 335. | Claremont city, California * | 385. | Highland city, California * |
| 286. | Siloam Springs city, Arkansas | 336. | Clovis city, California * | 386. | Hollister city, California * |
| 287. | St. Francis County, Arkansas | 337. | Coachella city, California * | 387. | Humboldt County, California * |
| 288. | Stone County, Arkansas | 338. | Colton city, California * | | |
| 289. | Texarkana city, Arkansas | 339. | Compton city, California * | 388. | Huntington Beach city, California * |
| 290. | Van Buren city, Arkansas | 340. | Concord city, California * | 389. | Huntington Park city, California * |
| 291. | Van Buren County, Arkansas | 341. | Contra Costa County, California * | | |
| 292. | West Memphis city, Arkansas | | | 390. | Imperial County, California * |
| 293. | Yell County, Arkansas | 342. | Corona city, California * | 391. | Indio city, California * |
| 294. | Adelanto city, California * | 343. | Costa Mesa city, California * | 392. | Inglewood city, California * |
| 295. | Alameda city, California * | 344. | Covina city, California * | 393. | Irvine city, California * |
| 296. | Alameda County, California * | 345. | Culver City city, California * | 394. | Jurupa Valley city, California * |
| 297. | Alhambra city, California * | 346. | Cupertino city, California * | | |
| 298. | Aliso Viejo city, California * | 347. | Cypress city, California * | 395. | Kern County, California * |
| 299. | Amador County, California * | 348. | Daly City city, California * | 396. | Kings County, California * |
| 300. | Anaheim city, California * | 349. | Dana Point city, California * | 397. | La Habra city, California * |
| 301. | Antioch city, California * | 350. | Danville town, California * | 398. | La Mesa city, California * |
| 302. | Apple Valley town, California * | 351. | Davis city, California * | 399. | La Mirada city, California * |
| | | 352. | Delano city, California * | 400. | La Puente city, California * |
| 303. | Arcadia city, California * | 353. | Diamond Bar city, California * | 401. | La Quinta city, California * |
| 304. | Atascadero city, California * | 354. | Downey city, California * | 402. | La Verne city, California * |
| 305. | Azusa city, California * | 355. | Dublin city, California * | 403. | Laguna Hills city, California * |
| 306. | Bakersfield city, California * | 356. | Eastvale city, California * | 404. | Laguna Niguel city, California * |
| 307. | Baldwin Park city, California * | 357. | El Cajon city, California * | | |
| | | 358. | El Centro city, California * | 405. | Lake County, California * |
| 308. | Banning city, California * | 359. | El Dorado County, California * | 406. | Lake Elsinore city, California * |
| 309. | Beaumont city, California * | | | | |
| 310. | Bell city, California * | 360. | El Monte city, California * | 407. | Lake Forest city, California * |
| 311. | Bell Gardens city, California * | 361. | El Paso de Robles (Paso Robles) city, California * | 408. | Lakewood city, California * |
| 312. | Bellflower city, California * | | | 409. | Lancaster city, California * |
| 313. | Berkeley city, California * | 362. | Elk Grove city, California * | 410. | Lassen County, California * |
| 314. | Beverly Hills city, California * | 363. | Encinitas city, California * | 411. | Lawndale city, California * |
| 315. | Brea city, California * | 364. | Escondido city, California * | 412. | Lincoln city, California * |
| 316. | Brentwood city, California * | 365. | Fairfield city, California * | 413. | Livermore city, California * |
| 317. | Buena Park city, California * | 366. | Folsom city, California * | 414. | Lodi city, California * |
| 318. | Burbank city, California * | 367. | Fontana city, California * | 415. | Lompoc city, California * |
| 319. | Burlingame city, California * | 368. | Foster City city, California * | 416. | Long Beach city, California * |
| 320. | Butte County, California * | 369. | Fountain Valley city, California * | 417. | Los Altos city, California * |
| 321. | Calaveras County, California * | | | 418. | Los Angeles city, California * |
| 322. | Calexico city, California * | 370. | Fremont city, California * | 419. | Los Angeles County, California * |
| 323. | Camarillo city, California * | 371. | Fresno city, California * | | |
| 324. | Campbell city, California * | 372. | Fresno County, California * | 420. | Los Banos city, California * |
| 325. | Carlsbad city, California * | 373. | Fullerton city, California * | 421. | Los Gatos town, California * |
| 326. | Carson city, California * | 374. | Garden Grove city, California * | 422. | Lynwood city, California * |
| 327. | Cathedral City city, California * | | | 423. | Madera city, California * |
| | | 375. | Gardena city, California * | 424. | Madera County, California * |
| 328. | Ceres city, California * | 376. | Gilroy city, California * | 425. | Manhattan Beach city, California * |
| 329. | Cerritos city, California * | 377. | Glendale city, California * | | |
| 330. | Chico city, California * | 378. | Glendora city, California * | 426. | Manteca city, California * |
| 331. | Chino city, California * | 379. | Goleta city, California * | 427. | Marin County, California * |
| 332. | Chino Hills city, California * | 380. | Hanford city, California * | 428. | Martinez city, California * |
| 333. | Chula Vista city, California * | 381. | Hawthorne city, California * | | |
| | | 382. | Hayward city, California * | | |

| | | | | | |
|------|----------------------------------|------|---|------|--|
| 429. | Mendocino County, California * | 478. | Porterville city, California * | 516. | San Luis Obispo city, California * |
| 430. | Menifee city, California * | 479. | Poway city, California * | 517. | San Luis Obispo County, California * |
| 431. | Menlo Park city, California * | 480. | Rancho Cordova city, California * | 518. | San Marcos city, California * |
| 432. | Merced city, California * | 481. | Rancho Cucamonga city, California * | 519. | San Mateo city, California * |
| 433. | Merced County, California * | 482. | Rancho Palos Verdes city, California * | 520. | San Mateo County, California * |
| 434. | Milpitas city, California * | 483. | Rancho Santa Margarita city, California * | 521. | San Pablo city, California * |
| 435. | Mission Viejo city, California * | 484. | Redding city, California * | 522. | San Rafael city, California * |
| 436. | Modesto city, California * | 485. | Redlands city, California * | 523. | San Ramon city, California * |
| 437. | Monrovia city, California * | 486. | Redondo Beach city, California * | 524. | Santa Ana city, California * |
| 438. | Montclair city, California * | 487. | Redwood City city, California * | 525. | Santa Barbara city, California * |
| 439. | Montebello city, California * | 488. | Rialto city, California * | 526. | Santa Barbara County, California * |
| 440. | Monterey County, California * | 489. | Richmond city, California * | 527. | Santa Clara city, California * |
| 441. | Monterey Park city, California * | 490. | Riverside city, California * | 528. | Santa Clara County, California * |
| 442. | Moorpark city, California * | 491. | Riverside County, California * | 529. | Santa Clarita city, California * |
| 443. | Moreno Valley city, California * | 492. | Rocklin city, California * | 530. | Santa Cruz city, California * |
| 444. | Morgan Hill city, California * | 493. | Rohnert Park city, California * | 531. | Santa Cruz County, California * |
| 445. | Mountain View city, California * | 494. | Rosemead city, California * | 532. | Santa Maria city, California * |
| 446. | Murrieta city, California * | 495. | Roseville city, California * | 533. | Santa Monica city, California * |
| 447. | Napa city, California * | 496. | Sacramento city, California * | 534. | Santa Rosa city, California * |
| 448. | Napa County, California * | 497. | Sacramento County, California * | 535. | Santee city, California * |
| 449. | National City city, California * | 498. | Salinas city, California * | 536. | Saratoga city, California * |
| 450. | Nevada County, California * | 499. | San Benito County, California * | 537. | Seaside city, California * |
| 451. | Newark city, California * | 500. | San Bernardino city, California * | 538. | Shasta County, California * |
| 452. | Newport Beach city, California * | 501. | San Bernardino County, California * | 539. | Simi Valley city, California * |
| 453. | Norwalk city, California * | 502. | San Bruno city, California * | 540. | Siskiyou County, California * |
| 454. | Novato city, California * | 503. | San Buenaventura (Ventura) city, California * | 541. | Solano County, California * |
| 455. | Oakland city, California * | 504. | San Carlos city, California * | 542. | Sonoma County, California * |
| 456. | Oakley city, California * | 505. | San Clemente city, California * | 543. | South Gate city, California * |
| 457. | Oceanside city, California * | 506. | San Diego city, California * | 544. | South San Francisco city, California * |
| 458. | Ontario city, California * | 507. | San Diego County, California * | 545. | Stanislaus County, California * |
| 459. | Orange city, California * | 508. | San Dimas city, California * | 546. | Stanton city, California * |
| 460. | Orange County, California * | 509. | San Francisco city / San Francisco County, California * | 547. | Stockton city, California * |
| 461. | Oxnard city, California * | 510. | San Gabriel city, California * | 548. | Sunnyvale city, California * |
| 462. | Pacifica city, California * | 511. | San Jacinto city, California * | 549. | Sutter County, California * |
| 463. | Palm Desert city, California * | 512. | San Joaquin County, California * | 550. | Tehama County, California * |
| 464. | Palm Springs city, California * | 513. | San Jose city, California * | 551. | Temecula city, California * |
| 465. | Palmdale city, California * | 514. | San Juan Capistrano city, California * | 552. | Temple City city, California * |
| 466. | Palo Alto city, California * | 515. | San Leandro city, California * | 553. | Thousand Oaks city, California * |
| 467. | Paramount city, California * | | | 554. | Torrance city, California * |
| 468. | Pasadena city, California * | | | 555. | Tracy city, California * |
| 469. | Perris city, California * | | | 556. | Tulare city, California * |
| 470. | Petaluma city, California * | | | 557. | Tulare County, California * |
| 471. | Pico Rivera city, California * | | | 558. | Tuolumne County, California * |
| 472. | Pittsburg city, California * | | | | |
| 473. | Placentia city, California * | | | | |
| 474. | Placer County, California * | | | | |
| 475. | Pleasant Hill city, California * | | | | |
| 476. | Pleasanton city, California * | | | | |
| 477. | Pomona city, California * | | | | |

| | | | | | |
|------|---------------------------------------|------|--|------|--|
| 559. | Turlock city, California * | 610. | Corcoran city, California | 660. | Marina city, California |
| 560. | Tustin city, California * | 611. | Coronado city, California | 661. | Mariposa County, California |
| 561. | Union City city, California * | 612. | Cudahy city, California | 662. | Marysville city, California |
| 562. | Upland city, California * | 613. | Del Norte County, California | 663. | Maywood city, California |
| 563. | Vacaville city, California * | 614. | Desert Hot Springs city, California | 664. | McFarland city, California |
| 564. | Vallejo city, California * | 615. | Dinuba city, California | 665. | Mendota city, California |
| 565. | Ventura County, California * | 616. | Dixon city, California | 666. | Mill Valley city, California |
| 566. | Victorville city, California * | 617. | Duarte city, California | 667. | Millbrae city, California |
| 567. | Visalia city, California * | 618. | East Palo Alto city, California | 668. | Mono County, California |
| 568. | Vista city, California * | 619. | El Cerrito city, California | 669. | Monterey city, California |
| 569. | Walnut Creek city, California * | 620. | El Segundo city, California | 670. | Moraga town, California |
| 570. | Watsonville city, California * | 621. | Emeryville city, California | 671. | Morro Bay city, California |
| 571. | West Covina city, California * | 622. | Eureka city, California | 672. | Newman city, California |
| 572. | West Hollywood city, California * | 623. | Exeter city, California | 673. | Norco city, California |
| 573. | West Sacramento city, California * | 624. | Farmersville city, California | 674. | Oakdale city, California |
| 574. | Westminster city, California * | 625. | Fillmore city, California | 675. | Orange Cove city, California |
| 575. | Whittier city, California * | 626. | Fortuna city, California | 676. | Orinda city, California |
| 576. | Wildomar city, California * | 627. | Galt city, California | 677. | Oroville city, California |
| 577. | Woodland city, California * | 628. | Glenn County, California | 678. | Pacific Grove city, California |
| 578. | Yolo County, California * | 629. | Grand Terrace city, California | 679. | Palos Verdes Estates city, California |
| 579. | Yorba Linda city, California * | 630. | Grass Valley city, California | 680. | Parlier city, California |
| 580. | Yuba City city, California * | 631. | Greenfield city, California | 681. | Patterson city, California |
| 581. | Yuba County, California * | 632. | Grover Beach city, California | 682. | Piedmont city, California |
| 582. | Yucaipa city, California * | 633. | Half Moon Bay city, California | 683. | Pinole city, California |
| 583. | Agoura Hills city, California | 634. | Hawaiian Gardens city, California | 684. | Placerville city, California |
| 584. | Albany city, California | 635. | Healdsburg city, California | 685. | Plumas County, California |
| 585. | American Canyon city, California | 636. | Hercules city, California | 686. | Port Hueneme city, California |
| 586. | Anderson city, California | 637. | Hermosa Beach city, California | 687. | Rancho Mirage city, California |
| 587. | Arcata city, California | 638. | Hillsborough town, California | 688. | Red Bluff city, California |
| 588. | Arroyo Grande city, California | 639. | Imperial Beach city, California | 689. | Reedley city, California |
| 589. | Artesia city, California | 640. | Imperial city, California | 690. | Ridgecrest city, California |
| 590. | Arvin city, California | 641. | Inyo County, California | 691. | Ripon city, California |
| 591. | Atwater city, California | 642. | Kerman city, California | 692. | Riverbank city, California |
| 592. | Auburn city, California | 643. | King City city, California | 693. | San Anselmo town, California |
| 593. | Avenal city, California | 644. | Kingsburg city, California | 694. | San Fernando city, California |
| 594. | Barstow city, California | 645. | La Cañada Flintridge city, California | 695. | San Marino city, California |
| 595. | Belmont city, California | 646. | La Palma city, California | 696. | Sanger city, California |
| 596. | Benicia city, California | 647. | Lafayette city, California | 697. | Santa Fe Springs city, California |
| 597. | Blythe city, California | 648. | Laguna Beach city, California | 698. | Santa Paula city, California |
| 598. | Brawley city, California | 649. | Laguna Woods city, California | 699. | Scotts Valley city, California |
| 599. | Calabasas city, California | 650. | Larkspur city, California | 700. | Seal Beach city, California |
| 600. | California City city, California | 651. | Lathrop city, California | 701. | Selma city, California |
| 601. | Canyon Lake city, California | 652. | Lemon Grove city, California | 702. | Shafter city, California |
| 602. | Capitola city, California | 653. | Lemoore city, California | 703. | Shasta Lake city, California |
| 603. | Carpinteria city, California | 654. | Lindsay city, California | 704. | Sierra Madre city, California |
| 604. | Chowchilla city, California | 655. | Livingston city, California | 705. | Signal Hill city, California |
| 605. | Clayton city, California | 656. | Loma Linda city, California | 706. | Solana Beach city, California |
| 606. | Clearlake city, California | 657. | Lomita city, California | 707. | Soledad city, California |
| 607. | Coalinga city, California | 658. | Los Alamitos city, California | 708. | Sonoma city, California |
| 608. | Colusa County, California | 659. | Malibu city, California | 709. | South El Monte city, California |
| 609. | Commerce city, California | | | | |

| | | | | | |
|------|---|------|--|------|--|
| 710. | South Lake Tahoe city, California | 757. | Northglenn city, Colorado * | 808. | Danbury city / Danbury town, Connecticut * |
| 711. | South Pasadena city, California | 758. | Parker town, Colorado * | 809. | East Hartford town, Connecticut * |
| 712. | Suisun City city, California | 759. | Pueblo city, Colorado * | 810. | Enfield town, Connecticut * |
| 713. | Susanville city, California | 760. | Pueblo County, Colorado * | 811. | Fairfield town, Connecticut * |
| 714. | Tehachapi city, California | 761. | Summit County, Colorado * | 812. | Glastonbury town, Connecticut * |
| 715. | Trinity County, California | 762. | Thornton city, Colorado * | 813. | Greenwich town, Connecticut * |
| 716. | Truckee town, California | 763. | Weld County, Colorado * | 814. | Groton town, Connecticut * |
| 717. | Twentynine Palms city, California | 764. | Westminster city, Colorado * | 815. | Hamden town, Connecticut * |
| 718. | Ukiah city, California | 765. | Wheat Ridge city, Colorado * | 816. | Hartford city / Hartford town, Connecticut * |
| 719. | Walnut city, California | 766. | Windsor town, Colorado * | 817. | Manchester town, Connecticut * |
| 720. | Wasco city, California | 767. | Alamosa County, Colorado | 818. | Meriden city / Meriden town, Connecticut * |
| 721. | Windsor town, California | 768. | Archuleta County, Colorado | 819. | Middletown city / Middletown town, Connecticut * |
| 722. | Yucca Valley town, California | 769. | Cañon City city, Colorado | 820. | Milford city, Connecticut * |
| 723. | Adams County, Colorado * | 770. | Castle Pines city, Colorado | 821. | Milford town, Connecticut * |
| 724. | Arapahoe County, Colorado * | 771. | Chaffee County, Colorado | 822. | Naugatuck borough / Naugatuck town, Connecticut * |
| 725. | Arvada city, Colorado * | 772. | Durango city, Colorado | 823. | New Britain town / New Britain city, Connecticut * |
| 726. | Aurora city, Colorado * | 773. | Elbert County, Colorado | 824. | New Haven town / New Haven city, Connecticut * |
| 727. | Boulder city, Colorado * | 774. | Erie town, Colorado | 825. | Newington town, Connecticut * |
| 728. | Boulder County, Colorado * | 775. | Evans city, Colorado | 826. | Norwalk city / Norwalk town, Connecticut * |
| 729. | Brighton city, Colorado * | 776. | Federal Heights city, Colorado | 827. | Norwich city / Norwich town, Connecticut * |
| 730. | Broomfield city / Broomfield County, Colorado * | 777. | Firestone town, Colorado | 828. | Shelton city / Shelton town, Connecticut * |
| 731. | Castle Rock town, Colorado * | 778. | Fort Morgan city, Colorado | 829. | Southington town, Connecticut * |
| 732. | Centennial city, Colorado * | 779. | Frederick town, Colorado | 830. | Stamford city / Stamford town, Connecticut * |
| 733. | Colorado Springs city, Colorado * | 780. | Fruita city, Colorado | 831. | Stratford town, Connecticut * |
| 734. | Commerce City city, Colorado * | 781. | Golden city, Colorado | 832. | Torrington city / Torrington town, Connecticut * |
| 735. | Delta County, Colorado * | 782. | Grand County, Colorado | 833. | Trumbull town, Connecticut * |
| 736. | Denver city / Denver County, Colorado * | 783. | Greenwood Village city, Colorado | 834. | Wallingford town, Connecticut * |
| 737. | Douglas County, Colorado * | 784. | Gunnison County, Colorado | 835. | Waterbury city / Waterbury town, Connecticut * |
| 738. | Eagle County, Colorado * | 785. | Johnstown town, Colorado | 836. | West Hartford town, Connecticut * |
| 739. | El Paso County, Colorado * | 786. | Las Animas County, Colorado | 837. | West Haven city / West Haven town, Connecticut * |
| 740. | Englewood city, Colorado * | 787. | Logan County, Colorado | 838. | Ansonia town / Ansonia city, Connecticut |
| 741. | Fort Collins city, Colorado * | 788. | Lone Tree city, Colorado | | |
| 742. | Fountain city, Colorado * | 789. | Louisville city, Colorado | | |
| 743. | Fremont County, Colorado * | 790. | Moffat County, Colorado | | |
| 744. | Garfield County, Colorado * | 791. | Montezuma County, Colorado | | |
| 745. | Grand Junction city, Colorado * | 792. | Montrose city, Colorado | | |
| 746. | Greeley city, Colorado * | 793. | Morgan County, Colorado | | |
| 747. | Jefferson County, Colorado * | 794. | Otero County, Colorado | | |
| 748. | La Plata County, Colorado * | 795. | Park County, Colorado | | |
| 749. | Lafayette city, Colorado * | 796. | Pitkin County, Colorado | | |
| 750. | Lakewood city, Colorado * | 797. | Prowers County, Colorado | | |
| 751. | Larimer County, Colorado * | 798. | Rio Grande County, Colorado | | |
| 752. | Littleton city, Colorado * | 799. | Routt County, Colorado | | |
| 753. | Longmont city, Colorado * | 800. | Steamboat Springs city, Colorado | | |
| 754. | Loveland city, Colorado * | 801. | Sterling city, Colorado | | |
| 755. | Mesa County, Colorado * | 802. | Superior town, Colorado | | |
| 756. | Montrose County, Colorado * | 803. | Teller County, Colorado | | |
| | | 804. | Wellington town, Colorado | | |
| | | 805. | Yuma County, Colorado | | |
| | | 806. | Bridgeport town / Bridgeport city, Connecticut * | | |
| | | 807. | Bristol city / Bristol town, Connecticut * | | |

| | | | | | |
|------|--|------|-----------------------------------|------|---|
| 839. | Avon town, Connecticut | 884. | Simsbury town, Connecticut | 934. | Coral Gables city, Florida * |
| 840. | Berlin town, Connecticut | 885. | Somers town, Connecticut | 935. | Coral Springs city, Florida * |
| 841. | Bethel town, Connecticut | 886. | South Windsor town, Connecticut | 936. | Cutler Bay town, Florida * |
| 842. | Bloomfield town, Connecticut | 887. | Southbury town, Connecticut | 937. | Dania Beach city, Florida * |
| 843. | Branford town, Connecticut | 888. | Stafford town, Connecticut | 938. | Davie town, Florida * |
| 844. | Brookfield town, Connecticut | 889. | Stonington town, Connecticut | 939. | Daytona Beach city, Florida * |
| 845. | Canton town, Connecticut | 890. | Suffield town, Connecticut | 940. | Deerfield Beach city, Florida * |
| 846. | Cheshire town, Connecticut | 891. | Tolland town, Connecticut | 941. | DeLand city, Florida * |
| 847. | Clinton town, Connecticut | 892. | Vernon town, Connecticut | 942. | Delray Beach city, Florida * |
| 848. | Colchester town, Connecticut | 893. | Waterford town, Connecticut | 943. | Deltona city, Florida * |
| 849. | Coventry town, Connecticut | 894. | Watertown town, Connecticut | 944. | DeSoto County, Florida * |
| 850. | Cromwell town, Connecticut | 895. | Weston town, Connecticut | 945. | Doral city, Florida * |
| 851. | Darien town, Connecticut | 896. | Westport town, Connecticut | 946. | Dunedin city, Florida * |
| 852. | Derby city / Derby town, Connecticut | 897. | Wethersfield town, Connecticut | 947. | Duval County / Jacksonville city, Florida * |
| 853. | East Hampton town, Connecticut | 898. | Wilton town, Connecticut | 948. | Escambia County, Florida * |
| 854. | East Haven town, Connecticut | 899. | Winchester town, Connecticut | 949. | Esterovillage, Florida * |
| 855. | East Lyme town, Connecticut | 900. | Windham town, Connecticut | 950. | Flagler County, Florida * |
| 856. | East Windsor town, Connecticut | 901. | Windsor Locks town, Connecticut | 951. | Fort Lauderdale city, Florida * |
| 857. | Ellington town, Connecticut | 902. | Windsor town, Connecticut | 952. | Fort Myers city, Florida * |
| 858. | Farmington town, Connecticut | 903. | Wolcott town, Connecticut | 953. | Fort Pierce city, Florida * |
| 859. | Granby town, Connecticut | 904. | Dover city, Delaware * | 954. | Gadsden County, Florida * |
| 860. | Griswold town, Connecticut | 905. | Kent County, Delaware * | 955. | Gainesville city, Florida * |
| 861. | Guilford town, Connecticut | 906. | New Castle County, Delaware * | 956. | Greenacres city, Florida * |
| 862. | Killingly town, Connecticut | 907. | Newark city, Delaware * | 957. | Hallandale Beach city, Florida * |
| 863. | Ledyard town, Connecticut | 908. | Sussex County, Delaware * | 958. | Hendry County, Florida * |
| 864. | Madison town, Connecticut | 909. | Wilmington city, Delaware * | 959. | Hernando County, Florida * |
| 865. | Mansfield town, Connecticut | 910. | Middletown town, Delaware | 960. | Hialeah city, Florida * |
| 866. | Monroe town, Connecticut | 911. | Milford city, Delaware | 961. | Highlands County, Florida * |
| 867. | Montville town, Connecticut | 912. | Smyrna town, Delaware | 962. | Hillsborough County, Florida * |
| 868. | New Canaan town, Connecticut | 913. | Alachua County, Florida * | 963. | Hollywood city, Florida * |
| 869. | New Fairfield town, Connecticut | 914. | Altamonte Springs city, Florida * | 964. | Homestead city, Florida * |
| 870. | New London city / New London town, Connecticut | 915. | Apopka city, Florida * | 965. | Indian River County, Florida * |
| 871. | New Milford town, Connecticut | 916. | Aventura city, Florida * | 966. | Jackson County, Florida * |
| 872. | Newtown town, Connecticut | 917. | Bay County, Florida * | 967. | Jupiter town, Florida * |
| 873. | North Branford town, Connecticut | 918. | Boca Raton city, Florida * | 968. | Kissimmee city, Florida * |
| 874. | North Haven town, Connecticut | 919. | Bonita Springs city, Florida * | 969. | Lake County, Florida * |
| 875. | Old Saybrook town, Connecticut | 920. | Boynton Beach city, Florida * | 970. | Lake Worth city, Florida * |
| 876. | Orange town, Connecticut | 921. | Bradenton city, Florida * | 971. | Lakeland city, Florida * |
| 877. | Oxford town, Connecticut | 922. | Brevard County, Florida * | 972. | Largo city, Florida * |
| 878. | Plainfield town, Connecticut | 923. | Broward County, Florida * | 973. | Lauderdale Lakes city, Florida * |
| 879. | Plainville town, Connecticut | 924. | Cape Coral city, Florida * | 974. | Lauderhill city, Florida * |
| 880. | Plymouth town, Connecticut | 925. | Charlotte County, Florida * | 975. | Lee County, Florida * |
| 881. | Ridgefield town, Connecticut | 926. | Citrus County, Florida * | 976. | Leon County, Florida * |
| 882. | Rocky Hill town, Connecticut | 927. | Clay County, Florida * | 977. | Levy County, Florida * |
| 883. | Seymour town, Connecticut | 928. | Clearwater city, Florida * | 978. | Manatee County, Florida * |
| | | 929. | Clermont city, Florida * | 979. | Margate city, Florida * |
| | | 930. | Coconut Creek city, Florida * | 980. | Marion County, Florida * |
| | | 931. | Collier County, Florida * | 981. | Martin County, Florida * |
| | | 932. | Columbia County, Florida * | 982. | Melbourne city, Florida * |
| | | 933. | Cooper City city, Florida * | 983. | Miami Beach city, Florida * |
| | | | | 984. | Miami city, Florida * |

| | | | | | |
|-------|-------------------------------------|-------|----------------------------------|-------|-----------------------------------|
| 985. | Miami Gardens city, Florida * | 1036. | Suwannee County, Florida * | 1088. | Key Biscayne village, Florida |
| 986. | Miami Lakes town, Florida * | 1037. | Tallahassee city, Florida * | 1089. | Key West city, Florida |
| 987. | Miami-Dade County, Florida * | 1038. | Tamarac city, Florida * | 1090. | Lady Lake town, Florida |
| 988. | Miramar city, Florida * | 1039. | Tampa city, Florida * | 1091. | Lake City city, Florida |
| 989. | Monroe County, Florida * | 1040. | Titusville city, Florida * | 1092. | Lake Mary city, Florida |
| 990. | Nassau County, Florida * | 1041. | Volusia County, Florida * | 1093. | Lake Wales city, Florida |
| 991. | North Lauderdale city, Florida * | 1042. | Wakulla County, Florida * | 1094. | Lantana town, Florida |
| 992. | North Miami Beach city, Florida * | 1043. | Walton County, Florida * | 1095. | Leesburg city, Florida |
| 993. | North Miami city, Florida * | 1044. | Wellington village, Florida * | 1096. | Lighthouse Point city, Florida |
| 994. | North Port city, Florida * | 1045. | West Palm Beach city, Florida * | 1097. | Longwood city, Florida |
| 995. | Oakland Park city, Florida * | 1046. | Weston city, Florida * | 1098. | Lynn Haven city, Florida |
| 996. | Ocala city, Florida * | 1047. | Winter Garden city, Florida * | 1099. | Madison County, Florida |
| 997. | Ocoee city, Florida * | 1048. | Winter Haven city, Florida * | 1100. | Maitland city, Florida |
| 998. | Okaloosa County, Florida * | 1049. | Winter Park city, Florida * | 1101. | Marco Island city, Florida |
| 999. | Okeechobee County, Florida * | 1050. | Winter Springs city, Florida * | 1102. | Miami Shores village, Florida |
| 1000. | Orange County, Florida * | 1051. | Atlantic Beach city, Florida | 1103. | Miami Springs city, Florida |
| 1001. | Orlando city, Florida * | 1052. | Auburndale city, Florida | 1104. | Milton city, Florida |
| 1002. | Ormond Beach city, Florida * | 1053. | Avon Park city, Florida | 1105. | Minneola city, Florida |
| 1003. | Osceola County, Florida * | 1054. | Baker County, Florida | 1106. | Mount Dora city, Florida |
| 1004. | Oviedo city, Florida * | 1055. | Bartow city, Florida | 1107. | Naples city, Florida |
| 1005. | Palm Bay city, Florida * | 1056. | Belle Glade city, Florida | 1108. | New Port Richey city, Florida |
| 1006. | Palm Beach County, Florida * | 1057. | Bradford County, Florida | 1109. | New Smyrna Beach city, Florida |
| 1007. | Palm Beach Gardens city, Florida * | 1058. | Calhoun County, Florida | 1110. | Niceville city, Florida |
| 1008. | Palm Coast city, Florida * | 1059. | Callaway city, Florida | 1111. | North Palm Beach village, Florida |
| 1009. | Panama City city, Florida * | 1060. | Cape Canaveral city, Florida | 1112. | Oldsmar city, Florida |
| 1010. | Parkland city, Florida * | 1061. | Casselberry city, Florida | 1113. | Opa-locka city, Florida |
| 1011. | Pasco County, Florida * | 1062. | Cocoa Beach city, Florida | 1114. | Orange City city, Florida |
| 1012. | Pembroke Pines city, Florida * | 1063. | Cocoa city, Florida | 1115. | Palatka city, Florida |
| 1013. | Pensacola city, Florida * | 1064. | Crestview city, Florida | 1116. | Palm Springs village, Florida |
| 1014. | Pinellas County, Florida * | 1065. | DeBary city, Florida | 1117. | Palmetto Bay village, Florida |
| 1015. | Pinellas Park city, Florida * | 1066. | Destin city, Florida | 1118. | Palmetto city, Florida |
| 1016. | Plant City city, Florida * | 1067. | Dixie County, Florida | 1119. | Panama City Beach city, Florida |
| 1017. | Plantation city, Florida * | 1068. | Edgewater city, Florida | 1120. | Pinecrest village, Florida |
| 1018. | Polk County, Florida * | 1069. | Eustis city, Florida | 1121. | Punta Gorda city, Florida |
| 1019. | Pompano Beach city, Florida * | 1070. | Fernandina Beach city, Florida | 1122. | Rockledge city, Florida |
| 1020. | Port Orange city, Florida * | 1071. | Florida City city, Florida | 1123. | Safety Harbor city, Florida |
| 1021. | Port St. Lucie city, Florida * | 1072. | Fort Walton Beach city, Florida | 1124. | Satellite Beach city, Florida |
| 1022. | Putnam County, Florida * | 1073. | Franklin County, Florida | 1125. | Sebastian city, Florida |
| 1023. | Riviera Beach city, Florida * | 1074. | Fruitland Park city, Florida | 1126. | Sebring city, Florida |
| 1024. | Royal Palm Beach village, Florida * | 1075. | Gilchrist County, Florida | 1127. | Seminole city, Florida |
| 1025. | Sanford city, Florida * | 1076. | Glades County, Florida | 1128. | South Daytona city, Florida |
| 1026. | Santa Rosa County, Florida * | 1077. | Groveland city, Florida | 1129. | South Miami city, Florida |
| 1027. | Sarasota city, Florida * | 1078. | Gulf County, Florida | 1130. | St. Augustine city, Florida |
| 1028. | Sarasota County, Florida * | 1079. | Gulfport city, Florida | 1131. | Stuart city, Florida |
| 1029. | Seminole County, Florida * | 1080. | Haines City city, Florida | 1132. | Sunny Isles Beach city, Florida |
| 1030. | St. Cloud city, Florida * | 1081. | Hamilton County, Florida | 1133. | Sweetwater city, Florida |
| 1031. | St. Johns County, Florida * | 1082. | Hardee County, Florida | 1134. | Tarpon Springs city, Florida |
| 1032. | St. Lucie County, Florida * | 1083. | Hialeah Gardens city, Florida | 1135. | Tavares city, Florida |
| 1033. | St. Petersburg city, Florida * | 1084. | Holly Hill city, Florida | 1136. | Taylor County, Florida |
| 1034. | Sumter County, Florida * | 1085. | Holmes County, Florida | 1137. | Temple Terrace city, Florida |
| 1035. | Sunrise city, Florida * | 1086. | Jacksonville Beach city, Florida | 1138. | Union County, Florida |
| | | 1087. | Jefferson County, Florida | | |

| | | | | | |
|-------|--|-------|--------------------------------------|-------|--|
| 1139. | Venice city, Florida | 1191. | Henry County, Georgia * | 1244. | Berrien County, Georgia |
| 1140. | Vero Beach city, Florida | 1192. | Hinesville city, Georgia * | 1245. | Bleckley County, Georgia |
| 1141. | Washington County, Florida | 1193. | Houston County, Georgia * | 1246. | Brantley County, Georgia |
| 1142. | West Melbourne city, Florida | 1194. | Jackson County, Georgia * | 1247. | Braselton town, Georgia |
| 1143. | West Park city, Florida | 1195. | Johns Creek city, Georgia * | 1248. | Brooks County, Georgia |
| 1144. | Wilton Manors city, Florida | 1196. | Kennesaw city, Georgia * | 1249. | Brunswick city, Georgia |
| 1145. | Zephyrhills city, Florida | 1197. | LaGrange city, Georgia * | 1250. | Buford city, Georgia |
| 1146. | Albany city, Georgia * | 1198. | Laurens County, Georgia * | 1251. | Burke County, Georgia |
| 1147. | Alpharetta city, Georgia * | 1199. | Lawrenceville city, Georgia * | 1252. | Butts County, Georgia |
| 1148. | Athens-Clarke County unified government, Georgia * | 1200. | Liberty County, Georgia * | 1253. | Calhoun city, Georgia |
| 1149. | Atlanta city, Georgia * | 1201. | Lowndes County, Georgia * | 1254. | Candler County, Georgia |
| 1150. | Augusta-Richmond County consolidated government, Georgia * | 1202. | Lumpkin County, Georgia * | 1255. | Carrollton city, Georgia |
| 1151. | Baldwin County, Georgia * | 1203. | Macon-Bibb County, Georgia * | 1256. | Cartersville city, Georgia |
| 1152. | Barrow County, Georgia * | 1204. | Marietta city, Georgia * | 1257. | Charlton County, Georgia |
| 1153. | Bartow County, Georgia * | 1205. | Milton city, Georgia * | 1258. | Chattooga County, Georgia |
| 1154. | Brookhaven city, Georgia * | 1206. | Murray County, Georgia * | 1259. | Clarkston city, Georgia |
| 1155. | Bryan County, Georgia * | 1207. | Newnan city, Georgia * | 1260. | College Park city, Georgia |
| 1156. | Bulloch County, Georgia * | 1208. | Newton County, Georgia * | 1261. | Conyers city, Georgia |
| 1157. | Camden County, Georgia * | 1209. | Oconee County, Georgia * | 1262. | Cook County, Georgia |
| 1158. | Canton city, Georgia * | 1210. | Paulding County, Georgia * | 1263. | Cordele city, Georgia |
| 1159. | Carroll County, Georgia * | 1211. | Peachtree City city, Georgia * | 1264. | Covington city, Georgia |
| 1160. | Catoosa County, Georgia * | 1212. | Peachtree Corners city, Georgia * | 1265. | Crawford County, Georgia |
| 1161. | Chamblee city, Georgia * | 1213. | Pickens County, Georgia * | 1266. | Crisp County, Georgia |
| 1162. | Chatham County, Georgia * | 1214. | Polk County, Georgia * | 1267. | Cusseta-Chattahoochee County unified government, Georgia |
| 1163. | Cherokee County, Georgia * | 1215. | Rockdale County, Georgia * | 1268. | Dade County, Georgia |
| 1164. | Clayton County, Georgia * | 1216. | Rome city, Georgia * | 1269. | Dallas city, Georgia |
| 1165. | Cobb County, Georgia * | 1217. | Roswell city, Georgia * | 1270. | Dawson County, Georgia |
| 1166. | Coffee County, Georgia * | 1218. | Sandy Springs city, Georgia * | 1271. | Decatur city, Georgia |
| 1167. | Colquitt County, Georgia * | 1219. | Savannah city, Georgia * | 1272. | Decatur County, Georgia |
| 1168. | Columbia County, Georgia * | 1220. | Smyrna city, Georgia * | 1273. | Dodge County, Georgia |
| 1169. | Columbus city, Georgia * | 1221. | South Fulton city, Georgia * | 1274. | Dooly County, Georgia |
| 1170. | Coweta County, Georgia * | 1222. | Spalding County, Georgia * | 1275. | Doraville city, Georgia |
| 1171. | Dalton city, Georgia * | 1223. | Statesboro city, Georgia * | 1276. | Douglas city, Georgia |
| 1172. | DeKalb County, Georgia * | 1224. | Stonecrest city, Georgia * | 1277. | Dublin city, Georgia |
| 1173. | Dougherty County, Georgia * | 1225. | Thomas County, Georgia * | 1278. | Duluth city, Georgia |
| 1174. | Douglas County, Georgia * | 1226. | Tift County, Georgia * | 1279. | Early County, Georgia |
| 1175. | Douglasville city, Georgia * | 1227. | Troup County, Georgia * | 1280. | Elbert County, Georgia |
| 1176. | Dunwoody city, Georgia * | 1228. | Tucker city, Georgia * | 1281. | Emanuel County, Georgia |
| 1177. | East Point city, Georgia * | 1229. | Valdosta city, Georgia * | 1282. | Evans County, Georgia |
| 1178. | Effingham County, Georgia * | 1230. | Walker County, Georgia * | 1283. | Fairburn city, Georgia |
| 1179. | Fayette County, Georgia * | 1231. | Walton County, Georgia * | 1284. | Fannin County, Georgia |
| 1180. | Floyd County, Georgia * | 1232. | Ware County, Georgia * | 1285. | Fayetteville city, Georgia |
| 1181. | Forsyth County, Georgia * | 1233. | Warner Robins city, Georgia * | 1286. | Forest Park city, Georgia |
| 1182. | Fulton County, Georgia * | 1234. | White County, Georgia * | 1287. | Franklin County, Georgia |
| 1183. | Gainesville city, Georgia * | 1235. | Whitfield County, Georgia * | 1288. | Grady County, Georgia |
| 1184. | Gilmer County, Georgia * | 1236. | Woodstock city, Georgia * | 1289. | Greene County, Georgia |
| 1185. | Glynn County, Georgia * | 1237. | Acworth city, Georgia | 1290. | Griffin city, Georgia |
| 1186. | Gordon County, Georgia * | 1238. | Americus city, Georgia | 1291. | Grovetown city, Georgia |
| 1187. | Gwinnett County, Georgia * | 1239. | Appling County, Georgia | 1292. | Haralson County, Georgia |
| 1188. | Habersham County, Georgia * | 1240. | Bacon County, Georgia | 1293. | Hart County, Georgia |
| 1189. | Hall County, Georgia * | 1241. | Bainbridge city, Georgia | 1294. | Heard County, Georgia |
| 1190. | Harris County, Georgia * | 1242. | Banks County, Georgia | 1295. | Holly Springs city, Georgia |
| | | 1243. | Ben Hill County, Georgia | 1296. | Jasper County, Georgia |

| | | | | | |
|-------|------------------------------|-------|-----------------------------|-------|--|
| 1297. | Jeff Davis County, Georgia | 1352. | Villa Rica city, Georgia | 1407. | Payette County, Idaho |
| 1298. | Jefferson city, Georgia | 1353. | Washington County, Georgia | 1408. | Rexburg city, Idaho |
| 1299. | Jefferson County, Georgia | 1354. | Waycross city, Georgia | 1409. | Shoshone County, Idaho |
| 1300. | Jones County, Georgia | 1355. | Wayne County, Georgia | 1410. | Star city, Idaho |
| 1301. | Kingsland city, Georgia | 1356. | Winder city, Georgia | 1411. | Teton County, Idaho |
| 1302. | Lamar County, Georgia | 1357. | Worth County, Georgia | 1412. | Valley County, Idaho |
| 1303. | Lanier County, Georgia | 1358. | Hawaii County, Hawaii * | 1413. | Washington County, Idaho |
| 1304. | Lee County, Georgia | 1359. | Honolulu County, Hawaii * | 1414. | Adams County, Illinois * |
| 1305. | Lilburn city, Georgia | 1360. | Kauai County, Hawaii * | 1415. | Addison township, Illinois * |
| 1306. | Loganville city, Georgia | 1361. | Maui County, Hawaii * | 1416. | Addison village, Illinois * |
| 1307. | Long County, Georgia | 1362. | Ada County, Idaho * | 1417. | Algonquin township, Illinois * |
| 1308. | Macon County, Georgia | 1363. | Bannock County, Idaho * | 1418. | Algonquin village, Illinois * |
| 1309. | Madison County, Georgia | 1364. | Bingham County, Idaho * | 1419. | Arlington Heights village, Illinois * |
| 1310. | McDonough city, Georgia | 1365. | Boise City city, Idaho * | 1420. | Aurora city, Illinois * |
| 1311. | McDuffie County, Georgia | 1366. | Bonner County, Idaho * | 1421. | Aurora township, Illinois * |
| 1312. | McIntosh County, Georgia | 1367. | Bonneville County, Idaho * | 1422. | Avon township, Illinois * |
| 1313. | Meriwether County, Georgia | 1368. | Caldwell city, Idaho * | 1423. | Bartlett village, Illinois * |
| 1314. | Milledgeville city, Georgia | 1369. | Canyon County, Idaho * | 1424. | Batavia township, Illinois * |
| 1315. | Mitchell County, Georgia | 1370. | Coeur d'Alene city, Idaho * | 1425. | Belleville city, Illinois * |
| 1316. | Monroe city, Georgia | 1371. | Idaho Falls city, Idaho * | 1426. | Berwyn city, Illinois * |
| 1317. | Monroe County, Georgia | 1372. | Kootenai County, Idaho * | 1427. | Berwyn township, Illinois * |
| 1318. | Morgan County, Georgia | 1373. | Latah County, Idaho * | 1428. | Bloom township, Illinois * |
| 1319. | Moultrie city, Georgia | 1374. | Lewiston city, Idaho * | 1429. | Bloomington township, Illinois * |
| 1320. | Norcross city, Georgia | 1375. | Madison County, Idaho * | 1430. | Bloomington city, Illinois * |
| 1321. | Oglethorpe County, Georgia | 1376. | Meridian city, Idaho * | 1431. | Bloomington City township, Illinois * |
| 1322. | Peach County, Georgia | 1377. | Nampa city, Idaho * | 1432. | Bolingbrook village, Illinois * |
| 1323. | Perry city, Georgia | 1378. | Nez Perce County, Idaho * | 1433. | Boone County, Illinois * |
| 1324. | Pierce County, Georgia | 1379. | Pocatello city, Idaho * | 1434. | Bourbonnais township, Illinois * |
| 1325. | Pike County, Georgia | 1380. | Post Falls city, Idaho * | 1435. | Bremen township, Illinois * |
| 1326. | Pooler city, Georgia | 1381. | Twin Falls city, Idaho * | 1436. | Bristol township, Illinois * |
| 1327. | Powder Springs city, Georgia | 1382. | Twin Falls County, Idaho * | 1437. | Buffalo Grove village, Illinois * |
| 1328. | Pulaski County, Georgia | 1383. | Ammon city, Idaho | 1438. | Bureau County, Illinois * |
| 1329. | Putnam County, Georgia | 1384. | Blackfoot city, Idaho | 1439. | Calumet City city, Illinois * |
| 1330. | Rabun County, Georgia | 1385. | Blaine County, Idaho | 1440. | Capital township, Illinois * |
| 1331. | Richmond Hill city, Georgia | 1386. | Boundary County, Idaho | 1441. | Carol Stream village, Illinois * |
| 1332. | Rincon city, Georgia | 1387. | Burley city, Idaho | 1442. | Carpentersville village, Illinois * |
| 1333. | Riverdale city, Georgia | 1388. | Cassia County, Idaho | 1443. | Caseyville township, Illinois * |
| 1334. | Screven County, Georgia | 1389. | Chubbuck city, Idaho | 1444. | Champaign city, Illinois * |
| 1335. | Snellville city, Georgia | 1390. | Eagle city, Idaho | 1445. | Champaign City township, Illinois * |
| 1336. | St. Marys city, Georgia | 1391. | Elmore County, Idaho | 1446. | Champaign County, Illinois * |
| 1337. | Stephens County, Georgia | 1392. | Franklin County, Idaho | 1447. | Chicago city, Illinois * |
| 1338. | Stockbridge city, Georgia | 1393. | Fremont County, Idaho | 1448. | Christian County, Illinois * |
| 1339. | Sugar Hill city, Georgia | 1394. | Garden City city, Idaho | 1449. | Cicero town / Cicero township, Illinois * |
| 1340. | Sumter County, Georgia | 1395. | Gem County, Idaho | 1450. | Clinton County, Illinois * |
| 1341. | Suwanee city, Georgia | 1396. | Gooding County, Idaho | 1451. | Coles County, Illinois * |
| 1342. | Tattnell County, Georgia | 1397. | Hayden city, Idaho | 1452. | Collinsville township, Illinois * |
| 1343. | Telfair County, Georgia | 1398. | Idaho County, Idaho | | |
| 1344. | Thomasville city, Georgia | 1399. | Jefferson County, Idaho | | |
| 1345. | Tifton city, Georgia | 1400. | Jerome city, Idaho | | |
| 1346. | Toombs County, Georgia | 1401. | Jerome County, Idaho | | |
| 1347. | Towns County, Georgia | 1402. | Kuna city, Idaho | | |
| 1348. | Union City city, Georgia | 1403. | Minidoka County, Idaho | | |
| 1349. | Union County, Georgia | 1404. | Moscow city, Idaho | | |
| 1350. | Upson County, Georgia | 1405. | Mountain Home city, Idaho | | |
| 1351. | Vidalia city, Georgia | 1406. | Owyhee County, Idaho | | |

| | | | | | |
|-------|---------------------------------------|-------|------------------------------------|-------|-------------------------------------|
| 1453. | Cook County, Illinois * | 1499. | Kankakee County, Illinois * | 1551. | Peoria city, Illinois * |
| 1454. | Crystal Lake city, Illinois * | 1500. | Kendall County, Illinois * | 1552. | Peoria City township, Illinois * |
| 1455. | Cunningham township, Illinois * | 1501. | Knox County, Illinois * | 1553. | Peoria County, Illinois * |
| 1456. | Danville city, Illinois * | 1502. | Lake County, Illinois * | 1554. | Plainfield township, Illinois * |
| 1457. | Decatur city, Illinois * | 1503. | Lake Villa township, Illinois * | 1555. | Plainfield village, Illinois * |
| 1458. | Decatur township, Illinois * | 1504. | LaSalle County, Illinois * | 1556. | Proviso township, Illinois * |
| 1459. | DeKalb city, Illinois * | 1505. | Lee County, Illinois * | 1557. | Quincy city, Illinois * |
| 1460. | DeKalb County, Illinois * | 1506. | Leyden township, Illinois * | 1558. | Quincy township, Illinois * |
| 1461. | DeKalb township, Illinois * | 1507. | Libertyville township, Illinois * | 1559. | Randolph County, Illinois * |
| 1462. | Des Plaines city, Illinois * | 1508. | Lisle township, Illinois * | 1560. | Rich township, Illinois * |
| 1463. | Downers Grove township, Illinois * | 1509. | Livingston County, Illinois * | 1561. | Rock Island city, Illinois * |
| 1464. | Downers Grove village, Illinois * | 1510. | Lockport township, Illinois * | 1562. | Rock Island County, Illinois * |
| 1465. | Du Page township, Illinois * | 1511. | Lombard village, Illinois * | 1563. | Rockford city, Illinois * |
| 1466. | Dundee township, Illinois * | 1512. | Lyons township, Illinois * | 1564. | Rockford township, Illinois * |
| 1467. | DuPage County, Illinois * | 1513. | Macon County, Illinois * | 1565. | Romeoville village, Illinois * |
| 1468. | Edwardsville township, Illinois * | 1514. | Macoupin County, Illinois * | 1566. | Sangamon County, Illinois * |
| 1469. | Effingham County, Illinois * | 1515. | Madison County, Illinois * | 1567. | Schaumburg township, Illinois * |
| 1470. | Ela township, Illinois * | 1516. | Maine township, Illinois * | 1568. | Schaumburg village, Illinois * |
| 1471. | Elgin city, Illinois * | 1517. | Marion County, Illinois * | 1569. | Shields township, Illinois * |
| 1472. | Elgin township, Illinois * | 1518. | McHenry County, Illinois * | 1570. | Skokie village, Illinois * |
| 1473. | Elk Grove township, Illinois * | 1519. | McHenry township, Illinois * | 1571. | South Moline township, Illinois * |
| 1474. | Elk Grove Village village, Illinois * | 1520. | McLean County, Illinois * | 1572. | Springfield city, Illinois * |
| 1475. | Elmhurst city, Illinois * | 1521. | Milton township, Illinois * | 1573. | St. Charles city, Illinois * |
| 1476. | Evanston city, Illinois * | 1522. | Moline city, Illinois * | 1574. | St. Charles township, Illinois * |
| 1477. | Frankfort township, Illinois * | 1523. | Monroe County, Illinois * | 1575. | St. Clair County, Illinois * |
| 1478. | Franklin County, Illinois * | 1524. | Moraine township, Illinois * | 1576. | St. Clair township, Illinois * |
| 1479. | Fremont township, Illinois * | 1525. | Morgan County, Illinois * | 1577. | Stephenson County, Illinois * |
| 1480. | Fulton County, Illinois * | 1526. | Mount Prospect village, Illinois * | 1578. | Stickney township, Illinois * |
| 1481. | Galesburg city, Illinois * | 1527. | Mundelein village, Illinois * | 1579. | Streamwood village, Illinois * |
| 1482. | Galesburg City township, Illinois * | 1528. | Naperville city, Illinois * | 1580. | Tazewell County, Illinois * |
| 1483. | Glendale Heights village, Illinois * | 1529. | Naperville township, Illinois * | 1581. | Thornton township, Illinois * |
| 1484. | Glenview village, Illinois * | 1530. | New Lenox township, Illinois * | 1582. | Tinley Park village, Illinois * |
| 1485. | Grafton township, Illinois * | 1531. | New Trier township, Illinois * | 1583. | Troy township, Illinois * |
| 1486. | Grundy County, Illinois * | 1532. | Niles township, Illinois * | 1584. | Urbana city, Illinois * |
| 1487. | Gurnee village, Illinois * | 1533. | Normal town, Illinois * | 1585. | Vermilion County, Illinois * |
| 1488. | Hanover Park village, Illinois * | 1534. | Normal township, Illinois * | 1586. | Vernon township, Illinois * |
| 1489. | Hanover township, Illinois * | 1535. | Northbrook village, Illinois * | 1587. | Warren township, Illinois * |
| 1490. | Harlem township, Illinois * | 1536. | Northfield township, Illinois * | 1588. | Waukegan city, Illinois * |
| 1491. | Henry County, Illinois * | 1537. | Nunda township, Illinois * | 1589. | Waukegan township, Illinois * |
| 1492. | Hoffman Estates village, Illinois * | 1538. | Oak Lawn village, Illinois * | 1590. | Wayne township, Illinois * |
| 1493. | Homer township, Illinois * | 1539. | Oak Park township, Illinois * | 1591. | West Deerfield township, Illinois * |
| 1494. | Jackson County, Illinois * | 1540. | Oak Park village, Illinois * | 1592. | Wheatland township, Illinois * |
| 1495. | Jefferson County, Illinois * | 1541. | Ogle County, Illinois * | 1593. | Wheaton city, Illinois * |
| 1496. | Joliet city, Illinois * | 1542. | Orland Park village, Illinois * | 1594. | Wheeling township, Illinois * |
| 1497. | Joliet township, Illinois * | 1543. | Orland township, Illinois * | 1595. | Wheeling village, Illinois * |
| 1498. | Kane County, Illinois * | 1544. | Oswego township, Illinois * | 1596. | Whiteside County, Illinois * |
| | | 1545. | Oswego village, Illinois * | 1597. | Will County, Illinois * |
| | | 1546. | Palatine township, Illinois * | 1598. | Williamson County, Illinois * |
| | | 1547. | Palatine village, Illinois * | 1599. | Winfield township, Illinois * |
| | | 1548. | Palos township, Illinois * | 1600. | Winnebago County, Illinois * |
| | | 1549. | Park Ridge city, Illinois * | | |
| | | 1550. | Pekin city, Illinois * | | |

| | | | | | |
|-------|----------------------------------|-------|-----------------------------------|-------|-------------------------------------|
| 1601. | Wood River township, Illinois * | 1654. | Chicago Ridge village, Illinois | 1706. | Grant township, Illinois |
| 1602. | Woodford County, Illinois * | 1655. | Clark County, Illinois | 1707. | Grayslake village, Illinois |
| 1603. | Woodridge village, Illinois * | 1656. | Clay County, Illinois | 1708. | Greene County, Illinois |
| 1604. | Worth township, Illinois * | 1657. | Collinsville city, Illinois | 1709. | Greenwood township, Illinois |
| 1605. | York township, Illinois * | 1658. | Coloma township, Illinois | 1710. | Groveland township, Illinois |
| 1606. | Alsip village, Illinois | 1659. | Columbia city, Illinois | 1711. | Hampton township, Illinois |
| 1607. | Alton city, Illinois | 1660. | Cortland township, Illinois | 1712. | Hancock County, Illinois |
| 1608. | Alton township, Illinois | 1661. | Country Club Hills city, Illinois | 1713. | Harrisburg township, Illinois |
| 1609. | Antioch township, Illinois | 1662. | Crawford County, Illinois | 1714. | Harvey city, Illinois |
| 1610. | Antioch village, Illinois | 1663. | Crest Hill city, Illinois | 1715. | Hazel Crest village, Illinois |
| 1611. | Aux Sable township, Illinois | 1664. | Crestwood village, Illinois | 1716. | Herrin city, Illinois |
| 1612. | Barrington township, Illinois | 1665. | Crete township, Illinois | 1717. | Hickory Hills city, Illinois |
| 1613. | Barrington village, Illinois | 1666. | Cuba township, Illinois | 1718. | Hickory Point township, Illinois |
| 1614. | Batavia city, Illinois | 1667. | Cumberland County, Illinois | 1719. | Highland Park city, Illinois |
| 1615. | Beach Park village, Illinois | 1668. | Danville township, Illinois | 1720. | Hinsdale village, Illinois |
| 1616. | Bellwood village, Illinois | 1669. | Darien city, Illinois | 1721. | Homer Glen village, Illinois |
| 1617. | Belvidere city, Illinois | 1670. | De Witt County, Illinois | 1722. | Homewood village, Illinois |
| 1618. | Belvidere township, Illinois | 1671. | Deerfield village, Illinois | 1723. | Huntley village, Illinois |
| 1619. | Bensenville village, Illinois | 1672. | Dixon city, Illinois | 1724. | Iroquois County, Illinois |
| 1620. | Benton township, Illinois | 1673. | Dixon township, Illinois | 1725. | Jacksonville city, Illinois |
| 1621. | Blackberry township, Illinois | 1674. | Dolton village, Illinois | 1726. | Jarvis township, Illinois |
| 1622. | Bloomington village, Illinois | 1675. | Dorr township, Illinois | 1727. | Jersey County, Illinois |
| 1623. | Blue Island city, Illinois | 1676. | Douglas County, Illinois | 1728. | Jo Daviess County, Illinois |
| 1624. | Bond County, Illinois | 1677. | Douglas township, Illinois | 1729. | Johnson County, Illinois |
| 1625. | Bourbonnais village, Illinois | 1678. | East Moline city, Illinois | 1730. | Justice village, Illinois |
| 1626. | Bradley village, Illinois | 1679. | East Peoria city, Illinois | 1731. | Kankakee city, Illinois |
| 1627. | Bridgeview village, Illinois | 1680. | East St. Louis city, Illinois | 1732. | Kankakee township, Illinois |
| 1628. | Brookfield village, Illinois | 1681. | East St. Louis township, Illinois | 1733. | Kewanee city, Illinois |
| 1629. | Bruce township, Illinois | 1682. | Edgar County, Illinois | 1734. | La Grange Park village, Illinois |
| 1630. | Burbank city, Illinois | 1683. | Edwardsville city, Illinois | 1735. | La Grange village, Illinois |
| 1631. | Burr Ridge village, Illinois | 1684. | Effingham city, Illinois | 1736. | Lake Forest city, Illinois |
| 1632. | Cahokia village, Illinois | 1685. | Elmwood Park village, Illinois | 1737. | Lake in the Hills village, Illinois |
| 1633. | Calumet township, Illinois | 1686. | Evergreen Park village, Illinois | 1738. | Lake Zurich village, Illinois |
| 1634. | Campton Hills village, Illinois | 1687. | Fairview Heights city, Illinois | 1739. | Lansing village, Illinois |
| 1635. | Campton township, Illinois | 1688. | Fayette County, Illinois | 1740. | LaSalle township, Illinois |
| 1636. | Canton city, Illinois | 1689. | Flagg township, Illinois | 1741. | Lawrence County, Illinois |
| 1637. | Canton township, Illinois | 1690. | Fondulac township, Illinois | 1742. | Lemont township, Illinois |
| 1638. | Carbondale city, Illinois | 1691. | Ford County, Illinois | 1743. | Lemont village, Illinois |
| 1639. | Carbondale township, Illinois | 1692. | Forest Park village, Illinois | 1744. | Libertyville village, Illinois |
| 1640. | Carroll County, Illinois | 1693. | Fox Lake village, Illinois | 1745. | Limestone township, Illinois |
| 1641. | Cary village, Illinois | 1694. | Frankfort village, Illinois | 1746. | Lincoln city, Illinois |
| 1642. | Cass County, Illinois | 1695. | Franklin Park village, Illinois | 1747. | Lincolnwood village, Illinois |
| 1643. | Centralia city, Illinois | 1696. | Freeport city, Illinois | 1748. | Lindhurst village, Illinois |
| 1644. | Centralia township, Illinois | 1697. | Freeport township, Illinois | 1749. | Lisle village, Illinois |
| 1645. | Centreville township, Illinois | 1698. | Geneva city, Illinois | 1750. | Little Rock township, Illinois |
| 1646. | Champaign township, Illinois | 1699. | Geneva township, Illinois | 1751. | Lockport city, Illinois |
| 1647. | Channahon township, Illinois | 1700. | Glen Carbon village, Illinois | 1752. | Logan County, Illinois |
| 1648. | Channahon village, Illinois | 1701. | Glen Ellyn village, Illinois | 1753. | Long Creek township, Illinois |
| 1649. | Charleston city, Illinois | 1702. | Godfrey township, Illinois | 1754. | Loves Park city, Illinois |
| 1650. | Charleston township, Illinois | 1703. | Godfrey village, Illinois | 1755. | Lyons village, Illinois |
| 1651. | Chatham village, Illinois | 1704. | Granite City city, Illinois | 1756. | Machesney Park village, Illinois |
| 1652. | Cherry Valley township, Illinois | 1705. | Granite City township, Illinois | | |
| 1653. | Chicago Heights city, Illinois | | | | |

| | | | | | |
|-------|---------------------------------|-------|--------------------------------------|-------|-----------------------------------|
| 1757. | Macomb city, Illinois | 1809. | Perry County, Illinois | 1861. | Washington city, Illinois |
| 1758. | Macomb City township, Illinois | 1810. | Peru township, Illinois | 1862. | Washington County, Illinois |
| 1759. | Mahomet township, Illinois | 1811. | Piatt County, Illinois | 1863. | Washington township, Illinois |
| 1760. | Manhattan township, Illinois | 1812. | Pike County, Illinois | 1864. | Waterloo city, Illinois |
| 1761. | Manteno township, Illinois | 1813. | Plano city, Illinois | 1865. | Wauconda township, Illinois |
| 1762. | Marion city, Illinois | 1814. | Pontiac city, Illinois | 1866. | Wauconda village, Illinois |
| 1763. | Markham city, Illinois | 1815. | Pontiac township, Illinois | 1867. | Wayne County, Illinois |
| 1764. | Marshall County, Illinois | 1816. | Prospect Heights city, Illinois | 1868. | West Chicago city, Illinois |
| 1765. | Mason County, Illinois | 1817. | Rantoul township, Illinois | 1869. | Westchester village, Illinois |
| 1766. | Massac County, Illinois | 1818. | Rantoul village, Illinois | 1870. | Western Springs village, Illinois |
| 1767. | Matteson village, Illinois | 1819. | Richland County, Illinois | 1871. | Westmont village, Illinois |
| 1768. | Mattoon city, Illinois | 1820. | Richton Park village, Illinois | 1872. | White County, Illinois |
| 1769. | Mattoon township, Illinois | 1821. | River Forest township, Illinois | 1873. | Wilmette village, Illinois |
| 1770. | Maywood village, Illinois | 1822. | River Forest village, Illinois | 1874. | Winnetka village, Illinois |
| 1771. | McDonough County, Illinois | 1823. | Riverdale village, Illinois | 1875. | Wood Dale city, Illinois |
| 1772. | McHenry city, Illinois | 1824. | Riverside township, Illinois | 1876. | Wood River city, Illinois |
| 1773. | Medina township, Illinois | 1825. | Rock Island township, Illinois | 1877. | Woodside township, Illinois |
| 1774. | Melrose Park village, Illinois | 1826. | Rockton township, Illinois | 1878. | Woodstock city, Illinois |
| 1775. | Menard County, Illinois | 1827. | Rolling Meadows city, Illinois | 1879. | Worth village, Illinois |
| 1776. | Mercer County, Illinois | 1828. | Roscoe township, Illinois | 1880. | Yorkville city, Illinois |
| 1777. | Midlothian village, Illinois | 1829. | Roscoe village, Illinois | 1881. | Zion city, Illinois |
| 1778. | Minooka village, Illinois | 1830. | Roselle village, Illinois | 1882. | Zion township, Illinois |
| 1779. | Mokena village, Illinois | 1831. | Round Lake Beach village, Illinois | 1883. | Aboite township, Indiana * |
| 1780. | Moline township, Illinois | 1832. | Round Lake village, Illinois | 1884. | Adams County, Indiana * |
| 1781. | Monee township, Illinois | 1833. | Rutland township, Illinois | 1885. | Adams township, Indiana * |
| 1782. | Montgomery County, Illinois | 1834. | Saline County, Illinois | 1886. | Allen County, Indiana * |
| 1783. | Montgomery village, Illinois | 1835. | Sauk Village village, Illinois | 1887. | Anderson city, Indiana * |
| 1784. | Morris city, Illinois | 1836. | Schiller Park village, Illinois | 1888. | Anderson township, Indiana * |
| 1785. | Morton Grove village, Illinois | 1837. | Shelby County, Illinois | 1889. | Bartholomew County, Indiana * |
| 1786. | Morton township, Illinois | 1838. | Shiloh Valley township, Illinois | 1890. | Bloomington city, Indiana * |
| 1787. | Morton village, Illinois | 1839. | Shiloh village, Illinois | 1891. | Bloomington township, Indiana * |
| 1788. | Moultrie County, Illinois | 1840. | Shorewood village, Illinois | 1892. | Boone County, Indiana * |
| 1789. | Mount Vernon city, Illinois | 1841. | South Elgin village, Illinois | 1893. | Calumet township, Indiana * |
| 1790. | Mount Vernon township, Illinois | 1842. | South Holland village, Illinois | 1894. | Carmel city, Indiana * |
| 1791. | Nameoki township, Illinois | 1843. | South Rock Island township, Illinois | 1895. | Cass County, Indiana * |
| 1792. | New Lenox village, Illinois | 1844. | Sterling city, Illinois | 1896. | Center township, Indiana * |
| 1793. | Newell township, Illinois | 1845. | Sterling township, Illinois | 1897. | Center township, Indiana * |
| 1794. | Niles village, Illinois | 1846. | Streator city, Illinois | 1898. | Center township, Indiana * |
| 1795. | Norridge village, Illinois | 1847. | Sugar Grove township, Illinois | 1899. | Center township, Indiana * |
| 1796. | North Aurora village, Illinois | 1848. | Summit village, Illinois | 1900. | Center township, Indiana * |
| 1797. | North Chicago city, Illinois | 1849. | Swansea village, Illinois | 1901. | Center township, Indiana * |
| 1798. | Northlake city, Illinois | 1850. | Sycamore city, Illinois | 1902. | Clark County, Indiana * |
| 1799. | Norwood Park township, Illinois | 1851. | Sycamore township, Illinois | 1903. | Clay township, Indiana * |
| 1800. | O'Fallon city, Illinois | 1852. | Taylorville city, Illinois | 1904. | Clay township, Indiana * |
| 1801. | O'Fallon township, Illinois | 1853. | Taylorville township, Illinois | 1905. | Clinton County, Indiana * |
| 1802. | Oak Forest city, Illinois | 1854. | Troy city, Illinois | 1906. | Columbus city, Indiana * |
| 1803. | Ottawa city, Illinois | 1855. | Union County, Illinois | 1907. | Columbus township, Indiana * |
| 1804. | Ottawa township, Illinois | 1856. | Vernon Hills village, Illinois | 1908. | Concord township, Indiana * |
| 1805. | Palos Heights city, Illinois | 1857. | Villa Park village, Illinois | 1909. | Crown Point city, Indiana * |
| 1806. | Palos Hills city, Illinois | 1858. | Wabash County, Illinois | 1910. | Daviess County, Indiana * |
| 1807. | Park Forest village, Illinois | 1859. | Warren County, Illinois | 1911. | Dearborn County, Indiana * |
| 1808. | Pekin township, Illinois | 1860. | Warrenville city, Illinois | 1912. | Decatur township, Indiana * |

| | | | | | |
|-------|--|-------|---------------------------------|-------|---------------------------------|
| 1913. | DeKalb County, Indiana * | 1966. | Miami County, Indiana * | 2013. | Wayne County, Indiana * |
| 1914. | Delaware County, Indiana * | 1967. | Michigan City city, Indiana * | 2014. | Wayne township, Indiana * |
| 1915. | Delaware township, Indiana * | 1968. | Mishawaka city, Indiana * | 2015. | Wayne township, Indiana * |
| 1916. | Dubois County, Indiana * | 1969. | Monroe County, Indiana * | 2016. | Wayne township, Indiana * |
| 1917. | Elkhart city, Indiana * | 1970. | Montgomery County, Indiana * | 2017. | Wea township, Indiana * |
| 1918. | Elkhart County, Indiana * | 1971. | Morgan County, Indiana * | 2018. | West Lafayette city, Indiana * |
| 1919. | Elkhart township, Indiana * | 1972. | Muncie city, Indiana * | 2019. | Westfield city, Indiana * |
| 1920. | Evansville city, Indiana * | 1973. | New Albany city, Indiana * | 2020. | White River township, Indiana * |
| 1921. | Fairfield township, Indiana * | 1974. | New Albany township, Indiana * | 2021. | Whitley County, Indiana * |
| 1922. | Fall Creek township, Indiana * | 1975. | Noble County, Indiana * | 2022. | Addison township, Indiana |
| 1923. | Fishers city, Indiana * | 1976. | Noblesville city, Indiana * | 2023. | Auburn city, Indiana |
| 1924. | Floyd County, Indiana * | 1977. | Noblesville township, Indiana * | 2024. | Avon town, Indiana |
| 1925. | Fort Wayne city, Indiana * | 1978. | North township, Indiana * | 2025. | Bainbridge township, Indiana |
| 1926. | Franklin township, Indiana * | 1979. | Ohio township, Indiana * | 2026. | Baugo township, Indiana |
| 1927. | Gary city, Indiana * | 1980. | Penn township, Indiana * | 2027. | Bedford city, Indiana |
| 1928. | Gibson County, Indiana * | 1981. | Perry township, Indiana * | 2028. | Beech Grove city, Indiana |
| 1929. | Goshen city, Indiana * | 1982. | Perry township, Indiana * | 2029. | Blackford County, Indiana |
| 1930. | Grant County, Indiana * | 1983. | Perry township, Indiana * | 2030. | Bluffton city, Indiana |
| 1931. | Greene County, Indiana * | 1984. | Pike township, Indiana * | 2031. | Boon township, Indiana |
| 1932. | Greenwood city, Indiana * | 1985. | Plainfield town, Indiana * | 2032. | Brown County, Indiana |
| 1933. | Guilford township, Indiana * | 1986. | Pleasant township, Indiana * | 2033. | Brown township, Indiana |
| 1934. | Hamilton County, Indiana * | 1987. | Portage city, Indiana * | 2034. | Brown township, Indiana |
| 1935. | Hammond city, Indiana * | 1988. | Portage township, Indiana * | 2035. | Brownsburg town, Indiana |
| 1936. | Hancock County, Indiana * | 1989. | Portage township, Indiana * | 2036. | Carroll County, Indiana |
| 1937. | Harrison County, Indiana * | 1990. | Porter County, Indiana * | 2037. | Cedar Creek township, Indiana |
| 1938. | Harrison township, Indiana * | 1991. | Putnam County, Indiana * | 2038. | Cedar Creek township, Indiana |
| 1939. | Hendricks County, Indiana * | 1992. | Richmond city, Indiana * | 2039. | Cedar Lake town, Indiana |
| 1940. | Henry County, Indiana * | 1993. | Ross township, Indiana * | 2040. | Center township, Indiana |
| 1941. | Hobart township, Indiana * | 1994. | Shelby County, Indiana * | 2041. | Center township, Indiana |
| 1942. | Howard County, Indiana * | 1995. | South Bend city, Indiana * | 2042. | Center township, Indiana |
| 1943. | Huntington County, Indiana * | 1996. | St. John township, Indiana * | 2043. | Center township, Indiana |
| 1944. | Jackson County, Indiana * | 1997. | St. Joseph County, Indiana * | 2044. | Center township, Indiana |
| 1945. | Jasper County, Indiana * | 1998. | St. Joseph township, Indiana * | 2045. | Center township, Indiana |
| 1946. | Jefferson County, Indiana * | 1999. | Steuben County, Indiana * | 2046. | Center township, Indiana |
| 1947. | Jeffersonville city, Indiana * | 2000. | Terre Haute city, Indiana * | 2047. | Centre township, Indiana |
| 1948. | Jeffersonville township, Indiana * | 2001. | Tippecanoe County, Indiana * | 2048. | Charlestown township, Indiana |
| 1949. | Johnson County, Indiana * | 2002. | Valparaiso city, Indiana * | 2049. | Chesterton town, Indiana |
| 1950. | Knight township, Indiana * | 2003. | Vanderburgh County, Indiana * | 2050. | Clarksville town, Indiana |
| 1951. | Knox County, Indiana * | 2004. | Vigo County, Indiana * | 2051. | Clay County, Indiana |
| 1952. | Kokomo city, Indiana * | 2005. | Wabash County, Indiana * | 2052. | Cleveland township, Indiana |
| 1953. | Kosciusko County, Indiana * | 2006. | Wabash township, Indiana * | 2053. | Columbia township, Indiana |
| 1954. | Lafayette city, Indiana * | 2007. | Warren township, Indiana * | 2054. | Connersville city, Indiana |
| 1955. | LaGrange County, Indiana * | 2008. | Warrick County, Indiana * | 2055. | Connersville township, Indiana |
| 1956. | Lake County, Indiana * | 2009. | Washington township, Indiana * | 2056. | Coolspring township, Indiana |
| 1957. | LaPorte County, Indiana * | 2010. | Washington township, Indiana * | 2057. | Crawford County, Indiana |
| 1958. | Lawrence city, Indiana * | 2011. | Washington township, Indiana * | 2058. | Crawfordsville city, Indiana |
| 1959. | Lawrence County, Indiana * | 2012. | Washington township, Indiana * | 2059. | Danville town, Indiana |
| 1960. | Lawrence township, Indiana * | | | 2060. | Decatur County, Indiana |
| 1961. | Lincoln township, Indiana * | | | 2061. | Dyer town, Indiana |
| 1962. | Madison County, Indiana * | | | 2062. | East Chicago city, Indiana |
| 1963. | Marion County / Indianapolis city, Indiana * | | | 2063. | Eel township, Indiana |
| 1964. | Marshall County, Indiana * | | | 2064. | Fall Creek township, Indiana |
| 1965. | Merrillville town, Indiana * | | | 2065. | Fayette County, Indiana |

| | | | | | |
|-------|-----------------------------------|-------|--------------------------------|-------|------------------------------|
| 2066. | Fountain County, Indiana | 2119. | Peru city, Indiana | 2174. | Cerro Gordo County, Iowa * |
| 2067. | Frankfort city, Indiana | 2120. | Peru township, Indiana | 2175. | Clinton County, Iowa * |
| 2068. | Franklin city, Indiana | 2121. | Pigeon township, Indiana | 2176. | Council Bluffs city, Iowa * |
| 2069. | Franklin County, Indiana | 2122. | Pike County, Indiana | 2177. | Dallas County, Iowa * |
| 2070. | Franklin township, Indiana | 2123. | Pipe Creek township, Indiana | 2178. | Davenport city, Iowa * |
| 2071. | Fulton County, Indiana | 2124. | Pleasant township, Indiana | 2179. | Des Moines city, Iowa * |
| 2072. | Georgetown township, Indiana | 2125. | Posey County, Indiana | 2180. | Des Moines County, Iowa * |
| 2073. | Greencastle city, Indiana | 2126. | Pulaski County, Indiana | 2181. | Dubuque city, Iowa * |
| 2074. | Greencastle township, Indiana | 2127. | Randolph County, Indiana | 2182. | Dubuque County, Iowa * |
| 2075. | Greenfield city, Indiana | 2128. | Richland township, Indiana | 2183. | Iowa City city, Iowa * |
| 2076. | Greensburg city, Indiana | 2129. | Ripley County, Indiana | 2184. | Jasper County, Iowa * |
| 2077. | Griffith town, Indiana | 2130. | Rush County, Indiana | 2185. | Johnson County, Iowa * |
| 2078. | Hanover township, Indiana | 2131. | Schererville town, Indiana | 2186. | Lee County, Iowa * |
| 2079. | Harris township, Indiana | 2132. | Scott County, Indiana | 2187. | Linn County, Iowa * |
| 2080. | Harrison township, Indiana | 2133. | Seymour city, Indiana | 2188. | Marion city, Iowa * |
| 2081. | Henry township, Indiana | 2134. | Shawswick township, Indiana | 2189. | Marion County, Iowa * |
| 2082. | Highland town, Indiana | 2135. | Shelbyville city, Indiana | 2190. | Marshall County, Iowa * |
| 2083. | Hobart city, Indiana | 2136. | Silver Creek township, Indiana | 2191. | Muscatine County, Iowa * |
| 2084. | Honey Creek township, Indiana | 2137. | Speedway town, Indiana | 2192. | Polk County, Iowa * |
| 2085. | Huntington city, Indiana | 2138. | Spencer County, Indiana | 2193. | Pottawattamie County, Iowa * |
| 2086. | Huntington township, Indiana | 2139. | St. John town, Indiana | 2194. | Scott County, Iowa * |
| 2087. | Jackson township, Indiana | 2140. | Starke County, Indiana | 2195. | Sioux City city, Iowa * |
| 2088. | Jackson township, Indiana | 2141. | Sugar Creek township, Indiana | 2196. | Sioux County, Iowa * |
| 2089. | Jasper city, Indiana | 2142. | Sullivan County, Indiana | 2197. | Story County, Iowa * |
| 2090. | Jay County, Indiana | 2143. | Switzerland County, Indiana | 2198. | Urbandale city, Iowa * |
| 2091. | Jefferson township, Indiana | 2144. | Tipton County, Indiana | 2199. | Wapello County, Iowa * |
| 2092. | Jennings County, Indiana | 2145. | Troy township, Indiana | 2200. | Warren County, Iowa * |
| 2093. | Keener township, Indiana | 2146. | Union township, Indiana | 2201. | Waterloo city, Iowa * |
| 2094. | La Porte city, Indiana | 2147. | Union township, Indiana | 2202. | Webster County, Iowa * |
| 2095. | Lake Station city, Indiana | 2148. | Van Buren township, Indiana | 2203. | West Des Moines city, Iowa * |
| 2096. | Lawrenceburg township, Indiana | 2149. | Vermillion County, Indiana | 2204. | Woodbury County, Iowa * |
| 2097. | Lebanon city, Indiana | 2150. | Vernon township, Indiana | 2205. | Allamakee County, Iowa |
| 2098. | Logansport city, Indiana | 2151. | Vincennes city, Indiana | 2206. | Altoona city, Iowa |
| 2099. | Lost Creek township, Indiana | 2152. | Vincennes township, Indiana | 2207. | Appanoose County, Iowa |
| 2100. | Madison city, Indiana | 2153. | Warsaw city, Indiana | 2208. | Benton County, Iowa |
| 2101. | Madison township, Indiana | 2154. | Washington city, Indiana | 2209. | Boone city, Iowa |
| 2102. | Marion city, Indiana | 2155. | Washington County, Indiana | 2210. | Boone County, Iowa |
| 2103. | Martin County, Indiana | 2156. | Washington township, Indiana | 2211. | Bremer County, Iowa |
| 2104. | Martinsville city, Indiana | 2157. | Washington township, Indiana | 2212. | Buchanan County, Iowa |
| 2105. | Michigan township, Indiana | 2158. | Washington township, Indiana | 2213. | Buena Vista County, Iowa |
| 2106. | Mill township, Indiana | 2159. | Washington township, Indiana | 2214. | Burlington city, Iowa |
| 2107. | Munster town, Indiana | 2160. | Wayne township, Indiana | 2215. | Butler County, Iowa |
| 2108. | New Castle city, Indiana | 2161. | Wayne township, Indiana | 2216. | Carroll County, Iowa |
| 2109. | New Haven city, Indiana | 2162. | Wells County, Indiana | 2217. | Cass County, Iowa |
| 2110. | Newton County, Indiana | 2163. | Westchester township, Indiana | 2218. | Cedar County, Iowa |
| 2111. | Noble township, Indiana | 2164. | White County, Indiana | 2219. | Cherokee County, Iowa |
| 2112. | Orange County, Indiana | 2165. | Winfield township, Indiana | 2220. | Chickasaw County, Iowa |
| 2113. | Osolo township, Indiana | 2166. | Yorktown town, Indiana | 2221. | Clay County, Iowa |
| 2114. | Owen County, Indiana | 2167. | Zionsville town, Indiana | 2222. | Clayton County, Iowa |
| 2115. | Parke County, Indiana | 2168. | Ames city, Iowa * | 2223. | Clinton city, Iowa |
| 2116. | Patoka township, Indiana | 2169. | Ankeny city, Iowa * | 2224. | Clive city, Iowa |
| 2117. | Perry County, Indiana | 2170. | Bettendorf city, Iowa * | 2225. | Coralville city, Iowa |
| 2118. | Perry township, Indiana | 2171. | Black Hawk County, Iowa * | 2226. | Crawford County, Iowa |
| | | 2172. | Cedar Falls city, Iowa * | 2227. | Delaware County, Iowa |
| | | 2173. | Cedar Rapids city, Iowa * | 2228. | Dickinson County, Iowa |

| | | | | | |
|-------|--------------------------|-------|------------------------------|-------|--------------------------------|
| 2229. | Fairfield city, Iowa | 2284. | Butler County, Kansas * | 2337. | Jackson County, Kansas |
| 2230. | Fayette County, Iowa | 2285. | Cowley County, Kansas * | 2338. | Jefferson County, Kansas |
| 2231. | Floyd County, Iowa | 2286. | Crawford County, Kansas * | 2339. | Junction City city, Kansas |
| 2232. | Fort Dodge city, Iowa | 2287. | Douglas County, Kansas * | 2340. | Labette County, Kansas |
| 2233. | Fort Madison city, Iowa | 2288. | Finney County, Kansas * | 2341. | Lansing city, Kansas |
| 2234. | Franklin County, Iowa | 2289. | Ford County, Kansas * | 2342. | Liberal city, Kansas |
| 2235. | Grimes city, Iowa | 2290. | Geary County, Kansas * | 2343. | Madison township, Kansas |
| 2236. | Grundy County, Iowa | 2291. | Harvey County, Kansas * | 2344. | Marion County, Kansas |
| 2237. | Guthrie County, Iowa | 2292. | Hutchinson city, Kansas * | 2345. | McPherson city, Kansas |
| 2238. | Hamilton County, Iowa | 2293. | Johnson County, Kansas * | 2346. | McPherson County, Kansas |
| 2239. | Hancock County, Iowa | 2294. | Kansas City city, Kansas * | 2347. | Merriam city, Kansas |
| 2240. | Hardin County, Iowa | 2295. | Lawrence city, Kansas * | 2348. | Nemaha County, Kansas |
| 2241. | Harrison County, Iowa | 2296. | Leavenworth city, Kansas * | 2349. | Neosho County, Kansas |
| 2242. | Henry County, Iowa | 2297. | Leavenworth County, Kansas * | 2350. | Newton city, Kansas |
| 2243. | Indianola city, Iowa | | | 2351. | Osage County, Kansas |
| 2244. | Iowa County, Iowa | 2298. | Leawood city, Kansas * | 2352. | Ottawa city, Kansas |
| 2245. | Jackson County, Iowa | 2299. | Lenexa city, Kansas * | 2353. | Pittsburg city, Kansas |
| 2246. | Jefferson County, Iowa | 2300. | Lyon County, Kansas * | 2354. | Pottawatomie County, Kansas |
| 2247. | Johnston city, Iowa | 2301. | Manhattan city, Kansas * | 2355. | Prairie Village city, Kansas |
| 2248. | Jones County, Iowa | 2302. | Miami County, Kansas * | 2356. | Riverside township, Kansas |
| 2249. | Keokuk city, Iowa | 2303. | Montgomery County, Kansas * | 2357. | Rockford township, Kansas |
| 2250. | Keokuk County, Iowa | | | 2358. | Seward County, Kansas |
| 2251. | Kossuth County, Iowa | 2304. | Olathe city, Kansas * | 2359. | Soldier township, Kansas |
| 2252. | Le Mars city, Iowa | 2305. | Overland Park city, Kansas * | 2360. | Sumner County, Kansas |
| 2253. | Louisa County, Iowa | 2306. | Reno County, Kansas * | 2361. | Winfield city, Kansas |
| 2254. | Lyon County, Iowa | 2307. | Riley County, Kansas * | 2362. | Barren County, Kentucky * |
| 2255. | Madison County, Iowa | 2308. | Salina city, Kansas * | 2363. | Boone County, Kentucky * |
| 2256. | Mahaska County, Iowa | 2309. | Saline County, Kansas * | 2364. | Bowling Green city, Kentucky * |
| 2257. | Marshalltown city, Iowa | 2310. | Sedgwick County, Kansas * | | |
| 2258. | Mason City city, Iowa | 2311. | Shawnee city, Kansas * | 2365. | Boyd County, Kentucky * |
| 2259. | Mills County, Iowa | 2312. | Shawnee County, Kansas * | 2366. | Boyle County, Kentucky * |
| 2260. | Mitchell County, Iowa | 2313. | Topeka city, Kansas * | 2367. | Bullitt County, Kentucky * |
| 2261. | Muscatine city, Iowa | 2314. | Wichita city, Kansas * | 2368. | Calloway County, Kentucky * |
| 2262. | Newton city, Iowa | 2315. | Allen County, Kansas | 2369. | Campbell County, Kentucky * |
| 2263. | North Liberty city, Iowa | 2316. | Andover city, Kansas | 2370. | Christian County, Kentucky * |
| 2264. | Norwalk city, Iowa | 2317. | Arkansas City city, Kansas | 2371. | Clark County, Kentucky * |
| 2265. | O'Brien County, Iowa | 2318. | Atchison city, Kansas | 2372. | Covington city, Kentucky * |
| 2266. | Oskaloosa city, Iowa | 2319. | Atchison County, Kansas | 2373. | Daviess County, Kentucky * |
| 2267. | Ottumwa city, Iowa | 2320. | Barton County, Kansas | 2374. | Elizabethtown city, Kentucky * |
| 2268. | Page County, Iowa | 2321. | Bourbon County, Kansas | | |
| 2269. | Pella city, Iowa | 2322. | Bruno township, Kansas | 2375. | Florence city, Kentucky * |
| 2270. | Pleasant Hill city, Iowa | 2323. | Cherokee County, Kansas | 2376. | Floyd County, Kentucky * |
| 2271. | Plymouth County, Iowa | 2324. | Derby city, Kansas | 2377. | Franklin County, Kentucky * |
| 2272. | Poweshiek County, Iowa | 2325. | Dickinson County, Kansas | 2378. | Georgetown city, Kentucky * |
| 2273. | Shelby County, Iowa | 2326. | Dodge City city, Kansas | 2379. | Graves County, Kentucky * |
| 2274. | Spencer city, Iowa | 2327. | El Dorado city, Kansas | 2380. | Greenup County, Kentucky * |
| 2275. | Storm Lake city, Iowa | 2328. | Ellis County, Kansas | 2381. | Hardin County, Kentucky * |
| 2276. | Tama County, Iowa | 2329. | Emporia city, Kansas | 2382. | Henderson County, Kentucky * |
| 2277. | Union County, Iowa | 2330. | Fairmount township, Kansas | | |
| 2278. | Washington County, Iowa | 2331. | Franklin County, Kansas | 2383. | Hopkins County, Kentucky * |
| 2279. | Waukee city, Iowa | 2332. | Garden City city, Kansas | 2384. | Hopkinsville city, Kentucky * |
| 2280. | Waverly city, Iowa | 2333. | Gardner city, Kansas | 2385. | Jessamine County, Kentucky * |
| 2281. | Winnebago County, Iowa | 2334. | Great Bend city, Kansas | 2386. | Kenton County, Kentucky * |
| 2282. | Winneshiek County, Iowa | 2335. | Hays city, Kansas | 2387. | Knox County, Kentucky * |
| 2283. | Wright County, Iowa | 2336. | Haysville city, Kansas | 2388. | Laurel County, Kentucky * |

| | | | | | |
|-------|--|-------|---------------------------------|-------|--|
| 2389. | Lexington-Fayette urban county, Kentucky * | 2438. | Harrison County, Kentucky | 2491. | Washington County, Kentucky |
| 2390. | Louisville/Jefferson County metro government, Kentucky * | 2439. | Hart County, Kentucky | 2492. | Wayne County, Kentucky |
| 2391. | Madison County, Kentucky * | 2440. | Henderson city, Kentucky | 2493. | Webster County, Kentucky |
| 2392. | Marshall County, Kentucky * | 2441. | Henry County, Kentucky | 2494. | Winchester city, Kentucky |
| 2393. | McCracken County, Kentucky * | 2442. | Independence city, Kentucky | 2495. | Woodford County, Kentucky |
| 2394. | Muhlenberg County, Kentucky * | 2443. | Jackson County, Kentucky | 2496. | Acadia Parish, Louisiana * |
| 2395. | Nelson County, Kentucky * | 2444. | Jeffersontown city, Kentucky | 2497. | Alexandria city, Louisiana * |
| 2396. | Nicholasville city, Kentucky * | 2445. | Johnson County, Kentucky | 2498. | Ascension Parish, Louisiana * |
| 2397. | Oldham County, Kentucky * | 2446. | Knott County, Kentucky | 2499. | Avoyelles Parish, Louisiana * |
| 2398. | Owensboro city, Kentucky * | 2447. | Larue County, Kentucky | 2500. | Baton Rouge city, Louisiana * |
| 2399. | Pike County, Kentucky * | 2448. | Lawrence County, Kentucky | 2501. | Beauregard Parish, Louisiana * |
| 2400. | Pulaski County, Kentucky * | 2449. | Lawrenceburg city, Kentucky | 2502. | Bossier City city, Louisiana * |
| 2401. | Richmond city, Kentucky * | 2450. | Letcher County, Kentucky | 2503. | Bossier Parish, Louisiana * |
| 2402. | Scott County, Kentucky * | 2451. | Lewis County, Kentucky | 2504. | Caddo Parish, Louisiana * |
| 2403. | Shelby County, Kentucky * | 2452. | Lincoln County, Kentucky | 2505. | Calcasieu Parish, Louisiana * |
| 2404. | Warren County, Kentucky * | 2453. | Logan County, Kentucky | 2506. | East Baton Rouge Parish, Louisiana * |
| 2405. | Whitley County, Kentucky * | 2454. | Lyndon city, Kentucky | 2507. | Evangeline Parish, Louisiana * |
| 2406. | Adair County, Kentucky | 2455. | Madisonville city, Kentucky | 2508. | Iberia Parish, Louisiana * |
| 2407. | Allen County, Kentucky | 2456. | Magoffin County, Kentucky | 2509. | Iberville Parish, Louisiana * |
| 2408. | Anderson County, Kentucky | 2457. | Marion County, Kentucky | 2510. | Jefferson Davis Parish, Louisiana * |
| 2409. | Ashland city, Kentucky | 2458. | Martin County, Kentucky | 2511. | Jefferson Parish, Louisiana * |
| 2410. | Bardstown city, Kentucky | 2459. | Mason County, Kentucky | 2512. | Kenner city, Louisiana * |
| 2411. | Bath County, Kentucky | 2460. | McCreary County, Kentucky | 2513. | Lafayette city, Louisiana * |
| 2412. | Bell County, Kentucky | 2461. | Meade County, Kentucky | 2514. | Lafayette Parish, Louisiana * |
| 2413. | Berea city, Kentucky | 2462. | Mercer County, Kentucky | 2515. | Lafourche Parish, Louisiana * |
| 2414. | Bourbon County, Kentucky | 2463. | Metcalfe County, Kentucky | 2516. | Lake Charles city, Louisiana * |
| 2415. | Breathitt County, Kentucky | 2464. | Monroe County, Kentucky | 2517. | Lincoln Parish, Louisiana * |
| 2416. | Breckinridge County, Kentucky | 2465. | Montgomery County, Kentucky | 2518. | Livingston Parish, Louisiana * |
| 2417. | Butler County, Kentucky | 2466. | Morgan County, Kentucky | 2519. | Monroe city, Louisiana * |
| 2418. | Caldwell County, Kentucky | 2467. | Mount Washington city, Kentucky | 2520. | Natchitoches Parish, Louisiana * |
| 2419. | Campbellsville city, Kentucky | 2468. | Murray city, Kentucky | 2521. | New Orleans city / Orleans Parish, Louisiana * |
| 2420. | Carroll County, Kentucky | 2469. | Newport city, Kentucky | 2522. | Ouachita Parish, Louisiana * |
| 2421. | Carter County, Kentucky | 2470. | Ohio County, Kentucky | 2523. | Rapides Parish, Louisiana * |
| 2422. | Casey County, Kentucky | 2471. | Owen County, Kentucky | 2524. | Shreveport city, Louisiana * |
| 2423. | Clay County, Kentucky | 2472. | Paducah city, Kentucky | 2525. | St. Bernard Parish, Louisiana * |
| 2424. | Clinton County, Kentucky | 2473. | Pendleton County, Kentucky | 2526. | St. Charles Parish, Louisiana * |
| 2425. | Danville city, Kentucky | 2474. | Perry County, Kentucky | 2527. | St. John the Baptist Parish, Louisiana * |
| 2426. | Edmonson County, Kentucky | 2475. | Powell County, Kentucky | 2528. | St. Landry Parish, Louisiana * |
| 2427. | Erlanger city, Kentucky | 2476. | Radcliff city, Kentucky | 2529. | St. Martin Parish, Louisiana * |
| 2428. | Estill County, Kentucky | 2477. | Rockcastle County, Kentucky | 2530. | St. Mary Parish, Louisiana * |
| 2429. | Fleming County, Kentucky | 2478. | Rowan County, Kentucky | 2531. | St. Tammany Parish, Louisiana * |
| 2430. | Fort Thomas city, Kentucky | 2479. | Russell County, Kentucky | 2532. | Tangipahoa Parish, Louisiana * |
| 2431. | Frankfort city, Kentucky | 2480. | Shelbyville city, Kentucky | 2533. | Terrebonne Parish, Louisiana * |
| 2432. | Garrard County, Kentucky | 2481. | Shepherdsville city, Kentucky | 2534. | Vermilion Parish, Louisiana * |
| 2433. | Glasgow city, Kentucky | 2482. | Shively city, Kentucky | 2535. | Vernon Parish, Louisiana * |
| 2434. | Grant County, Kentucky | 2483. | Simpson County, Kentucky | | |
| 2435. | Grayson County, Kentucky | 2484. | Somerset city, Kentucky | | |
| 2436. | Green County, Kentucky | 2485. | Spencer County, Kentucky | | |
| 2437. | Harlan County, Kentucky | 2486. | St. Matthews city, Kentucky | | |
| | | 2487. | Taylor County, Kentucky | | |
| | | 2488. | Todd County, Kentucky | | |
| | | 2489. | Trigg County, Kentucky | | |
| | | 2490. | Union County, Kentucky | | |

| | | | | | |
|-------|------------------------------------|-------|---------------------------------|-------|---------------------------------------|
| 2536. | Washington Parish, Louisiana * | 2586. | Youngsville city, Louisiana | 2638. | Frederick city, Maryland * |
| 2537. | Webster Parish, Louisiana * | 2587. | Zachary city, Louisiana | 2639. | Frederick County, Maryland * |
| 2538. | Abbeville city, Louisiana | 2588. | Androscoggin County, Maine * | 2640. | Gaithersburg city, Maryland * |
| 2539. | Allen Parish, Louisiana | 2589. | Aroostook County, Maine * | 2641. | Hagerstown city, Maryland * |
| 2540. | Assumption Parish, Louisiana | 2590. | Bangor city, Maine * | 2642. | Harford County, Maryland * |
| 2541. | Baker city, Louisiana | 2591. | Cumberland County, Maine * | 2643. | Howard County, Maryland * |
| 2542. | Bastrop city, Louisiana | 2592. | Franklin County, Maine * | 2644. | Montgomery County, Maryland * |
| 2543. | Bienville Parish, Louisiana | 2593. | Hancock County, Maine * | 2645. | Prince George's County, Maryland * |
| 2544. | Bogalusa city, Louisiana | 2594. | Kennebec County, Maine * | 2646. | Queen Anne's County, Maryland * |
| 2545. | Broussard city, Louisiana | 2595. | Knox County, Maine * | 2647. | Rockville city, Maryland * |
| 2546. | Central city, Louisiana | 2596. | Lewiston city, Maine * | 2648. | Salisbury city, Maryland * |
| 2547. | Claiborne Parish, Louisiana | 2597. | Lincoln County, Maine * | 2649. | St. Mary's County, Maryland * |
| 2548. | Concordia Parish, Louisiana | 2598. | Oxford County, Maine * | 2650. | Talbot County, Maryland * |
| 2549. | Covington city, Louisiana | 2599. | Penobscot County, Maine * | 2651. | Washington County, Maryland * |
| 2550. | Crowley city, Louisiana | 2600. | Portland city, Maine * | 2652. | Wicomico County, Maryland * |
| 2551. | De Soto Parish, Louisiana | 2601. | Sagadahoc County, Maine * | 2653. | Worcester County, Maryland * |
| 2552. | DeRidder city, Louisiana | 2602. | Somerset County, Maine * | 2654. | Aberdeen city, Maryland |
| 2553. | East Feliciana Parish, Louisiana | 2603. | Waldo County, Maine * | 2655. | Bel Air town, Maryland |
| 2554. | Franklin Parish, Louisiana | 2604. | Washington County, Maine * | 2656. | Cambridge city, Maryland |
| 2555. | Gonzales city, Louisiana | 2605. | York County, Maine * | 2657. | Cumberland city, Maryland |
| 2556. | Grant Parish, Louisiana | 2606. | Auburn city, Maine | 2658. | Easton town, Maryland |
| 2557. | Gretna city, Louisiana | 2607. | Augusta city, Maine | 2659. | Elkton town, Maryland |
| 2558. | Hammond city, Louisiana | 2608. | Biddeford city, Maine | 2660. | Garrett County, Maryland |
| 2559. | Jackson Parish, Louisiana | 2609. | Brunswick town, Maine | 2661. | Greenbelt city, Maryland |
| 2560. | LaSalle Parish, Louisiana | 2610. | Falmouth town, Maine | 2662. | Havre de Grace city, Maryland |
| 2561. | Madison Parish, Louisiana | 2611. | Gorham town, Maine | 2663. | Hyattsville city, Maryland |
| 2562. | Mandeville city, Louisiana | 2612. | Kennebunk town, Maine | 2664. | Kent County, Maryland |
| 2563. | Minden city, Louisiana | 2613. | Orono town, Maine | 2665. | Laurel city, Maryland |
| 2564. | Morehouse Parish, Louisiana | 2614. | Piscataquis County, Maine | 2666. | New Carrollton city, Maryland |
| 2565. | Morgan City city, Louisiana | 2615. | Saco city, Maine | 2667. | Somerset County, Maryland |
| 2566. | Natchitoches city, Louisiana | 2616. | Sanford city, Maine | 2668. | Takoma Park city, Maryland |
| 2567. | New Iberia city, Louisiana | 2617. | Scarborough town, Maine | 2669. | Westminster city, Maryland |
| 2568. | Opelousas city, Louisiana | 2618. | South Portland city, Maine | 2670. | Amherst town, Massachusetts * |
| 2569. | Pineville city, Louisiana | 2619. | Standish town, Maine | 2671. | Andover town, Massachusetts * |
| 2570. | Plaquemines Parish, Louisiana | 2620. | Waterville city, Maine | 2672. | Arlington town, Massachusetts * |
| 2571. | Pointe Coupee Parish, Louisiana | 2621. | Wells town, Maine | 2673. | Attleboro city, Massachusetts * |
| 2572. | Richland Parish, Louisiana | 2622. | Westbrook city, Maine | 2674. | Barnstable County, Massachusetts * |
| 2573. | Ruston city, Louisiana | 2623. | Windham town, Maine | 2675. | Barnstable Town city, Massachusetts * |
| 2574. | Sabine Parish, Louisiana | 2624. | York town, Maine | 2676. | Beverly city, Massachusetts * |
| 2575. | Slidell city, Louisiana | 2625. | Allegany County, Maryland * | 2677. | Billerica town, Massachusetts * |
| 2576. | St. Helena Parish, Louisiana | 2626. | Annapolis city, Maryland * | 2678. | Boston city, Massachusetts * |
| 2577. | St. James Parish, Louisiana | 2627. | Anne Arundel County, Maryland * | 2679. | Braintree Town city, Massachusetts * |
| 2578. | Sulphur city, Louisiana | 2628. | Baltimore city, Maryland * | | |
| 2579. | Thibodaux city, Louisiana | 2629. | Baltimore County, Maryland * | | |
| 2580. | Union Parish, Louisiana | 2630. | Bowie city, Maryland * | | |
| 2581. | West Baton Rouge Parish, Louisiana | 2631. | Calvert County, Maryland * | | |
| 2582. | West Carroll Parish, Louisiana | 2632. | Caroline County, Maryland * | | |
| 2583. | West Feliciana Parish, Louisiana | 2633. | Carroll County, Maryland * | | |
| 2584. | West Monroe city, Louisiana | 2634. | Cecil County, Maryland * | | |
| 2585. | Winn Parish, Louisiana | 2635. | Charles County, Maryland * | | |
| | | 2636. | College Park city, Maryland * | | |
| | | 2637. | Dorchester County, Maryland * | | |

| | | | | | |
|-------|-------------------------------------|-------|--------------------------------------|-------|--------------------------------------|
| 2680. | Bristol County, Massachusetts * | 2712. | North Andover town, Massachusetts * | 2749. | Charlton town, Massachusetts |
| 2681. | Brockton city, Massachusetts * | 2713. | Peabody city, Massachusetts * | 2750. | Clinton town, Massachusetts |
| 2682. | Brookline town, Massachusetts * | 2714. | Pittsfield city, Massachusetts * | 2751. | Concord town, Massachusetts |
| 2683. | Cambridge city, Massachusetts * | 2715. | Plymouth County, Massachusetts * | 2752. | Danvers town, Massachusetts |
| 2684. | Chelmsford town, Massachusetts * | 2716. | Plymouth town, Massachusetts * | 2753. | Dedham town, Massachusetts |
| 2685. | Chelsea city, Massachusetts * | 2717. | Quincy city, Massachusetts * | 2754. | Dennis town, Massachusetts |
| 2686. | Chicopee city, Massachusetts * | 2718. | Randolph Town city, Massachusetts * | 2755. | Dudley town, Massachusetts |
| 2687. | Dartmouth town, Massachusetts * | 2719. | Revere city, Massachusetts * | 2756. | Dukes County, Massachusetts |
| 2688. | Dracut town, Massachusetts * | 2720. | Salem city, Massachusetts * | 2757. | Duxbury town, Massachusetts |
| 2689. | Everett city, Massachusetts * | 2721. | Shrewsbury town, Massachusetts * | 2758. | East Bridgewater town, Massachusetts |
| 2690. | Fall River city, Massachusetts * | 2722. | Somerville city, Massachusetts * | 2759. | East Longmeadow town, Massachusetts |
| 2691. | Falmouth town, Massachusetts * | 2723. | Springfield city, Massachusetts * | 2760. | Easthampton Town city, Massachusetts |
| 2692. | Fitchburg city, Massachusetts * | 2724. | Taunton city, Massachusetts * | 2761. | Easton town, Massachusetts |
| 2693. | Framingham city, Massachusetts * | 2725. | Tewksbury town, Massachusetts * | 2762. | Fairhaven town, Massachusetts |
| 2694. | Franklin Town city, Massachusetts * | 2726. | Waltham city, Massachusetts * | 2763. | Foxborough town, Massachusetts |
| 2695. | Gloucester city, Massachusetts * | 2727. | Watertown Town city, Massachusetts * | 2764. | Gardner city, Massachusetts |
| 2696. | Haverhill city, Massachusetts * | 2728. | Westfield city, Massachusetts * | 2765. | Grafton town, Massachusetts |
| 2697. | Holyoke city, Massachusetts * | 2729. | Weymouth Town city, Massachusetts * | 2766. | Greenfield Town city, Massachusetts |
| 2698. | Lawrence city, Massachusetts * | 2730. | Woburn city, Massachusetts * | 2767. | Groton town, Massachusetts |
| 2699. | Leominster city, Massachusetts * | 2731. | Worcester city, Massachusetts * | 2768. | Hanover town, Massachusetts |
| 2700. | Lexington town, Massachusetts * | 2732. | Abington town, Massachusetts | 2769. | Hanson town, Massachusetts |
| 2701. | Lowell city, Massachusetts * | 2733. | Acton town, Massachusetts | 2770. | Harwich town, Massachusetts |
| 2702. | Lynn city, Massachusetts * | 2734. | Acushnet town, Massachusetts | 2771. | Hingham town, Massachusetts |
| 2703. | Malden city, Massachusetts * | 2735. | Agawam Town city, Massachusetts | 2772. | Holbrook town, Massachusetts |
| 2704. | Marlborough city, Massachusetts * | 2736. | Amesbury Town city, Massachusetts | 2773. | Holden town, Massachusetts |
| 2705. | Medford city, Massachusetts * | 2737. | Ashland town, Massachusetts | 2774. | Holliston town, Massachusetts |
| 2706. | Methuen Town city, Massachusetts * | 2738. | Athol town, Massachusetts | 2775. | Hopkinton town, Massachusetts |
| 2707. | Natick town, Massachusetts * | 2739. | Auburn town, Massachusetts | 2776. | Hudson town, Massachusetts |
| 2708. | Needham town, Massachusetts * | 2740. | Bedford town, Massachusetts | 2777. | Hull town, Massachusetts |
| 2709. | New Bedford city, Massachusetts * | 2741. | Belchertown town, Massachusetts | 2778. | Ipswich town, Massachusetts |
| 2710. | Newton city, Massachusetts * | 2742. | Bellingham town, Massachusetts | 2779. | Kingston town, Massachusetts |
| 2711. | Norfolk County, Massachusetts * | 2743. | Belmont town, Massachusetts | 2780. | Lakeville town, Massachusetts |
| | | 2744. | Bourne town, Massachusetts | 2781. | Leicester town, Massachusetts |
| | | 2745. | Bridgewater Town city, Massachusetts | 2782. | Littleton town, Massachusetts |
| | | 2746. | Burlington town, Massachusetts | 2783. | Longmeadow town, Massachusetts |
| | | 2747. | Canton town, Massachusetts | 2784. | Ludlow town, Massachusetts |
| | | 2748. | Carver town, Massachusetts | 2785. | Lunenburg town, Massachusetts |
| | | | | 2786. | Lynnfield town, Massachusetts |
| | | | | 2787. | Mansfield town, Massachusetts |
| | | | | 2788. | Marblehead town, Massachusetts |
| | | | | 2789. | Marshfield town, Massachusetts |
| | | | | 2790. | Mashpee town, Massachusetts |
| | | | | 2791. | Maynard town, Massachusetts |

| | | | | | |
|-------|--|-------|---|-------|---|
| 2792. | Medfield town, Massachusetts | 2831. | Stoughton town, Massachusetts | 2869. | Canton charter township, Michigan * |
| 2793. | Medway town, Massachusetts | 2832. | Sudbury town, Massachusetts | 2870. | Cass County, Michigan * |
| 2794. | Melrose city, Massachusetts | 2833. | Swampscott town, Massachusetts | 2871. | Chesterfield township, Michigan * |
| 2795. | Middleborough town, Massachusetts | 2834. | Swansea town, Massachusetts | 2872. | Chippewa County, Michigan * |
| 2796. | Middleton town, Massachusetts | 2835. | Tyngsborough town, Massachusetts | 2873. | Clare County, Michigan * |
| 2797. | Milford town, Massachusetts | 2836. | Uxbridge town, Massachusetts | 2874. | Clinton charter township, Michigan * |
| 2798. | Millbury town, Massachusetts | 2837. | Wakefield town, Massachusetts | 2875. | Clinton County, Michigan * |
| 2799. | Milton town, Massachusetts | 2838. | Walpole town, Massachusetts | 2876. | Commerce charter township, Michigan * |
| 2800. | Nantucket town, Massachusetts | 2839. | Wareham town, Massachusetts | 2877. | Dearborn city, Michigan * |
| 2801. | Newburyport city, Massachusetts | 2840. | Wayland town, Massachusetts | 2878. | Dearborn Heights city, Michigan * |
| 2802. | Norfolk town, Massachusetts | 2841. | Webster town, Massachusetts | 2879. | Delta charter township, Michigan * |
| 2803. | North Adams city, Massachusetts | 2842. | Wellesley town, Massachusetts | 2880. | Delta County, Michigan * |
| 2804. | North Attleborough town, Massachusetts | 2843. | West Springfield Town city, Massachusetts | 2881. | Detroit city, Michigan * |
| 2805. | North Reading town, Massachusetts | 2844. | Westborough town, Massachusetts | 2882. | East Lansing city, Michigan * |
| 2806. | Northampton city, Massachusetts | 2845. | Westford town, Massachusetts | 2883. | Eastpointe city, Michigan * |
| 2807. | Northborough town, Massachusetts | 2846. | Weston town, Massachusetts | 2884. | Eaton County, Michigan * |
| 2808. | Northbridge town, Massachusetts | 2847. | Westport town, Massachusetts | 2885. | Emmet County, Michigan * |
| 2809. | Norton town, Massachusetts | 2848. | Westwood town, Massachusetts | 2886. | Farmington Hills city, Michigan * |
| 2810. | Norwell town, Massachusetts | 2849. | Whitman town, Massachusetts | 2887. | Flint charter township, Michigan * |
| 2811. | Norwood town, Massachusetts | 2850. | Wilbraham town, Massachusetts | 2888. | Flint city, Michigan * |
| 2812. | Oxford town, Massachusetts | 2851. | Wilmington town, Massachusetts | 2889. | Genesee County, Michigan * |
| 2813. | Palmer Town city, Massachusetts | 2852. | Winchendon town, Massachusetts | 2890. | Georgetown charter township, Michigan * |
| 2814. | Pembroke town, Massachusetts | 2853. | Winchester town, Massachusetts | 2891. | Grand Blanc charter township, Michigan * |
| 2815. | Pepperell town, Massachusetts | 2854. | Winthrop Town city, Massachusetts | 2892. | Grand Rapids city, Michigan * |
| 2816. | Raynham town, Massachusetts | 2855. | Wrentham town, Massachusetts | 2893. | Grand Traverse County, Michigan * |
| 2817. | Reading town, Massachusetts | 2856. | Yarmouth town, Massachusetts | 2894. | Gratiot County, Michigan * |
| 2818. | Rehoboth town, Massachusetts | 2857. | Allegan County, Michigan * | 2895. | Hillsdale County, Michigan * |
| 2819. | Rockland town, Massachusetts | 2858. | Ann Arbor city, Michigan * | 2896. | Holland charter township, Michigan * |
| 2820. | Sandwich town, Massachusetts | 2859. | Barry County, Michigan * | 2897. | Holland city, Michigan * |
| 2821. | Saugus town, Massachusetts | 2860. | Battle Creek city, Michigan * | 2898. | Houghton County, Michigan * |
| 2822. | Scituate town, Massachusetts | 2861. | Bay City city, Michigan * | 2899. | Huron County, Michigan * |
| 2823. | Seekonk town, Massachusetts | 2862. | Bay County, Michigan * | 2900. | Independence charter township, Michigan * |
| 2824. | Sharon town, Massachusetts | 2863. | Bedford township, Michigan * | 2901. | Ingham County, Michigan * |
| 2825. | Somerset town, Massachusetts | 2864. | Berrien County, Michigan * | 2902. | Ionia County, Michigan * |
| 2826. | South Hadley town, Massachusetts | 2865. | Bloomfield charter township, Michigan * | 2903. | Isabella County, Michigan * |
| 2827. | Southborough town, Massachusetts | 2866. | Branch County, Michigan * | 2904. | Jackson city, Michigan * |
| 2828. | Southbridge Town city, Massachusetts | 2867. | Brownstown charter township, Michigan * | 2905. | Jackson County, Michigan * |
| 2829. | Spencer town, Massachusetts | 2868. | Calhoun County, Michigan * | 2906. | Kalamazoo city, Michigan * |
| 2830. | Stoneham town, Massachusetts | | | 2907. | Kalamazoo County, Michigan * |
| | | | | 2908. | Kent County, Michigan * |
| | | | | 2909. | Kentwood city, Michigan * |

| | | | | | |
|-------|---|-------|--|-------|---|
| 2910. | Lansing city, Michigan * | 2951. | Taylor city, Michigan * | 2993. | Cascade charter township, Michigan |
| 2911. | Lapeer County, Michigan * | 2952. | Troy city, Michigan * | 2994. | Charlevoix County, Michigan |
| 2912. | Lenawee County, Michigan * | 2953. | Tuscola County, Michigan * | 2995. | Cheboygan County, Michigan |
| 2913. | Lincoln Park city, Michigan * | 2954. | Van Buren County, Michigan * | 2996. | Clawson city, Michigan |
| 2914. | Livingston County, Michigan * | 2955. | Warren city, Michigan * | 2997. | Coldwater city, Michigan |
| 2915. | Livonia city, Michigan * | 2956. | Washtenaw County, Michigan * | 2998. | Comstock charter township, Michigan |
| 2916. | Macomb County, Michigan * | 2957. | Waterford charter township, Michigan * | 2999. | Cooper charter township, Michigan |
| 2917. | Macomb township, Michigan * | 2958. | Wayne County, Michigan * | 3000. | Crawford County, Michigan |
| 2918. | Marquette County, Michigan * | 2959. | West Bloomfield charter township, Michigan * | 3001. | Davison township, Michigan |
| 2919. | Mecosta County, Michigan * | 2960. | Westland city, Michigan * | 3002. | Delhi charter township, Michigan |
| 2920. | Meridian charter township, Michigan * | 2961. | Wexford County, Michigan * | 3003. | DeWitt charter township, Michigan |
| 2921. | Midland city, Michigan * | 2962. | White Lake charter township, Michigan * | 3004. | Dickinson County, Michigan |
| 2922. | Midland County, Michigan * | 2963. | Wyoming city, Michigan * | 3005. | East Bay township, Michigan |
| 2923. | Monroe County, Michigan * | 2964. | Ypsilanti charter township, Michigan * | 3006. | East Grand Rapids city, Michigan |
| 2924. | Montcalm County, Michigan * | 2965. | Ada township, Michigan | 3007. | Egelston township, Michigan |
| 2925. | Muskegon city, Michigan * | 2966. | Adrian city, Michigan | 3008. | Emmett charter township, Michigan |
| 2926. | Muskegon County, Michigan * | 2967. | Alcona County, Michigan | 3009. | Escanaba city, Michigan |
| 2927. | Newaygo County, Michigan * | 2968. | Algoma township, Michigan | 3010. | Farmington city, Michigan |
| 2928. | Novi city, Michigan * | 2969. | Allen Park city, Michigan | 3011. | Fenton charter township, Michigan |
| 2929. | Oakland County, Michigan * | 2970. | Allendale charter township, Michigan | 3012. | Fenton city, Michigan |
| 2930. | Orion charter township, Michigan * | 2971. | Alpena County, Michigan | 3013. | Ferndale city, Michigan |
| 2931. | Ottawa County, Michigan * | 2972. | Alpine township, Michigan | 3014. | Flat Rock city, Michigan |
| 2932. | Pittsfield charter township, Michigan * | 2973. | Antrim County, Michigan | 3015. | Flushing charter township, Michigan |
| 2933. | Plainfield charter township, Michigan * | 2974. | Antwerp township, Michigan | 3016. | Fort Gratiot charter township, Michigan |
| 2934. | Pontiac city, Michigan * | 2975. | Arenac County, Michigan | 3017. | Fraser city, Michigan |
| 2935. | Portage city, Michigan * | 2976. | Auburn Hills city, Michigan | 3018. | Frenchtown township, Michigan |
| 2936. | Redford charter township, Michigan * | 2977. | Bangor charter township, Michigan | 3019. | Fruitport charter township, Michigan |
| 2937. | Rochester Hills city, Michigan * | 2978. | Bath charter township, Michigan | 3020. | Gaines charter township, Michigan |
| 2938. | Roseville city, Michigan * | 2979. | Benton charter township, Michigan | 3021. | Garden City city, Michigan |
| 2939. | Royal Oak city, Michigan * | 2980. | Benzie County, Michigan | 3022. | Garfield charter township, Michigan |
| 2940. | Saginaw charter township, Michigan * | 2981. | Berkley city, Michigan | 3023. | Genesee charter township, Michigan |
| 2941. | Saginaw city, Michigan * | 2982. | Beverly Hills village, Michigan | 3024. | Genoa township, Michigan |
| 2942. | Saginaw County, Michigan * | 2983. | Big Rapids city, Michigan | 3025. | Gladwin County, Michigan |
| 2943. | Sanilac County, Michigan * | 2984. | Birmingham city, Michigan | 3026. | Gogebic County, Michigan |
| 2944. | Shelby charter township, Michigan * | 2985. | Blackman charter township, Michigan | 3027. | Grand Haven charter township, Michigan |
| 2945. | Shiawassee County, Michigan * | 2986. | Brandon charter township, Michigan | 3028. | Grand Haven city, Michigan |
| 2946. | Southfield city, Michigan * | 2987. | Brighton township, Michigan | 3029. | Grand Rapids charter township, Michigan |
| 2947. | St. Clair County, Michigan * | 2988. | Burton city, Michigan | 3030. | Grandville city, Michigan |
| 2948. | St. Clair Shores city, Michigan * | 2989. | Byron township, Michigan | | |
| 2949. | St. Joseph County, Michigan * | 2990. | Cadillac city, Michigan | | |
| 2950. | Sterling Heights city, Michigan * | 2991. | Caledonia township, Michigan | | |
| | | 2992. | Cannon township, Michigan | | |

| | | |
|---|---|---|
| 3031. Green Oak township, Michigan | 3071. Mount Morris township, Michigan | 3112. Traverse City city, Michigan |
| 3032. Grosse Ile township, Michigan | 3072. Mount Pleasant city, Michigan | 3113. Trenton city, Michigan |
| 3033. Grosse Pointe Park city, Michigan | 3073. Mundy township, Michigan | 3114. Tyrone township, Michigan |
| 3034. Grosse Pointe Woods city, Michigan | 3074. Muskegon charter township, Michigan | 3115. Union charter township, Michigan |
| 3035. Hamburg township, Michigan | 3075. Muskegon Heights city, Michigan | 3116. Van Buren charter township, Michigan |
| 3036. Hamtramck city, Michigan | 3076. New Baltimore city, Michigan | 3117. Vienna charter township, Michigan |
| 3037. Harper Woods city, Michigan | 3077. Niles city, Michigan | 3118. Walker city, Michigan |
| 3038. Harrison charter township, Michigan | 3078. Niles township, Michigan | 3119. Washington township, Michigan |
| 3039. Hartland township, Michigan | 3079. Northville township, Michigan | 3120. Wayne city, Michigan |
| 3040. Hazel Park city, Michigan | 3080. Norton Shores city, Michigan | 3121. Wixom city, Michigan |
| 3041. Highland charter township, Michigan | 3081. Oak Park city, Michigan | 3122. Woodhaven city, Michigan |
| 3042. Highland Park city, Michigan | 3082. Oakland charter township, Michigan | 3123. Wyandotte city, Michigan |
| 3043. Holly township, Michigan | 3083. Oceana County, Michigan | 3124. Ypsilanti city, Michigan |
| 3044. Huron charter township, Michigan | 3084. Oceola township, Michigan | 3125. Zeeland charter township, Michigan |
| 3045. Inkster city, Michigan | 3085. Ogemaw County, Michigan | 3126. Andover city, Minnesota * |
| 3046. Ionia city, Michigan | 3086. Osceola County, Michigan | 3127. Anoka County, Minnesota * |
| 3047. Iosco County, Michigan | 3087. Oshtemo charter township, Michigan | 3128. Apple Valley city, Minnesota * |
| 3048. Iron County, Michigan | 3088. Otsego County, Michigan | 3129. Becker County, Minnesota * |
| 3049. Kalamazoo charter township, Michigan | 3089. Owosso city, Michigan | 3130. Beltrami County, Minnesota * |
| 3050. Kalkaska County, Michigan | 3090. Oxford charter township, Michigan | 3131. Benton County, Minnesota * |
| 3051. Lake County, Michigan | 3091. Park township, Michigan | 3132. Blaine city, Minnesota * |
| 3052. Leelanau County, Michigan | 3092. Plymouth charter township, Michigan | 3133. Bloomington city, Minnesota * |
| 3053. Lenox township, Michigan | 3093. Port Huron charter township, Michigan | 3134. Blue Earth County, Minnesota * |
| 3054. Leoni township, Michigan | 3094. Port Huron city, Michigan | 3135. Brooklyn Center city, Minnesota * |
| 3055. Lincoln charter township, Michigan | 3095. Presque Isle County, Michigan | 3136. Brooklyn Park city, Minnesota * |
| 3056. Lyon charter township, Michigan | 3096. Riverview city, Michigan | 3137. Burnsville city, Minnesota * |
| 3057. Mackinac County, Michigan | 3097. Rochester city, Michigan | 3138. Carlton County, Minnesota * |
| 3058. Madison Heights city, Michigan | 3098. Romulus city, Michigan | 3139. Carver County, Minnesota * |
| 3059. Manistee County, Michigan | 3099. Roscommon County, Michigan | 3140. Chisago County, Minnesota * |
| 3060. Marion township, Michigan | 3100. Sault Ste. Marie city, Michigan | 3141. Clay County, Minnesota * |
| 3061. Marquette city, Michigan | 3101. Scio township, Michigan | 3142. Coon Rapids city, Minnesota * |
| 3062. Mason County, Michigan | 3102. South Lyon city, Michigan | 3143. Cottage Grove city, Minnesota * |
| 3063. Melvindale city, Michigan | 3103. Southfield township, Michigan | 3144. Crow Wing County, Minnesota * |
| 3064. Menominee County, Michigan | 3104. Southgate city, Michigan | 3145. Dakota County, Minnesota * |
| 3065. Milford charter township, Michigan | 3105. Spring Lake township, Michigan | 3146. Douglas County, Minnesota * |
| 3066. Missaukee County, Michigan | 3106. Springfield charter township, Michigan | 3147. Duluth city, Minnesota * |
| 3067. Monitor charter township, Michigan | 3107. Sturgis city, Michigan | 3148. Eagan city, Minnesota * |
| 3068. Monroe charter township, Michigan | 3108. Summit township, Michigan | 3149. Eden Prairie city, Minnesota * |
| 3069. Monroe city, Michigan | 3109. Superior charter township, Michigan | 3150. Edina city, Minnesota * |
| 3070. Mount Clemens city, Michigan | 3110. Texas charter township, Michigan | 3151. Freeborn County, Minnesota * |
| | 3111. Thomas township, Michigan | 3152. Goodhue County, Minnesota * |
| | | 3153. Hennepin County, Minnesota * |

| | | |
|---|--|---------------------------------------|
| 3154. Inver Grove Heights city, Minnesota * | 3202. Buffalo city, Minnesota | 3252. North Mankato city, Minnesota |
| 3155. Isanti County, Minnesota * | 3203. Cass County, Minnesota | 3253. North St. Paul city, Minnesota |
| 3156. Itasca County, Minnesota * | 3204. Champlin city, Minnesota | 3254. Northfield city, Minnesota |
| 3157. Kandiyohi County, Minnesota * | 3205. Chanhassen city, Minnesota | 3255. Oakdale city, Minnesota |
| 3158. Lakeville city, Minnesota * | 3206. Chaska city, Minnesota | 3256. Otsego city, Minnesota |
| 3159. Mankato city, Minnesota * | 3207. Chippewa County, Minnesota | 3257. Owatonna city, Minnesota |
| 3160. Maple Grove city, Minnesota * | 3208. Cloquet city, Minnesota | 3258. Pennington County, Minnesota |
| 3161. Maplewood city, Minnesota * | 3209. Columbia Heights city, Minnesota | 3259. Pine County, Minnesota |
| 3162. McLeod County, Minnesota * | 3210. Cottonwood County, Minnesota | 3260. Pope County, Minnesota |
| 3163. Minneapolis city, Minnesota * | 3211. Crystal city, Minnesota | 3261. Prior Lake city, Minnesota |
| 3164. Minnetonka city, Minnesota * | 3212. Dodge County, Minnesota | 3262. Ramsey city, Minnesota |
| 3165. Moorhead city, Minnesota * | 3213. East Bethel city, Minnesota | 3263. Red Wing city, Minnesota |
| 3166. Morrison County, Minnesota * | 3214. Elk River city, Minnesota | 3264. Redwood County, Minnesota |
| 3167. Mower County, Minnesota * | 3215. Fairmont city, Minnesota | 3265. Renville County, Minnesota |
| 3168. Nicollet County, Minnesota * | 3216. Faribault city, Minnesota | 3266. Robbinsdale city, Minnesota |
| 3169. Olmsted County, Minnesota * | 3217. Faribault County, Minnesota | 3267. Rogers city, Minnesota |
| 3170. Otter Tail County, Minnesota * | 3218. Farmington city, Minnesota | 3268. Roseau County, Minnesota |
| 3171. Plymouth city, Minnesota * | 3219. Fergus Falls city, Minnesota | 3269. Rosemount city, Minnesota |
| 3172. Polk County, Minnesota * | 3220. Fillmore County, Minnesota | 3270. Sartell city, Minnesota |
| 3173. Ramsey County, Minnesota * | 3221. Forest Lake city, Minnesota | 3271. Sauk Rapids city, Minnesota |
| 3174. Rice County, Minnesota * | 3222. Fridley city, Minnesota | 3272. Shoreview city, Minnesota |
| 3175. Richfield city, Minnesota * | 3223. Golden Valley city, Minnesota | 3273. Sibley County, Minnesota |
| 3176. Rochester city, Minnesota * | 3224. Grand Rapids city, Minnesota | 3274. South St. Paul city, Minnesota |
| 3177. Roseville city, Minnesota * | 3225. Ham Lake city, Minnesota | 3275. St. Michael city, Minnesota |
| 3178. Savage city, Minnesota * | 3226. Hastings city, Minnesota | 3276. St. Peter city, Minnesota |
| 3179. Scott County, Minnesota * | 3227. Hibbing city, Minnesota | 3277. Stillwater city, Minnesota |
| 3180. Shakopee city, Minnesota * | 3228. Hopkins city, Minnesota | 3278. Todd County, Minnesota |
| 3181. Sherburne County, Minnesota * | 3229. Houston County, Minnesota | 3279. Vadnais Heights city, Minnesota |
| 3182. St. Cloud city, Minnesota * | 3230. Hubbard County, Minnesota | 3280. Victoria city, Minnesota |
| 3183. St. Louis County, Minnesota * | 3231. Hugo city, Minnesota | 3281. Wabasha County, Minnesota |
| 3184. St. Louis Park city, Minnesota * | 3232. Hutchinson city, Minnesota | 3282. Waconia city, Minnesota |
| 3185. St. Paul city, Minnesota * | 3233. Kanabec County, Minnesota | 3283. Wadena County, Minnesota |
| 3186. Stearns County, Minnesota * | 3234. Koochiching County, Minnesota | 3284. Waseca County, Minnesota |
| 3187. Steele County, Minnesota * | 3235. Lake County, Minnesota | 3285. Watonwan County, Minnesota |
| 3188. Washington County, Minnesota * | 3236. Le Sueur County, Minnesota | 3286. West St. Paul city, Minnesota |
| 3189. Winona County, Minnesota * | 3237. Lino Lakes city, Minnesota | 3287. White Bear Lake city, Minnesota |
| 3190. Woodbury city, Minnesota * | 3238. Little Canada city, Minnesota | 3288. White Bear township, Minnesota |
| 3191. Wright County, Minnesota * | 3239. Lyon County, Minnesota | 3289. Willmar city, Minnesota |
| 3192. Aitkin County, Minnesota | 3240. Marshall city, Minnesota | 3290. Winona city, Minnesota |
| 3193. Albert Lea city, Minnesota | 3241. Martin County, Minnesota | 3291. Worthington city, Minnesota |
| 3194. Alexandria city, Minnesota | 3242. Meeker County, Minnesota | 3292. Adams County, Mississippi * |
| 3195. Anoka city, Minnesota | 3243. Mendota Heights city, Minnesota | 3293. Alcorn County, Mississippi * |
| 3196. Arden Hills city, Minnesota | 3244. Mille Lacs County, Minnesota | 3294. Biloxi city, Mississippi * |
| 3197. Austin city, Minnesota | 3245. Monticello city, Minnesota | 3295. Bolivar County, Mississippi * |
| 3198. Bemidji city, Minnesota | 3246. Mounds View city, Minnesota | 3296. DeSoto County, Mississippi * |
| 3199. Big Lake city, Minnesota | 3247. New Brighton city, Minnesota | 3297. Forrest County, Mississippi * |
| 3200. Brainerd city, Minnesota | 3248. New Hope city, Minnesota | 3298. Gulfport city, Mississippi * |
| 3201. Brown County, Minnesota | 3249. New Ulm city, Minnesota | 3299. Hancock County, Mississippi * |
| | 3250. Nobles County, Minnesota | 3300. Harrison County, Mississippi * |
| | 3251. North Branch city, Minnesota | |

| | | | | | |
|-------|-----------------------------------|-------|-------------------------------------|-------|-----------------------------------|
| 3301. | Hattiesburg city, Mississippi * | 3345. | Covington County, Mississippi | 3395. | Wayne County, Mississippi |
| 3302. | Hinds County, Mississippi * | 3346. | D'Iberville city, Mississippi | 3396. | West Point city, Mississippi |
| 3303. | Jackson city, Mississippi * | 3347. | Gautier city, Mississippi | 3397. | Winston County, Mississippi |
| 3304. | Jackson County, Mississippi * | 3348. | George County, Mississippi | 3398. | Yalobusha County, Mississippi |
| 3305. | Jones County, Mississippi * | 3349. | Greene County, Mississippi | 3399. | Yazoo City city, Mississippi |
| 3306. | Lafayette County, Mississippi * | 3350. | Greenville city, Mississippi | 3400. | Yazoo County, Mississippi |
| 3307. | Lamar County, Mississippi * | 3351. | Greenwood city, Mississippi | 3401. | Ballwin city, Missouri * |
| 3308. | Lauderdale County, Mississippi * | 3352. | Grenada city, Mississippi | 3402. | Barry County, Missouri * |
| 3309. | Lee County, Mississippi * | 3353. | Grenada County, Mississippi | 3403. | Blue Springs city, Missouri * |
| 3310. | Lincoln County, Mississippi * | 3354. | Hernando city, Mississippi | 3404. | Boone County, Missouri * |
| 3311. | Lowndes County, Mississippi * | 3355. | Holmes County, Mississippi | 3405. | Buchanan County, Missouri * |
| 3312. | Madison County, Mississippi * | 3356. | Horn Lake city, Mississippi | 3406. | Butler County, Missouri * |
| 3313. | Marshall County, Mississippi * | 3357. | Itawamba County, Mississippi | 3407. | Callaway County, Missouri * |
| 3314. | Meridian city, Mississippi * | 3358. | Jasper County, Mississippi | 3408. | Camden County, Missouri * |
| 3315. | Monroe County, Mississippi * | 3359. | Jefferson Davis County, Mississippi | 3409. | Cape Girardeau city, Missouri * |
| 3316. | Oktibbeha County, Mississippi * | 3360. | Laurel city, Mississippi | 3410. | Cape Girardeau County, Missouri * |
| 3317. | Olive Branch city, Mississippi * | 3361. | Lawrence County, Mississippi | 3411. | Cass County, Missouri * |
| 3318. | Panola County, Mississippi * | 3362. | Leake County, Mississippi | 3412. | Chesterfield city, Missouri * |
| 3319. | Pearl River County, Mississippi * | 3363. | Leflore County, Mississippi | 3413. | Christian County, Missouri * |
| 3320. | Pike County, Mississippi * | 3364. | Long Beach city, Mississippi | 3414. | Clay County, Missouri * |
| 3321. | Pontotoc County, Mississippi * | 3365. | Madison city, Mississippi | 3415. | Cole County, Missouri * |
| 3322. | Rankin County, Mississippi * | 3366. | Marion County, Mississippi | 3416. | Columbia city, Missouri * |
| 3323. | Southaven city, Mississippi * | 3367. | McComb city, Mississippi | 3417. | Florissant city, Missouri * |
| 3324. | Tupelo city, Mississippi * | 3368. | Moss Point city, Mississippi | 3418. | Franklin County, Missouri * |
| 3325. | Warren County, Mississippi * | 3369. | Natchez city, Mississippi | 3419. | Greene County, Missouri * |
| 3326. | Washington County, Mississippi * | 3370. | Neshoba County, Mississippi | 3420. | Howell County, Missouri * |
| 3327. | Amite County, Mississippi | 3371. | Newton County, Mississippi | 3421. | Independence city, Missouri * |
| 3328. | Attala County, Mississippi | 3372. | Noxubee County, Mississippi | 3422. | Jackson County, Missouri * |
| 3329. | Bay St. Louis city, Mississippi | 3373. | Ocean Springs city, Mississippi | 3423. | Jasper County, Missouri * |
| 3330. | Brandon city, Mississippi | 3374. | Oxford city, Mississippi | 3424. | Jefferson City city, Missouri * |
| 3331. | Brookhaven city, Mississippi | 3375. | Pascagoula city, Mississippi | 3425. | Jefferson County, Missouri * |
| 3332. | Byram city, Mississippi | 3376. | Pearl city, Mississippi | 3426. | Johnson County, Missouri * |
| 3333. | Calhoun County, Mississippi | 3377. | Perry County, Mississippi | 3427. | Joplin city, Missouri * |
| 3334. | Canton city, Mississippi | 3378. | Petal city, Mississippi | 3428. | Kansas City city, Missouri * |
| 3335. | Chickasaw County, Mississippi | 3379. | Picayune city, Mississippi | 3429. | Laclede County, Missouri * |
| 3336. | Clarke County, Mississippi | 3380. | Prentiss County, Mississippi | 3430. | Lafayette County, Missouri * |
| 3337. | Clarksdale city, Mississippi | 3381. | Ridgeland city, Mississippi | 3431. | Lawrence County, Missouri * |
| 3338. | Clay County, Mississippi | 3382. | Scott County, Mississippi | 3432. | Lee's Summit city, Missouri * |
| 3339. | Cleveland city, Mississippi | 3383. | Simpson County, Mississippi | 3433. | Liberty city, Missouri * |
| 3340. | Clinton city, Mississippi | 3384. | Smith County, Mississippi | 3434. | Lincoln County, Missouri * |
| 3341. | Coahoma County, Mississippi | 3385. | Starkville city, Mississippi | 3435. | Newton County, Missouri * |
| 3342. | Columbus city, Mississippi | 3386. | Stone County, Mississippi | 3436. | O'Fallon city, Missouri * |
| 3343. | Copiah County, Mississippi | 3387. | Sunflower County, Mississippi | 3437. | Pettis County, Missouri * |
| 3344. | Corinth city, Mississippi | 3388. | Tallahatchie County, Mississippi | 3438. | Phelps County, Missouri * |
| | | 3389. | Tate County, Mississippi | 3439. | Platte County, Missouri * |
| | | 3390. | Tippah County, Mississippi | 3440. | Polk County, Missouri * |
| | | 3391. | Tishomingo County, Mississippi | 3441. | Pulaski County, Missouri * |
| | | 3392. | Union County, Mississippi | 3442. | Scott County, Missouri * |
| | | 3393. | Vicksburg city, Mississippi | 3443. | Springfield city, Missouri * |
| | | 3394. | Walthall County, Mississippi | 3444. | St. Charles city, Missouri * |
| | | | | 3445. | St. Charles County, Missouri * |

| | | |
|--|---------------------------------------|---|
| 3446. St. Francois County, Missouri * | 3496. Harrisonville city, Missouri | 3549. Saline County, Missouri |
| 3447. St. Joseph city, Missouri * | 3497. Hazelwood city, Missouri | 3550. Sedalia city, Missouri |
| 3448. St. Louis city, Missouri * | 3498. Henry County, Missouri | 3551. Sikeston city, Missouri |
| 3449. St. Louis County, Missouri * | 3499. Howard County, Missouri | 3552. Smithville city, Missouri |
| 3450. St. Peters city, Missouri * | 3500. Independence township, Missouri | 3553. St. Ann city, Missouri |
| 3451. Stone County, Missouri * | 3501. Iron County, Missouri | 3554. Ste. Genevieve County, Missouri |
| 3452. Taney County, Missouri * | 3502. Jackson city, Missouri | 3555. Stoddard County, Missouri |
| 3453. University City city, Missouri * | 3503. Jennings city, Missouri | 3556. Texas County, Missouri |
| 3454. Warren County, Missouri * | 3504. Kearney city, Missouri | 3557. Town and Country city, Missouri |
| 3455. Webster County, Missouri * | 3505. Kennett city, Missouri | 3558. Troy city, Missouri |
| 3456. Wentzville city, Missouri * | 3506. Kirksville city, Missouri | 3559. Union city, Missouri |
| 3457. Wildwood city, Missouri * | 3507. Kirkwood city, Missouri | 3560. Vernon County, Missouri |
| 3458. Adair County, Missouri | 3508. Lake St. Louis city, Missouri | 3561. Warrensburg city, Missouri |
| 3459. Andrew County, Missouri | 3509. Lebanon city, Missouri | 3562. Washington city, Missouri |
| 3460. Arnold city, Missouri | 3510. Liberty township, Missouri | 3563. Washington County, Missouri |
| 3461. Audrain County, Missouri | 3511. Linn County, Missouri | 3564. Wayne County, Missouri |
| 3462. Barton County, Missouri | 3512. Livingston County, Missouri | 3565. Webb City city, Missouri |
| 3463. Bates County, Missouri | 3513. Macon County, Missouri | 3566. Webster Groves city, Missouri |
| 3464. Bellefontaine Neighbors city, Missouri | 3514. Madison County, Missouri | 3567. West Plains city, Missouri |
| 3465. Belton city, Missouri | 3515. Manchester city, Missouri | 3568. Wright County, Missouri |
| 3466. Benton County, Missouri | 3516. Marion County, Missouri | 3569. Billings city, Montana * |
| 3467. Bolivar city, Missouri | 3517. Marshall city, Missouri | 3570. Bozeman city, Montana * |
| 3468. Bollinger County, Missouri | 3518. Maryland Heights city, Missouri | 3571. Butte-Silver Bow, Montana * |
| 3469. Branson city, Missouri | 3519. Maryville city, Missouri | 3572. Cascade County, Montana * |
| 3470. Bridgeton city, Missouri | 3520. McDonald County, Missouri | 3573. Flathead County, Montana * |
| 3471. Carthage city, Missouri | 3521. Mexico city, Missouri | 3574. Gallatin County, Montana * |
| 3472. Cedar County, Missouri | 3522. Miller County, Missouri | 3575. Great Falls city, Montana * |
| 3473. Clayton city, Missouri | 3523. Mississippi County, Missouri | 3576. Helena city, Montana * |
| 3474. Clinton County, Missouri | 3524. Moberly city, Missouri | 3577. Lake County, Montana * |
| 3475. Cooper County, Missouri | 3525. Moniteau County, Missouri | 3578. Lewis and Clark County, Montana * |
| 3476. Crawford County, Missouri | 3526. Montgomery County, Missouri | 3579. Missoula city, Montana * |
| 3477. Crestwood city, Missouri | 3527. Morgan County, Missouri | 3580. Missoula County, Montana * |
| 3478. Creve Coeur city, Missouri | 3528. Neosho city, Missouri | 3581. Ravalli County, Montana * |
| 3479. Dallas County, Missouri | 3529. New Madrid County, Missouri | 3582. Yellowstone County, Montana * |
| 3480. Dardenne Prairie city, Missouri | 3530. Nixa city, Missouri | |
| 3481. DeKalb County, Missouri | 3531. Nodaway County, Missouri | 3583. Big Horn County, Montana |
| 3482. Dent County, Missouri | 3532. Oregon County, Missouri | 3584. Carbon County, Montana |
| 3483. Douglas County, Missouri | 3533. Osage County, Missouri | 3585. Custer County, Montana |
| 3484. Dunklin County, Missouri | 3534. Overland city, Missouri | 3586. Fergus County, Montana |
| 3485. Eureka city, Missouri | 3535. Ozark city, Missouri | 3587. Glacier County, Montana |
| 3486. Excelsior Springs city, Missouri | 3536. Pemiscot County, Missouri | 3588. Hill County, Montana |
| 3487. Farmington city, Missouri | 3537. Perry County, Missouri | 3589. Jefferson County, Montana |
| 3488. Ferguson city, Missouri | 3538. Pike County, Missouri | 3590. Kalispell city, Montana |
| 3489. Festus city, Missouri | 3539. Polk township, Missouri | 3591. Lincoln County, Montana |
| 3490. Fulton city, Missouri | 3540. Poplar Bluff city, Missouri | 3592. Park County, Montana |
| 3491. Gasconade County, Missouri | 3541. Ralls County, Missouri | 3593. Richland County, Montana |
| 3492. Gladstone city, Missouri | 3542. Randolph County, Missouri | 3594. Roosevelt County, Montana |
| 3493. Grain Valley city, Missouri | 3543. Ray County, Missouri | 3595. Sanders County, Montana |
| 3494. Grandview city, Missouri | 3544. Raymore city, Missouri | 3596. Adams County, Nebraska * |
| 3495. Hannibal city, Missouri | 3545. Raytown city, Missouri | 3597. Bellevue city, Nebraska * |
| | 3546. Republic city, Missouri | 3598. Buffalo County, Nebraska * |
| | 3547. Ripley County, Missouri | 3599. Dodge County, Nebraska * |
| | 3548. Rolla city, Missouri | |

| | | | | | |
|-------|---------------------------------|-------|--------------------------------------|-------|---------------------------------------|
| 3600. | Douglas County, Nebraska * | 3652. | Elko city, Nevada | 3684. | Keene city, New Hampshire |
| 3601. | Grand Island city, Nebraska * | 3653. | Fernley city, Nevada | 3685. | Laconia city, New Hampshire |
| 3602. | Hall County, Nebraska * | 3654. | Humboldt County, Nevada | 3686. | Lebanon city, New Hampshire |
| 3603. | Kearney city, Nebraska * | 3655. | Mesquite city, Nevada | 3687. | Londonderry town, New Hampshire |
| 3604. | Lancaster County, Nebraska * | 3656. | Belknap County, New Hampshire * | 3688. | Merrimack town, New Hampshire |
| 3605. | Lincoln city, Nebraska * | 3657. | Carroll County, New Hampshire * | 3689. | Milford town, New Hampshire |
| 3606. | Lincoln County, Nebraska * | 3658. | Cheshire County, New Hampshire * | 3690. | Pelham town, New Hampshire |
| 3607. | Madison County, Nebraska * | 3659. | Concord city, New Hampshire * | 3691. | Portsmouth city, New Hampshire |
| 3608. | Omaha city, Nebraska * | 3660. | Coos County, New Hampshire * | 3692. | Raymond town, New Hampshire |
| 3609. | Platte County, Nebraska * | 3661. | Derry town, New Hampshire * | 3693. | Salem town, New Hampshire |
| 3610. | Sarpy County, Nebraska * | 3662. | Dover city, New Hampshire * | 3694. | Somersworth city, New Hampshire |
| 3611. | Scotts Bluff County, Nebraska * | 3663. | Grafton County, New Hampshire * | 3695. | Windham town, New Hampshire |
| 3612. | Beatrice city, Nebraska | 3664. | Hillsborough County, New Hampshire * | 3696. | Atlantic City city, New Jersey * |
| 3613. | Box Butte County, Nebraska | 3665. | Manchester city, New Hampshire * | 3697. | Atlantic County, New Jersey * |
| 3614. | Cass County, Nebraska | 3666. | Merrimack County, New Hampshire * | 3698. | Bayonne city, New Jersey * |
| 3615. | Colfax County, Nebraska | 3667. | Nashua city, New Hampshire * | 3699. | Belleville township, New Jersey * |
| 3616. | Columbus city, Nebraska | 3668. | Rochester city, New Hampshire * | 3700. | Bergen County, New Jersey * |
| 3617. | Custer County, Nebraska | 3669. | Rockingham County, New Hampshire * | 3701. | Berkeley township, New Jersey * |
| 3618. | Dakota County, Nebraska | 3670. | Strafford County, New Hampshire * | 3702. | Bloomfield township, New Jersey * |
| 3619. | Dawson County, Nebraska | 3671. | Sullivan County, New Hampshire * | 3703. | Brick township, New Jersey * |
| 3620. | Fremont city, Nebraska | 3672. | Amherst town, New Hampshire | 3704. | Bridgewater township, New Jersey * |
| 3621. | Gage County, Nebraska | 3673. | Bedford town, New Hampshire | 3705. | Burlington County, New Jersey * |
| 3622. | Hastings city, Nebraska | 3674. | Berlin city, New Hampshire | 3706. | Camden city, New Jersey * |
| 3623. | Holt County, Nebraska | 3675. | Claremont city, New Hampshire | 3707. | Camden County, New Jersey * |
| 3624. | La Vista city, Nebraska | 3676. | Conway town, New Hampshire | 3708. | Cape May County, New Jersey * |
| 3625. | Lexington city, Nebraska | 3677. | Durham town, New Hampshire | 3709. | Cherry Hill township, New Jersey * |
| 3626. | Norfolk city, Nebraska | 3678. | Exeter town, New Hampshire | 3710. | City of Orange township, New Jersey * |
| 3627. | North Platte city, Nebraska | 3679. | Goffstown town, New Hampshire | 3711. | Clifton city, New Jersey * |
| 3628. | Otoe County, Nebraska | 3680. | Hampton town, New Hampshire | 3712. | Cumberland County, New Jersey * |
| 3629. | Papillion city, Nebraska | 3681. | Hanover town, New Hampshire | 3713. | Deptford township, New Jersey * |
| 3630. | Red Willow County, Nebraska | 3682. | Hooksett town, New Hampshire | 3714. | East Brunswick township, New Jersey * |
| 3631. | Saline County, Nebraska | 3683. | Hudson town, New Hampshire | 3715. | East Orange city, New Jersey * |
| 3632. | Saunders County, Nebraska | | | 3716. | Edison township, New Jersey * |
| 3633. | Scottsbluff city, Nebraska | | | 3717. | Egg Harbor township, New Jersey * |
| 3634. | Seward County, Nebraska | | | | |
| 3635. | South Sioux City city, Nebraska | | | | |
| 3636. | Washington County, Nebraska | | | | |
| 3637. | York County, Nebraska | | | | |
| 3638. | Carson City, Nevada * | | | | |
| 3639. | Clark County, Nevada * | | | | |
| 3640. | Douglas County, Nevada * | | | | |
| 3641. | Elko County, Nevada * | | | | |
| 3642. | Henderson city, Nevada * | | | | |
| 3643. | Las Vegas city, Nevada * | | | | |
| 3644. | Lyon County, Nevada * | | | | |
| 3645. | North Las Vegas city, Nevada * | | | | |
| 3646. | Nye County, Nevada * | | | | |
| 3647. | Reno city, Nevada * | | | | |
| 3648. | Sparks city, Nevada * | | | | |
| 3649. | Washoe County, Nevada * | | | | |
| 3650. | Boulder City city, Nevada | | | | |
| 3651. | Churchill County, Nevada | | | | |

| | | |
|---|--|---|
| 3718. Elizabeth city, New Jersey * | 3751. Middletown township, New Jersey * | 3786. Washington township, New Jersey * |
| 3719. Essex County, New Jersey * | 3752. Monmouth County, New Jersey * | 3787. Wayne township, New Jersey * |
| 3720. Evesham township, New Jersey * | 3753. Monroe township, New Jersey * | 3788. West New York town, New Jersey * |
| 3721. Ewing township, New Jersey * | 3754. Monroe township, New Jersey * | 3789. West Orange township, New Jersey * |
| 3722. Fair Lawn borough, New Jersey * | 3755. Montclair township, New Jersey * | 3790. Willingboro township, New Jersey * |
| 3723. Fort Lee borough, New Jersey * | 3756. Morris County, New Jersey * | 3791. Winslow township, New Jersey * |
| 3724. Franklin township, New Jersey * | 3757. Mount Laurel township, New Jersey * | 3792. Woodbridge township, New Jersey * |
| 3725. Freehold township, New Jersey * | 3758. New Brunswick city, New Jersey * | 3793. Aberdeen township, New Jersey |
| 3726. Galloway township, New Jersey * | 3759. Newark city, New Jersey * | 3794. Asbury Park city, New Jersey |
| 3727. Garfield city, New Jersey * | 3760. North Bergen township, New Jersey * | 3795. Barnegat township, New Jersey |
| 3728. Gloucester County, New Jersey * | 3761. North Brunswick township, New Jersey * | 3796. Beachwood borough, New Jersey |
| 3729. Gloucester township, New Jersey * | 3762. Ocean County, New Jersey * | 3797. Bellmawr borough, New Jersey |
| 3730. Hackensack city, New Jersey * | 3763. Old Bridge township, New Jersey * | 3798. Bergenfield borough, New Jersey |
| 3731. Hamilton township, New Jersey * | 3764. Parsippany-Troy Hills township, New Jersey * | 3799. Berkeley Heights township, New Jersey |
| 3732. Hillsborough township, New Jersey * | 3765. Passaic city, New Jersey * | 3800. Bernards township, New Jersey |
| 3733. Hoboken city, New Jersey * | 3766. Passaic County, New Jersey * | 3801. Bordentown township, New Jersey |
| 3734. Howell township, New Jersey * | 3767. Paterson city, New Jersey * | 3802. Bound Brook borough, New Jersey |
| 3735. Hudson County, New Jersey * | 3768. Pennsauken township, New Jersey * | 3803. Branchburg township, New Jersey |
| 3736. Hunterdon County, New Jersey * | 3769. Perth Amboy city, New Jersey * | 3804. Bridgeton city, New Jersey |
| 3737. Irvington township, New Jersey * | 3770. Piscataway township, New Jersey * | 3805. Burlington township, New Jersey |
| 3738. Jackson township, New Jersey * | 3771. Plainfield city, New Jersey * | 3806. Carteret borough, New Jersey |
| 3739. Jersey City city, New Jersey * | 3772. Princeton, New Jersey * | 3807. Cedar Grove township, New Jersey |
| 3740. Kearny town, New Jersey * | 3773. Salem County, New Jersey * | 3808. Chatham township, New Jersey |
| 3741. Lakewood township, New Jersey * | 3774. Sayreville borough, New Jersey * | 3809. Cinnaminson township, New Jersey |
| 3742. Lawrence township, New Jersey * | 3775. Somerset County, New Jersey * | 3810. Clark township, New Jersey |
| 3743. Linden city, New Jersey * | 3776. South Brunswick township, New Jersey * | 3811. Cliffside Park borough, New Jersey |
| 3744. Livingston township, New Jersey * | 3777. Sussex County, New Jersey * | 3812. Clinton township, New Jersey |
| 3745. Long Branch city, New Jersey * | 3778. Teaneck township, New Jersey * | 3813. Collingswood borough, New Jersey |
| 3746. Manalapan township, New Jersey * | 3779. Toms River township, New Jersey * | 3814. Cranford township, New Jersey |
| 3747. Manchester township, New Jersey * | 3780. Trenton city, New Jersey * | 3815. Delran township, New Jersey |
| 3748. Marlboro township, New Jersey * | 3781. Union City city, New Jersey * | |
| 3749. Mercer County, New Jersey * | 3782. Union County, New Jersey * | |
| 3750. Middlesex County, New Jersey * | 3783. Union township, New Jersey * | |
| | 3784. Vineland city, New Jersey * | |
| | 3785. Warren County, New Jersey * | |

| | | |
|---|--|--|
| 3816. Denville township, New Jersey | 3850. Hopatcong borough, New Jersey | 3883. New Milford borough, New Jersey |
| 3817. Dover town, New Jersey | 3851. Hopewell township, New Jersey | 3884. New Providence borough, New Jersey |
| 3818. Dumont borough, New Jersey | 3852. Jefferson township, New Jersey | 3885. North Arlington borough, New Jersey |
| 3819. East Greenwich township, New Jersey | 3853. Lacey township, New Jersey | 3886. North Plainfield borough, New Jersey |
| 3820. East Hanover township, New Jersey | 3854. Lincoln Park borough, New Jersey | 3887. Nutley township, New Jersey |
| 3821. East Windsor township, New Jersey | 3855. Lindenwold borough, New Jersey | 3888. Oakland borough, New Jersey |
| 3822. Eatontown borough, New Jersey | 3856. Little Egg Harbor township, New Jersey | 3889. Ocean City city, New Jersey |
| 3823. Edgewater borough, New Jersey | 3857. Little Falls township, New Jersey | 3890. Ocean township, New Jersey |
| 3824. Elmwood Park borough, New Jersey | 3858. Little Ferry borough, New Jersey | 3891. Palisades Park borough, New Jersey |
| 3825. Englewood city, New Jersey | 3859. Lodi borough, New Jersey | 3892. Paramus borough, New Jersey |
| 3826. Fairview borough, New Jersey | 3860. Lower township, New Jersey | 3893. Pemberton township, New Jersey |
| 3827. Florence township, New Jersey | 3861. Lumberton township, New Jersey | 3894. Pennsville township, New Jersey |
| 3828. Florham Park borough, New Jersey | 3862. Lyndhurst township, New Jersey | 3895. Pequannock township, New Jersey |
| 3829. Franklin Lakes borough, New Jersey | 3863. Madison borough, New Jersey | 3896. Phillipsburg town, New Jersey |
| 3830. Franklin township, New Jersey | 3864. Mahwah township, New Jersey | 3897. Pine Hill borough, New Jersey |
| 3831. Freehold borough, New Jersey | 3865. Mantua township, New Jersey | 3898. Plainsboro township, New Jersey |
| 3832. Glassboro borough, New Jersey | 3866. Manville borough, New Jersey | 3899. Pleasantville city, New Jersey |
| 3833. Glen Rock borough, New Jersey | 3867. Maple Shade township, New Jersey | 3900. Point Pleasant borough, New Jersey |
| 3834. Gloucester City city, New Jersey | 3868. Maplewood township, New Jersey | 3901. Pompton Lakes borough, New Jersey |
| 3835. Guttenberg town, New Jersey | 3869. Medford township, New Jersey | 3902. Rahway city, New Jersey |
| 3836. Haddon township, New Jersey | 3870. Metuchen borough, New Jersey | 3903. Ramsey borough, New Jersey |
| 3837. Haddonfield borough, New Jersey | 3871. Middle township, New Jersey | 3904. Randolph township, New Jersey |
| 3838. Hamilton township, New Jersey | 3872. Middlesex borough, New Jersey | 3905. Raritan township, New Jersey |
| 3839. Hammonton town, New Jersey | 3873. Millburn township, New Jersey | 3906. Readington township, New Jersey |
| 3840. Hanover township, New Jersey | 3874. Millstone township, New Jersey | 3907. Red Bank borough, New Jersey |
| 3841. Harrison town, New Jersey | 3875. Millville city, New Jersey | 3908. Ridgefield borough, New Jersey |
| 3842. Harrison township, New Jersey | 3876. Montgomery township, New Jersey | 3909. Ridgefield Park village, New Jersey |
| 3843. Hasbrouck Heights borough, New Jersey | 3877. Montville township, New Jersey | 3910. Ridgewood village, New Jersey |
| 3844. Hawthorne borough, New Jersey | 3878. Moorestown township, New Jersey | 3911. Ringwood borough, New Jersey |
| 3845. Hazlet township, New Jersey | 3879. Morris township, New Jersey | 3912. River Edge borough, New Jersey |
| 3846. Highland Park borough, New Jersey | 3880. Morristown town, New Jersey | 3913. Robbinsville township, New Jersey |
| 3847. Hillsdale borough, New Jersey | 3881. Mount Olive township, New Jersey | 3914. Rockaway township, New Jersey |
| 3848. Hillside township, New Jersey | 3882. Neptune township, New Jersey | 3915. Roselle borough, New Jersey |
| 3849. Holmdel township, New Jersey | | |

| | | |
|---|--|--------------------------------------|
| 3916. Roselle Park borough, New Jersey | 3949. West Deptford township, New Jersey | 3983. Cibola County, New Mexico |
| 3917. Roxbury township, New Jersey | 3950. West Milford township, New Jersey | 3984. Colfax County, New Mexico |
| 3918. Rutherford borough, New Jersey | 3951. West Windsor township, New Jersey | 3985. Deming city, New Mexico |
| 3919. Saddle Brook township, New Jersey | 3952. Westfield town, New Jersey | 3986. Española city, New Mexico |
| 3920. Scotch Plains township, New Jersey | 3953. Westwood borough, New Jersey | 3987. Gallup city, New Mexico |
| 3921. Secaucus town, New Jersey | 3954. Woodland Park borough, New Jersey | 3988. Grant County, New Mexico |
| 3922. Somers Point city, New Jersey | 3955. Woolwich township, New Jersey | 3989. Las Vegas city, New Mexico |
| 3923. Somerville borough, New Jersey | 3956. Wyckoff township, New Jersey | 3990. Lincoln County, New Mexico |
| 3924. South Orange Village township, New Jersey | 3957. Alamogordo city, New Mexico * | 3991. Los Alamos County, New Mexico |
| 3925. South Plainfield borough, New Jersey | 3958. Albuquerque city, New Mexico * | 3992. Los Lunas village, New Mexico |
| 3926. South River borough, New Jersey | 3959. Bernalillo County, New Mexico * | 3993. Lovington city, New Mexico |
| 3927. Southampton township, New Jersey | 3960. Chaves County, New Mexico * | 3994. Luna County, New Mexico |
| 3928. Sparta township, New Jersey | 3961. Clovis city, New Mexico * | 3995. Portales city, New Mexico |
| 3929. Springfield township, New Jersey | 3962. Curry County, New Mexico * | 3996. Roosevelt County, New Mexico |
| 3930. Stafford township, New Jersey | 3963. Doña Ana County, New Mexico * | 3997. San Miguel County, New Mexico |
| 3931. Summit city, New Jersey | 3964. Eddy County, New Mexico * | 3998. Sierra County, New Mexico |
| 3932. Tenafly borough, New Jersey | 3965. Farmington city, New Mexico * | 3999. Socorro County, New Mexico |
| 3933. Tinton Falls borough, New Jersey | 3966. Hobbs city, New Mexico * | 4000. Sunland Park city, New Mexico |
| 3934. Totowa borough, New Jersey | 3967. Las Cruces city, New Mexico * | 4001. Torrance County, New Mexico |
| 3935. Upper township, New Jersey | 3968. Lea County, New Mexico * | 4002. Albany city, New York * |
| 3936. Vernon township, New Jersey | 3969. McKinley County, New Mexico * | 4003. Albany County, New York * |
| 3937. Verona township, New Jersey | 3970. Otero County, New Mexico * | 4004. Allegany County, New York * |
| 3938. Voorhees township, New Jersey | 3971. Rio Arriba County, New Mexico * | 4005. Amherst town, New York * |
| 3939. Waldwick borough, New Jersey | 3972. Rio Rancho city, New Mexico * | 4006. Babylon town, New York * |
| 3940. Wall township, New Jersey | 3973. Roswell city, New Mexico * | 4007. Bethlehem town, New York * |
| 3941. Wallington borough, New Jersey | 3974. San Juan County, New Mexico * | 4008. Binghamton city, New York * |
| 3942. Wanaque borough, New Jersey | 3975. Sandoval County, New Mexico * | 4009. Brighton town, New York * |
| 3943. Wantage township, New Jersey | 3976. Santa Fe city, New Mexico * | 4010. Brookhaven town, New York * |
| 3944. Warren township, New Jersey | 3977. Santa Fe County, New Mexico * | 4011. Broome County, New York * |
| 3945. Washington township, New Jersey | 3978. Taos County, New Mexico * | 4012. Buffalo city, New York * |
| 3946. Waterford township, New Jersey | 3979. Valencia County, New Mexico * | 4013. Carmel town, New York * |
| 3947. Weehawken township, New Jersey | 3980. Artesia city, New Mexico | 4014. Cattaraugus County, New York * |
| 3948. West Caldwell township, New Jersey | 3981. Bernalillo town, New Mexico | 4015. Cayuga County, New York * |
| | 3982. Carlsbad city, New Mexico | 4016. Chautauqua County, New York * |
| | | 4017. Cheektowaga town, New York * |
| | | 4018. Chemung County, New York * |
| | | 4019. Chenango County, New York * |
| | | 4020. Cicero town, New York * |
| | | 4021. Clarence town, New York * |
| | | 4022. Clarkstown town, New York * |
| | | 4023. Clay town, New York * |
| | | 4024. Clifton Park town, New York * |

| | | |
|---|---|---|
| 4025. Clinton County, New York * | 4068. Niagara Falls city, New York * | 4109. Tonawanda town, New York * |
| 4026. Colonie town, New York * | | 4110. Troy city, New York * |
| 4027. Columbia County, New York * | 4069. North Hempstead town, New York * | 4111. Ulster County, New York * |
| 4028. Cortland County, New York * | 4070. North Tonawanda city, New York * | 4112. Union town, New York * |
| 4029. Cortlandt town, New York * | 4071. Oneida County, New York * | 4113. Utica city, New York * |
| 4030. Delaware County, New York * | 4072. Onondaga County, New York * | 4114. Valley Stream village, New York * |
| 4031. Dutchess County, New York * | | 4115. Warren County, New York * |
| 4032. Eastchester town, New York * | 4073. Ontario County, New York * | 4116. Warwick town, New York * |
| 4033. Erie County, New York * | 4074. Orange County, New York * | 4117. Washington County, New York * |
| 4034. Essex County, New York * | 4075. Orangetown town, New York * | 4118. Wayne County, New York * |
| 4035. Franklin County, New York * | | 4119. Webster town, New York * |
| 4036. Freeport village, New York * | 4076. Orleans County, New York * | 4120. West Seneca town, New York * |
| 4037. Fulton County, New York * | 4077. Ossining town, New York * | |
| 4038. Genesee County, New York * | 4078. Oswego County, New York * | 4121. Westchester County, New York * |
| 4039. Greece town, New York * | 4079. Otsego County, New York * | 4122. White Plains city, New York * |
| 4040. Greenburgh town, New York * | 4080. Oyster Bay town, New York * | 4123. Wyoming County, New York * |
| 4041. Greene County, New York * | 4081. Penfield town, New York * | |
| 4042. Guilderland town, New York * | 4082. Perinton town, New York * | 4124. Yonkers city, New York * |
| 4043. Hamburg town, New York * | 4083. Poughkeepsie city, New York * | 4125. Yorktown town, New York * |
| 4044. Haverstraw town, New York * | | 4126. Amsterdam city, New York |
| 4045. Hempstead town, New York * | 4084. Poughkeepsie town, New York * | 4127. Arcadia town, New York |
| 4046. Hempstead village, New York * | 4085. Putnam County, New York * | 4128. Auburn city, New York |
| 4047. Henrietta town, New York * | 4086. Ramapo town, New York * | 4129. Aurora town, New York |
| 4048. Herkimer County, New York * | 4087. Rensselaer County, New York * | 4130. Babylon village, New York |
| 4049. Huntington town, New York * | | 4131. Ballston town, New York |
| 4050. Irondequoit town, New York * | 4088. Riverhead town, New York * | 4132. Batavia city, New York |
| 4051. Islip town, New York * | 4089. Rochester city, New York * | 4133. Bath town, New York |
| 4052. Ithaca city, New York * | 4090. Rockland County, New York * | 4134. Beacon city, New York |
| 4053. Jefferson County, New York * | 4091. Rome city, New York * | 4135. Bedford town, New York |
| 4054. Lancaster town, New York * | 4092. Rye town, New York * | 4136. Beekman town, New York |
| 4055. Livingston County, New York * | 4093. Salina town, New York * | 4137. Blooming Grove town, New York |
| 4056. Long Beach city, New York * | 4094. Saratoga County, New York * | |
| 4057. Madison County, New York * | 4095. Schenectady city, New York * | 4138. Brunswick town, New York |
| 4058. Manlius town, New York * | 4096. Schenectady County, New York * | 4139. Camillus town, New York |
| 4059. Monroe County, New York * | | 4140. Canandaigua city, New York |
| 4060. Montgomery County, New York * | 4097. Schoharie County, New York * | 4141. Canandaigua town, New York |
| 4061. Mount Pleasant town, New York * | | 4142. Canton town, New York |
| 4062. Mount Vernon city, New York * | 4098. Seneca County, New York * | 4143. Catskill town, New York |
| 4063. Nassau County, New York * | 4099. Smithtown town, New York * | 4144. Chenango town, New York |
| 4064. New Rochelle city, New York * | 4100. Southampton town, New York * | 4145. Chester town, New York |
| 4065. New York city / Bronx County / Kings County / New York County / Queens County / Richmond County, New York * | 4101. Spring Valley village, New York * | 4146. Chili town, New York |
| 4066. Newburgh town, New York * | 4102. St. Lawrence County, New York * | 4147. Cohoes city, New York |
| 4067. Niagara County, New York * | 4103. Steuben County, New York * | 4148. Corning city, New York |
| | 4104. Suffolk County, New York * | 4149. Cornwall town, New York |
| | 4105. Sullivan County, New York * | 4150. Cortland city, New York |
| | 4106. Syracuse city, New York * | 4151. De Witt town, New York |
| | 4107. Tioga County, New York * | 4152. Depew village, New York |
| | 4108. Tompkins County, New York * | 4153. Dobbs Ferry village, New York |
| | | 4154. Dryden town, New York |
| | | 4155. Dunkirk city, New York |
| | | 4156. East Fishkill town, New York |

| | | |
|--------------------------------------|--|--|
| 4157. East Greenbush town, New York | 4207. Lindenhurst village, New York | 4255. Plattsburgh city, New York |
| 4158. East Hampton town, New York | 4208. Lloyd town, New York | 4256. Plattsburgh town, New York |
| 4159. Elma town, New York | 4209. Lockport city, New York | 4257. Pomfret town, New York |
| 4160. Elmira city, New York | 4210. Lockport town, New York | 4258. Port Chester village, New York |
| 4161. Endicott village, New York | 4211. Lynbrook village, New York | 4259. Potsdam town, New York |
| 4162. Evans town, New York | 4212. Lysander town, New York | 4260. Putnam Valley town, New York |
| 4163. Fallsburg town, New York | 4213. Malone town, New York | 4261. Queensbury town, New York |
| 4164. Farmington town, New York | 4214. Malta town, New York | 4262. Red Hook town, New York |
| 4165. Fishkill town, New York | 4215. Mamakating town, New York | 4263. Rockville Centre village, New York |
| 4166. Floral Park village, New York | 4216. Mamaroneck town, New York | 4264. Rotterdam town, New York |
| 4167. Fredonia village, New York | 4217. Mamaroneck village, New York | 4265. Rye city, New York |
| 4168. Fulton city, New York | 4218. Massapequa Park village, New York | 4266. Saratoga Springs city, New York |
| 4169. Garden City village, New York | 4219. Massena town, New York | 4267. Saugerties town, New York |
| 4170. Gates town, New York | 4220. Massena village, New York | 4268. Scarsdale village / Scarsdale town, New York |
| 4171. Geddes town, New York | 4221. Middletown city, New York | 4269. Schodack town, New York |
| 4172. Geneseo town, New York | 4222. Milton town, New York | 4270. Schuyler County, New York |
| 4173. Geneva city, New York | 4223. Mineola village, New York | 4271. Shawangunk town, New York |
| 4174. German Flatts town, New York | 4224. Monroe town, New York | 4272. Sleepy Hollow village, New York |
| 4175. Glen Cove city, New York | 4225. Montgomery town, New York | 4273. Somers town, New York |
| 4176. Glens Falls city, New York | 4226. Moreau town, New York | 4274. Southeast town, New York |
| 4177. Glenville town, New York | 4227. Mount Kisco village / Mount Kisco town, New York | 4275. Southold town, New York |
| 4178. Gloversville city, New York | 4228. New Castle town, New York | 4276. Stony Point town, New York |
| 4179. Goshen town, New York | 4229. New Hartford town, New York | 4277. Suffern village, New York |
| 4180. Grand Island town, New York | 4230. New Paltz town, New York | 4278. Sullivan town, New York |
| 4181. Great Neck village, New York | 4231. New Windsor town, New York | 4279. Sweden town, New York |
| 4182. Halfmoon town, New York | 4232. Newburgh city, New York | 4280. Tarrytown village, New York |
| 4183. Harrison town, New York | 4233. Niskayuna town, New York | 4281. Thompson town, New York |
| 4184. Harrison village, New York | 4234. North Castle town, New York | 4282. Tonawanda city, New York |
| 4185. Haverstraw village, New York | 4235. North Greenbush town, New York | 4283. Ulster town, New York |
| 4186. Highlands town, New York | 4236. Ogden town, New York | 4284. Van Buren town, New York |
| 4187. Horseheads town, New York | 4237. Ogdensburg city, New York | 4285. Vestal town, New York |
| 4188. Hyde Park town, New York | 4238. Olean city, New York | 4286. Victor town, New York |
| 4189. Ithaca town, New York | 4239. Oneida city, New York | 4287. Wallkill town, New York |
| 4190. Jamestown city, New York | 4240. Oneonta city, New York | 4288. Wappinger town, New York |
| 4191. Johnson City village, New York | 4241. Onondaga town, New York | 4289. Watertown city, New York |
| 4192. Kenmore village, New York | 4242. Ontario town, New York | 4290. Wawarsing town, New York |
| 4193. Kent town, New York | 4243. Orchard Park town, New York | 4291. West Haverstraw village, New York |
| 4194. Kingsbury town, New York | 4244. Ossining village, New York | 4292. Westbury village, New York |
| 4195. Kingston city, New York | 4245. Oswego city, New York | 4293. Wheatfield town, New York |
| 4196. Kirkland town, New York | 4246. Owego town, New York | 4294. Whitestown town, New York |
| 4197. Kiryas Joel village, New York | 4247. Palm Tree town, New York | 4295. Wilton town, New York |
| 4198. La Grange town, New York | 4248. Parma town, New York | 4296. Woodbury town, New York |
| 4199. Lackawanna city, New York | 4249. Patchogue village, New York | 4297. Woodbury village, New York |
| 4200. Lake Grove village, New York | 4250. Patterson town, New York | 4298. Yates County, New York |
| 4201. Lancaster village, New York | 4251. Peekskill city, New York | 4299. Alamance County, North Carolina * |
| 4202. Lansing town, New York | 4252. Pelham town, New York | 4300. Alexander County, North Carolina * |
| 4203. Le Ray town, New York | 4253. Pittsford town, New York | |
| 4204. Lewis County, New York | 4254. Plattekill town, New York | |
| 4205. Lewisboro town, New York | | |
| 4206. Lewiston town, New York | | |

| | | |
|---|--|--|
| 4301. Apex town, North Carolina * | 4331. Forsyth County, North Carolina * | 4360. Macon County, North Carolina * |
| 4302. Asheville city, North Carolina * | 4332. Franklin County, North Carolina * | 4361. Matthews town, North Carolina * |
| 4303. Beaufort County, North Carolina * | 4333. Fuquay-Varina town, North Carolina * | 4362. McDowell County, North Carolina * |
| 4304. Bladen County, North Carolina * | 4334. Garner town, North Carolina * | 4363. Mecklenburg County, North Carolina * |
| 4305. Brunswick County, North Carolina * | 4335. Gaston County, North Carolina * | 4364. Monroe city, North Carolina * |
| 4306. Buncombe County, North Carolina * | 4336. Gastonia city, North Carolina * | 4365. Moore County, North Carolina * |
| 4307. Burke County, North Carolina * | 4337. Goldsboro city, North Carolina * | 4366. Mooresville town, North Carolina * |
| 4308. Burlington city, North Carolina * | 4338. Granville County, North Carolina * | 4367. Nash County, North Carolina * |
| 4309. Cabarrus County, North Carolina * | 4339. Greensboro city, North Carolina * | 4368. New Hanover County, North Carolina * |
| 4310. Caldwell County, North Carolina * | 4340. Greenville city, North Carolina * | 4369. Onslow County, North Carolina * |
| 4311. Carteret County, North Carolina * | 4341. Guilford County, North Carolina * | 4370. Orange County, North Carolina * |
| 4312. Cary town, North Carolina * | 4342. Halifax County, North Carolina * | 4371. Pasquotank County, North Carolina * |
| 4313. Catawba County, North Carolina * | 4343. Harnett County, North Carolina * | 4372. Pender County, North Carolina * |
| 4314. Chapel Hill town, North Carolina * | 4344. Haywood County, North Carolina * | 4373. Person County, North Carolina * |
| 4315. Charlotte city, North Carolina * | 4345. Henderson County, North Carolina * | 4374. Pitt County, North Carolina * |
| 4316. Chatham County, North Carolina * | 4346. Hickory city, North Carolina * | 4375. Raleigh city, North Carolina * |
| 4317. Cleveland County, North Carolina * | 4347. High Point city, North Carolina * | 4376. Randolph County, North Carolina * |
| 4318. Columbus County, North Carolina * | 4348. Hoke County, North Carolina * | 4377. Richmond County, North Carolina * |
| 4319. Concord city, North Carolina * | 4349. Holly Springs town, North Carolina * | 4378. Robeson County, North Carolina * |
| 4320. Cornelius town, North Carolina * | 4350. Huntersville town, North Carolina * | 4379. Rockingham County, North Carolina * |
| 4321. Craven County, North Carolina * | 4351. Indian Trail town, North Carolina * | 4380. Rocky Mount city, North Carolina * |
| 4322. Cumberland County, North Carolina * | 4352. Iredell County, North Carolina * | 4381. Rowan County, North Carolina * |
| 4323. Dare County, North Carolina * | 4353. Jackson County, North Carolina * | 4382. Rutherford County, North Carolina * |
| 4324. Davidson County, North Carolina * | 4354. Jacksonville city, North Carolina * | 4383. Salisbury city, North Carolina * |
| 4325. Davie County, North Carolina * | 4355. Johnston County, North Carolina * | 4384. Sampson County, North Carolina * |
| 4326. Duplin County, North Carolina * | 4356. Kannapolis city, North Carolina * | 4385. Sanford city, North Carolina * |
| 4327. Durham city, North Carolina * | 4357. Lee County, North Carolina * | 4386. Scotland County, North Carolina * |
| 4328. Durham County, North Carolina * | 4358. Lenoir County, North Carolina * | 4387. Stanly County, North Carolina * |
| 4329. Edgecombe County, North Carolina * | 4359. Lincoln County, North Carolina * | 4388. Stokes County, North Carolina * |
| 4330. Fayetteville city, North Carolina * | | |

| | | | | | |
|-------|---------------------------------------|-------|-------------------------------------|-------|-------------------------------------|
| 4389. | Surry County, North Carolina * | 4422. | Davidson town, North Carolina | 4455. | Mount Holly city, North Carolina |
| 4390. | Transylvania County, North Carolina * | 4423. | Eden city, North Carolina | 4456. | New Bern city, North Carolina |
| 4391. | Union County, North Carolina * | 4424. | Elizabeth City city, North Carolina | 4457. | Newton city, North Carolina |
| 4392. | Vance County, North Carolina * | 4425. | Elon town, North Carolina | 4458. | Northampton County, North Carolina |
| 4393. | Wake County, North Carolina * | 4426. | Gates County, North Carolina | 4459. | Pamlico County, North Carolina |
| 4394. | Wake Forest town, North Carolina * | 4427. | Graham city, North Carolina | 4460. | Perquimans County, North Carolina |
| 4395. | Watauga County, North Carolina * | 4428. | Greene County, North Carolina | 4461. | Pinehurst village, North Carolina |
| 4396. | Wayne County, North Carolina * | 4429. | Harrisburg town, North Carolina | 4462. | Polk County, North Carolina |
| 4397. | Wilkes County, North Carolina * | 4430. | Havelock city, North Carolina | 4463. | Reidsville city, North Carolina |
| 4398. | Wilmington city, North Carolina * | 4431. | Henderson city, North Carolina | 4464. | Roanoke Rapids city, North Carolina |
| 4399. | Wilson city, North Carolina * | 4432. | Hendersonville city, North Carolina | 4465. | Shelby city, North Carolina |
| 4400. | Wilson County, North Carolina * | 4433. | Hertford County, North Carolina | 4466. | Smithfield town, North Carolina |
| 4401. | Winston-Salem city, North Carolina * | 4434. | Hope Mills town, North Carolina | 4467. | Southern Pines town, North Carolina |
| 4402. | Yadkin County, North Carolina * | 4435. | Kernersville town, North Carolina | 4468. | Spring Lake town, North Carolina |
| 4403. | Albemarle city, North Carolina | 4436. | Kings Mountain city, North Carolina | 4469. | Stallings town, North Carolina |
| 4404. | Alleghany County, North Carolina | 4437. | Kinston city, North Carolina | 4470. | Statesville city, North Carolina |
| 4405. | Anson County, North Carolina | 4438. | Knightdale town, North Carolina | 4471. | Summerfield town, North Carolina |
| 4406. | Archdale city, North Carolina | 4439. | Laurinburg city, North Carolina | 4472. | Swain County, North Carolina |
| 4407. | Ashe County, North Carolina | 4440. | Leland town, North Carolina | 4473. | Tarboro town, North Carolina |
| 4408. | Asheboro city, North Carolina | 4441. | Lenoir city, North Carolina | 4474. | Thomasville city, North Carolina |
| 4409. | Avery County, North Carolina | 4442. | Lewisville town, North Carolina | 4475. | Warren County, North Carolina |
| 4410. | Belmont city, North Carolina | 4443. | Lexington city, North Carolina | 4476. | Washington County, North Carolina |
| 4411. | Bertie County, North Carolina | 4444. | Lincolnton city, North Carolina | 4477. | Waxhaw town, North Carolina |
| 4412. | Boone town, North Carolina | 4445. | Lumberton city, North Carolina | 4478. | Waynesville town, North Carolina |
| 4413. | Camden County, North Carolina | 4446. | Madison County, North Carolina | 4479. | Weddington town, North Carolina |
| 4414. | Carrboro town, North Carolina | 4447. | Martin County, North Carolina | 4480. | Yancey County, North Carolina |
| 4415. | Caswell County, North Carolina | 4448. | Mebane city, North Carolina | 4481. | Bismarck city, North Dakota * |
| 4416. | Cherokee County, North Carolina | 4449. | Mint Hill town, North Carolina | 4482. | Burleigh County, North Dakota * |
| 4417. | Chowan County, North Carolina | 4450. | Mitchell County, North Carolina | 4483. | Cass County, North Dakota * |
| 4418. | Clay County, North Carolina | 4451. | Montgomery County, North Carolina | 4484. | Fargo city, North Dakota * |
| 4419. | Clayton town, North Carolina | 4452. | Morganton city, North Carolina | 4485. | Grand Forks city, North Dakota * |
| 4420. | Clemmons village, North Carolina | 4453. | Morrisville town, North Carolina | 4486. | Grand Forks County, North Dakota * |
| 4421. | Currituck County, North Carolina | 4454. | Mount Airy city, North Carolina | 4487. | Minot city, North Dakota * |
| | | | | 4488. | Morton County, North Dakota * |
| | | | | 4489. | Stark County, North Dakota * |

| | | |
|---------------------------------------|-----------------------------------|-------------------------------------|
| 4490. Ward County, North Dakota * | 4539. Cuyahoga Falls city, Ohio * | 4594. Marion County, Ohio * |
| 4491. West Fargo city, North Dakota * | 4540. Darke County, Ohio * | 4595. Marion township, Ohio * |
| 4492. Williams County, North Dakota * | 4541. Dayton city, Ohio * | 4596. Mason city, Ohio * |
| 4493. Barnes County, North Dakota | 4542. Deerfield township, Ohio * | 4597. Massillon city, Ohio * |
| 4494. Dickinson city, North Dakota | 4543. Defiance County, Ohio * | 4598. Medina County, Ohio * |
| 4495. Jamestown city, North Dakota | 4544. Delaware city, Ohio * | 4599. Mentor city, Ohio * |
| 4496. Mandan city, North Dakota | 4545. Delaware County, Ohio * | 4600. Mercer County, Ohio * |
| 4497. McKenzie County, North Dakota | 4546. Dublin city, Ohio * | 4601. Miami County, Ohio * |
| 4498. Mountrail County, North Dakota | 4547. Elyria city, Ohio * | 4602. Miami township, Ohio * |
| 4499. Ramsey County, North Dakota | 4548. Erie County, Ohio * | 4603. Miami township, Ohio * |
| 4500. Richland County, North Dakota | 4549. Euclid city, Ohio * | 4604. Middletown city, Ohio * |
| 4501. Rolette County, North Dakota | 4550. Fairborn city, Ohio * | 4605. Mifflin township, Ohio * |
| 4502. Stutsman County, North Dakota | 4551. Fairfield city, Ohio * | 4606. Montgomery County, Ohio * |
| 4503. Walsh County, North Dakota | 4552. Fairfield County, Ohio * | 4607. Morrow County, Ohio * |
| 4504. Williston city, North Dakota | 4553. Findlay city, Ohio * | 4608. Muskingum County, Ohio * |
| 4505. Akron city, Ohio * | 4554. Franklin County, Ohio * | 4609. Newark city, Ohio * |
| 4506. Allen County, Ohio * | 4555. Franklin township, Ohio * | 4610. North Olmsted city, Ohio * |
| 4507. Anderson township, Ohio * | 4556. Fulton County, Ohio * | 4611. North Ridgeville city, Ohio * |
| 4508. Ashland County, Ohio * | 4557. Gahanna city, Ohio * | 4612. North Royalton city, Ohio * |
| 4509. Ashtabula County, Ohio * | 4558. Geauga County, Ohio * | 4613. Norwich township, Ohio * |
| 4510. Athens County, Ohio * | 4559. Green township, Ohio * | 4614. Orange township, Ohio * |
| 4511. Athens township, Ohio * | 4560. Greene County, Ohio * | 4615. Ottawa County, Ohio * |
| 4512. Auglaize County, Ohio * | 4561. Grove City city, Ohio * | 4616. Parma city, Ohio * |
| 4513. Austintown township, Ohio * | 4562. Guernsey County, Ohio * | 4617. Perry County, Ohio * |
| 4514. Bath township, Ohio * | 4563. Hamilton city, Ohio * | 4618. Pickaway County, Ohio * |
| 4515. Beavercreek city, Ohio * | 4564. Hamilton County, Ohio * | 4619. Plain township, Ohio * |
| 4516. Beavercreek township, Ohio * | 4565. Hancock County, Ohio * | 4620. Portage County, Ohio * |
| 4517. Belmont County, Ohio * | 4566. Hardin County, Ohio * | 4621. Preble County, Ohio * |
| 4518. Boardman township, Ohio * | 4567. Highland County, Ohio * | 4622. Putnam County, Ohio * |
| 4519. Bowling Green city, Ohio * | 4568. Hilliard city, Ohio * | 4623. Reynoldsburg city, Ohio * |
| 4520. Brown County, Ohio * | 4569. Holmes County, Ohio * | 4624. Richland County, Ohio * |
| 4521. Brunswick city, Ohio * | 4570. Huber Heights city, Ohio * | 4625. Ross County, Ohio * |
| 4522. Butler County, Ohio * | 4571. Huron County, Ohio * | 4626. Sandusky County, Ohio * |
| 4523. Canton city, Ohio * | 4572. Jackson County, Ohio * | 4627. Scioto County, Ohio * |
| 4524. Champaign County, Ohio * | 4573. Jackson township, Ohio * | 4628. Seneca County, Ohio * |
| 4525. Cincinnati city, Ohio * | 4574. Jackson township, Ohio * | 4629. Shelby County, Ohio * |
| 4526. Clark County, Ohio * | 4575. Jefferson County, Ohio * | 4630. Springfield city, Ohio * |
| 4527. Clear Creek township, Ohio * | 4576. Kettering city, Ohio * | 4631. Springfield township, Ohio * |
| 4528. Clermont County, Ohio * | 4577. Knox County, Ohio * | 4632. Stark County, Ohio * |
| 4529. Cleveland city, Ohio * | 4578. Lake County, Ohio * | 4633. Stow city, Ohio * |
| 4530. Cleveland Heights city, Ohio * | 4579. Lakewood city, Ohio * | 4634. Strongsville city, Ohio * |
| 4531. Clinton County, Ohio * | 4580. Lancaster city, Ohio * | 4635. Summit County, Ohio * |
| 4532. Colerain township, Ohio * | 4581. Lawrence County, Ohio * | 4636. Sylvania township, Ohio * |
| 4533. Columbiana County, Ohio * | 4582. Liberty township, Ohio * | 4637. Toledo city, Ohio * |
| 4534. Columbus city, Ohio * | 4583. Liberty township, Ohio * | 4638. Trumbull County, Ohio * |
| 4535. Concord township, Ohio * | 4584. Licking County, Ohio * | 4639. Tuscarawas County, Ohio * |
| 4536. Coshocton County, Ohio * | 4585. Lima city, Ohio * | 4640. Union County, Ohio * |
| 4537. Crawford County, Ohio * | 4586. Logan County, Ohio * | 4641. Union township, Ohio * |
| 4538. Cuyahoga County, Ohio * | 4587. Lorain city, Ohio * | 4642. Upper Arlington city, Ohio * |
| | 4588. Lorain County, Ohio * | 4643. Violet township, Ohio * |
| | 4589. Lucas County, Ohio * | 4644. Warren city, Ohio * |
| | 4590. Madison County, Ohio * | 4645. Warren County, Ohio * |
| | 4591. Mahoning County, Ohio * | 4646. Washington County, Ohio * |
| | 4592. Mansfield city, Ohio * | 4647. Washington township, Ohio * |
| | 4593. Marion city, Ohio * | 4648. Washington township, Ohio * |

| | | | | | |
|-------|--------------------------------|-------|-----------------------------|-------|-------------------------------|
| 4649. | Wayne County, Ohio * | 4702. | Copley township, Ohio | 4757. | Liberty township, Ohio |
| 4650. | West Chester township, Ohio * | 4703. | Coshocton city, Ohio | 4758. | London city, Ohio |
| 4651. | Westerville city, Ohio * | 4704. | Coventry township, Ohio | 4759. | Loveland city, Ohio |
| 4652. | Westlake city, Ohio * | 4705. | Defiance city, Ohio | 4760. | Lyndhurst city, Ohio |
| 4653. | Williams County, Ohio * | 4706. | Defiance township, Ohio | 4761. | Macedonia city, Ohio |
| 4654. | Wood County, Ohio * | 4707. | Delhi township, Ohio | 4762. | Mad River township, Ohio |
| 4655. | Youngstown city, Ohio * | 4708. | Dover city, Ohio | 4763. | Madison township, Ohio |
| 4656. | Adams County, Ohio | 4709. | Duchouquet township, Ohio | 4764. | Madison township, Ohio |
| 4657. | Alliance city, Ohio | 4710. | East Cleveland city, Ohio | 4765. | Madison township, Ohio |
| 4658. | American township, Ohio | 4711. | East Liverpool city, Ohio | 4766. | Maple Heights city, Ohio |
| 4659. | Amherst city, Ohio | 4712. | Eastlake city, Ohio | 4767. | Marietta city, Ohio |
| 4660. | Ashland city, Ohio | 4713. | Englewood city, Ohio | 4768. | Marysville city, Ohio |
| 4661. | Ashtabula city, Ohio | 4714. | Etna township, Ohio | 4769. | Maumee city, Ohio |
| 4662. | Ashtabula township, Ohio | 4715. | Fairfield township, Ohio | 4770. | Mayfield Heights city, Ohio |
| 4663. | Athens city, Ohio | 4716. | Fairview Park city, Ohio | 4771. | Medina city, Ohio |
| 4664. | Aurora city, Ohio | 4717. | Falls township, Ohio | 4772. | Meigs County, Ohio |
| 4665. | Avon city, Ohio | 4718. | Fayette County, Ohio | 4773. | Miami township, Ohio |
| 4666. | Avon Lake city, Ohio | 4719. | Forest Park city, Ohio | 4774. | Miamisburg city, Ohio |
| 4667. | Bainbridge township, Ohio | 4720. | Fostoria city, Ohio | 4775. | Middleburg Heights city, Ohio |
| 4668. | Barberton city, Ohio | 4721. | Franklin city, Ohio | 4776. | Monclova township, Ohio |
| 4669. | Batavia township, Ohio | 4722. | Franklin township, Ohio | 4777. | Monroe city, Ohio |
| 4670. | Bay Village city, Ohio | 4723. | Fremont city, Ohio | 4778. | Monroe County, Ohio |
| 4671. | Beachwood city, Ohio | 4724. | Gallia County, Ohio | 4779. | Monroe township, Ohio |
| 4672. | Bedford city, Ohio | 4725. | Garfield Heights city, Ohio | 4780. | Montgomery city, Ohio |
| 4673. | Bedford Heights city, Ohio | 4726. | Geneva township, Ohio | 4781. | Montville township, Ohio |
| 4674. | Bellefontaine city, Ohio | 4727. | Genoa township, Ohio | 4782. | Moorefield township, Ohio |
| 4675. | Berea city, Ohio | 4728. | Goshen township, Ohio | 4783. | Morgan County, Ohio |
| 4676. | Bethel township, Ohio | 4729. | Granville township, Ohio | 4784. | Mount Vernon city, Ohio |
| 4677. | Bexley city, Ohio | 4730. | Green city, Ohio | 4785. | New Albany city, Ohio |
| 4678. | Blue Ash city, Ohio | 4731. | Green township, Ohio | 4786. | New Franklin city, Ohio |
| 4679. | Brecksville city, Ohio | 4732. | Greenville city, Ohio | 4787. | New Philadelphia city, Ohio |
| 4680. | Brimfield township, Ohio | 4733. | Greenville township, Ohio | 4788. | Niles city, Ohio |
| 4681. | Broadview Heights city, Ohio | 4734. | Hamilton township, Ohio | 4789. | Noble County, Ohio |
| 4682. | Brook Park city, Ohio | 4735. | Harrison city, Ohio | 4790. | North Canton city, Ohio |
| 4683. | Brooklyn city, Ohio | 4736. | Harrison County, Ohio | 4791. | Norton city, Ohio |
| 4684. | Brunswick Hills township, Ohio | 4737. | Harrison township, Ohio | 4792. | Norwalk city, Ohio |
| 4685. | Bucyrus city, Ohio | 4738. | Harrison township, Ohio | 4793. | Norwood city, Ohio |
| 4686. | Cambridge city, Ohio | 4739. | Heath city, Ohio | 4794. | Olmsted township, Ohio |
| 4687. | Cambridge township, Ohio | 4740. | Henry County, Ohio | 4795. | Oregon city, Ohio |
| 4688. | Canfield township, Ohio | 4741. | Hocking County, Ohio | 4796. | Oxford city, Ohio |
| 4689. | Canton township, Ohio | 4742. | Howland township, Ohio | 4797. | Oxford township, Ohio |
| 4690. | Carroll County, Ohio | 4743. | Hubbard township, Ohio | 4798. | Painesville city, Ohio |
| 4691. | Celina city, Ohio | 4744. | Hudson city, Ohio | 4799. | Painesville township, Ohio |
| 4692. | Centerville city, Ohio | 4745. | Huron township, Ohio | 4800. | Paris township, Ohio |
| 4693. | Chester township, Ohio | 4746. | Ironton city, Ohio | 4801. | Parma Heights city, Ohio |
| 4694. | Chillicothe city, Ohio | 4747. | Jefferson township, Ohio | 4802. | Pataskala city, Ohio |
| 4695. | Chippewa township, Ohio | 4748. | Jefferson township, Ohio | 4803. | Paulding County, Ohio |
| 4696. | Circleville city, Ohio | 4749. | Kent city, Ohio | 4804. | Pease township, Ohio |
| 4697. | Clayton city, Ohio | 4750. | Lake township, Ohio | 4805. | Perkins township, Ohio |
| 4698. | Clinton township, Ohio | 4751. | Lake township, Ohio | 4806. | Perry township, Ohio |
| 4699. | Concord township, Ohio | 4752. | Lake township, Ohio | 4807. | Perry township, Ohio |
| 4700. | Concord township, Ohio | 4753. | Lawrence township, Ohio | 4808. | Perrysburg city, Ohio |
| 4701. | Conneaut city, Ohio | 4754. | Lebanon city, Ohio | 4809. | Perrysburg township, Ohio |
| | | 4755. | Lemon township, Ohio | 4810. | Pickerington city, Ohio |
| | | 4756. | Liberty township, Ohio | 4811. | Pierce township, Ohio |

| | | | | | |
|-------|----------------------------------|-------|--------------------------------------|-------|------------------------------------|
| 4812. | Pike County, Ohio | 4866. | Urbana township, Ohio | 4913. | Norman city, Oklahoma * |
| 4813. | Piqua city, Ohio | 4867. | Van Wert city, Ohio | 4914. | Oklahoma City city, Oklahoma * |
| 4814. | Plain township, Ohio | 4868. | Van Wert County, Ohio | 4915. | Oklahoma County, Oklahoma * |
| 4815. | Pleasant township, Ohio | 4869. | Vandalia city, Ohio | 4916. | Okmulgee County, Oklahoma * |
| 4816. | Poland township, Ohio | 4870. | Vermilion city, Ohio | 4917. | Osage County, Oklahoma * |
| 4817. | Portsmouth city, Ohio | 4871. | Vinton County, Ohio | 4918. | Ottawa County, Oklahoma * |
| 4818. | Powell city, Ohio | 4872. | Wadsworth city, Ohio | 4919. | Owasso city, Oklahoma * |
| 4819. | Prairie township, Ohio | 4873. | Warrensville Heights city, Ohio | 4920. | Payne County, Oklahoma * |
| 4820. | Ravenna city, Ohio | 4874. | Washington Court House city, Ohio | 4921. | Pittsburg County, Oklahoma * |
| 4821. | Reading city, Ohio | 4875. | Weathersfield township, Ohio | 4922. | Pontotoc County, Oklahoma * |
| 4822. | Richland township, Ohio | 4876. | West Carrollton city, Ohio | 4923. | Pottawatomie County, Oklahoma * |
| 4823. | Richmond Heights city, Ohio | 4877. | Whitehall city, Ohio | 4924. | Rogers County, Oklahoma * |
| 4824. | Riverside city, Ohio | 4878. | Wickliffe city, Ohio | 4925. | Sequoyah County, Oklahoma * |
| 4825. | Rocky River city, Ohio | 4879. | Willoughby city, Ohio | 4926. | Shawnee city, Oklahoma * |
| 4826. | Sagamore Hills township, Ohio | 4880. | Willowick city, Ohio | 4927. | Stephens County, Oklahoma * |
| 4827. | Salem city, Ohio | 4881. | Wilmington city, Ohio | 4928. | Stillwater city, Oklahoma * |
| 4828. | Sandusky city, Ohio | 4882. | Wooster city, Ohio | 4929. | Tulsa city, Oklahoma * |
| 4829. | Scioto township, Ohio | 4883. | Worthington city, Ohio | 4930. | Tulsa County, Oklahoma * |
| 4830. | Scioto township, Ohio | 4884. | Wyandot County, Ohio | 4931. | Wagoner County, Oklahoma * |
| 4831. | Seven Hills city, Ohio | 4885. | Xenia city, Ohio | 4932. | Washington County, Oklahoma * |
| 4832. | Shaker Heights city, Ohio | 4886. | Zanesville city, Ohio | 4933. | Ada city, Oklahoma |
| 4833. | Sharon township, Ohio | 4887. | Bartlesville city, Oklahoma * | 4934. | Adair County, Oklahoma |
| 4834. | Sharonville city, Ohio | 4888. | Broken Arrow city, Oklahoma * | 4935. | Altus city, Oklahoma |
| 4835. | Shawnee township, Ohio | 4889. | Bryan County, Oklahoma * | 4936. | Ardmore city, Oklahoma |
| 4836. | Sidney city, Ohio | 4890. | Canadian County, Oklahoma * | 4937. | Atoka County, Oklahoma |
| 4837. | Solon city, Ohio | 4891. | Carter County, Oklahoma * | 4938. | Beckham County, Oklahoma |
| 4838. | South Euclid city, Ohio | 4892. | Cherokee County, Oklahoma * | 4939. | Bethany city, Oklahoma |
| 4839. | Springboro city, Ohio | 4893. | Cleveland County, Oklahoma * | 4940. | Bixby city, Oklahoma |
| 4840. | Springdale city, Ohio | 4894. | Comanche County, Oklahoma * | 4941. | Caddo County, Oklahoma |
| 4841. | Springfield township, Ohio | 4895. | Creek County, Oklahoma * | 4942. | Chickasha city, Oklahoma |
| 4842. | Springfield township, Ohio | 4896. | Delaware County, Oklahoma * | 4943. | Choctaw city, Oklahoma |
| 4843. | Springfield township, Ohio | 4897. | Edmond city, Oklahoma * | 4944. | Choctaw County, Oklahoma |
| 4844. | Springfield township, Ohio | 4898. | Enid city, Oklahoma * | 4945. | Claremore city, Oklahoma |
| 4845. | St. Marys township, Ohio | 4899. | Garfield County, Oklahoma * | 4946. | Coweta city, Oklahoma |
| 4846. | Steubenville city, Ohio | 4900. | Grady County, Oklahoma * | 4947. | Craig County, Oklahoma |
| 4847. | Streetsboro city, Ohio | 4901. | Kay County, Oklahoma * | 4948. | Custer County, Oklahoma |
| 4848. | Struthers city, Ohio | 4902. | Lawton city, Oklahoma * | 4949. | Del City city, Oklahoma |
| 4849. | Sycamore township, Ohio | 4903. | Le Flore County, Oklahoma * | 4950. | Duncan city, Oklahoma |
| 4850. | Sylvania city, Ohio | 4904. | Lincoln County, Oklahoma * | 4951. | Durant city, Oklahoma |
| 4851. | Symmes township, Ohio | 4905. | Logan County, Oklahoma * | 4952. | El Reno city, Oklahoma |
| 4852. | Tallmadge city, Ohio | 4906. | Mayes County, Oklahoma * | 4953. | Elk City city, Oklahoma |
| 4853. | Tiffin city, Ohio | 4907. | McClain County, Oklahoma * | 4954. | Garvin County, Oklahoma |
| 4854. | Tipp City city, Ohio | 4908. | McCurtain County, Oklahoma * | 4955. | Glenpool city, Oklahoma |
| 4855. | Trenton city, Ohio | 4909. | Midwest City city, Oklahoma * | 4956. | Guthrie city, Oklahoma |
| 4856. | Trotwood city, Ohio | 4910. | Moore city, Oklahoma * | 4957. | Guymon city, Oklahoma |
| 4857. | Troy city, Ohio | 4911. | Muskogee city, Oklahoma * | 4958. | Haskell County, Oklahoma |
| 4858. | Truro township, Ohio | 4912. | Muskogee County, Oklahoma * | 4959. | Hughes County, Oklahoma |
| 4859. | Turtlecreek township, Ohio | | | 4960. | Jackson County, Oklahoma |
| 4860. | Twinsburg city, Ohio | | | 4961. | Jenks city, Oklahoma |
| 4861. | Union township, Ohio | | | | |
| 4862. | Union township, Ohio | | | | |
| 4863. | University Heights city, Ohio | | | | |
| 4864. | Upper township, Ohio | | | | |
| 4865. | Urbana city, Ohio | | | | |

| | | | | | |
|-------|--------------------------------|-------|-----------------------------|-------|---|
| 4962. | Johnston County, Oklahoma | 5016. | McMinnville city, Oregon * | 5071. | Woodburn city, Oregon |
| 4963. | Kingfisher County, Oklahoma | 5017. | Medford city, Oregon * | 5072. | Abington township, Pennsylvania * |
| 4964. | Latimer County, Oklahoma | 5018. | Multnomah County, Oregon * | 5073. | Adams County, Pennsylvania * |
| 4965. | Love County, Oklahoma | 5019. | Oregon City city, Oregon * | 5074. | Allegheny County, Pennsylvania * |
| 4966. | Marshall County, Oklahoma | 5020. | Polk County, Oregon * | 5075. | Allentown city, Pennsylvania * |
| 4967. | McAlester city, Oklahoma | 5021. | Portland city, Oregon * | 5076. | Altoona city, Pennsylvania * |
| 4968. | McIntosh County, Oklahoma | 5022. | Redmond city, Oregon * | 5077. | Armstrong County, Pennsylvania * |
| 4969. | Miami city, Oklahoma | 5023. | Salem city, Oregon * | 5078. | Beaver County, Pennsylvania * |
| 4970. | Murray County, Oklahoma | 5024. | Springfield city, Oregon * | 5079. | Bedford County, Pennsylvania * |
| 4971. | Mustang city, Oklahoma | 5025. | Tigard city, Oregon * | 5080. | Bensalem township, Pennsylvania * |
| 4972. | Newcastle city, Oklahoma | 5026. | Umatilla County, Oregon * | 5081. | Berks County, Pennsylvania * |
| 4973. | Noble County, Oklahoma | 5027. | Washington County, Oregon * | 5082. | Bethel Park municipality, Pennsylvania * |
| 4974. | Nowata County, Oklahoma | 5028. | Yamhill County, Oregon * | 5083. | Bethlehem city, Pennsylvania * |
| 4975. | Okfuskee County, Oklahoma | 5029. | Ashland city, Oregon | 5084. | Blair County, Pennsylvania * |
| 4976. | Okmulgee city, Oklahoma | 5030. | Astoria city, Oregon | 5085. | Bradford County, Pennsylvania * |
| 4977. | Pawnee County, Oklahoma | 5031. | Baker County, Oregon | 5086. | Bristol township, Pennsylvania * |
| 4978. | Ponca City city, Oklahoma | 5032. | Canby city, Oregon | 5087. | Bucks County, Pennsylvania * |
| 4979. | Pushmataha County, Oklahoma | 5033. | Central Point city, Oregon | 5088. | Butler County, Pennsylvania * |
| 4980. | Sand Springs city, Oklahoma | 5034. | Coos Bay city, Oregon | 5089. | Cambria County, Pennsylvania * |
| 4981. | Sapulpa city, Oklahoma | 5035. | Cornelius city, Oregon | 5090. | Carbon County, Pennsylvania * |
| 4982. | Seminole County, Oklahoma | 5036. | Cottage Grove city, Oregon | 5091. | Centre County, Pennsylvania * |
| 4983. | Tahlequah city, Oklahoma | 5037. | Crook County, Oregon | 5092. | Cheltenham township, Pennsylvania * |
| 4984. | Texas County, Oklahoma | 5038. | Curry County, Oregon | 5093. | Chester city, Pennsylvania * |
| 4985. | Warr Acres city, Oklahoma | 5039. | Dallas city, Oregon | 5094. | Chester County, Pennsylvania * |
| 4986. | Washita County, Oklahoma | 5040. | Forest Grove city, Oregon | 5095. | Clarion County, Pennsylvania * |
| 4987. | Weatherford city, Oklahoma | 5041. | Gladstone city, Oregon | 5096. | Clearfield County, Pennsylvania * |
| 4988. | Woodward city, Oklahoma | 5042. | Happy Valley city, Oregon | 5097. | Clinton County, Pennsylvania * |
| 4989. | Woodward County, Oklahoma | 5043. | Hermiston city, Oregon | 5098. | Columbia County, Pennsylvania * |
| 4990. | Yukon city, Oklahoma | 5044. | Hood River County, Oregon | 5099. | Cranberry township, Pennsylvania * |
| 4991. | Albany city, Oregon * | 5045. | Independence city, Oregon | 5100. | Crawford County, Pennsylvania * |
| 4992. | Beaverton city, Oregon * | 5046. | Jefferson County, Oregon | 5101. | Cumberland County, Pennsylvania * |
| 4993. | Bend city, Oregon * | 5047. | Klamath Falls city, Oregon | | |
| 4994. | Benton County, Oregon * | 5048. | La Grande city, Oregon | | |
| 4995. | Clackamas County, Oregon * | 5049. | Lebanon city, Oregon | | |
| 4996. | Clatsop County, Oregon * | 5050. | Milwaukie city, Oregon | | |
| 4997. | Columbia County, Oregon * | 5051. | Monmouth city, Oregon | | |
| 4998. | Coos County, Oregon * | 5052. | Morrow County, Oregon | | |
| 4999. | Corvallis city, Oregon * | 5053. | Newberg city, Oregon | | |
| 5000. | Deschutes County, Oregon * | 5054. | Newport city, Oregon | | |
| 5001. | Douglas County, Oregon * | 5055. | Ontario city, Oregon | | |
| 5002. | Eugene city, Oregon * | 5056. | Pendleton city, Oregon | | |
| 5003. | Grants Pass city, Oregon * | 5057. | Prineville city, Oregon | | |
| 5004. | Gresham city, Oregon * | 5058. | Roseburg city, Oregon | | |
| 5005. | Hillsboro city, Oregon * | 5059. | Sandy city, Oregon | | |
| 5006. | Jackson County, Oregon * | 5060. | Sherwood city, Oregon | | |
| 5007. | Josephine County, Oregon * | 5061. | Silverton city, Oregon | | |
| 5008. | Keizer city, Oregon * | 5062. | St. Helens city, Oregon | | |
| 5009. | Klamath County, Oregon * | 5063. | The Dalles city, Oregon | | |
| 5010. | Lake Oswego city, Oregon * | 5064. | Tillamook County, Oregon | | |
| 5011. | Lane County, Oregon * | 5065. | Troutdale city, Oregon | | |
| 5012. | Lincoln County, Oregon * | 5066. | Tualatin city, Oregon | | |
| 5013. | Linn County, Oregon * | 5067. | Union County, Oregon | | |
| 5014. | Malheur County, Oregon * | 5068. | Wasco County, Oregon | | |
| 5015. | Marion County, Oregon * | 5069. | West Linn city, Oregon | | |
| | | 5070. | Wilsonville city, Oregon | | |

| | | | | | |
|-------|--|-------|---|-------|-------------------------------------|
| 5102. | Dauphin County, Pennsylvania * | 5131. | Mercer County, Pennsylvania * | 5162. | Venango County, Pennsylvania * |
| 5103. | Delaware County, Pennsylvania * | 5132. | Middletown township, Pennsylvania * | 5163. | Warminster township, Pennsylvania * |
| 5104. | Erie city, Pennsylvania * | 5133. | Mifflin County, Pennsylvania * | 5164. | Warren County, Pennsylvania * |
| 5105. | Erie County, Pennsylvania * | 5134. | Millcreek township, Pennsylvania * | 5165. | Washington County, Pennsylvania * |
| 5106. | Falls township, Pennsylvania * | 5135. | Monroe County, Pennsylvania * | 5166. | Wayne County, Pennsylvania * |
| 5107. | Fayette County, Pennsylvania * | 5136. | Montgomery County, Pennsylvania * | 5167. | Westmoreland County, Pennsylvania * |
| 5108. | Franklin County, Pennsylvania * | 5137. | Mount Lebanon township, Pennsylvania * | 5168. | Wilkes-Barre city, Pennsylvania * |
| 5109. | Greene County, Pennsylvania * | 5138. | Norristown borough, Pennsylvania * | 5169. | York city, Pennsylvania * |
| 5110. | Hampden township, Pennsylvania * | 5139. | North Huntingdon township, Pennsylvania * | 5170. | York County, Pennsylvania * |
| 5111. | Harrisburg city, Pennsylvania * | 5140. | Northampton County, Pennsylvania * | 5171. | Adams township, Pennsylvania |
| 5112. | Haverford township, Pennsylvania * | 5141. | Northampton township, Pennsylvania * | 5172. | Amity township, Pennsylvania |
| 5113. | Hempfield township, Pennsylvania * | 5142. | Northumberland County, Pennsylvania * | 5173. | Antrim township, Pennsylvania |
| 5114. | Huntingdon County, Pennsylvania * | 5143. | Penn Hills township, Pennsylvania * | 5174. | Aston township, Pennsylvania |
| 5115. | Indiana County, Pennsylvania * | 5144. | Perry County, Pennsylvania * | 5175. | Baldwin borough, Pennsylvania |
| 5116. | Jefferson County, Pennsylvania * | 5145. | Philadelphia city / Philadelphia County, Pennsylvania * | 5176. | Bethlehem township, Pennsylvania |
| 5117. | Lackawanna County, Pennsylvania * | 5146. | Pike County, Pennsylvania * | 5177. | Bloomsburg town, Pennsylvania |
| 5118. | Lancaster city, Pennsylvania * | 5147. | Pittsburgh city, Pennsylvania * | 5178. | Buckingham township, Pennsylvania |
| 5119. | Lancaster County, Pennsylvania * | 5148. | Radnor township, Pennsylvania * | 5179. | Butler city, Pennsylvania |
| 5120. | Lawrence County, Pennsylvania * | 5149. | Reading city, Pennsylvania * | 5180. | Butler township, Pennsylvania |
| 5121. | Lebanon County, Pennsylvania * | 5150. | Ridley township, Pennsylvania * | 5181. | Caln township, Pennsylvania |
| 5122. | Lehigh County, Pennsylvania * | 5151. | Ross township, Pennsylvania * | 5182. | Carlisle borough, Pennsylvania |
| 5123. | Lower Macungie township, Pennsylvania * | 5152. | Schuylkill County, Pennsylvania * | 5183. | Cecil township, Pennsylvania |
| 5124. | Lower Makefield township, Pennsylvania * | 5153. | Scranton city, Pennsylvania * | 5184. | Center township, Pennsylvania |
| 5125. | Lower Merion township, Pennsylvania * | 5154. | Snyder County, Pennsylvania * | 5185. | Chambersburg borough, Pennsylvania |
| 5126. | Lower Paxton township, Pennsylvania * | 5155. | Somerset County, Pennsylvania * | 5186. | Chestnuthill township, Pennsylvania |
| 5127. | Luzerne County, Pennsylvania * | 5156. | State College borough, Pennsylvania * | 5187. | Coal township, Pennsylvania |
| 5128. | Lycoming County, Pennsylvania * | 5157. | Susquehanna County, Pennsylvania * | 5188. | Coatesville city, Pennsylvania |
| 5129. | Manheim township, Pennsylvania * | 5158. | Tioga County, Pennsylvania * | 5189. | College township, Pennsylvania |
| 5130. | McKean County, Pennsylvania * | 5159. | Union County, Pennsylvania * | 5190. | Columbia borough, Pennsylvania |
| | | 5160. | Upper Darby township, Pennsylvania * | 5191. | Concord township, Pennsylvania |
| | | 5161. | Upper Merion township, Pennsylvania * | 5192. | Coolbaugh township, Pennsylvania |
| | | | | 5193. | Cumru township, Pennsylvania |
| | | | | 5194. | Darby borough, Pennsylvania |
| | | | | 5195. | Derry township, Pennsylvania |

| | | |
|--|---|--|
| 5196. Derry township, Pennsylvania | 5227. Greensburg city, Pennsylvania | 5258. Lower Moreland township, Pennsylvania |
| 5197. Dingman township, Pennsylvania | 5228. Guilford township, Pennsylvania | 5259. Lower Pottsgrove township, Pennsylvania |
| 5198. Douglass township, Pennsylvania | 5229. Hamilton township, Pennsylvania | 5260. Lower Providence township, Pennsylvania |
| 5199. Dover township, Pennsylvania | 5230. Hampton township, Pennsylvania | 5261. Lower Salford township, Pennsylvania |
| 5200. Doylestown township, Pennsylvania | 5231. Hanover borough, Pennsylvania | 5262. Lower Saucon township, Pennsylvania |
| 5201. Dunmore borough, Pennsylvania | 5232. Hanover township, Pennsylvania | 5263. Lower Southampton township, Pennsylvania |
| 5202. East Cocalico township, Pennsylvania | 5233. Hanover township, Pennsylvania | 5264. Loyalsock township, Pennsylvania |
| 5203. East Goshen township, Pennsylvania | 5234. Harborcreek township, Pennsylvania | 5265. Manchester township, Pennsylvania |
| 5204. East Hempfield township, Pennsylvania | 5235. Harrison township, Pennsylvania | 5266. Manor township, Pennsylvania |
| 5205. East Lampeter township, Pennsylvania | 5236. Hatfield township, Pennsylvania | 5267. Marple township, Pennsylvania |
| 5206. East Norriton township, Pennsylvania | 5237. Hazleton city, Pennsylvania | 5268. McCandless township, Pennsylvania |
| 5207. East Pennsboro township, Pennsylvania | 5238. Hermitage city, Pennsylvania | 5269. McKeesport city, Pennsylvania |
| 5208. East Stroudsburg borough, Pennsylvania | 5239. Hilltown township, Pennsylvania | 5270. Meadville city, Pennsylvania |
| 5209. East Whiteland township, Pennsylvania | 5240. Hopewell township, Pennsylvania | 5271. Middle Smithfield township, Pennsylvania |
| 5210. Easton city, Pennsylvania | 5241. Horsham township, Pennsylvania | 5272. Middletown township, Pennsylvania |
| 5211. Easttown township, Pennsylvania | 5242. Indiana borough, Pennsylvania | 5273. Milford township, Pennsylvania |
| 5212. Elizabeth township, Pennsylvania | 5243. Jefferson Hills borough, Pennsylvania | 5274. Monroeville municipality, Pennsylvania |
| 5213. Elizabethtown borough, Pennsylvania | 5244. Johnstown city, Pennsylvania | 5275. Montgomery township, Pennsylvania |
| 5214. Elk County, Pennsylvania | 5245. Juniata County, Pennsylvania | 5276. Montour County, Pennsylvania |
| 5215. Emmaus borough, Pennsylvania | 5246. Kingston borough, Pennsylvania | 5277. Moon township, Pennsylvania |
| 5216. Ephrata borough, Pennsylvania | 5247. Lancaster township, Pennsylvania | 5278. Mount Joy township, Pennsylvania |
| 5217. Ephrata township, Pennsylvania | 5248. Lansdale borough, Pennsylvania | 5279. Mount Pleasant township, Pennsylvania |
| 5218. Exeter township, Pennsylvania | 5249. Lansdowne borough, Pennsylvania | 5280. Muhlenberg township, Pennsylvania |
| 5219. Fairview township, Pennsylvania | 5250. Lebanon city, Pennsylvania | 5281. Munhall borough, Pennsylvania |
| 5220. Fairview township, Pennsylvania | 5251. Lehigh township, Pennsylvania | 5282. Murrys ville municipality, Pennsylvania |
| 5221. Ferguson township, Pennsylvania | 5252. Lehman township, Pennsylvania | 5283. Nanticoke city, Pennsylvania |
| 5222. Forks township, Pennsylvania | 5253. Limerick township, Pennsylvania | 5284. Nether Providence township, Pennsylvania |
| 5223. Franconia township, Pennsylvania | 5254. Logan township, Pennsylvania | 5285. New Britain township, Pennsylvania |
| 5224. Franklin Park borough, Pennsylvania | 5255. Lower Allen township, Pennsylvania | 5286. New Castle city, Pennsylvania |
| 5225. Fulton County, Pennsylvania | 5256. Lower Burrell city, Pennsylvania | 5287. New Garden township, Pennsylvania |
| 5226. Greene township, Pennsylvania | 5257. Lower Gwynedd township, Pennsylvania | |

| | | |
|---|--|---|
| 5288. New Hanover township, Pennsylvania | 5320. Salisbury township, Pennsylvania | 5351. Upper Moreland township, Pennsylvania |
| 5289. New Kensington city, Pennsylvania | 5321. Sandy township, Pennsylvania | 5352. Upper Providence township, Pennsylvania |
| 5290. Newberry township, Pennsylvania | 5322. Scott township, Pennsylvania | 5353. Upper Providence township, Pennsylvania |
| 5291. Newtown township, Pennsylvania | 5323. Shaler township, Pennsylvania | 5354. Upper Saucon township, Pennsylvania |
| 5292. Newtown township, Pennsylvania | 5324. Sharon city, Pennsylvania | 5355. Upper Southampton township, Pennsylvania |
| 5293. North Fayette township, Pennsylvania | 5325. Silver Spring township, Pennsylvania | 5356. Upper St. Clair township, Pennsylvania |
| 5294. North Lebanon township, Pennsylvania | 5326. Skippack township, Pennsylvania | 5357. Upper Uwchlan township, Pennsylvania |
| 5295. North Middleton township, Pennsylvania | 5327. Somerset township, Pennsylvania | 5358. Uwchlan township, Pennsylvania |
| 5296. North Strabane township, Pennsylvania | 5328. South Fayette township, Pennsylvania | 5359. Warrington township, Pennsylvania |
| 5297. North Union township, Pennsylvania | 5329. South Lebanon township, Pennsylvania | 5360. Warwick township, Pennsylvania |
| 5298. North Whitehall township, Pennsylvania | 5330. South Middleton township, Pennsylvania | 5361. Warwick township, Pennsylvania |
| 5299. Palmer township, Pennsylvania | 5331. South Park township, Pennsylvania | 5362. Washington city, Pennsylvania |
| 5300. Patton township, Pennsylvania | 5332. South Union township, Pennsylvania | 5363. Washington township, Pennsylvania |
| 5301. Penn township, Pennsylvania | 5333. South Whitehall township, Pennsylvania | 5364. Waynesboro borough, Pennsylvania |
| 5302. Penn township, Pennsylvania | 5334. Spring Garden township, Pennsylvania | 5365. West Bradford township, Pennsylvania |
| 5303. Peters township, Pennsylvania | 5335. Spring township, Pennsylvania | 5366. West Chester borough, Pennsylvania |
| 5304. Phoenixville borough, Pennsylvania | 5336. Springettsbury township, Pennsylvania | 5367. West Deer township, Pennsylvania |
| 5305. Pine township, Pennsylvania | 5337. Springfield township, Pennsylvania | 5368. West Goshen township, Pennsylvania |
| 5306. Plum borough, Pennsylvania | 5338. Springfield township, Pennsylvania | 5369. West Hanover township, Pennsylvania |
| 5307. Plumstead township, Pennsylvania | 5339. St. Marys city, Pennsylvania | 5370. West Hempfield township, Pennsylvania |
| 5308. Plymouth township, Pennsylvania | 5340. Stroud township, Pennsylvania | 5371. West Lampeter township, Pennsylvania |
| 5309. Pocono township, Pennsylvania | 5341. Susquehanna township, Pennsylvania | 5372. West Manchester township, Pennsylvania |
| 5310. Potter County, Pennsylvania | 5342. Swatara township, Pennsylvania | 5373. West Mifflin borough, Pennsylvania |
| 5311. Pottstown borough, Pennsylvania | 5343. Towamencin township, Pennsylvania | 5374. West Norriton township, Pennsylvania |
| 5312. Pottsville city, Pennsylvania | 5344. Tredyffrin township, Pennsylvania | 5375. West Whiteland township, Pennsylvania |
| 5313. Rapho township, Pennsylvania | 5345. Unity township, Pennsylvania | 5376. Westtown township, Pennsylvania |
| 5314. Richland township, Pennsylvania | 5346. Upper Allen township, Pennsylvania | 5377. White township, Pennsylvania |
| 5315. Richland township, Pennsylvania | 5347. Upper Chichester township, Pennsylvania | 5378. Whitehall borough, Pennsylvania |
| 5316. Richland township, Pennsylvania | 5348. Upper Dublin township, Pennsylvania | |
| 5317. Robinson township, Pennsylvania | 5349. Upper Gwynedd township, Pennsylvania | |
| 5318. Rostraver township, Pennsylvania | 5350. Upper Macungie township, Pennsylvania | |
| 5319. Salisbury township, Pennsylvania | | |

| | | | | | |
|-------|--------------------------------------|-------|---|-------|---|
| 5379. | Whitehall township, Pennsylvania | 5407. | Gurabo Municipio, Puerto Rico * | 5434. | Añasco Municipio, Puerto Rico |
| 5380. | Whitemarsh township, Pennsylvania | 5408. | Hatillo Municipio, Puerto Rico * | 5435. | Arroyo Municipio, Puerto Rico |
| 5381. | Whitpain township, Pennsylvania | 5409. | Humacao Municipio, Puerto Rico * | 5436. | Barceloneta Municipio, Puerto Rico |
| 5382. | Wilkinsburg borough, Pennsylvania | 5410. | Isabela Municipio, Puerto Rico * | 5437. | Barranquitas Municipio, Puerto Rico |
| 5383. | Williamsport city, Pennsylvania | 5411. | Juana Díaz Municipio, Puerto Rico * | 5438. | Cataño Municipio, Puerto Rico |
| 5384. | Willistown township, Pennsylvania | 5412. | Juncos Municipio, Puerto Rico * | 5439. | Ceiba Municipio, Puerto Rico |
| 5385. | Windsor township, Pennsylvania | 5413. | Las Piedras Municipio, Puerto Rico * | 5440. | Ciales Municipio, Puerto Rico |
| 5386. | Worcester township, Pennsylvania | 5414. | Manatí Municipio, Puerto Rico * | 5441. | Comerio Municipio, Puerto Rico |
| 5387. | Wyoming County, Pennsylvania | 5415. | Mayagüez Municipio, Puerto Rico * | 5442. | Fajardo Municipio, Puerto Rico |
| 5388. | Wyomissing borough, Pennsylvania | 5416. | Moca Municipio, Puerto Rico * | 5443. | Florida Municipio, Puerto Rico |
| 5389. | Yeadon borough, Pennsylvania | 5417. | Morovis Municipio, Puerto Rico * | 5444. | Guánica Municipio, Puerto Rico |
| 5390. | York township, Pennsylvania | 5418. | Ponce Municipio, Puerto Rico * | 5445. | Guayanilla Municipio, Puerto Rico |
| 5391. | Aguada Municipio, Puerto Rico * | 5419. | Río Grande Municipio, Puerto Rico * | 5446. | Hormigueros Municipio, Puerto Rico |
| 5392. | Aguadilla Municipio, Puerto Rico * | 5420. | San Germán Municipio, Puerto Rico * | 5447. | Jayuya Municipio, Puerto Rico |
| 5393. | Arecibo Municipio, Puerto Rico * | 5421. | San Juan Municipio, Puerto Rico * | 5448. | Lajas Municipio, Puerto Rico |
| 5394. | Bayamón Municipio, Puerto Rico * | 5422. | San Lorenzo Municipio, Puerto Rico * | 5449. | Lares Municipio, Puerto Rico |
| 5395. | Cabo Rojo Municipio, Puerto Rico * | 5423. | San Sebastián Municipio, Puerto Rico * | 5450. | Loíza Municipio, Puerto Rico |
| 5396. | Caguas Municipio, Puerto Rico * | 5424. | Toa Alta Municipio, Puerto Rico * | 5451. | Luquillo Municipio, Puerto Rico |
| 5397. | Camuy Municipio, Puerto Rico * | 5425. | Toa Baja Municipio, Puerto Rico * | 5452. | Maunabo Municipio, Puerto Rico |
| 5398. | Canóvanas Municipio, Puerto Rico * | 5426. | Trujillo Alto Municipio, Puerto Rico * | 5453. | Naguabo Municipio, Puerto Rico |
| 5399. | Carolina Municipio, Puerto Rico * | 5427. | Vega Alta Municipio, Puerto Rico * | 5454. | Naranjito Municipio, Puerto Rico |
| 5400. | Cayey Municipio, Puerto Rico * | 5428. | Vega Baja Municipio, Puerto Rico * | 5455. | Orocovis Municipio, Puerto Rico |
| 5401. | Cidra Municipio, Puerto Rico * | 5429. | Yabucoa Municipio, Puerto Rico * | 5456. | Patillas Municipio, Puerto Rico |
| 5402. | Coamo Municipio, Puerto Rico * | 5430. | Yauco Municipio, Puerto Rico * | 5457. | Peñuelas Municipio, Puerto Rico |
| 5403. | Corozal Municipio, Puerto Rico * | 5431. | Adjuntas Municipio, Puerto Rico | 5458. | Quebradillas Municipio, Puerto Rico |
| 5404. | Dorado Municipio, Puerto Rico * | 5432. | Agua Buenas Municipio, Puerto Rico | 5459. | Rincón Municipio, Puerto Rico |
| 5405. | Guayama Municipio, Puerto Rico * | 5433. | Aibonito Municipio, Puerto Rico | 5460. | Sabana Grande Municipio, Puerto Rico |
| 5406. | Guaynabo Municipio, Puerto Rico * | | | 5461. | Salinas Municipio, Puerto Rico |
| | | | | 5462. | Santa Isabel Municipio, Puerto Rico |
| | | | | 5463. | Utua Municipio, Puerto Rico |

| | | | | | |
|-------|---------------------------------------|-------|---|-------|---|
| 5464. | Villalba Municipio, Puerto Rico | 5499. | Berkeley County, South Carolina * | 5527. | Mount Pleasant town, South Carolina * |
| 5465. | Coventry town, Rhode Island * | 5500. | Charleston city, South Carolina * | 5528. | Myrtle Beach city, South Carolina * |
| 5466. | Cranston city, Rhode Island * | 5501. | Charleston County, South Carolina * | 5529. | Newberry County, South Carolina * |
| 5467. | Cumberland town, Rhode Island * | 5502. | Cherokee County, South Carolina * | 5530. | North Charleston city, South Carolina * |
| 5468. | East Providence city, Rhode Island * | 5503. | Chester County, South Carolina * | 5531. | Oconee County, South Carolina * |
| 5469. | North Providence town, Rhode Island * | 5504. | Chesterfield County, South Carolina * | 5532. | Orangeburg County, South Carolina * |
| 5470. | Pawtucket city, Rhode Island * | 5505. | Clarendon County, South Carolina * | 5533. | Pickens County, South Carolina * |
| 5471. | Providence city, Rhode Island * | 5506. | Colleton County, South Carolina * | 5534. | Richland County, South Carolina * |
| 5472. | South Kingstown town, Rhode Island * | 5507. | Columbia city, South Carolina * | 5535. | Rock Hill city, South Carolina * |
| 5473. | Warwick city, Rhode Island * | 5508. | Darlington County, South Carolina * | 5536. | Spartanburg city, South Carolina * |
| 5474. | Woonsocket city, Rhode Island * | 5509. | Dillon County, South Carolina * | 5537. | Spartanburg County, South Carolina * |
| 5475. | Barrington town, Rhode Island | 5510. | Dorchester County, South Carolina * | 5538. | Summerville town, South Carolina * |
| 5476. | Bristol town, Rhode Island | 5511. | Florence city, South Carolina * | 5539. | Sumter city, South Carolina * |
| 5477. | Burrillville town, Rhode Island | 5512. | Florence County, South Carolina * | 5540. | Sumter County, South Carolina * |
| 5478. | Central Falls city, Rhode Island | 5513. | Georgetown County, South Carolina * | 5541. | Williamsburg County, South Carolina * |
| 5479. | East Greenwich town, Rhode Island | 5514. | Goose Creek city, South Carolina * | 5542. | York County, South Carolina * |
| 5480. | Glocester town, Rhode Island | 5515. | Greenville city, South Carolina * | 5543. | Abbeville County, South Carolina |
| 5481. | Johnston town, Rhode Island | 5516. | Greenville County, South Carolina * | 5544. | Anderson city, South Carolina |
| 5482. | Lincoln town, Rhode Island | 5517. | Greenwood County, South Carolina * | 5545. | Bamberg County, South Carolina |
| 5483. | Middletown town, Rhode Island | 5518. | Greer city, South Carolina * | 5546. | Barnwell County, South Carolina |
| 5484. | Narragansett town, Rhode Island | 5519. | Hilton Head Island town, South Carolina * | 5547. | Beaufort city, South Carolina |
| 5485. | Newport city, Rhode Island | 5520. | Horry County, South Carolina * | 5548. | Bluffton town, South Carolina |
| 5486. | North Kingstown town, Rhode Island | 5521. | Jasper County, South Carolina * | 5549. | Calhoun County, South Carolina |
| 5487. | North Smithfield town, Rhode Island | 5522. | Kershaw County, South Carolina * | 5550. | Cayce city, South Carolina |
| 5488. | Portsmouth town, Rhode Island | 5523. | Lancaster County, South Carolina * | 5551. | Clemson city, South Carolina |
| 5489. | Scituate town, Rhode Island | 5524. | Laurens County, South Carolina * | 5552. | Conway city, South Carolina |
| 5490. | Smithfield town, Rhode Island | 5525. | Lexington County, South Carolina * | 5553. | Easley city, South Carolina |
| 5491. | Tiverton town, Rhode Island | 5526. | Marion County, South Carolina * | 5554. | Edgefield County, South Carolina |
| 5492. | Warren town, Rhode Island | | | 5555. | Fairfield County, South Carolina |
| 5493. | West Warwick town, Rhode Island | | | 5556. | Forest Acres city, South Carolina |
| 5494. | Westerly town, Rhode Island | | | 5557. | Fort Mill town, South Carolina |
| 5495. | Aiken city, South Carolina * | | | 5558. | Fountain Inn city, South Carolina |
| 5496. | Aiken County, South Carolina * | | | | |
| 5497. | Anderson County, South Carolina * | | | | |
| 5498. | Beaufort County, South Carolina * | | | | |

| | | | | | |
|-------|---|-------|------------------------------------|-------|---|
| 5559. | Gaffney city, South Carolina | 5594. | Codington County, South Dakota | 5639. | Greene County, Tennessee * |
| 5560. | Greenwood city, South Carolina | 5595. | Davison County, South Dakota | 5640. | Hamblen County, Tennessee * |
| 5561. | Hampton County, South Carolina | 5596. | Hughes County, South Dakota | 5641. | Hamilton County, Tennessee * |
| 5562. | Hanahan city, South Carolina | 5597. | Huron city, South Dakota | 5642. | Hawkins County, Tennessee * |
| 5563. | Irmo town, South Carolina | 5598. | Lake County, South Dakota | 5643. | Hendersonville city, Tennessee * |
| 5564. | James Island town, South Carolina | 5599. | Lawrence County, South Dakota | 5644. | Henry County, Tennessee * |
| 5565. | Lee County, South Carolina | 5600. | Meade County, South Dakota | 5645. | Jackson city, Tennessee * |
| 5566. | Lexington town, South Carolina | 5601. | Mitchell city, South Dakota | 5646. | Jefferson County, Tennessee * |
| 5567. | Marlboro County, South Carolina | 5602. | Oglala Lakota County, South Dakota | 5647. | Johnson City city, Tennessee * |
| 5568. | Mauldin city, South Carolina | 5603. | Pierre city, South Dakota | 5648. | Kingsport city, Tennessee * |
| 5569. | Moncks Corner town, South Carolina | 5604. | Roberts County, South Dakota | 5649. | Knox County, Tennessee * |
| 5570. | Newberry city, South Carolina | 5605. | Spearfish city, South Dakota | 5650. | Knoxville city, Tennessee * |
| 5571. | North Augusta city, South Carolina | 5606. | Todd County, South Dakota | 5651. | La Vergne city, Tennessee * |
| 5572. | North Myrtle Beach city, South Carolina | 5607. | Union County, South Dakota | 5652. | Lawrence County, Tennessee * |
| 5573. | Orangeburg city, South Carolina | 5608. | Vermillion city, South Dakota | 5653. | Lebanon city, Tennessee * |
| 5574. | Port Royal town, South Carolina | 5609. | Watertown city, South Dakota | 5654. | Lincoln County, Tennessee * |
| 5575. | Saluda County, South Carolina | 5610. | Yankton city, South Dakota | 5655. | Loudon County, Tennessee * |
| 5576. | Simpsonville city, South Carolina | 5611. | Yankton County, South Dakota | 5656. | Madison County, Tennessee * |
| 5577. | Tega Cay city, South Carolina | 5612. | Anderson County, Tennessee * | 5657. | Marshall County, Tennessee * |
| 5578. | Union County, South Carolina | 5613. | Bartlett city, Tennessee * | 5658. | Maury County, Tennessee * |
| 5579. | West Columbia city, South Carolina | 5614. | Bedford County, Tennessee * | 5659. | McMinn County, Tennessee * |
| 5580. | Brookings County, South Dakota * | 5615. | Blount County, Tennessee * | 5660. | Memphis city, Tennessee * |
| 5581. | Brown County, South Dakota * | 5616. | Bradley County, Tennessee * | 5661. | Monroe County, Tennessee * |
| 5582. | Lincoln County, South Dakota * | 5617. | Brentwood city, Tennessee * | 5662. | Montgomery County, Tennessee * |
| 5583. | Minnehaha County, South Dakota * | 5618. | Campbell County, Tennessee * | 5663. | Morristown city, Tennessee * |
| 5584. | Pennington County, South Dakota * | 5619. | Carter County, Tennessee * | 5664. | Mount Juliet city, Tennessee * |
| 5585. | Rapid City city, South Dakota * | 5620. | Chattanooga city, Tennessee * | 5665. | Murfreesboro city, Tennessee * |
| 5586. | Sioux Falls city, South Dakota * | 5621. | Cheatham County, Tennessee * | 5666. | Nashville-Davidson metropolitan government, Tennessee * |
| 5587. | Aberdeen city, South Dakota | 5622. | Claiborne County, Tennessee * | 5667. | Obion County, Tennessee * |
| 5588. | Beadle County, South Dakota | 5623. | Clarksville city, Tennessee * | 5668. | Putnam County, Tennessee * |
| 5589. | Box Elder city, South Dakota | 5624. | Cleveland city, Tennessee * | 5669. | Rhea County, Tennessee * |
| 5590. | Brandon city, South Dakota | 5625. | Cocke County, Tennessee * | 5670. | Roane County, Tennessee * |
| 5591. | Brookings city, South Dakota | 5626. | Coffee County, Tennessee * | 5671. | Robertson County, Tennessee * |
| 5592. | Butte County, South Dakota | 5627. | Collierville town, Tennessee * | 5672. | Rutherford County, Tennessee * |
| 5593. | Clay County, South Dakota | 5628. | Columbia city, Tennessee * | 5673. | Sevier County, Tennessee * |
| | | 5629. | Cookeville city, Tennessee * | 5674. | Shelby County, Tennessee * |
| | | 5630. | Cumberland County, Tennessee * | 5675. | Smyrna town, Tennessee * |
| | | 5631. | Dickson County, Tennessee * | 5676. | Spring Hill city, Tennessee * |
| | | 5632. | Dyer County, Tennessee * | 5677. | Sullivan County, Tennessee * |
| | | 5633. | Fayette County, Tennessee * | 5678. | Sumner County, Tennessee * |
| | | 5634. | Franklin city, Tennessee * | 5679. | Tipton County, Tennessee * |
| | | 5635. | Franklin County, Tennessee * | 5680. | Warren County, Tennessee * |
| | | 5636. | Gallatin city, Tennessee * | 5681. | Washington County, Tennessee * |
| | | 5637. | Germantown city, Tennessee * | 5682. | Weakley County, Tennessee * |
| | | 5638. | Gibson County, Tennessee * | 5683. | Williamson County, Tennessee * |

| | | | | | |
|-------|---|-------|-------------------------------|-------|------------------------------|
| 5684. | Wilson County, Tennessee * | 5737. | Paris city, Tennessee | 5792. | Comal County, Texas * |
| 5685. | Arlington town, Tennessee | 5738. | Polk County, Tennessee | 5793. | Conroe city, Texas * |
| 5686. | Athens city, Tennessee | 5739. | Portland city, Tennessee | 5794. | Cooke County, Texas * |
| 5687. | Benton County, Tennessee | 5740. | Red Bank city, Tennessee | 5795. | Coppell city, Texas * |
| 5688. | Bledsoe County, Tennessee | 5741. | Scott County, Tennessee | 5796. | Copperas Cove city, Texas * |
| 5689. | Bristol city, Tennessee | 5742. | Sequatchie County, Tennessee | 5797. | Corpus Christi city, Texas * |
| 5690. | Cannon County, Tennessee | 5743. | Sevierville city, Tennessee | 5798. | Coryell County, Texas * |
| 5691. | Carroll County, Tennessee | 5744. | Shelbyville city, Tennessee | 5799. | Dallas city, Texas * |
| 5692. | Chester County, Tennessee | 5745. | Smith County, Tennessee | 5800. | Dallas County, Texas * |
| 5693. | Clinton city, Tennessee | 5746. | Soddy-Daisy city, Tennessee | 5801. | Deer Park city, Texas * |
| 5694. | Collegedale city, Tennessee | 5747. | Springfield city, Tennessee | 5802. | Del Rio city, Texas * |
| 5695. | Crockett County, Tennessee | 5748. | Stewart County, Tennessee | 5803. | Denton city, Texas * |
| 5696. | Crossville city, Tennessee | 5749. | Tulahoma city, Tennessee | 5804. | Denton County, Texas * |
| 5697. | Decatur County, Tennessee | 5750. | Unicoi County, Tennessee | 5805. | DeSoto city, Texas * |
| 5698. | DeKalb County, Tennessee | 5751. | Union City city, Tennessee | 5806. | Duncanville city, Texas * |
| 5699. | Dickson city, Tennessee | 5752. | Union County, Tennessee | 5807. | Ector County, Texas * |
| 5700. | Dyersburg city, Tennessee | 5753. | Wayne County, Tennessee | 5808. | Edinburg city, Texas * |
| 5701. | East Ridge city, Tennessee | 5754. | White County, Tennessee | 5809. | El Paso city, Texas * |
| 5702. | Elizabethton city, Tennessee | 5755. | White House city, Tennessee | 5810. | El Paso County, Texas * |
| 5703. | Farragut town, Tennessee | 5756. | Abilene city, Texas * | 5811. | Ellis County, Texas * |
| 5704. | Fentress County, Tennessee | 5757. | Allen city, Texas * | 5812. | Erath County, Texas * |
| 5705. | Giles County, Tennessee | 5758. | Amarillo city, Texas * | 5813. | Eules city, Texas * |
| 5706. | Goodlettsville city, Tennessee | 5759. | Anderson County, Texas * | 5814. | Fannin County, Texas * |
| 5707. | Grainger County, Tennessee | 5760. | Angelina County, Texas * | 5815. | Farmers Branch city, Texas * |
| 5708. | Greeneville town, Tennessee | 5761. | Arlington city, Texas * | 5816. | Flower Mound town, Texas * |
| 5709. | Grundy County, Tennessee | 5762. | Atascosa County, Texas * | 5817. | Fort Bend County, Texas * |
| 5710. | Hardeman County, Tennessee | 5763. | Austin city, Texas * | 5818. | Fort Worth city, Texas * |
| 5711. | Hardin County, Tennessee | 5764. | Austin County, Texas * | 5819. | Friendswood city, Texas * |
| 5712. | Hartsville/Trousdale County, Tennessee | 5765. | Bastrop County, Texas * | 5820. | Frisco city, Texas * |
| 5713. | Haywood County, Tennessee | 5766. | Baytown city, Texas * | 5821. | Galveston city, Texas * |
| 5714. | Henderson County, Tennessee | 5767. | Beaumont city, Texas * | 5822. | Galveston County, Texas * |
| 5715. | Hickman County, Tennessee | 5768. | Bedford city, Texas * | 5823. | Garland city, Texas * |
| 5716. | Humphreys County, Tennessee | 5769. | Bee County, Texas * | 5824. | Georgetown city, Texas * |
| 5717. | Jackson County, Tennessee | 5770. | Bell County, Texas * | 5825. | Grand Prairie city, Texas * |
| 5718. | Johnson County, Tennessee | 5771. | Bexar County, Texas * | 5826. | Grapevine city, Texas * |
| 5719. | Lakeland city, Tennessee | 5772. | Bowie County, Texas * | 5827. | Grayson County, Texas * |
| 5720. | Lauderdale County, Tennessee | 5773. | Brazoria County, Texas * | 5828. | Gregg County, Texas * |
| 5721. | Lawrenceburg city, Tennessee | 5774. | Brazos County, Texas * | 5829. | Guadalupe County, Texas * |
| 5722. | Lewis County, Tennessee | 5775. | Brown County, Texas * | 5830. | Hale County, Texas * |
| 5723. | Lewisburg city, Tennessee | 5776. | Brownsville city, Texas * | 5831. | Haltom City city, Texas * |
| 5724. | Macon County, Tennessee | 5777. | Bryan city, Texas * | 5832. | Hardin County, Texas * |
| 5725. | Manchester city, Tennessee | 5778. | Burleson city, Texas * | 5833. | Harker Heights city, Texas * |
| 5726. | Marion County, Tennessee | 5779. | Burnet County, Texas * | 5834. | Harlingen city, Texas * |
| 5727. | Martin city, Tennessee | 5780. | Caldwell County, Texas * | 5835. | Harris County, Texas * |
| 5728. | Maryville city, Tennessee | 5781. | Cameron County, Texas * | 5836. | Harrison County, Texas * |
| 5729. | McMinnville city, Tennessee | 5782. | Carrollton city, Texas * | 5837. | Hays County, Texas * |
| 5730. | McNairy County, Tennessee | 5783. | Cass County, Texas * | 5838. | Henderson County, Texas * |
| 5731. | Meigs County, Tennessee | 5784. | Cedar Hill city, Texas * | 5839. | Hidalgo County, Texas * |
| 5732. | Millington city, Tennessee | 5785. | Cedar Park city, Texas * | 5840. | Hill County, Texas * |
| 5733. | Morgan County, Tennessee | 5786. | Chambers County, Texas * | 5841. | Hood County, Texas * |
| 5734. | Nolensville town, Tennessee | 5787. | Cherokee County, Texas * | 5842. | Hopkins County, Texas * |
| 5735. | Oak Ridge city, Tennessee | 5788. | Cibolo city, Texas * | 5843. | Houston city, Texas * |
| 5736. | Overton County, Tennessee | 5789. | Cleburne city, Texas * | 5844. | Howard County, Texas * |
| | | 5790. | College Station city, Texas * | 5845. | Hunt County, Texas * |
| | | 5791. | Collin County, Texas * | 5846. | Huntsville city, Texas * |

| | | | | | |
|-------|---------------------------------------|-------|------------------------------|-------|---------------------------|
| 5847. | Hurst city, Texas * | 5901. | Polk County, Texas * | 5956. | Alamo city, Texas |
| 5848. | Irving city, Texas * | 5902. | Port Arthur city, Texas * | 5957. | Alice city, Texas |
| 5849. | Jasper County, Texas * | 5903. | Potter County, Texas * | 5958. | Alton city, Texas |
| 5850. | Jefferson County, Texas * | 5904. | Randall County, Texas * | 5959. | Alvin city, Texas |
| 5851. | Jim Wells County, Texas * | 5905. | Richardson city, Texas * | 5960. | Andrews city, Texas |
| 5852. | Johnson County, Texas * | 5906. | Rockwall city, Texas * | 5961. | Andrews County, Texas |
| 5853. | Kaufman County, Texas * | 5907. | Rockwall County, Texas * | 5962. | Angleton city, Texas |
| 5854. | Keller city, Texas * | 5908. | Rosenberg city, Texas * | 5963. | Anna city, Texas |
| 5855. | Kendall County, Texas * | 5909. | Round Rock city, Texas * | 5964. | Aranzas County, Texas |
| 5856. | Kerr County, Texas * | 5910. | Rowlett city, Texas * | 5965. | Athens city, Texas |
| 5857. | Killeen city, Texas * | 5911. | Rusk County, Texas * | 5966. | Azle city, Texas |
| 5858. | Kleberg County, Texas * | 5912. | San Angelo city, Texas * | 5967. | Balch Springs city, Texas |
| 5859. | Kyle city, Texas * | 5913. | San Antonio city, Texas * | 5968. | Bandera County, Texas |
| 5860. | La Porte city, Texas * | 5914. | San Juan city, Texas * | 5969. | Bay City city, Texas |
| 5861. | Lamar County, Texas * | 5915. | San Marcos city, Texas * | 5970. | Beeville city, Texas |
| 5862. | Lancaster city, Texas * | 5916. | San Patricio County, Texas * | 5971. | Bellaire city, Texas |
| 5863. | Laredo city, Texas * | 5917. | Schertz city, Texas * | 5972. | Bellmead city, Texas |
| 5864. | League City city, Texas * | 5918. | Sherman city, Texas * | 5973. | Belton city, Texas |
| 5865. | Leander city, Texas * | 5919. | Smith County, Texas * | 5974. | Benbrook city, Texas |
| 5866. | Lewisville city, Texas * | 5920. | Socorro city, Texas * | 5975. | Big Spring city, Texas |
| 5867. | Liberty County, Texas * | 5921. | Southlake city, Texas * | 5976. | Blanco County, Texas |
| 5868. | Little Elm city, Texas * | 5922. | Starr County, Texas * | 5977. | Boerne city, Texas |
| 5869. | Longview city, Texas * | 5923. | Sugar Land city, Texas * | 5978. | Bonham city, Texas |
| 5870. | Lubbock city, Texas * | 5924. | Tarrant County, Texas * | 5979. | Borger city, Texas |
| 5871. | Lubbock County, Texas * | 5925. | Taylor County, Texas * | 5980. | Bosque County, Texas |
| 5872. | Lufkin city, Texas * | 5926. | Temple city, Texas * | 5981. | Brenham city, Texas |
| 5873. | Mansfield city, Texas * | 5927. | Texarkana city, Texas * | 5982. | Brownwood city, Texas |
| 5874. | Matagorda County, Texas * | 5928. | Texas City city, Texas * | 5983. | Buda city, Texas |
| 5875. | Maverick County, Texas * | 5929. | The Colony city, Texas * | 5984. | Burkburnett city, Texas |
| 5876. | McAllen city, Texas * | 5930. | Titus County, Texas * | 5985. | Burleson County, Texas |
| 5877. | McKinney city, Texas * | 5931. | Tom Green County, Texas * | 5986. | Calhoun County, Texas |
| 5878. | McLennan County, Texas * | 5932. | Travis County, Texas * | 5987. | Callahan County, Texas |
| 5879. | Medina County, Texas * | 5933. | Tyler city, Texas * | 5988. | Camp County, Texas |
| 5880. | Mesquite city, Texas * | 5934. | Upshur County, Texas * | 5989. | Canyon city, Texas |
| 5881. | Midland city, Texas * | 5935. | Val Verde County, Texas * | 5990. | Celina city, Texas |
| 5882. | Midland County, Texas * | 5936. | Van Zandt County, Texas * | 5991. | Clay County, Texas |
| 5883. | Midlothian city, Texas * | 5937. | Victoria city, Texas * | 5992. | Clute city, Texas |
| 5884. | Mission city, Texas * | 5938. | Victoria County, Texas * | 5993. | Colleyville city, Texas |
| 5885. | Missouri City city, Texas * | 5939. | Waco city, Texas * | 5994. | Colorado County, Texas |
| 5886. | Montgomery County, Texas * | 5940. | Walker County, Texas * | 5995. | Comanche County, Texas |
| 5887. | Nacogdoches city, Texas * | 5941. | Waller County, Texas * | 5996. | Converse city, Texas |
| 5888. | Nacogdoches County, Texas * | 5942. | Washington County, Texas * | 5997. | Corinth city, Texas |
| 5889. | Navarro County, Texas * | 5943. | Waxahachie city, Texas * | 5998. | Corsicana city, Texas |
| 5890. | New Braunfels city, Texas * | 5944. | Weatherford city, Texas * | 5999. | Crowley city, Texas |
| 5891. | North Richland Hills city, Texas * | 5945. | Webb County, Texas * | 6000. | Dawson County, Texas |
| 5892. | Nueces County, Texas * | 5946. | Weslaco city, Texas * | 6001. | Deaf Smith County, Texas |
| 5893. | Odessa city, Texas * | 5947. | Wharton County, Texas * | 6002. | Denison city, Texas |
| 5894. | Orange County, Texas * | 5948. | Wichita County, Texas * | 6003. | DeWitt County, Texas |
| 5895. | Parker County, Texas * | 5949. | Wichita Falls city, Texas * | 6004. | Dickinson city, Texas |
| 5896. | Pasadena city, Texas * | 5950. | Williamson County, Texas * | 6005. | Dimmit County, Texas |
| 5897. | Pearland city, Texas * | 5951. | Wilson County, Texas * | 6006. | Donna city, Texas |
| 5898. | Pflugerville city, Texas * | 5952. | Wise County, Texas * | 6007. | Dumas city, Texas |
| 5899. | Pharr city, Texas * | 5953. | Wood County, Texas * | 6008. | Duval County, Texas |
| 5900. | Plano city, Texas * | 5954. | Wylie city, Texas * | 6009. | Eagle Pass city, Texas |
| | | 5955. | Addison town, Texas | 6010. | Eastland County, Texas |

| | | |
|------------------------------------|-----------------------------------|---|
| 6011. El Campo city, Texas | 6066. Leon County, Texas | 6121. Sabine County, Texas |
| 6012. Elgin city, Texas | 6067. Leon Valley city, Texas | 6122. Sachse city, Texas |
| 6013. Ennis city, Texas | 6068. Levelland city, Texas | 6123. Saginaw city, Texas |
| 6014. Fair Oaks Ranch city, Texas | 6069. Limestone County, Texas | 6124. San Benito city, Texas |
| 6015. Falls County, Texas | 6070. Live Oak city, Texas | 6125. San Jacinto County, Texas |
| 6016. Fate city, Texas | 6071. Live Oak County, Texas | 6126. Santa Fe city, Texas |
| 6017. Fayette County, Texas | 6072. Llano County, Texas | 6127. Scurry County, Texas |
| 6018. Forest Hill city, Texas | 6073. Lockhart city, Texas | 6128. Seabrook city, Texas |
| 6019. Forney city, Texas | 6074. Lumberton city, Texas | 6129. Seagoville city, Texas |
| 6020. Franklin County, Texas | 6075. Madison County, Texas | 6130. Seguin city, Texas |
| 6021. Fredericksburg city, Texas | 6076. Manor city, Texas | 6131. Selma city, Texas |
| 6022. Freeport city, Texas | 6077. Manvel city, Texas | 6132. Shelby County, Texas |
| 6023. Freestone County, Texas | 6078. Marshall city, Texas | 6133. Snyder city, Texas |
| 6024. Frio County, Texas | 6079. Melissa city, Texas | 6134. South Houston city, Texas |
| 6025. Fulshear city, Texas | 6080. Mercedes city, Texas | 6135. Stafford city, Texas |
| 6026. Gaines County, Texas | 6081. Milam County, Texas | 6136. Stephenville city, Texas |
| 6027. Gainesville city, Texas | 6082. Mineral Wells city, Texas | 6137. Sulphur Springs city, Texas |
| 6028. Galena Park city, Texas | 6083. Montague County, Texas | 6138. Sweetwater city, Texas |
| 6029. Gatesville city, Texas | 6084. Moore County, Texas | 6139. Taylor city, Texas |
| 6030. Gillespie County, Texas | 6085. Morris County, Texas | 6140. Terrell city, Texas |
| 6031. Glenn Heights city, Texas | 6086. Mount Pleasant city, Texas | 6141. Terry County, Texas |
| 6032. Gonzales County, Texas | 6087. Murphy city, Texas | 6142. Tomball city, Texas |
| 6033. Granbury city, Texas | 6088. Nederland city, Texas | 6143. Trinity County, Texas |
| 6034. Gray County, Texas | 6089. Newton County, Texas | 6144. Trophy Club town, Texas |
| 6035. Greenville city, Texas | 6090. Nolan County, Texas | 6145. Tyler County, Texas |
| 6036. Grimes County, Texas | 6091. Orange city, Texas | 6146. Universal City city, Texas |
| 6037. Groves city, Texas | 6092. Palestine city, Texas | 6147. University Park city, Texas |
| 6038. Henderson city, Texas | 6093. Palo Pinto County, Texas | 6148. Uvalde city, Texas |
| 6039. Hereford city, Texas | 6094. Pampa city, Texas | 6149. Uvalde County, Texas |
| 6040. Hewitt city, Texas | 6095. Panola County, Texas | 6150. Vernon city, Texas |
| 6041. Hidalgo city, Texas | 6096. Paris city, Texas | 6151. Vidor city, Texas |
| 6042. Highland Village city, Texas | 6097. Pearsall city, Texas | 6152. Ward County, Texas |
| 6043. Hockley County, Texas | 6098. Pecos city, Texas | 6153. Watauga city, Texas |
| 6044. Horizon City city, Texas | 6099. Pecos County, Texas | 6154. Webster city, Texas |
| 6045. Houston County, Texas | 6100. Plainview city, Texas | 6155. West University Place city, Texas |
| 6046. Humble city, Texas | 6101. Pleasanton city, Texas | |
| 6047. Hutchinson County, Texas | 6102. Port Lavaca city, Texas | 6156. White Settlement city, Texas |
| 6048. Hutto city, Texas | 6103. Port Neches city, Texas | 6157. Wilbarger County, Texas |
| 6049. Ingleside city, Texas | 6104. Portland city, Texas | 6158. Willacy County, Texas |
| 6050. Jacinto City city, Texas | 6105. Princeton city, Texas | 6159. Young County, Texas |
| 6051. Jackson County, Texas | 6106. Prosper town, Texas | 6160. Zapata County, Texas |
| 6052. Jacksonville city, Texas | 6107. Rains County, Texas | 6161. Zavala County, Texas |
| 6053. Jones County, Texas | 6108. Raymondville city, Texas | 6162. American Fork city, Utah * |
| 6054. Karnes County, Texas | 6109. Red Oak city, Texas | 6163. Bountiful city, Utah * |
| 6055. Katy city, Texas | 6110. Red River County, Texas | 6164. Box Elder County, Utah * |
| 6056. Kerrville city, Texas | 6111. Reeves County, Texas | 6165. Cache County, Utah * |
| 6057. Kilgore city, Texas | 6112. Richmond city, Texas | 6166. Cedar City city, Utah * |
| 6058. Kingsville city, Texas | 6113. Rio Grande City city, Texas | 6167. Clearfield city, Utah * |
| 6059. La Marque city, Texas | 6114. Robertson County, Texas | 6168. Cottonwood Heights city, Utah * |
| 6060. Lake Jackson city, Texas | 6115. Robinson city, Texas | |
| 6061. Lakeway city, Texas | 6116. Robstown city, Texas | 6169. Davis County, Utah * |
| 6062. Lamb County, Texas | 6117. Rockport city, Texas | 6170. Draper city, Utah * |
| 6063. Lampasas County, Texas | 6118. Roma city, Texas | 6171. Eagle Mountain city, Utah * |
| 6064. Lavaca County, Texas | 6119. Royse City city, Texas | 6172. Herriman city, Utah * |
| 6065. Lee County, Texas | 6120. Runnels County, Texas | 6173. Holladay city, Utah * |

| | | | | | |
|-------|-------------------------------|-------|---------------------------------|-------|-----------------------------------|
| 6174. | Iron County, Utah * | 6228. | Millard County, Utah | 6279. | Caroline County, Virginia * |
| 6175. | Kaysville city, Utah * | 6229. | Morgan County, Utah | 6280. | Charlottesville city, Virginia * |
| 6176. | Kearns metro township, Utah * | 6230. | North Logan city, Utah | 6281. | Chesapeake city, Virginia * |
| 6177. | Layton city, Utah * | 6231. | North Ogden city, Utah | 6282. | Chesterfield County, Virginia * |
| 6178. | Lehi city, Utah * | 6232. | North Salt Lake city, Utah | 6283. | Culpeper County, Virginia * |
| 6179. | Logan city, Utah * | 6233. | Payson city, Utah | 6284. | Danville city, Virginia * |
| 6180. | Midvale city, Utah * | 6234. | Pleasant View city, Utah | 6285. | Fairfax County, Virginia * |
| 6181. | Millcreek city, Utah * | 6235. | San Juan County, Utah | 6286. | Fauquier County, Virginia * |
| 6182. | Murray city, Utah * | 6236. | Santaquin city, Utah | 6287. | Franklin County, Virginia * |
| 6183. | Ogden city, Utah * | 6237. | Sevier County, Utah | 6288. | Frederick County, Virginia * |
| 6184. | Orem city, Utah * | 6238. | Smithfield city, Utah | 6289. | Gloucester County, Virginia * |
| 6185. | Pleasant Grove city, Utah * | 6239. | South Ogden city, Utah | 6290. | Halifax County, Virginia * |
| 6186. | Provo city, Utah * | 6240. | South Salt Lake city, Utah | 6291. | Hampton city, Virginia * |
| 6187. | Riverton city, Utah * | 6241. | Vernal city, Utah | 6292. | Hanover County, Virginia * |
| 6188. | Roy city, Utah * | 6242. | Vineyard town, Utah | 6293. | Harrisonburg city, Virginia * |
| 6189. | Salt Lake City city, Utah * | 6243. | Washington city, Utah | 6294. | Henrico County, Virginia * |
| 6190. | Salt Lake County, Utah * | 6244. | West Haven city, Utah | 6295. | Henry County, Virginia * |
| 6191. | Sandy city, Utah * | 6245. | West Point city, Utah | 6296. | Isle of Wight County, Virginia * |
| 6192. | Sanpete County, Utah * | 6246. | Woods Cross city, Utah | 6297. | James City County, Virginia * |
| 6193. | Saratoga Springs city, Utah * | 6247. | Addison County, Vermont * | 6298. | Leesburg town, Virginia * |
| 6194. | South Jordan city, Utah * | 6248. | Bennington County, Vermont * | 6299. | Loudoun County, Virginia * |
| 6195. | Spanish Fork city, Utah * | 6249. | Burlington city, Vermont * | 6300. | Louisa County, Virginia * |
| 6196. | Springville city, Utah * | 6250. | Chittenden County, Vermont * | 6301. | Lynchburg city, Virginia * |
| 6197. | St. George city, Utah * | 6251. | Franklin County, Vermont * | 6302. | Manassas city, Virginia * |
| 6198. | Summit County, Utah * | 6252. | Rutland County, Vermont * | 6303. | Mecklenburg County, Virginia * |
| 6199. | Syracuse city, Utah * | 6253. | Washington County, Vermont * | 6304. | Montgomery County, Virginia * |
| 6200. | Taylorsville city, Utah * | 6254. | Windham County, Vermont * | 6305. | Newport News city, Virginia * |
| 6201. | Tooele city, Utah * | 6255. | Windsor County, Vermont * | 6306. | Norfolk city, Virginia * |
| 6202. | Tooele County, Utah * | 6256. | Bennington town, Vermont | 6307. | Orange County, Virginia * |
| 6203. | Uintah County, Utah * | 6257. | Brattleboro town, Vermont | 6308. | Petersburg city, Virginia * |
| 6204. | Utah County, Utah * | 6258. | Caledonia County, Vermont | 6309. | Pittsylvania County, Virginia * |
| 6205. | Wasatch County, Utah * | 6259. | Colchester town, Vermont | 6310. | Portsmouth city, Virginia * |
| 6206. | Washington County, Utah * | 6260. | Essex Junction village, Vermont | 6311. | Prince George County, Virginia * |
| 6207. | Weber County, Utah * | 6261. | Essex town, Vermont | 6312. | Prince William County, Virginia * |
| 6208. | West Jordan city, Utah * | 6262. | Lamoille County, Vermont | 6313. | Pulaski County, Virginia * |
| 6209. | West Valley City city, Utah * | 6263. | Milton town, Vermont | 6314. | Richmond city, Virginia * |
| 6210. | Alpine city, Utah | 6264. | Orange County, Vermont | 6315. | Roanoke city, Virginia * |
| 6211. | Bluffdale city, Utah | 6265. | Orleans County, Vermont | 6316. | Roanoke County, Virginia * |
| 6212. | Brigham City city, Utah | 6266. | Rutland city, Vermont | 6317. | Rockingham County, Virginia * |
| 6213. | Carbon County, Utah | 6267. | South Burlington city, Vermont | 6318. | Shenandoah County, Virginia * |
| 6214. | Cedar Hills city, Utah | 6268. | Williston town, Vermont | 6319. | Smyth County, Virginia * |
| 6215. | Centerville city, Utah | 6269. | Accomack County, Virginia * | 6320. | Spotsylvania County, Virginia * |
| 6216. | Clinton city, Utah | 6270. | Albemarle County, Virginia * | 6321. | Stafford County, Virginia * |
| 6217. | Duchesne County, Utah | 6271. | Alexandria city, Virginia * | 6322. | Suffolk city, Virginia * |
| 6218. | Emery County, Utah | 6272. | Amherst County, Virginia * | 6323. | Tazewell County, Virginia * |
| 6219. | Farmington city, Utah | 6273. | Arlington County, Virginia * | | |
| 6220. | Grantsville city, Utah | 6274. | Augusta County, Virginia * | | |
| 6221. | Heber city, Utah | 6275. | Bedford County, Virginia * | | |
| 6222. | Highland city, Utah | 6276. | Blacksburg town, Virginia * | | |
| 6223. | Hurricane city, Utah | 6277. | Botetourt County, Virginia * | | |
| 6224. | Juab County, Utah | 6278. | Campbell County, Virginia * | | |
| 6225. | Lindon city, Utah | | | | |
| 6226. | Magna metro township, Utah | | | | |
| 6227. | Mapleton city, Utah | | | | |

| | | |
|---------------------------------------|---|---|
| 6324. Virginia Beach city, Virginia * | 6376. Prince Edward County, Virginia | 6422. Lake Stevens city, Washington * |
| 6325. Warren County, Virginia * | 6377. Purcellville town, Virginia | 6423. Lakewood city, Washington * |
| 6326. Washington County, Virginia * | 6378. Radford city, Virginia | 6424. Lewis County, Washington * |
| 6327. Wise County, Virginia * | 6379. Rockbridge County, Virginia | 6425. Longview city, Washington * |
| 6328. York County, Virginia * | 6380. Russell County, Virginia | 6426. Lynnwood city, Washington * |
| 6329. Alleghany County, Virginia | 6381. Salem city, Virginia | 6427. Marysville city, Washington * |
| 6330. Amelia County, Virginia | 6382. Scott County, Virginia | 6428. Mason County, Washington * |
| 6331. Appomattox County, Virginia | 6383. Southampton County, Virginia | 6429. Mount Vernon city, Washington * |
| 6332. Bristol city, Virginia | 6384. Staunton city, Virginia | 6430. Okanogan County, Washington * |
| 6333. Brunswick County, Virginia | 6385. Sussex County, Virginia | 6431. Olympia city, Washington * |
| 6334. Buchanan County, Virginia | 6386. Vienna town, Virginia | 6432. Pasco city, Washington * |
| 6335. Buckingham County, Virginia | 6387. Warrenton town, Virginia | 6433. Pierce County, Washington * |
| 6336. Carroll County, Virginia | 6388. Waynesboro city, Virginia | 6434. Pullman city, Washington * |
| 6337. Charlotte County, Virginia | 6389. Westmoreland County, Virginia | 6435. Puyallup city, Washington * |
| 6338. Christiansburg town, Virginia | 6390. Williamsburg city, Virginia | 6436. Redmond city, Washington * |
| 6339. Clarke County, Virginia | 6391. Winchester city, Virginia | 6437. Renton city, Washington * |
| 6340. Colonial Heights city, Virginia | 6392. Wythe County, Virginia | 6438. Richland city, Washington * |
| 6341. Culpeper town, Virginia | 6393. Auburn city, Washington * | 6439. Sammamish city, Washington * |
| 6342. Dickenson County, Virginia | 6394. Bellevue city, Washington * | 6440. Seattle city, Washington * |
| 6343. Dinwiddie County, Virginia | 6395. Bellingham city, Washington * | 6441. Shoreline city, Washington * |
| 6344. Essex County, Virginia | 6396. Benton County, Washington * | 6442. Skagit County, Washington * |
| 6345. Fairfax city, Virginia | 6397. Bothell city, Washington * | 6443. Snohomish County, Washington * |
| 6346. Falls Church city, Virginia | 6398. Bremerton city, Washington * | 6444. Spokane city, Washington * |
| 6347. Floyd County, Virginia | 6399. Burien city, Washington * | 6445. Spokane County, Washington * |
| 6348. Fluvanna County, Virginia | 6400. Chelan County, Washington * | 6446. Spokane Valley city, Washington * |
| 6349. Fredericksburg city, Virginia | 6401. Clallam County, Washington * | 6447. Stevens County, Washington * |
| 6350. Front Royal town, Virginia | 6402. Clark County, Washington * | 6448. Tacoma city, Washington * |
| 6351. Giles County, Virginia | 6403. Cowlitz County, Washington * | 6449. Thurston County, Washington * |
| 6352. Goochland County, Virginia | 6404. Des Moines city, Washington * | 6450. University Place city, Washington * |
| 6353. Grayson County, Virginia | 6405. Douglas County, Washington * | 6451. Vancouver city, Washington * |
| 6354. Greene County, Virginia | 6406. Edmonds city, Washington * | 6452. Walla Walla city, Washington * |
| 6355. Greensville County, Virginia | 6407. Everett city, Washington * | 6453. Walla Walla County, Washington * |
| 6356. Herndon town, Virginia | 6408. Federal Way city, Washington * | 6454. Wenatchee city, Washington * |
| 6357. Hopewell city, Virginia | 6409. Franklin County, Washington * | 6455. Whatcom County, Washington * |
| 6358. King George County, Virginia | 6410. Grant County, Washington * | 6456. Whitman County, Washington * |
| 6359. King William County, Virginia | 6411. Grays Harbor County, Washington * | 6457. Yakima city, Washington * |
| 6360. Lancaster County, Virginia | 6412. Island County, Washington * | 6458. Yakima County, Washington * |
| 6361. Lee County, Virginia | 6413. Issaquah city, Washington * | 6459. Aberdeen city, Washington |
| 6362. Lunenburg County, Virginia | 6414. Jefferson County, Washington * | 6460. Adams County, Washington |
| 6363. Madison County, Virginia | 6415. Kennewick city, Washington * | 6461. Anacortes city, Washington |
| 6364. Manassas Park city, Virginia | 6416. Kent city, Washington * | 6462. Arlington city, Washington |
| 6365. Martinsville city, Virginia | 6417. King County, Washington * | 6463. Asotin County, Washington |
| 6366. Middlesex County, Virginia | 6418. Kirkland city, Washington * | |
| 6367. Nelson County, Virginia | 6419. Kitsap County, Washington * | |
| 6368. New Kent County, Virginia | 6420. Kittitas County, Washington * | |
| 6369. Northampton County, Virginia | 6421. Lacey city, Washington * | |
| 6370. Northumberland County, Virginia | | |
| 6371. Nottoway County, Virginia | | |
| 6372. Page County, Virginia | | |
| 6373. Patrick County, Virginia | | |
| 6374. Poquoson city, Virginia | | |
| 6375. Powhatan County, Virginia | | |

| | | |
|--|--|--------------------------------------|
| 6464. Bainbridge Island city, Washington | 6510. Tumwater city, Washington | 6554. Oconto County, Wisconsin * |
| 6465. Battle Ground city, Washington | 6511. Washougal city, Washington | 6555. Oneida County, Wisconsin * |
| 6466. Bonney Lake city, Washington | 6512. West Richland city, Washington | 6556. Oshkosh city, Wisconsin * |
| 6467. Camas city, Washington | 6513. Woodinville city, Washington | 6557. Outagamie County, Wisconsin * |
| 6468. Centralia city, Washington | 6514. Appleton city, Wisconsin * | 6558. Ozaukee County, Wisconsin * |
| 6469. Cheney city, Washington | 6515. Barron County, Wisconsin * | 6559. Pierce County, Wisconsin * |
| 6470. Covington city, Washington | 6516. Beloit city, Wisconsin * | 6560. Polk County, Wisconsin * |
| 6471. East Wenatchee city, Washington | 6517. Brookfield city, Wisconsin * | 6561. Portage County, Wisconsin * |
| 6472. Edgewood city, Washington | 6518. Brown County, Wisconsin * | 6562. Racine city, Wisconsin * |
| 6473. Ellensburg city, Washington | 6519. Calumet County, Wisconsin * | 6563. Racine County, Wisconsin * |
| 6474. Enumclaw city, Washington | 6520. Chippewa County, Wisconsin * | 6564. Rock County, Wisconsin * |
| 6475. Ferndale city, Washington | 6521. Clark County, Wisconsin * | 6565. Sauk County, Wisconsin * |
| 6476. Fife city, Washington | 6522. Columbia County, Wisconsin * | 6566. Shawano County, Wisconsin * |
| 6477. Gig Harbor city, Washington | 6523. Dane County, Wisconsin * | 6567. Sheboygan city, Wisconsin * |
| 6478. Grandview city, Washington | 6524. Dodge County, Wisconsin * | 6568. Sheboygan County, Wisconsin * |
| 6479. Kelso city, Washington | 6525. Douglas County, Wisconsin * | 6569. St. Croix County, Wisconsin * |
| 6480. Kenmore city, Washington | 6526. Dunn County, Wisconsin * | 6570. Sun Prairie city, Wisconsin * |
| 6481. Klickitat County, Washington | 6527. Eau Claire city, Wisconsin * | 6571. Vernon County, Wisconsin * |
| 6482. Lake Forest Park city, Washington | 6528. Eau Claire County, Wisconsin * | 6572. Walworth County, Wisconsin * |
| 6483. Liberty Lake city, Washington | 6529. Fitchburg city, Wisconsin * | 6573. Washington County, Wisconsin * |
| 6484. Lincoln County, Washington | 6530. Fond du Lac city, Wisconsin * | 6574. Waukesha city, Wisconsin * |
| 6485. Lynden city, Washington | 6531. Fond du Lac County, Wisconsin * | 6575. Waukesha County, Wisconsin * |
| 6486. Maple Valley city, Washington | 6532. Franklin city, Wisconsin * | 6576. Waupaca County, Wisconsin * |
| 6487. Mercer Island city, Washington | 6533. Grant County, Wisconsin * | 6577. Wausau city, Wisconsin * |
| 6488. Mill Creek city, Washington | 6534. Green Bay city, Wisconsin * | 6578. Wauwatosa city, Wisconsin * |
| 6489. Monroe city, Washington | 6535. Green County, Wisconsin * | 6579. West Allis city, Wisconsin * |
| 6490. Moses Lake city, Washington | 6536. Greenfield city, Wisconsin * | 6580. West Bend city, Wisconsin * |
| 6491. Mountlake Terrace city, Washington | 6537. Janesville city, Wisconsin * | 6581. Winnebago County, Wisconsin * |
| 6492. Mukilteo city, Washington | 6538. Jefferson County, Wisconsin * | 6582. Wood County, Wisconsin * |
| 6493. Newcastle city, Washington | 6539. Kenosha city, Wisconsin * | 6583. Adams County, Wisconsin |
| 6494. Oak Harbor city, Washington | 6540. Kenosha County, Wisconsin * | 6584. Allouez village, Wisconsin |
| 6495. Pacific County, Washington | 6541. La Crosse city, Wisconsin * | 6585. Ashland County, Wisconsin |
| 6496. Pend Oreille County, Washington | 6542. La Crosse County, Wisconsin * | 6586. Ashwaubenon village, Wisconsin |
| 6497. Port Angeles city, Washington | 6543. Madison city, Wisconsin * | 6587. Baraboo city, Wisconsin |
| 6498. Port Orchard city, Washington | 6544. Manitowoc city, Wisconsin * | 6588. Bayfield County, Wisconsin |
| 6499. Poulsbo city, Washington | 6545. Manitowoc County, Wisconsin * | 6589. Beaver Dam city, Wisconsin |
| 6500. San Juan County, Washington | 6546. Marathon County, Wisconsin * | 6590. Bellevue village, Wisconsin |
| 6501. SeaTac city, Washington | 6547. Marinette County, Wisconsin * | 6591. Brown Deer village, Wisconsin |
| 6502. Sedro-Woolley city, Washington | 6548. Menomonee Falls village, Wisconsin * | 6592. Buffalo County, Wisconsin |
| 6503. Shelton city, Washington | 6549. Milwaukee city, Wisconsin * | 6593. Burlington city, Wisconsin |
| 6504. Skamania County, Washington | 6550. Milwaukee County, Wisconsin * | 6594. Burnett County, Wisconsin |
| 6505. Snohomish city, Washington | 6551. Monroe County, Wisconsin * | 6595. Caledonia village, Wisconsin |
| 6506. Snoqualmie city, Washington | 6552. New Berlin city, Wisconsin * | 6596. Cedarburg city, Wisconsin |
| 6507. Sumner city, Washington | 6553. Oak Creek city, Wisconsin * | 6597. Chippewa Falls city, Wisconsin |
| 6508. Sunnyside city, Washington | | 6598. Crawford County, Wisconsin |
| 6509. Tukwila city, Washington | | 6599. Cudahy city, Wisconsin |

| | | |
|--|---|----------------------------------|
| 6600. De Pere city, Wisconsin | 6648. Portage city, Wisconsin | 6697. Riverton city, Wyoming |
| 6601. DeForest village, Wisconsin | 6649. Price County, Wisconsin | 6698. Rock Springs city, Wyoming |
| 6602. Door County, Wisconsin | 6650. Richfield village, Wisconsin | 6699. Sheridan city, Wyoming |
| 6603. Elkhorn city, Wisconsin | 6651. Richland County, Wisconsin | 6700. Teton County, Wyoming |
| 6604. Fort Atkinson city, Wisconsin | 6652. River Falls city, Wisconsin | 6701. Uinta County, Wyoming |
| 6605. Fox Crossing village, Wisconsin | 6653. Rusk County, Wisconsin | |
| 6606. Germantown village, Wisconsin | 6654. Salem Lakes village, Wisconsin | |
| 6607. Glendale city, Wisconsin | 6655. Sawyer County, Wisconsin | |
| 6608. Grafton village, Wisconsin | 6656. Shorewood village, Wisconsin | |
| 6609. Grand Chute town, Wisconsin | 6657. South Milwaukee city, Wisconsin | |
| 6610. Green Lake County, Wisconsin | 6658. Stevens Point city, Wisconsin | |
| 6611. Greendale village, Wisconsin | 6659. Stoughton city, Wisconsin | |
| 6612. Greenville town, Wisconsin | 6660. Suamico village, Wisconsin | |
| 6613. Harrison village, Wisconsin | 6661. Superior city, Wisconsin | |
| 6614. Hartford city, Wisconsin | 6662. Sussex village, Wisconsin | |
| 6615. Hobart village, Wisconsin | 6663. Taylor County, Wisconsin | |
| 6616. Holmen village, Wisconsin | 6664. Trempealeau County, Wisconsin | |
| 6617. Howard village, Wisconsin | 6665. Two Rivers city, Wisconsin | |
| 6618. Hudson city, Wisconsin | 6666. Verona city, Wisconsin | |
| 6619. Iowa County, Wisconsin | 6667. Vilas County, Wisconsin | |
| 6620. Jackson County, Wisconsin | 6668. Washburn County, Wisconsin | |
| 6621. Juneau County, Wisconsin | 6669. Watertown city, Wisconsin | |
| 6622. Kaukauna city, Wisconsin | 6670. Waunakee village, Wisconsin | |
| 6623. Kewaunee County, Wisconsin | 6671. Waupun city, Wisconsin | |
| 6624. Lafayette County, Wisconsin | 6672. Waushara County, Wisconsin | |
| 6625. Langlade County, Wisconsin | 6673. Weston village, Wisconsin | |
| 6626. Lincoln County, Wisconsin | 6674. Whitefish Bay village, Wisconsin | |
| 6627. Lisbon town, Wisconsin | 6675. Whitewater city, Wisconsin | |
| 6628. Little Chute village, Wisconsin | 6676. Wisconsin Rapids city, Wisconsin | |
| 6629. Marinette city, Wisconsin | 6677. Albany County, Wyoming * | |
| 6630. Marquette County, Wisconsin | 6678. Campbell County, Wyoming * | |
| 6631. Marshfield city, Wisconsin | 6679. Casper city, Wyoming * | |
| 6632. Menasha city, Wisconsin | 6680. Cheyenne city, Wyoming * | |
| 6633. Menomonie city, Wisconsin | 6681. Fremont County, Wyoming * | |
| 6634. Mequon city, Wisconsin | 6682. Gillette city, Wyoming * | |
| 6635. Middleton city, Wisconsin | 6683. Laramie city, Wyoming * | |
| 6636. Monroe city, Wisconsin | 6684. Laramie County, Wyoming * | |
| 6637. Mount Pleasant village, Wisconsin | 6685. Natrona County, Wyoming * | |
| 6638. Muskego city, Wisconsin | 6686. Sheridan County, Wyoming * | |
| 6639. Neenah city, Wisconsin | 6687. Sweetwater County, Wyoming * | |
| 6640. Oconomowoc city, Wisconsin | 6688. Big Horn County, Wyoming | |
| 6641. Onalaska city, Wisconsin | 6689. Carbon County, Wyoming | |
| 6642. Oregon village, Wisconsin | 6690. Converse County, Wyoming | |
| 6643. Pewaukee city, Wisconsin | 6691. Evanston city, Wyoming | |
| 6644. Platteville city, Wisconsin | 6692. Goshen County, Wyoming | |
| 6645. Pleasant Prairie village, Wisconsin | 6693. Green River city, Wyoming | |
| 6646. Plover village, Wisconsin | 6694. Jackson town, Wyoming | |
| 6647. Port Washington city, Wisconsin | 6695. Lincoln County, Wyoming | |
| | 6696. Park County, Wyoming | |

EXHIBIT J

Settling Distributors' Subsidiaries, Joint Ventures, and Predecessor Entities

ABC

- | | |
|--|---|
| 1. A.T. Pharma Consultancy FZC | 39. Alliance Healthcare Services France (f/k/a Alliance Healthcare Formation SAS) |
| 2. AB Eurco Ltd | 40. Alliance Healthcare Technology Services Limited |
| 3. AB Financing, LLC | 41. Alliance Healthcare Turkey Holding A.S. |
| 4. AB Finco Ltd | 42. Alliance Healthcare Yatirim Holding Anonim Şirketi |
| 5. AB Nokco Ltd | 43. Alliance Home Health Care, Inc. |
| 6. AB Singapore Investments Pte. Ltd. | 44. Alliance UniChem IP Limited |
| 7. AB Specialty Solutions, LLC | 45. Alloga (Nederland) B.V. |
| 8. ABBP International Company | 46. Alloga France SAS |
| 9. ABSG Canada Holdings, Inc. | 47. Alloga Logifarma, S.A. |
| 10. Access M.D. Inc. | 48. Alloga Logistica (España) S.L. |
| 11. AERO LINK Courier GmbH | 49. ALLOGA LOGISTICS ROMANIA SRL |
| 12. Agri-Laboratories, LTD | 50. Alloga Portugal - Armazenagem e Distribuicao Farmaceutica, Lda |
| 13. Agstrata, LLC | 51. Alloga UK Limited |
| 14. AH Schweiz GmbH | 52. AllyDVM, Inc. |
| 15. AH UK Holdco 1 Limited | 53. Almus Farmaceutica, S.A. |
| 16. Alcura France | 54. Almus France |
| 17. Alcura Health España, S.A. | 55. Almus Pharmaceuticals Limited |
| 18. Alcura UK Limited | 56. Almus, Lda. |
| 19. Alliance Boots BV | 57. Alphega SA |
| 20. Alliance Boots Schweiz Investments GmbH | 58. Ambulatory Pharmaceutical Services, Inc. |
| 21. Alliance Health Services, Inc. | 59. American Medical Distributors, Inc. |
| 22. Alliance Healthcare (Distribution) Limited | 60. American Oncology Network, LLC |
| 23. Alliance Healthcare Acores (f/k/a Proconfar, S.A.) | 61. Amerisource Health Services Corporation |
| 24. Alliance Healthcare Ecza Deposu Anonim Şirketi | 62. Amerisource Health Services, LLC |
| 25. Alliance Healthcare España Holdings, S.L. | 63. Amerisource Health Services, LLC d/b/a American Health Packaging |
| 26. Alliance Healthcare España S.A. | 64. Amerisource Heritage Corporation |
| 27. Alliance Healthcare France SA | 65. AmeriSource Heritage LLC |
| 28. Alliance Healthcare Group France SA | 66. Amerisource Receivables Financial Corporation |
| 29. Alliance Healthcare Management Services (Nederland) B.V. | 67. Amerisource Sales Corporation |
| 30. Alliance Healthcare Management Services Limited | 68. AmerisourceBergen Associate Assistance Fund |
| 31. Alliance Healthcare Nederland B.V. | 69. AmerisourceBergen BC, ULC |
| 32. Alliance Healthcare Norge AS | 70. AmerisourceBergen Canada Corporation |
| 33. Alliance Healthcare Participações SGPS, unipessoal, Lda. | 71. AmerisourceBergen Canada GP LLC |
| 34. Alliance Healthcare Répartition | 72. AmerisourceBergen Canada GP, LLC |
| 35. Alliance Healthcare Romania SRL | 73. AmerisourceBergen Canada Holdings LP |
| 36. Alliance Healthcare S.A. | 74. AmerisourceBergen Consulting Services, Inc. |
| 37. Alliance Healthcare s.r.o. | |
| 38. Alliance Healthcare s.r.o. Slovakia Branch | |

75. AmerisourceBergen Consulting Services, LLC
76. AmerisourceBergen Corporation
77. AmerisourceBergen Drug Corporation
78. AmerisourceBergen Foundation
79. AmerisourceBergen Global Holdings GmbH
80. AmerisourceBergen Global Investments S.a.r.l.
81. AmerisourceBergen Global Manufacturer Services GmbH
82. AmerisourceBergen Group GmbH
83. AmerisourceBergen Holding Corporation
84. AmerisourceBergen Integrated Services Offering, LLC
85. AmerisourceBergen International Holdings Inc.
86. AmerisourceBergen International Investments, LLC
87. AmerisourceBergen Luxembourg s.a.r.l.
88. AmerisourceBergen Services Corporation
89. AmerisourceBergen Sourcing, LLC
90. AmerisourceBergen Specialty Group Canada Corporation
91. AmerisourceBergen Specialty Group Canada Holdings, Inc.
92. AmerisourceBergen Specialty Group, Inc.
93. AmerisourceBergen Specialty Group, LLC
94. AmerisourceBergen Swiss Holdings GmbH
95. AmerisourceBergen Switzerland GmbH
96. AmerisourceBergen UK Holdings Ltd
97. Anderson Packaging, Inc.
98. AndersonBrecon Inc.
99. Animal Prescriptions Limited
100. Animalytix LLC
101. Apluspharma Ltd
102. Apotheek Hagi B.V.
103. Apotheek Lichtenvoorde B.V.
104. APS Acquisitions Corporation
105. APS Enterprises Holding Company, Inc.
106. Armila UAB
107. ASD Hemophilia Management, LLC
108. ASD Hemophilia Program, L.P.
109. ASD Specialty Healthcare, Inc.
110. ASD Specialty Healthcare, LLC
111. ASD Specialty Healthcare, LLC d/b/a ASD Healthcare
112. ASD Specialty Healthcare, LLC d/b/a Besse Medical
113. ASD Specialty Healthcare, LLC d/b/a Oncology Supply
114. Automed Technologies (Canada) Inc.
115. Automed Technologies (Canada) ULC
116. Automed Technologies, Inc.
117. BBC Laboratories
118. BBC Operating Sub, Inc.
119. BBC Packing Corporation
120. BBC Special Packaging, Inc.
121. BBC Transportation Co.
122. Beachcourse Limited
123. Bellco Drug Corp.
124. Bellco Health Corp.
125. Bergen Brunswick Corporation
126. Bergen Brunswick Drug Company
127. Bergen Brunswick Realty Services, Inc.
128. Bermuda Equity Holdings, Ltd.
129. Beverly Acquisition Corporation
130. Blue Hill II, Inc.
131. Blue Hill, Inc.
132. BluePoint Intellectual Property, LLC
133. Boots Nederland B.V.
134. Boots Norge AS
135. BP Pharmaceuticals Laboratories Unlimited Company
136. BPL Brasil Participacoes Ltda.
137. BPL Brazil Holding Company s.a.r.l.
138. BPL Brazil, LLC
139. BPL Group, LLC
140. BPL Pharmaceuticals Holding Unlimited Company
141. BPLH Ireland Company Dublin, Zug Branch
142. BPLH Ireland Unlimited Company
143. Brecon Holdings Limited
144. Brecon Pharmaceuticals Holdings Limited
145. Brecon Pharmaceuticals Limited
146. Bridge Medical, Inc.
147. Brownstone Pharmacy, Inc.
148. Bruin Acquisition Corp.
149. Burt's Pharmacy, LLC
150. Cameron Stewart Lifescience Canada Inc.
151. Cannes RJ Participacoes S.A.
152. Capstone Med, Inc.
153. Capstone Pharmacy of Delaware, Inc.
154. CDRF Parent LLC
155. CDRF Parent, Inc.
156. Centaur Services Limited
157. Centro Farmaceutico Asturiano, SA
158. Century Advertising Inc.
159. Chapin Drug Company
160. Choice Medical, Inc.
161. Clinical Outcomes Resource Application Corporation
162. Clinical Outcomes Resource Application, Inc.

163. CliniCare Concepts, Inc.
164. ClinPharm, L.L.C.
165. Committed Provider Services, LLC
166. Compuscript, Inc.
167. Computran Systems, Inc.
168. Corrections Pharmacies Licensing Company, L.L.C.
169. Corrections Pharmacies of California, LP
170. Corrections Pharmacies of Hawaii, LP
171. Corrections Pharmacies, L.L.C.
172. Cubex, LLC
173. Datapharm Sarl
174. DD Wholesale, Inc.
175. Dialysis Purchasing Alliance, Inc.
176. Directlog
177. Documedics Acquisition Co., Inc.
178. Drug Service, Inc.
179. Dunnington Drug, Inc.
180. Dunnington RX Services of Massachusetts, Inc.
181. Dunnington RX Services of Rhode Island, Inc.
182. Durr-Fillauer Medical, Inc.
183. Durvet, Inc.
184. Dymaxium Healthcare Innovations, Ltd.
185. Dymaxium Holdings, Ltd.
186. Dymaxium, Ltd.
187. Entel d.o.o.
188. Escalante Solutions, L.P.
189. Esko İtiryat Sanayi ve Ticaret Anonim Şirketi
190. Euro Registratie Collectief B.V.
191. European Physician Networks GmbH
192. Express Pharmacy Services, Inc.
193. Falcon Acquisition Sub, LLC
194. Family Center Pharmacy, Inc.
195. Feeders Advantage, LCC
196. General Drug Company
197. Goot Nursing Home Pharmacy, Inc.
198. Goot Westbridge Pharmacy, Inc.
199. Goot's Goodies, Inc.
200. Goot's Pharmacy & Orthopedic Supply, Inc.
201. Green Barn, Inc
202. H. D. Smith Holding Company
203. H. D. Smith Holdings, LLC
204. H. D. Smith Wholesale Drug Co.
205. H. D. Smith, LLC
206. HAI Acquisition, Inc.
207. HDS Solutions, LLC
208. Health Services Capital Corporation
209. Healthcare Prescription Services, Inc.
210. HealthForward Inc.
211. HealthQuest Partner II, L.P.
212. HealthTronics Data Solutions LLC
213. HealthTronics Data Solutions, LLC
214. HealthTronics Information Technology Solutions, Inc.
215. Hedef International Holdings BV
216. Home Medical Equipment Health Company
217. Hydra Pharm SPA
218. I.g.G. of America, Inc.
219. IHS Acquisition XXX, Inc.
220. Imedex, Inc.
221. Imedex, LLC
222. Independent Pharmacy Buying Group, Inc.
223. Innomar Pharmacy (BC) Inc.
224. Innomar Pharmacy (SK) Inc.
225. Innomar Pharmacy Inc.
226. Innomar Specialty Pharmacy, Inc.
227. Innomar Strategies Inc.
228. Innovation Cancer, Inc.
229. Insta-Care Holdings, Inc.
230. Insta-Care Pharmacy Services Corporation
231. Intake Initiatives Incorporated
232. IntegraConnect NewCo, LLC
233. Integrated Commercialization Solutions, Inc.
234. Integrated Commercialization Solutions, LLC
235. Integrated Health Systems Outcomes Coalition, LLC
236. Inteplex, Inc.
237. Interfill, LLC
238. International Oncology Network Solutions, Inc.
239. International Physician Networks, L.L.C.
240. International Rheumatology Network, L.L.C.
241. IntrinsiQ Holdings, Inc.
242. IntrinsiQ Specialty Solutions, Inc.
243. IntrinsiQ Tendler, Inc.
244. IntrinsiQ, LLC
245. J.M. Blanco, Inc.
246. James Brudnick Company, Inc.
247. K/S Instrument Corp.
248. KRP Investments, Inc.
249. Labpak Limited
250. LAD Drug Corporation
251. Leading Educational Research Network, LLC
252. Lexicon Pharmacy Services, L.L.C.
253. Liberty Acquisition Corp.
254. Libra C.V.
255. Los Angeles Drug Corporation
256. M.D.P. Properties, Inc.
257. Managed Care Network, Inc.
258. Marshall Reinardy LLC

259. Medical Health Industries, Inc.
260. Medical Initiatives, Inc.
261. Medidyne Corp.
262. Medselect Inc.
263. Memorial Pet Care, Inc.
264. Micro Technologies Canada Inc.
265. MWI Buying Group Limited (formerly St. Francis Limited)
266. MWI Supply (UK Acquisition) Limited
267. MWI Supply (UK Holdings) Limited
268. MWI Supply (UK) Limited
269. MWI Veterinary Supply Co.
270. MWI Veterinary Supply, Inc.
271. Nareks Ecza Deposu Ticaret Anonim Şirketi
272. Network for Medical Communication & Research Analytics, LLC
273. New Jersey Medical Corporation
274. Nexiapharma, SL
275. NMCR Holdings, Inc.
276. NMCR-Europe, LLC
277. Northeast Veterinary Supply Company, LLC
278. Oktal Pharma d.o.o
279. Oktal Pharma d.o.o
280. Oktal Pharma d.o.o [Zagreb]
281. Oktal Pharma d.o.o.
282. Oktal Pharma Hungary K.f.t.
283. Omni Med B, Inc.
284. OPH Oktal Pharma d.o.o
285. OTC Direct Limited
286. Paris Acquisition Corp.
287. Pharm Plus Acquisition, Inc.
288. Pharma One Corporation Limited
289. Pharmacy Corporation of America
290. Pharmacy Corporation of America - Massachusetts, Inc.
291. Pharmacy Healthcare Solutions, Ltd.
292. Pharmacy Review Services, Inc.
293. Pharmdata s.r.o.
294. PharMEDium Healthcare Corporation
295. PharMEDium Healthcare Holdings LLC
296. PharMEDium Healthcare Holdings, Inc.
297. PharMEDium Healthcare LLC
298. PharMEDium Pharmacy Services, LLC
299. PharMEDium R.E., LLC
300. PharMEDium Services, LLC
301. PharMerica Drug Systems, Inc.
302. PharMerica Technology Solutions, LLC
303. Pharmerica, Inc.
304. Pitango HealthTech Fund I, L.P.
305. Planet Software Limited
306. PMSI MSA Services, Inc.
307. PMSI, Inc.
308. PPSC USA, LLC
309. Premier Pharmacy, Inc.
310. Premier Source Diagnostics Inc.
311. Premier Source, LLC
312. Prescribe Wellness, LLC
313. Profarma Distribuidora de Produtos Farmaceuticos S.A.
314. Ramuneles Vaistine UAB
315. Reimbursement Education Network, LLC
316. Rightpak, Inc.
317. Rombro's Drug Center, Inc.
318. Roscoe Acquisition Corporation
319. S.R.P. (Services de la Répartition Pharmaceutique)
320. SecureDVM, LLC
321. Securos Europe GmbH
322. Silver Streak I, LLC
323. Skills in Healthcare France
324. Skills in Healthcare Pazarlama ve Tanitim Hizmetleri Anonim Şirketi
325. Skills in Healthcare Romania S.r.l.
326. Smart ID Works, LLC
327. Smith Medical Partners, LLC
328. Snipetjernveien 10 Norge AS
329. Solana Beach, Inc.
330. Southwest Pharmacies, Inc.
331. Southwestern Drug Corporation
332. SparkSense Analytics, Inc.
333. Specialty Advancement Network, LLC
334. Specialty Pharmacy of California, Inc.
335. Specialty Pharmacy, Inc.
336. Spielberg Acquisition Corp.
337. Spits B.V.
338. Stadt Solutions, LLC
339. Stephar B.V.
340. Strategic Pharmaceutical Solutions, Inc.
341. Swine Solutions Network, LLC
342. Taylor & Manno Asset Recovery, Inc.
343. Telepharmacy Solutions, Inc.
344. Terra-Lab d.o.o
345. The Allen Company
346. The Lash Group, Inc.
347. The Lash Group, LLC
348. TheraCom, L.L.C.
349. ThermoSecure Medical Equipment GmbH
350. TMESYS, Inc.
351. TrakCel Holding Company, Inc.
352. Trellis Healthcare Consulting, L.L.C.
353. Trellis Healthcare Consulting, LLC
354. True Blue Indemnity Company

355. United Company of Pharmacists SAE
356. Universal Packaging Systems, Inc.
357. US Bioservices Corporation
358. Valley Wholesale Drug Co., LLC
359. Value Apothecaries, Inc.
360. Vedco, Inc.
361. Vetbridge Animal Health, LLC
362. Vetbridge Product Development (NM-OMP) LLC
363. VetSpace Limited
364. VetSpace, Inc.
365. Vetswest Limited
366. W.C. International Limited
367. WBA Acquisitions Luxco 9 S.à.r.l.
368. Wight Nederland Holdco 2 B.V.
369. Wight Nederland Holdco 4 BV
370. WML, LLC
371. Woodglen Properties Limited
372. Woodglen Properties Limited Portugal Branch
373. World Courier (Aust) Pty. Ltd.
374. World Courier (Austria) GmbH
375. World Courier (Austria) GmbH – Serbia Branch
376. World Courier (Deutschland) GmbH
377. World Courier (Finland) Oy
378. World Courier (India) Private Limited
379. World Courier (Ireland) Limited
380. World Courier (Lithuania), UAB
381. World Courier (Malaysia) Sdn. Bhd.
382. World Courier (Norway) AS
383. World Courier (NZ) Limited
384. World Courier (Poland) Sp. Z.o.o.
385. World Courier (Shanghai) Co., Ltd Guangzhou Branch
386. World Courier (Shanghai) Co., Ltd.
387. World Courier (Shanghai) Co., Ltd., Beijing Branch
388. World Courier (Sweden) AB
389. World Courier (Switzerland) SA
390. World Courier (U.K.) Limited
391. World Courier Asia (Thailand) Co., Ltd.
392. World Courier Belgium s.a.
393. World Courier Bulgaria
394. World Courier Czech Republic s.r.o.
395. World Courier de Chile Limitada
396. World Courier de Colombia S.A.
397. World Courier de Espana, S.A.
398. World Courier de Mexico S.A. de C.V.
399. World Courier de Portugal, Lda.
400. World Courier de Uruguay S.A.
401. World Courier del Ecuador S.A.
402. World Courier del Peru S.A.
403. World Courier Denmark A/S
404. World Courier do Brasil Transportes Internacionais Ltda.
405. World Courier France S.A.R.L.
406. World Courier Ground (Europe) Limited
407. World Courier Ground, Inc.
408. World Courier Group Logistics, Inc.
409. World Courier Group S.a.r.l.
410. World Courier Group, Inc.
411. World Courier Group, Inc. Taiwan Branch
412. World Courier Hellas Limited Liability Company
413. World Courier Holland BV
414. World Courier Hong Kong Limited
415. World Courier Hungary Freight Forwarder and Service Provider Limited Liability Company
416. World Courier Israel Ltd.
417. World Courier Italia srl
418. World Courier K.K. Japan
419. World Courier Korea Co., Ltd.
420. World Courier Limited (Russia)
421. World Courier Logistics (Europe) Limited
422. World Courier Logistics (UK) Limited
423. World Courier Logistics, Inc.
424. World Courier Logistics, Inc. (DE)
425. World Courier Logistics, Inc. (NY)
426. World Courier Management Limited
427. World Courier Management, Inc.
428. World Courier of Canada Ltd
429. World Courier Operations Kenya Limited
430. World Courier Philippines – Representative Office
431. World Courier Romania S.R.L.
432. World Courier S.A.
433. World Courier Singapore Pte Ltd
434. World Courier Slovak Republic s.r.o.
435. World Courier South Africa (Proprietary) Limited
436. World Courier Tasimacilik ve Lojistik Hizmetleri Ticaret Limited Sirketi
437. World Courier Ukraine LLC
438. World Courier Venezuela, S.A.
439. World Courier Zagreb d.o.o.
440. World Courier, Inc.
441. World Courier, kurirske storitve,d.o.o.
442. World Customs Brokerage, Inc.
443. Xcenda (UK) Limited
444. Xcenda GmbH

445. Xcenda Switzerland GmbH
446. Xcenda, L.L.C.

447. ZU Vase Zdravije

Cardinal

1. A+ Secure Packaging, LLC
2. Abilene Nuclear, LLC
3. Access Closure, Inc.
4. Acuity GPO, LLC
5. Aero-Med, Ltd.
6. Allegiance (BVI) Holding Co. Ltd.
7. Allegiance Corporation
8. Allegiance Healthcare (Labuan) Pte. Ltd.
9. Allegiance I, LLC
10. Allegiance Labuan Holdings Pte. Ltd.
11. API (Suppliers) Limited
12. AssuraMed Acquisition Corp.
13. AssuraMed Group, Inc.
14. AssuraMed Holding, Inc.
15. AssuraMed Intermediate Holding, Inc.
16. AssuraMed, Inc.
17. C. International, Inc.
18. Cardinal Distribution Holding Corporation - I
19. Cardinal Distribution Holding Corporation - II
20. Cardinal Health 100, Inc.
21. Cardinal Health 104 LP
22. Cardinal Health 105, Inc.
23. Cardinal Health 107, LLC
24. Cardinal Health 108, LLC
25. Cardinal Health 110, LLC
26. Cardinal Health 112, LLC
27. Cardinal Health 113, LLC
28. Cardinal Health 114, Inc.
29. Cardinal Health 115, LLC
30. Cardinal Health 116, LLC
31. Cardinal Health 118, LLC
32. Cardinal Health 119, LLC
33. Cardinal Health 121, LLC
34. Cardinal Health 122, LLC
35. Cardinal Health 123, LLC
36. Cardinal Health 124, LLC
37. Cardinal Health 125, LLC
38. Cardinal Health 126, LLC
39. Cardinal Health 127, Inc.
40. Cardinal Health 128, LLC
41. Cardinal Health 130, LLC
42. Cardinal Health 131, LLC
43. Cardinal Health 132, LLC
44. Cardinal Health 133, Inc.
45. Cardinal Health 2, LLC
46. Cardinal Health 200, LLC
47. Cardinal Health 201 Canada L.P.
48. Cardinal Health 201, Inc.
49. Cardinal Health 215, LLC
50. Cardinal Health 222 (Thailand) Ltd.
51. Cardinal Health 242, LLC
52. Cardinal Health 246, Inc.
53. Cardinal Health 247, Inc.
54. Cardinal Health 249, LLC
55. Cardinal Health 250 Dutch C.V.
56. Cardinal Health 251, LLC
57. Cardinal Health 252, LLC
58. Cardinal Health 253, LP
59. Cardinal Health 3, LLC
60. Cardinal Health 414, LLC
61. Cardinal Health 418, Inc.
62. Cardinal Health 5, LLC
63. Cardinal Health 500, LLC
64. Cardinal Health 524, LLC
65. Cardinal Health 529, LLC
66. Cardinal Health 6, Inc.
67. Cardinal Health 7, LLC
68. Cardinal Health 8, LLC
69. Cardinal Health Australia 503 Pty Ltd.
70. Cardinal Health Austria 504 GmbH
71. Cardinal Health Belgium 505 BVBA
72. Cardinal Health Canada Holdings Cooperative U.A.
73. Cardinal Health Canada Inc.
74. Cardinal Health Capital Corporation
75. Cardinal Health Cardiology Solutions, LLC
76. Cardinal Health Chile Limitada
77. Cardinal Health Colombia S.A.S.
78. Cardinal Health Commercial Technologies, LLC
79. Cardinal Health Corporate Solutions, LLC
80. Cardinal Health D.R. 203 II Ltd.
81. Cardinal Health Denmark ApS
82. Cardinal Health do Brasil Ltda.
83. Cardinal Health Finance
84. Cardinal Health Finland Oy
85. Cardinal Health Foundation
86. Cardinal Health France 506 SAS
87. Cardinal Health Funding, LLC
88. Cardinal Health Germany 507 GmbH
89. Cardinal Health Germany Manufacturing GmbH
90. Cardinal Health Holding International, Inc.
91. Cardinal Health International Philippines, Inc.
92. Cardinal Health IPS, LLC

93. Cardinal Health Ireland 419 Designated Activity Company
94. Cardinal Health Ireland 508 Limited
95. Cardinal Health Ireland Manufacturing Limited
96. Cardinal Health Ireland Unlimited Company
97. Cardinal Health Italy 509 S.r.l.
98. Cardinal Health Japan G.K.
99. Cardinal Health Korea Limited
100. Cardinal Health Luxembourg 420 S.a.r.l.
101. Cardinal Health Luxembourg 522 S.a.r.l.
102. Cardinal Health Malaysia 211 Sdn. Bhd.
103. Cardinal Health Malta 212 Limited
104. Cardinal Health Managed Care Services, LLC
105. Cardinal Health Medical Products India Private Limited
106. Cardinal Health Mexico 244 S. de R.L. de C.V.
107. Cardinal Health Mexico 514 S. de R.L. de C.V.
108. Cardinal Health Middle East FZ-LLC
109. Cardinal Health MPB, Inc.
110. Cardinal Health Napoleon Holding, LLC
111. Cardinal Health Netherlands 502 B.V.
112. Cardinal Health Netherlands 525 Cooperatie U.A.
113. Cardinal Health Netherlands 528 B.V.
114. Cardinal Health Norway AS
115. Cardinal Health P.R. 120, Inc.
116. Cardinal Health P.R. 218, Inc.
117. Cardinal Health P.R. 220, LLC
118. Cardinal Health P.R. 436, Inc.
119. Cardinal Health Panama, S. de R.L.
120. Cardinal Health Pharmaceutical Contracting, LLC
121. Cardinal Health Pharmacy Services, LLC
122. Cardinal Health Poland Spolka z ograniczona odpowiedzialnoscia
123. Cardinal Health Portugal 513, Unipessoal Lda.
124. Cardinal Health Russia
125. Cardinal Health Singapore 225 Pte. Ltd.
126. Cardinal Health Spain 511 S.L.
127. Cardinal Health Sweden 512 A.B.
128. Cardinal Health Switzerland 515, GmbH
129. Cardinal Health Systems, Inc.
130. Cardinal Health Technologies Switzerland GmbH
131. Cardinal Health Technologies, LLC
132. Cardinal Health U.K. 418 Limited
133. Cardinal Health U.K. 432 Limited
134. Cardinal Health U.K. Holding Limited
135. Cardinal Health U.K. International Holding LLP
136. Cardinal Health, Inc.
137. Cardinal MED Equipment Consulting (Shanghai) Co., Ltd.
138. Cirpro de Delicias S.A. de C.V.
139. Clinic Pharmacies III, LLC
140. Clinic Pharmacies, LLC
141. Community Pharmacy Enterprises, LLC
142. Convertors de Mexico S.A. de C.V.
143. Cordis (Shanghai) MED Devices Co., Ltd.
144. Cordis Cashel Unlimited Company
145. Cordis Corporation
146. Cornerstone Rheumatology LP
147. Covidien Manufacturing Solutions, S.A.
148. Dutch American Manufacturers II (D.A.M. II) B.V.
149. Ellipticare, LLC
150. EPIC Insurance Company
151. Especialidades Medicas Kenmex S.A. de C.V.
152. Experience East, LLC
153. Flexible Stenting Solutions, Inc.
154. Frog Horned Capital, Inc.
155. Generic Drug Holdings, Inc.
156. GetOutcomes, LLC
157. Griffin Capital, LLC
158. HDG Acquisition, Inc.
159. imgRx Healdsburg, Inc.
160. imgRx Salud, Inc.
161. imgRx SJ Valley, Inc.
162. imgRx SLO, Inc.
163. imgRx Sonoma, Inc.
164. InnerDyne Holdings, Inc.
165. Innovative Therapies, Inc.
166. Instant Diagnostic Systems, Inc.
167. InteCardia-Tennessee East Catheterization, LLC
168. ITI Sales, LLC
169. Kendall-Gammatron Limited
170. Killilea Development Company, Ltd.
171. Kinray I, LLC
172. KPR Australia Pty. Ltd.
173. KPR Switzerland Sales GmbH
174. KPR U.S., LLC
175. Leader Drugstores, Inc.
176. Ludlow Technical Products Canada, Ltd.
177. Marin Apothecaries
178. Medicap Pharmacies Incorporated
179. Medicine Shoppe Capital Corporation
180. Medicine Shoppe International, Inc.

181. Medicine Shoppe Internet, Inc.
182. Mediquip Sdn. Bhd.
183. Mirixa Corporation
184. MosaicGPO, LLC
185. mscripts Holdings, LLC
186. mscripts Systems India Private Limited
187. mscripts, LLC
188. Nippon Covidien Ltd.
189. One Cloverleaf, LLC
190. Outcomes Incorporated
191. Owen Shared Services, Inc.
192. Pharmacy Operations Of New York, Inc.
193. Pharmacy Operations, Inc.
194. Physicians Purchasing, Inc.
195. Pinnacle Intellectual Property Services, Inc.
196. Pinnacle Intellectual Property Services-
International, Inc.
197. Quiroproductos de Cuauhtemoc S. de R.L. de
C.V.
198. RainTree Administrative Services, LLC
199. RainTree Care Management, LLC
200. RainTree GPO, LLC
201. Ransdell Surgical, Inc.
202. Red Oak Sourcing, LLC
203. Renal Purchasing Group, LLC
204. RGH Enterprises, Inc.
205. RT Oncology Services Corporation
206. Rxealtime, Inc.
207. Sierra Radiopharmacy, L.L.C.
208. Sonexus Health Access & Patient Support,
LLC
209. Sonexus Health Distribution Services, LLC
210. Sonexus Health Financial Solutions, LLC
211. Sonexus Health Pharmacy Services, LLC
212. Sonexus Health, LLC
213. TelePharm, LLC
214. The Harvard Drug Group, L.L.C.
215. Tianjin ITI Trading Company
216. Tradex International, Inc.
217. Traverse GPO, LLC
218. Wavemark Lebanon Offshore s.a.l.
219. Wavemark, Inc.
220. Red Oak Sourcing, LLC
221. API (Suppliers) Limited
222. Sierra Radiopharmacy, L.L.C.
223. Abilene Nuclear, LLC
224. InteCardia-Tennessee East Catheterization,
LLC
225. Kendall-Gammatron Limited
226. Almus Pharmaceuticals USA LLC
227. Cardinal Health (H.K.) Co. Limited
228. Cardinal Health (Shanghai) Pharmaceutical
Co., Ltd.
229. Cardinal Health (Sichuan) Pharmaceutical
Co., Ltd.
230. Cardinal Health (Wuxi) Pharmaceutical Co.,
Ltd.
231. Cardinal Health Hedan (Shenzhen)
Pharmaceutical Co., Ltd.
232. Dalian Zhongda Pharmaceutical Company
Limited
233. NaviHealth Holdings, LLC
234. Parch, L.L.C.
235. 6464661 Canada Inc.
236. Academy Of Managed Care Medicine, L.L.C.
237. Alaris Medical 1 (Suisse) Sarl
238. Alaris Medical New Zealand Limited
239. Allegiance Healthcare International GmbH
240. Allegiance Pro Inc.
241. Allied Healthcare Services, Inc.
242. Almus Pharmaceuticals Singapore Pte. Ltd.
243. Almus Pharmaceuticals USA LLC
244. American Threshold Industries, Inc.
245. Anoka, LLC
246. ARCH Collection Corporation
247. ARCH, S.A.
248. Armand Scott, LLC
249. Aurum Pharmaceuticals Limited
250. Behrens Inc.
251. Beijing Baiji Advanced Specialty Company
Limited
252. Bellwether Oncology Alliance, Inc.
253. Bentley Merger Sub, LLC
254. Bindley Western Funding Corporation
255. Bindley Western Industries II Of Maine, Inc.
256. Biosigna GmbH Institut für
Biosignalverarbeitung und Systemanalyse
257. Bird Products (Japan) Ltd.
258. Bird Products Corporation
259. Brighton Capital, Inc.
260. Buffalo Merger Corp.
261. BW Transportation Services, Inc.
262. Cardal II, LLC
263. Cardal, Inc.
264. Cardinal Florida, Inc.
265. Cardinal Health (Beijing) China
Pharmaceutical Co., Ltd.
266. Cardinal Health (Beijing) Medical Trading
Co., Ltd.
267. Cardinal Health (Beijing) Pharmacy Co., Ltd.
268. Cardinal Health (Chengdu) Pharmacy Co.,
Ltd.

269. Cardinal Health (China) Investment Co., Ltd.
270. Cardinal Health (Chongqing) Pharmaceutical Co., Ltd.
271. Cardinal Health (Chongqing) Pharmacy Co., Ltd.
272. Cardinal Health (H.K.) Co. Limited
273. Cardinal Health (Hubei) Pharmaceutical Co., Ltd.
274. Cardinal Health (L) Co., Ltd.
275. Cardinal Health (Liaoning) Pharmaceutical Co., Ltd.
276. Cardinal Health (P02296)
277. Cardinal Health (P04080)
278. Cardinal Health (Shanghai) Commercial and Trading Company Limited
279. Cardinal Health (Shanghai) Cosmetics Trading Co., Ltd.
280. Cardinal Health (Shanghai) Logistics Co., Ltd.
281. Cardinal Health (Shanghai) Pharmaceutical Co., Ltd.
282. Cardinal Health (Shanghai) Pharmacy Co., Ltd.
283. Cardinal Health (Shanxi) Pharmaceutical Co., Ltd.
284. Cardinal Health (Shenyang) Pharmacy Co., Ltd.
285. Cardinal Health (Sichuan) Pharmaceutical Co., Ltd.
286. Cardinal Health (Tianjin) Pharmaceutical Co., Ltd.
287. Cardinal Health (Wuxi) Pharmaceutical Co., Ltd.
288. Cardinal Health (WuXi) Pharmacy Co., Ltd.
289. Cardinal Health (Zhejiang) Pharmaceutical Co., Ltd.
290. Cardinal Health 101, Inc.
291. Cardinal Health 102, Inc.
292. Cardinal Health 103, Inc.
293. Cardinal Health 106, Inc.
294. Cardinal Health 109, Inc.
295. Cardinal Health 111, LLC
296. Cardinal Health 113, LLC
297. Cardinal Health 117, LLC
298. Cardinal Health 129, Inc.
299. Cardinal Health 208, Inc.
300. Cardinal Health 301, LLC
301. Cardinal Health 400, Inc.
302. Cardinal Health 401, Inc.
303. Cardinal Health 402, Inc.
304. Cardinal Health 403, Inc.
305. Cardinal Health 404, Inc.
306. Cardinal Health 405, Inc.
307. Cardinal Health 406, Inc.
308. Cardinal Health 406, LLC
309. Cardinal Health 407, Inc.
310. Cardinal Health 408, Inc.
311. Cardinal Health 409, Inc.
312. Cardinal Health 410, Inc.
313. Cardinal Health 411, Inc.
314. Cardinal Health 412, Inc.
315. Cardinal Health 413, Inc.
316. Cardinal Health 415, Inc.
317. Cardinal Health 416, Inc.
318. Cardinal Health 417, Inc.
319. Cardinal Health 419, LLC
320. Cardinal Health 420, LLC
321. Cardinal Health 421 Limited Partnership
322. Cardinal Health 421, Inc.
323. Cardinal Health 422, Inc.
324. Cardinal Health 501 Dutch C.V.
325. Cardinal Health Austria 201 GmbH
326. Cardinal Health Bermuda 224, Ltd.
327. Cardinal Health Brasil 423 Servicos Farmaceuticos Nucleares Ltda
328. Cardinal Health Canada 204, Inc.
329. Cardinal Health Canada 301, Inc.
330. Cardinal Health Canada 302, Inc.
331. Cardinal Health Canada 307, ULC
332. Cardinal Health Canada 403, Inc.
333. Cardinal Health Canada 437, Inc.
334. Cardinal Health Canada Inc.
335. Cardinal Health Canada LP
336. Cardinal Health Cayman Islands Holding Co. Ltd
337. Cardinal Health Cayman Islands Ltd.
338. Cardinal Health China Co., Ltd.
339. Cardinal Health D.R. 203 Limited
340. Cardinal Health Europe IT GmbH
341. Cardinal Health France 205 SAS
342. Cardinal Health France 309 SAS
343. Cardinal Health Germany 206 GmbH
344. Cardinal Health Germany 234 GmbH
345. Cardinal Health Germany 318 GmbH
346. Cardinal Health Hedan (Shenzhen) Pharmaceutical Co., Ltd.
347. Cardinal Health Hong Kong Limited
348. Cardinal Health I, Inc.
349. Cardinal Health Imaging, LLC
350. Cardinal Health India Private Limited
351. Cardinal Health International Ventures, Ltd.
352. Cardinal Health Ireland 406 Ltd.

353. Cardinal Health Ireland 527 General Partnership
354. Cardinal Health Italy 208 S.r.l.
355. Cardinal Health Italy 312 S.p.A.
356. Cardinal Health Lease Funding 2002A, LLC
357. Cardinal Health Lease Funding 2002AQ, LLC
358. Cardinal Health Lease Funding 2003A, LLC
359. Cardinal Health Lease Funding 2003AQ, LLC
360. Cardinal Health Lease Funding 2003B, LLC
361. Cardinal Health Lease Funding 2003BQ, LLC
362. Cardinal Health Lease Funding 2004A, LLC
363. Cardinal Health Lease Funding 2004AQ, LLC
364. Cardinal Health Luxembourg 523 S.a.r.l.
365. Cardinal Health Mauritius Holding 226 Ltd.
366. Cardinal Health Mexico 213, S.A. de C.V.
367. Cardinal Health Netherlands 238 BV
368. Cardinal Health Netherlands 526 B.V.
369. Cardinal Health Netherlands Financing C.V.
370. Cardinal Health Netherlands Holding B.V.
371. Cardinal Health New Zealand 313 Limited
372. Cardinal Health Norway 315 A/S
373. Cardinal Health P.R. 227, Inc.
374. Cardinal Health P.R. 409 B.V.
375. Cardinal Health PTS, Inc.
376. Cardinal Health PTS, LLC
377. Cardinal Health S.A. 319 (Proprietary) Limited
378. Cardinal Health Singapore 304
379. Cardinal Health Singapore 423 Pte. Ltd.
380. Cardinal Health Spain 219 S.L.U.
381. Cardinal Health Spain 239 SA
382. Cardinal Health Specialty Pharmacy, LLC
383. Cardinal Health Sweden 220 AB
384. Cardinal Health Sweden 314 AB
385. Cardinal Health Switzerland 221 Sarl
386. Cardinal Health Switzerland 317 Sarl
387. Cardinal Health Trading (Shanghai) Co., Ltd.
388. Cardinal Health U.K. 100 Limited
389. Cardinal Health U.K. 101 Limited
390. Cardinal Health U.K. 102 Limited
391. Cardinal Health U.K. 103 Limited
392. Cardinal Health U.K. 104 Limited
393. Cardinal Health U.K. 105 Limited
394. Cardinal Health U.K. 106 Limited
395. Cardinal Health U.K. 223 Limited
396. Cardinal Health U.K. 232 Limited
397. Cardinal Health U.K. 235 Limited
398. Cardinal Health U.K. 236 Limited
399. Cardinal Health U.K. 240 Limited
400. Cardinal Health U.K. 305 Limited
401. Cardinal Health U.K. 306 Limited
402. Cardinal Health U.K. 433 Limited
403. Cardinal Health U.K. 434 Limited
404. Cardinal Syracuse, Inc.
405. Cardinal.Com Holdings, Inc.
406. Care Fusion Development Private Limited
407. Care Fusion Incorporated
408. CareFusion 202, Inc.
409. CareFusion 203, Inc.
410. CareFusion 205, Inc.
411. CareFusion 206, Inc.
412. CareFusion 207, Inc.
413. CareFusion 209, Inc.
414. CareFusion 210, Inc.
415. CareFusion 211, Inc.
416. CareFusion 212, LLC
417. CareFusion 213, LLC
418. CareFusion 214, LLC
419. CareFusion 2200, Inc.
420. CareFusion 2201, Inc.
421. CareFusion 302, LLC
422. CareFusion 303, Inc.
423. CareFusion 304, LLC
424. CareFusion Australia 200 Pty Ltd.
425. CareFusion Australia 316 Pty Limited
426. CareFusion Australia 500 Pty Ltd
427. CareFusion Belgium 202 BVBA
428. CareFusion Brasil 231 Servico e Comercia de Productos Medicos Ltda
429. CareFusion Corporation
430. CareFusion EIT, LLC
431. CareFusion Iberia 308 S.L.U.
432. CareFusion Italy 237 Srl
433. CareFusion Italy 311 Srl
434. CareFusion Japan 228 K.K.
435. CareFusion Japan 233, Inc.
436. CareFusion Luxembourg 501 Sarl
437. CareFusion Manufacturing Ireland 241 Limited
438. CareFusion Manufacturing, LLC
439. CareFusion Netherlands 214 B.V.
440. CareFusion Netherlands 238 BV
441. CareFusion Netherlands 310 B.V.
442. CareFusion Netherlands 503 B.V.
443. CareFusion New Zealand 217 Limited
444. CareFusion New Zealand 313 Limited
445. CareFusion Resources, LLC
446. CareFusion Singapore 243 Pte. Ltd.
447. CareFusion Solutions, LLC
448. CareFusion U.K. 284 Limited
449. CareFusion U.K. 286 Limited
450. CareFusion U.K. 287 Limited

451. CareFusion U.K. 288 Limited
452. Cascade Development, Inc.
453. CCB, Inc.
454. CDI Investments, Inc.
455. Centralia Pharmacy, Inc.
456. Centricity, LLC
457. Chapman Drug Company
458. Chengdu Baiji Advanced Specialty Pharmacy Company Limited
459. Cheshire Merger Sub, Inc.
460. CMI Net, Inc.
461. College Park Plaza Associates, Inc.
462. Comprehensive Medical Imaging-Anaheim Hills, Inc.
463. Comprehensive Medical Imaging-Apple Valley, Inc.
464. Comprehensive Medical Imaging-Boynton Beach, Inc.
465. Comprehensive Medical Imaging-Downey, Inc.
466. Comprehensive Medical Imaging-Encino, Inc.
467. Comprehensive Medical Imaging-Fort Lauderdale, Inc.
468. Comprehensive Medical Imaging-Fremont, Inc.
469. Comprehensive Medical Imaging-Hesperia, Inc.
470. Comprehensive Medical Imaging-Huntington Beach, Inc.
471. Comprehensive Medical Imaging-Palm Springs, Inc.
472. Comprehensive Medical Imaging-Rancho Cucamonga, Inc.
473. Comprehensive Medical Imaging-Rancho Mirage, Inc.
474. Comprehensive Medical Imaging-Salisbury, Inc.
475. Comprehensive Medical Imaging-Sherman Oaks, Inc.
476. Comprehensive Medical Imaging-Tempe, Inc.
477. Comprehensive Medical Imaging-Van Nuys, Inc.
478. Comprehensive Medical Imaging-Victorville, Inc.
479. Comprehensive Medical Imaging-Westlake Village, Inc.
480. Comprehensive Open MRI-Carmichael, Inc.
481. Comprehensive Open MRI-Folsom, Inc.
482. Comprehensive Open MRI-Fullerton, Inc.
483. Comprehensive Open MRI-Laguna Hills, Inc.
484. Comprehensive Open MRI-Sacramento, Inc.
485. Comprehensive Reimbursement Consultants, Inc.
486. Consumer2patient, LLC
487. CR Medicap, Inc.
488. Curaspan Health Group, Inc.
489. Cytokine Pharmasciences, Inc.
490. Dalian Zhongda Pharmaceutical Company Limited
491. Daniels Pharmaceuticals Limited
492. DC Merger Corp
493. Denver Biomedical, Inc.
494. Desert PET, LLC
495. Dik Drug Company, LLC
496. Dik Medical Supplies, LLC
497. Discor Limited
498. Dismed Inc.
499. Dohmen Distribution Partners Southeast, L.L.C.
500. Dover Communications, LLC
501. Duquoin Pharmacy, Inc.
502. Dutch American Manufacturers (D.A.M.) B.V.
503. East Iowa Pharmacies, Inc.
504. EGIS Holdings, Inc.
505. Eldon Laboratories Limited
506. Ellicott Drug Company
507. EME Medical, Inc.
508. Enturia Canada ULC
509. Enturia de Mexico S. de R.L. de C.V.
510. Enturia Limited
511. Enturican, Inc.
512. EON Media Inc.
513. Eureka Merger Sub, Inc.
514. European Pharmaceuticals Group Ltd.
515. First Choice, Inc. Of Maine
516. Flower Merger Corp.
517. Futuremed Health Care Products Limited Partnership
518. Futuremed Healthcare Products Corporation
519. Futuremed Holdings General Partner Inc.
520. Fuzhou Baiji Pharmacy Company Limited
521. Gala Design, Inc.
522. Gelatin Products International, Inc.
523. Geodax Technology, Inc.
524. Glacier Corporation
525. Grand Avenue Pharmacy, Inc.
526. Graphic Holdings, Inc.
527. Griffin Group Document Management Services, Inc.

528. Guangzhou Baiji Advanced Specialty Pharmaceutical Chain Stores Company Limited
529. Guangzhou Baiji Drug Store Company Limited
530. Guangzhou City Kangwei Information Technology Company Limited
531. Guangzhou Ruixun Pharmaceutical Company Limited
532. Guizhou Yibai Medical Co., Ltd.
533. Hangzhou Baiji Advanced Specialty Drug Store Company Limited
534. Heartland Diagnostic Services, Inc.
535. HLS Advantage, LLC
536. Homecare (North-West) Limited
537. Humiston-Keeling, Inc.
538. IMI Of Boca Raton, Inc.
539. IMI Of Miami, Inc.
540. IMI Of North Miami Beach, Inc.
541. Inland Empire Regional Pet Center, LLC
542. InnerDyne, Inc.
543. Inpharm Nationwide Limited
544. InteCardia-Tennessee East Diagnostic, LLC
545. Intercare Holdings Limited
546. Intercare Investments Limited
547. Intercare Properties Plc
548. Iowa Falls Pharmacy, Inc.
549. IVAC Overseas Holdings LP
550. JakaMed AB AB
551. Jinan Baiji Drug Store Company Limited
552. JRG, Ltd.
553. Kendall Patient Recovery BVBA
554. Kinetic Surgical, LLC
555. Kinray, Inc.
556. Kinray, LLC
557. KPR Italia S.r.l.
558. KPR U.S., Inc.
559. Kunming Baiji Advanced Specialty Pharmacy Company Limited
560. Lake Charles Pharmaceutical Supply Company, LLC
561. Liaoning Longda Pharmaceutical Co., Ltd.
562. Liberty Communications Network, LLC
563. Ludlow Technical Products Corporation
564. Macarthy Group Trustees Limited
565. Macarthys Laboratories Limited
566. Macarthy's Limited
567. Marmac Distributors, Inc.
568. Martindale Pharma GmbH
569. Martindale Pharmaceuticals Limited
570. Medcon S.A.
571. MedEd Resources, LLC
572. Medesta Associates, LLC
573. Medical Concepts Development, Inc.
574. Medical Diagnostic Leasing, Inc
575. Medical Education Systems, LLC
576. Medical Media Communications, LLC
577. Medical Strategies, Inc.
578. MediQual Systems, Inc.
579. Meditrol Automation Systems, Inc.
580. Meditrol, Inc.
581. MedMined, Inc.
582. Mercury Merger Sub, LLC
583. Mesa Merger Corp.
584. MicroGas Limited
585. MicroMedical Deutschland GmbH
586. Microport Healthcare, LLC
587. Midland Pharmacies, Inc
588. Mississippi Medical Supply Cooperative, L.L.C.
589. MRI Equipment Partners, Ltd.
590. Mudhen Merger Corp.
591. Multi-Medica S.A.
592. Multipharm Limited
593. Nanjing Baiji Advanced Specialty Drug Store Company Limited
594. Nanning Baiji Advanced Specialty Pharmacy Company Limited
595. Nationwide Ostomy Supplies Limited
596. Navigator Health, Inc.
597. NaviHealth Holdings, LLC
598. NaviHealth SM Holdings, Inc.
599. NaviHealth, Inc.
600. Nexus Healthcare, Inc.
601. Nitric Bio Therapeutics, Inc.
602. Northern Michigan Supply Alliance, L.L.C.
603. Ohio Valley-Clarksburg, Inc.
604. Oncology Holdings, Inc.
605. Onpointe Medical Communications, LLC
606. Oval (Shanghai) Technologies, Inc.
607. Oval Technologies (H.K.) Pty Limited
608. Owen Healthcare Building, Inc.
609. Pacific Surgical Innovations, Inc.
610. Panther Merger Sub II, Inc.
611. Panther Merger Sub, Inc.
612. Parch, L.L.C.
613. Parch, L.L.C. State File
614. ParMed Pharmaceuticals, LLC
615. PatientScribe Inc.
616. PCI Acquisition I, Inc.
617. PCI Acquisition II, Inc.
618. PCI Services Holdings, Inc.

619. PCI Services III, Inc.
620. PCI/Acquisition III, Inc.
621. PCI/All Pack Holdings, Inc.
622. PCI/Delvco, Inc. State File
623. PCI/Tri-Line (Usa), Inc.
624. Pharmaceutical & Diagnostic Services, LLC
625. Pharmacy Service Corporation
626. Phillipi Holdings, Inc.
627. PHR Staffing, Inc.
628. Post-Acute Care Center For Research, LLC
629. Practicome Solutions, LLC
630. Princeton Diagnostic Isotopes, Inc.
631. Priority Healthcare Services Corporation
632. Procedure-Based Instrument Services, L.L.C.
633. Productos Urologos de Mexico S.A. de C.V.
634. Professional Health-Care Resources, Inc.
635. Pyxis Capital Corporation
636. Pyxis Funding II, LLC
637. Pyxis Funding, LLC
638. R Cubed, Inc.
639. R. P. Scherer Hardcapsule (West)
640. R.P. Scherer Inc.
641. R.P. Scherer Technologies, Inc.
642. Radiopharmacy Of Boise, Inc.
643. Radiopharmacy Of Northern California, Inc.
644. Renlar Systems, Inc.
645. RightCare Solutions, Inc.
646. Royal Merger Sub, Inc.
647. Scela, Inc.
648. Scriptline, Inc.
649. SensorMedics (Deutschland) GmbH
650. SensorMedics Corporation
651. Shanghai Baiwei Drug Store Company Limited
652. Shanghai Cardinal Baiwei Drug Store Co., Ltd.
653. Shanghai Jinyi Health Management Consultation Co., Ltd.
654. Shanghai Luoda Pharmaceutical Company Limited
655. Shenzhen Zhengdan Investment Company Limited
656. Simolo (GL) Limited
657. Sistemas Medicos ALARIS S.A. de C.V.
658. Snowden Pencer Holdings, Inc.
659. Snowden Pencer, Inc.
660. Solomons Company
661. Source Medical Corporation
662. SRX, Inc.
663. Strategic Implications International, LLC
664. Supplyline Technologies Limited
665. Surgical Carepair, L.L.C.
666. Surgical Instrument Repair Service, L.L.C.
667. Syncor Belgium SPRL
668. Syncor Diagnostics Bakersfield, LLC
669. Syncor Diagnostics Dallas, LLC
670. Syncor Diagnostics Encino, LLC
671. Syncor Diagnostics Fullerton, LLC
672. Syncor Diagnostics Laguna Hills, LLC
673. Syncor Diagnostics Plano, LLC
674. Syncor Diagnostics Sacramento, LLC
675. Syncor Financing Corporation
676. Syncor Italy srl
677. The Enright Group, Inc.
678. The Heron Corporation
679. The LVC Corporation
680. Tianjin Cardinal Pharmacy Co., Ltd.
681. Toledo Pharmacy Company
682. Tropic Merger Sub, Inc.
683. UroMed, Inc.
684. VIASYS Healthcare Ireland Limited
685. VIASYS Healthcare Island EHF
686. VIASYS Healthcare S.A.R.L.
687. VIASYS Holdings Inc.
688. VIASYS NeuroCare France SAS
689. VIASYS Polymer Products LLC
690. Virginia Imaging Center, LLC
691. Virginia Merger Corporation
692. Vistant Corporation
693. Vistant Holdings, Inc.
694. Vubiq Inc.
695. Wenzhou Xinte Pharmaceutical Co., Ltd.
696. West Hudson, Inc.
697. West Texas Nuclear Pharmacy Partners
698. Wholesale (PI) Limited
699. Williams Drug Distributors, Inc.
700. Wolf Merger Corp.
701. Wrangler Acquisition Sub, Inc.
702. Wuhan Baiji New & Special Drug Store Company Limited
703. Xiamen Cardinal Baiwei Drug Store Co., Ltd.
704. Xi'an Baiji Advanced Specialty Pharmacy Company Limited
705. Yorkshire Pharmacy, Inc.

McKesson

- | | |
|---|--|
| 1. "Aewige" ärztliche Wirtschaftsgesellschaft m.b.H., HG Wien | 35. AccessMed, Inc. (AccessMed, LLC) |
| 2. "die apoteeke in teesdorf" Mag. pharm. Gerda Kohlhauser KG, LG Wiener Neustadt | 36. AccessMed, LLC |
| 3. "Esplanade-Apotheke" Mag. pharm. Anna-Maria Köck KG, Landesgericht Wels | 37. ACME DRUG CO. LIMITED, Scotland |
| 4. "Panther Apotheke" Mag. pharm. Sandra Krokos KG, Landesgericht Graz | 38. ADDED MARKETING LIMITED, England |
| 5. 10101 Woodloch Forest LLC | 39. Adler Apotheke Krems Mag. Gabriele Denk KG, LG Krems an der Donau |
| 6. 2012 DREAM LIMITED, England | 40. Adler-Apotheke Mag.pharm. Ingrid Chvatal KG, LG Leoben |
| 7. 28CVR LIMITED, England | 41. Admenta Beteiligungs GmbH, HG Wien |
| 8. 3068312 Nova Scotia ULC | 42. Admenta Denmark ApS, Copenhagen |
| 9. 3069163 Nova Scotia Limited | 43. Admenta Deutschland GmbH, Stuttgart |
| 10. 3069164 Nova Scotia Limited | 44. ADMENTA HOLDINGS LIMITED, England |
| 11. 30MC LIMITED, England | 45. ADMENTA ITALIA S.P.A., CCIAA di Bologna |
| 12. 701985 N.B. INC. | 46. ADMENTA PENSION TRUSTEES LIMITED, England |
| 13. A C FERGUSON (CHEMIST) LIMITED, England | 47. Admenta Sweden AB |
| 14. A. SUTHRELL (HAULAGE) LIMITED, England | 48. ADMENTA UK LIMITED, England |
| 15. A.F.M. Bergamo S.p.A., Italy | 49. Admenta Verwaltungs GmbH, HG Wien |
| 16. A.L.I. Holdings LLC | 50. AFM S.p.A., CCIAA di Bologna |
| 17. A.L.I. Imaging Systems Corp. | 51. AHLPHARMACY LIMITED, England |
| 18. A.L.I. Technologies (International) LLC | 52. ALCHEM (SOUTHERN) LIMITED, England |
| 19. AAH BUILDERS SUPPLIES LIMITED, England | 53. ALPE-ADRIA PHARMA farmacevtsko podjetje d.o.o., Ljubljana |
| 20. AAH FURB PENSION TRUSTEE LIMITED, England | 54. Alphar Ayeneux, Belgium |
| 21. AAH Glass & Windows Limited, England | 55. Alphar Gilly DL, Belgium |
| 22. AAH Ireland, Dublin | 56. Alphar Monceau sur Sambre, Belgium |
| 23. AAH LIMITED, England | 57. Alphar Partners SA, Belgium |
| 24. AAH Lloyds Insurance (IoM) Limited, Isle Of Man | 58. Alte Löwen-Apotheke Mag. pharm. Kristina Taubald KG, HG Wien |
| 25. AAH LLOYDS PENSION TRUSTEES LIMITED, England | 59. Alte Spora Apotheke Mag.pharm. Stephan Öhlzelt KG, LG St. Pölten |
| 26. AAH NOMINEES LIMITED, England | 60. Amethyst Acquisition Corp. |
| 27. AAH ONE LIMITED, Scotland | 61. Ancavion GmbH, AG Darmstadt |
| 28. AAH PHARMACEUTICALS LIMITED, England | 62. Ancillary Management Solutions, Inc. |
| 29. AAH TWENTY FOUR LIMITED, Scotland | 63. Anton-Bruckner-Apotheke Mag.pharm. Christian Schwarzenbrunner KG, LG Linz |
| 30. AAH TWENTY LIMITED, England | 64. AOR Holding Company of Indiana, Inc. (AOR Holding Company of Indiana, LLC) |
| 31. AAH TWENTY SIX LIMITED, England | 65. AOR Holding Company of Indiana, LLC |
| 32. ABG Apotheken-Beratungsgesellschaft mbH, Stuttgart | 66. AOR Management Company of Alabama, Inc. |
| 33. Access Health NZ Limited | 67. AOR Management Company of Arizona, Inc. (AOR Management Company of Arizona, LLC) |
| 34. AccessMed Holdings, Inc. | |

68. AOR Management Company of Arizona, LLC
69. AOR Management Company of Central Florida, Inc.
70. AOR Management Company of Florida, Inc.
71. AOR Management Company of Indiana, Inc. (AOR Management Company of Indiana, LLC)
72. AOR Management Company of Indiana, LLC
73. AOR Management Company of Kansas, Inc.
74. AOR Management Company of Missouri, Inc. (AOR Management Company of Missouri, LLC)
75. AOR Management Company of Missouri, LLC
76. AOR Management Company of Nevada, Inc.
77. AOR Management Company of New York, Inc.
78. AOR Management Company of North Carolina, Inc.
79. AOR Management Company of Ohio, Inc.
80. AOR Management Company of Oklahoma, Inc. (AOR Management Company of Oklahoma, LLC)
81. AOR Management Company of Oklahoma, LLC
82. AOR Management Company of Oregon, Inc.
83. AOR Management Company of Pennsylvania, Inc. (AOR Management Company of Pennsylvania, LLC)
84. AOR Management Company of Pennsylvania, LLC
85. AOR Management Company of South Carolina, Inc.
86. AOR Management Company of Texas, Inc.
87. AOR Management Company of Virginia, Inc. (AOR Management Company of Virginia, LLC)
88. AOR Management Company of Virginia, LLC
89. AOR of Indiana Management Partnership
90. AOR of Texas Management Limited Partnership
91. AOR of Texas Management, LLC
92. AOR Real Estate, Inc. (AOR Real Estate, LLC)
93. AOR Real Estate, LLC
94. AOR Synthetic Real Estate, Inc. (AOR Synthetic Real Estate, LLC)
95. AOR Synthetic Real Estate, LLC
96. AORIP, Inc.
97. AORT Holding Company, Inc. (AORT Holding Company, LLC)
98. AORT Holding Company, LLC
99. AORT LP, LLC
100. Aporana AS
101. Apotheke "Zum Bergmann" Mag.pharm. Sabine Tuttner KG, LG Leoben
102. Apotheke "Zur heiligen Dreifaltigkeit" Mag. pharm. Edith Schuller-Grundnig KG, Landesgericht Korneuburg
103. Apotheke "Zur Mutter Gottes" Mag. pharm. Karin Nozicka KG, HG Wien
104. Apotheke Atzgersdorf Mr. Hermann Latzin KG, Wien
105. Apotheke im Messepark Mag. pharm. Dietmar Purin KG, LG Feldkirch
106. Apotheke Niklasdorf Mag. pharm. Matthias Schöggel KG, LG Leoben
107. APOTHEKE U1 TROSTSTRASSE, Mag. pharm. Max Wellan KG, HG Wien
108. Apotheke Zum heiligen Antonius Mag. pharm. Walter Staschek KG, LG Wiener Neustadt
109. Apotheke zum heiligen Schutzengel Mag.pharm. Barbara Penz-Arzberger KG, Landesgericht Graz
110. Apotheke zum Patriarchen Mag. pharm. Brigitte Kölbl KG, HG Wien
111. Apotheke Zur hl. Dreifaltigkeit Mag. pharm. Doris Richter KG, LG Wiener Neustadt
112. Apotheke Zur Hütte Mag. pharm. Mrak KG, LG Leoben
113. Apovest AS
114. Apovest Drift AS
115. Art Acquisition Subsidiary, Inc.
116. Ascalon International, Inc.
117. ATLAS Travel Clinic Limited, England
118. Attentus Medical Sales, Incorporated (Attentus Medical Sales, LLC)
119. Attentus Medical Sales, LLC
120. Awarix, Inc.
121. Axis Medical Management, Inc.

122. AYRSHIRE PHARMACEUTICALS LIMITED, Scotland
123. AZIENDA FARMACEUTICA MUNICIPALE di Cremona S.p.A., CCIAA di Cremona
124. Azienda Farmacie Milanesi S.p.A., CCIAA di Milano
125. Babbingore Limited, Dublin
126. BAILLIESTON HEALTH CENTRE PHARMACY LIMITED, Scotland
127. Ballycane Pharmacy Limited, Ireland
128. BANNISTER & THATCHER LIMITED, England
129. BARCLAY PHARMACEUTICALS (ATHERSTONE) LIMITED, England
130. BARCLAY PHARMACEUTICALS LIMITED, England
131. BARLEY CHEMISTS HOLDINGS LIMITED, England
132. BARRY SHOOTER (ROMFORD) LIMITED, England
133. BDI Pharma, Inc. (BDI Pharma, LLC)
134. BDI Pharma, LLC
135. Beausejour Drugs Limited
136. BEAUTY CARE DRUGSTORES LIMITED, England
137. Beldere Corporation
138. BeneVi Health LLC (Biologics, Inc.)
139. BENU Apotheken B.V., Chamber of commerce Amsterdam
140. BENU Nederland BV, Kamer van Koophandel Amsterdam
141. BERKSHIRE MEDICAL SUPPLIES LIMITED, England
142. BETTERLIFEHEALTHCARE LIMITED, England
143. BIG PHARMA LIMITED, Scotland
144. Biologics, Inc.
145. Blackhall Pharmaceutical Distributors Limited
146. Blackhawk Development LLC
147. Blackstaff Pharmaceuticals Limited, England
148. Blomsterdalen Apotek AS
149. Blue Medical Supply, Inc. (McKesson Medical-Surgical Inc.)
150. Boad Seven, Inc.
151. BOFH Holdings Unlimited Company, Ireland
152. Bottomline Medical Solutions, LLC (Linear Holdings, LLC)
153. Breamor Pharmacy Limited, Ireland
154. Brevard Radiation Oncology, LLC
155. Brickyard Acquisition Inc. (Biologics, Inc.)
156. BRIDPORT MEDICAL CENTRE SERVICES LIMITED, England
157. Brocacef Groep N.V., Maarssen
158. Brockton Radiation Oncology, LLC
159. Brooklyn Radiation Oncology, LLC
160. Brukar Enterprises, Inc.
161. Bullet Acquisition Corporation
162. CAHILL MAY ROBERTS GROUP LIMITED, Dublin
163. California Golden State Finance Company
164. Camic Pharmacies Limited, Ireland
165. Canada Distribution Holdings Limited Partnership
166. Canada Retail Holdings Limited Partnership Societe en Commandite Gestion Detail Canada
167. Cancer Treatment Associates of Northeast Missouri, Ltd.
168. CARONET TRADING LIMITED, England
169. Carrollton Radiation Therapy Center, LLC
170. Cascade Medical Supply, Inc. (McKesson Medical-Surgical Minnesota Supply Inc.)
171. Cavalier Acquisition Company LLC
172. CCCN NW Building JV, LLC
173. Celesio Business Services Ltd., Ireland
174. CENTRALE D'ADMINISTRATION DE BIENS IMMOBILIERES, Bobigny
175. CGSF Funding Corporation (CGSF Funding LLC)
176. CGSF Funding LLC
177. Chem Labs Limited, Dublin
178. CHNG Newco LLC
179. CHNG NewSub Inc.
180. City Properties, S.A.
181. Civiche Farmacie Desio S.p.A., Italy
182. Claimone, LLC (Linear Holdings, LLC)
183. ClaimSecure Inc. (SUCCESSOR)
184. CLARK CARE GROUP LIMITED, England
185. CLARK MUNRO LIMITED, Scotland
186. ClarusONE Sourcing Services LLP
187. Clinicians Database, L.L.C.
188. CMR Holdings Ltd, Dublin
189. Coleham, Dublin
190. Colorado Cancer Centers, LLC
191. Combined Enterprises Corporation

192. COMPANY CHEMISTS ASSOCIATION LIMITED, England
193. COMPTOIR MONEGASQUE DE BIOCHIMIE, Monaco
194. COMPTOIR PHARMACEUTIQUE MEDITERRANEEN, Monaco
195. CONSORZIO SERVIZI SALUTARI S.C.A. R.L., Italy
196. CookCo, Inc.
197. Cophana SA, Belgium
198. Corporation Groupe Pharmessor/Pharmessor Group Corporation (SUCCESSOR 10/01/2017)
199. Corporation of America
200. CoverMyMeds LLC
201. CoverMYMeds Specialty Pharmacy Holdings LLC
202. CoverMYMeds Specialty Pharmacy LLC
203. CPG Industries, Inc.
204. Crocker Plaza Company (Crocker Plaza LLC)
205. Crocker Plaza LLC
206. CROSS AND HERBERT (DEVON) LIMITED, England
207. CROSS AND HERBERT (HOLDINGS) LIMITED, England
208. CROSS AND HERBERT LIMITED, England
209. Crowley's Blackrock Limited, Dublin
210. Cypress Import Brokerage LLC
211. Cypress Medical Products LLC
212. D & K Healthcare Resources LLC
213. D & K Healthcare Resources, Inc. (D & K Healthcare Resources LLC)
214. D & K Pharmacy Solutions, Inc.
215. D & K Receivables Corporation
216. D.F. O'Neill (Chemists) Ltd, Dublin
217. Dale Apotek AS
218. Danubia-Apotheke Mag. pharm. Barbara Sedelies KG, HG Wien
219. Dargle Pharmacies Holdings Limited, Ireland
220. DATACARE Datenpflege des Pharmagroßhandels Ges.m.b.H., HG Wien
221. DATAPHARM, Paris
222. Daytona Beach Radiation Oncology, LLC
223. DC Land Company
224. DCAZ Land Company
225. Delta Clinical Research, LLC
226. DEPOTRADE, Bobigny
227. Derm Vantage, LLC
228. Diana-Apotheke Dr. et Mag. pharm. Michaela Stipsits KG, LG Eisenstadt
229. Die Apotheke Ebenfurth, Mag.pharm. Beate Haage-Löwe KG, LG Wiener Neustadt
230. Dispensing Solutions Acquisition Corporation (DS Holdings, Inc.)
231. Dispensing Solutions, Inc. (Dispensing Solutions, LLC)
232. Dispensing Solutions, LLC (DS Holdings, Inc.)
233. Ditt Apotek Amfi Os AS
234. Ditt Apotek Rodberg AS
235. Ditt Apotek Sorumsand AS
236. Diversified Healthcare, LLC
237. Dix Bulles Pharma, Belgium
238. DLI Market Intelligence ApS, Denmark
239. DOL Pharmacy Limited, Ireland
240. Donnybrook Pharmacy Limited, Ireland
241. Downtown Los Angeles Radiation Oncology, LLC
242. DS Holdings, Inc. (DS Holdings, LLC)
243. DS Holdings, LLC (McKesson Medical-Surgical Top Holdings Inc.)
244. DSRX, Inc. (DS Holdings, Inc.)
245. Dublin 2016 Acquisition, LLC
246. Dublin Holdings Acquisitions, LLC (Vantage Oncology Holdings, LLC)
247. Dublin POS I Acquisition Corp. (POS I Corp.)
248. East Indy CC, LLC
249. ECLIPSE HEALTHCARE LIMITED, England
250. Edwards Medical Supply, Inc.
251. EM Acquisition Corporation
252. Emploi AS
253. Engel-Apotheke Mag. pharm. Susanne Zauner KG, LG Wiener Neustadt
254. Ephrata Diamond Spring Water Co.
255. ESCON (ST NEOTS) LIMITED, England
256. Espafarmed S.L., Belgium
257. EUROSANTE (Société en liquidation), Luxembourg
258. Evesland Limited, Dublin
259. EVOLUTION HOMECARE SERVICES LIMITED, England
260. EXPERT HEALTH LIMITED, England
261. Family Pharmacy @ Las Colinas LLC
262. Fana Apotek AS
263. FAR.CO.SAN S.p.A., CCIAA di Arezzo
264. FARILLON LIMITED, England

265. Farmacia Garbatella I S.r.l., Italy
266. Farmacie Comunali di Modena S.p.A., Italy
267. Farmacie Comunali di Padova S.p.A., Italy
268. Farmacie di Sassuolo S.p.A., Italy
269. Farmacie Pratesi Pratoforma S.p.A., CCIAA di Prato
270. FARMALVARION S.R.L. SOCIO UNICO, Italy
271. FASTPRO International, Inc.
272. Federal Medical Supplies, Inc. (McKesson Medical-Surgical Minnesota Supply Inc.)
273. Felview Limited, Dublin
274. First Aid Service, Inc.
275. First Choice Medical Supply Holding, Inc. (First Choice Medical Supply Holding, LLC)
276. First Choice Medical Supply Holding, LLC
277. First Choice Medical Supply, LLC
278. FIRTH & PILLING LIMITED, England
279. Flex-Master Technology Holdings, Inc.
280. Floriani-Apotheke Mag.pharm. Doris Leykauf KG, LG Graz
281. Foremost de Venezuela, S.A. (Forvensa)
282. Foremost Homes Hawaii, Ltd.
283. Foremost Iran Corporation
284. Foremost Shir, Inc.
285. Foremost Tehran, Inc.
286. FOSTER & PLUMPTON GROUP LIMITED, England
287. FOSTER & PLUMPTON LIMITED, England
288. Foundation For Opioid Response Efforts
289. G J MALEY LIMITED, Isle Of Man
290. G K CHEMISTS (GLOS) LIMITED, England
291. G K CHEMISTS LIMITED, England
292. GEHE Immobilien GmbH & Co. KG, Stuttgart
293. GEHE Immobilien Verwaltungs-GmbH, Stuttgart
294. GEHE Pharma Handel GmbH, Stuttgart
295. General Medical Inc.
296. GEORGE STAPLES (STOKE) LIMITED, England
297. Gerard Ryan Pharmacy (Clonmel) Limited, Dublin
298. GERSTHOFER-APOTHEKE Mag.pharm. Elisabeth Reissegger KG, HG Wien
299. Giardina Enterprises, Inc.
300. Glendale Radiation Oncology, LLC (Vantage Oncology Treatment Centers, LLC)
301. Golden State Company, Ltd.
302. Golden State Corporate Services LLC
303. Golden State Insurance Company Limited
304. Golden State Milk Products Company
305. Goodman Manufacturing Company
306. Gorrys Pharmacy Limited, Ireland
307. Goviltown Limited, Westmeath
308. GPL 2007 LIMITED, England
309. GRAEME PHARMACY (STIRLING) LIMITED, Scotland
310. GREENS PHARMACEUTICAL (HOLDINGS) LIMITED, England
311. Greenville Radiation Care, Inc.
312. Greystones Pharmacy Limited, Dublin
313. GROUPE PHR, France
314. Gulf South Medical Supply, Inc. (Gulf South Medical Supply, LLC)
315. Gulf South Medical Supply, LLC
316. Gwinnett Radiation Oncology, LLC
317. H THATCHER LIMITED, England
318. Haleston Enterprises Limited, Dublin
319. HBO & Company (VI), Inc.
320. HBO & Company of Georgia
321. HBOC Ventures, Inc.
322. HC Beteiligungsgesellschaft mbH, HG Wien
323. HDSC Acquisition Corp.
324. Health Data Sciences Corporation
325. Health Mart Atlas, LLC
326. Health Mart Systems, Inc.
327. HEALTH NEEDS LIMITED, England
328. HEALTHCLASS LIMITED, England
329. Heinz Management Co.
330. Helmar Holdings Limited, Dublin
331. HEP HealthQx Holdings, Inc. (McKesson Technologies Inc.)
332. Herba Chemosan Apotheker-AG, HG Wien
333. HERBERT FERRYMAN LIMITED, England
334. Hercules Parent LLC
335. Herz - Jesu Apotheke Mag. pharm. Marianne Keller KG, HG Wien

336. Herz Jesu Apotheke & Parfümerie Mag. pharm. Ingrid Heller KG, LG Feldkirch
337. HF Land Company
338. HFN of Northwest Florida, Inc.
339. HIGGINS & SON (CHEMISTS) LIMITED, England
340. HILL-SMITH (WARRINGTON) LIMITED, England
341. HisComp Co., Zee Medical Service Co.
342. HMS Acquisition Corp.
343. HOLLYFAR - Marcas e Comunicação, Unipessoal, Lda., Portugal
344. HOLMSCROFT HC LIMITED, Scotland
345. HOLON, S.A., Portugal
346. Honeybee Bridge LLC
347. HTP Inc. (HTP LLC)
348. HTP LLC
349. Hubertus-Apotheke Mag.pharm. E. Klettenhofer KG, HG Wien
350. HUSKY AQUISITION INC.
351. Hygeia Bottled Water, Inc.
352. HYWEL DAVIES (CAERPHILLY) LIMITED, England
353. IHA Corp.
354. Imagine Health, Inc.
355. INDEPENDENT PHARMACY CARE CENTRES (2008) LIMITED, England
356. Indian River Radiation Oncology, LLC
357. Infolab, LLC
358. Innovent Oncology, LLC
359. INSPIRON DISTRIBUTION LIMITED, England
360. Integrated Cancer Care, LLC
361. Integrated Pathology Services
362. IntelliClaim, Inc.
363. Inten GmbH, Stuttgart
364. Intercal, Inc.
365. International Dairy Engineering Co. of Asia, Inc.
366. InterQual Inc.
367. intraFUSION GP, LLC
368. Intrafusion Holding Corp.
369. intraFUSION Purchasing Network, LLC
370. intraFUSION Research Network, LLC
371. Inviva, McKesson Pharma Care Network Corporation / La Corporation Inviva, Réseau de soins pharmacologiques McKesson (SUCCESSOR)
372. Iowa Pharmaceutical Services, LLC
373. IPCC LIMITED, England
374. IPD Holdings, Inc.
375. J S DENT LIMITED, England
376. Bradbury (Surgical) Limited, Northern Ireland
377. J.G. Crowley Pharmacy Limited, Dublin
378. JACS, Inc.
379. Jaron, Inc.
380. Jeffersonville Radiation Technology, LLC
381. Jessheim Apotek AS
382. Jewett Drug Co.
383. Jewett Drug LLC
384. Johannes Apotheke Mag. pharm. Deutsch KG, LG Graz
385. JOHN BELL & CROYDEN LIMITED, England
386. JOHN HAMILTON (PHARMACEUTICALS) LIMITED, Scotland
387. Jupiter Acquisition Ltd.
388. Kairnburry, Dublin
389. Kathleen Properties Subdivision Association, Inc.
390. Keling Limited
391. Keltman Pharmaceuticals, Inc. (Linear Holdings, LLC)
392. Kemofarmacija, veletrgovina za oskrbo zdravstva, d.d., Ljubljana
393. Keystone/Ozone Pure Water Company
394. Kilshallow Limited, Dublin
395. KINGSWOOD CHEMISTS LIMITED, England
396. KINGSWOOD GK LIMITED, England
397. Kitco, Inc.
398. Knowledgeable Healthcare Solutions, Inc.
399. Kreuz-Apotheke KG, HG Wien
400. KWS & P, Inc
401. KWS & P/SFA, Inc.
402. KYLE & CARRICK HOLDINGS LIMITED, Scotland
403. Laboratoria Flandria NV, Belgium
404. Laboratory Supply Company
405. Labsco Holdings, Inc. (McKesson Medical-Surgical Inc.)
406. Leesburg Radiation Oncology, LLC
407. LEVELCROWN LIMITED, England
408. Liberty Real Estate NJ LLC
409. Lind-Apotheke Mag. pharm. Alexander Telesko KG, LG Klagenfurt
410. Linear Holdings, Inc. (McKesson Medical-Surgical Top Holdings Inc.)
411. Linear Holdings, LLC (Linear Holdings, Inc.)

412. Linear Medical Solutions, LLC
413. LINFORD PHARMACIES LIMITED, England
414. LISEAPOTEKENE AS
415. Lissone Farmacie S.p.A., CCIAA di Monza e Brianza
416. LIVINGSTON HEALTH CENTRE (P.D) CO. LIMITED, Scotland
417. LKW, Inc.
418. LLOYDS CHEMISTS LIMITED, England
419. LLOYDS CHEMISTS RETAIL (NORTHERN) LIMITED, England
420. LLOYDS CHEMISTS RETAIL LIMITED, England
421. LLOYDS GROUP PROPERTIES LIMITED, England
422. Lloyds Pharmacy Clinical Homecare Limited, England
423. LLOYDS PHARMACY LIMITED, England
424. LLOYDS PROPERTIES LIMITED, England
425. LLOYDS Property Management Company Belgium S.A., Belgium
426. LLOYDS RETAIL CHEMISTS LIMITED, England
427. Lloyds Retail S.r.l., Socio Unico, Italy
428. LLOYDSFARMACIA ROMA 4 S.R.L., Italy
429. Lloydspharma Group S.A., Belgium
430. Lloydspharma S.A., Belgium
431. Lloydspharmacy Ireland Limited, Dublin
432. Lory Apotheke Mag. pharm. Karin Eichinger KG, HG Wien
433. LP Clinical Homecare Group Limited, England
434. LPL ONE LIMITED, England
435. M H GILL LIMITED, England
436. M PAYNE & CO LIMITED, England
437. Macfor International Finance Company
438. MACON Acquisition Corp.
439. Macro Helix LLC
440. Madison Acquisition Inc.
441. Marathon Acquisition Subsidiary, Inc.
442. Mariahilf-Apotheke Mag. pharm. Christoph Rücklinger KG, LG St. Pölten
443. Mariahilf-Apotheke Mag. pharm. Helga Mann KG, Landesgericht Graz
444. Marien-Apotheke Mag. pharm. Thomas Job KG, LG Eisenstadt
445. Marien-Apotheke, Mag.pharm. Eva Grabner KG, Landesgericht Korneuburg
446. Maryland First Aid Co., Inc.
447. MASTA Limited, England
448. Masters Drug Company, Inc.
449. MATIS Immobilien OHG, Stuttgart
450. Maurice F. Dougan Limited, Dublin
451. May Roberts Ltd, Dublin
452. MCK Acquisition Corp.
453. McK International Financial Holdings (Barbados) SRL
454. McKesson (Cayman Islands) Inc.
455. McKesson (Shanghai) Trading Company Limited
456. McKesson + Strategic Solutions ULC / Solutions Strategiques McKesson + ULC
457. McKesson Automation Systems Inc.
458. McKesson Belgium Holdings SPRL, Belgium
459. McKesson Canada Corporation/La Corporation McKesson Canada (SUCCESSOR)
460. McKesson Canada Finance IA ULC
461. McKesson Canada Finance IB ULC
462. McKesson Capital Funding Corp.
463. McKesson Capital Funding Corporation
464. McKesson Capital LLC
465. McKesson Central Fill LLC (McKesson Distribution Holdings LLC)
466. McKesson Contract Research Organization LLC
467. McKesson Cork Business Solutions Unlimited Company
468. McKesson Corporate Properties, Inc.
469. McKesson Corporation
470. McKesson Development Corp.
471. McKesson Distribution Holdings LLC
472. McKesson Drug Company LLC
473. McKesson Europe AG
474. McKesson Europe Holdings GmbH & Co. KGaA
475. McKesson Europe Holdings Verwaltungs GmbH
476. McKesson Financial Holdings II Unlimited Company
477. McKesson Financial Holdings Unlimited Company
478. McKesson Financing Trust III
479. McKesson Financing Trust IV
480. McKesson Foundation Inc.

- | | |
|--|--|
| 481. McKesson FRANCE HOLDINGS, Bobigny | 510. McKesson International Bermuda IP5B Unlimited (McKesson International Bermuda IP5A Limited) |
| 482. McKesson France Retail, Bobigny B | 511. McKesson International Bermuda Opco1A Limited |
| 483. McKesson Funding Company of Canada | 512. McKesson International Bermuda Opco1B Unlimited (McKesson International Bermuda Opco1A Limited) |
| 484. McKesson Global Procurement & Sourcing Limited | 513. McKesson International Bermuda Opco3A Limited |
| 485. McKesson Global Sourcing Limited | 514. McKesson International Bermuda Opco3B Unlimited (McKesson International Bermuda Opco3A Limited) |
| 486. McKesson Global Sourcing Limited [Irish Branch] | 515. McKesson International Bermuda Opco4A Limited |
| 487. McKesson Health Solutions Holdings LLC | 516. McKesson International Bermuda Opco4B Unlimited |
| 488. McKesson Health Solutions LLC | 517. McKesson International Finance III Limited (McKesson US Finance Corporation) |
| 489. McKesson Health Solutions Puerto Rico Inc. | 518. McKesson International Finance S.a.r.l. |
| 490. McKesson Health Solutions Texas Inc. | 519. McKesson International Holdings III S.a.r.l. |
| 491. McKesson High Volume Solutions Inc. | 520. McKesson International Holdings IV S.a.r.l. |
| 492. McKesson Information Solutions Finance S.a.r.l. | 521. McKesson International Holdings S.a.r.l. |
| 493. McKesson Information Solutions Holdings II S.a.r.l. | 522. McKesson International Holdings Unlimited Company |
| 494. McKesson Information Solutions Holdings III S.a.r.l. | 523. McKesson International Holdings VI S.a.r.l. |
| 495. McKesson Information Solutions Holdings IV S.a.r.l. | 524. McKesson International Holdings VII S.a.r.l. |
| 496. McKesson Information Solutions Holdings V S.a.r.l. | 525. McKesson International Investment Corp. |
| 497. McKesson Information Solutions III LLC | 526. McKesson International Ireland I Limited |
| 498. McKesson Information Solutions Inc. (McKesson Information Solutions LLC) | 527. McKesson International LLC |
| 499. McKesson Information Solutions IV LLC | 528. McKesson International Malaysia Sdn Bhd |
| 500. McKesson Information Solutions LLC | 529. McKesson International S.a.r.l. |
| 501. McKesson Information Solutions Topholdings S.a.r.l. | 530. McKesson International Topholdings S.a.r.l. |
| 502. McKesson Information Solutions UK Limited | 531. McKesson Ireland Limited |
| 503. McKesson International Bermuda IP2A Limited | 532. McKesson Logistics Solutions |
| 504. McKesson International Bermuda IP2B Unlimited | 533. McKesson Medical Imaging Company Ltd. (predecessor) |
| 505. McKesson International Bermuda IP3A Limited | 534. McKesson Medical-Surgical FDT Inc. |
| 506. McKesson International Bermuda IP3B Unlimited (McKesson International Bermuda IP3A Limited) | 535. McKesson Medical-Surgical Government Solutions LLC |
| 507. McKesson International Bermuda IP4A Limited | 536. McKesson Medical-Surgical Holdings Inc. |
| 508. McKesson International Bermuda IP4B Unlimited (McKesson International Bermuda IP4A Limited) | 537. McKesson Medical-Surgical Inc. |
| 509. McKesson International Bermuda IP5A Limited | 538. McKesson Medical-Surgical Iowa Inc. |

539. McKesson Medical-Surgical Iowa Supply Inc.
540. McKesson Medical-Surgical Maine Inc.
541. McKesson Medical-Surgical Manufacturing Inc.
542. McKesson Medical-Surgical MediMart Inc.
543. McKesson Medical-Surgical MediNet Inc.
544. McKesson Medical-Surgical Minnesota Inc. (McKesson Medical-Surgical Holdings Inc.)
545. McKesson Medical-Surgical Minnesota Supply Inc.
546. McKesson Medical-Surgical Supply Chain Services LLC
547. McKesson Medical-Surgical Top Holdings Inc.
548. McKesson Medication Management Holdings Inc.
549. McKesson Medication Management Virgin Islands Inc.
550. McKesson Norway Holdings AS
551. McKesson Pharmacy Optimization LLC
552. McKesson Pharmacy Systems Canada ULC
553. McKesson Pharmacy Systems LLC
554. McKesson Plasma and Biologics LLC
555. McKesson Prescription Drug Plan LLC
556. McKesson Property Company, Inc.
557. McKesson Purchasing Company LLC
558. McKesson Services Inc. (McKesson Services LLC)
559. McKesson Services LLC
560. McKesson Sourcing Services Inc.
561. McKesson Specialized Distribution Inc. / McKesson Distribution Specialisee Inc. (Successor)
562. McKesson Specialty Arizona Inc.
563. McKesson Specialty Care Distribution Corporation (McKesson Specialty Care Distribution LLC)
564. McKesson Specialty Care Distribution JV LLC
565. McKesson Specialty Care Distribution LLC
566. McKesson Specialty Corporation
567. McKesson Specialty Distribution LLC
568. McKesson Specialty Health Innovative Practice Services, LLC
569. McKesson Specialty Health Management Services LLC
570. McKesson Specialty Health Pharmaceutical & Biotech Solutions, LLC
571. McKesson Specialty Health Pharmaceutical & Biotech Solutions, LP (McKesson Specialty Health Pharmaceutical & Biotech Solutions, LLC)
572. McKesson Specialty Health Technology Products LLC
573. McKesson Specialty Pharmacy, LP (RxC Acquisition Company)
574. McKesson Specialty Prescription Services (Atlantic) Corporation/Corporation McKesson Services de Prescription Spécialisée (Atlantique)
575. McKesson Specialty Prescription Services (B.C.) Corporation
576. McKesson Specialty Prescription Services Corporation
577. McKesson SPS (Manitoba) Corporation
578. McKesson Strategic Services Limited
579. McKesson Technologies Inc.
580. McKesson Trading Company
581. McKesson Transportation Systems, Inc.
582. McKesson UK Finance I Limited
583. McKesson UK Finance II Limited
584. McKesson UK Finance V Limited
585. McKesson UK Holdings Limited
586. McKesson US Finance Corporation
587. McKesson US Holdings GP
588. McKesson Ventures LLC
589. McKesson Ventures Unlimited Company
590. McQueary Bros. Drug Company
591. McQueary Bros. Drug Company, LLC
592. McSweeney Dispensers 10 Limited, Ireland
593. McSweeney Dispensers 23 Limited, Ireland
594. MDD pharma N.V., Belgium
595. MED3000 Health Solutions Southeast
596. MED3000 RPG
597. Medaid Supply, Inc.
598. Medcon Telemedicine Technology, Inc.
599. Median Healthcare Services Unlimited Company, Ireland
600. Medical & Vaccine Products, Inc.
601. Medical Advisory Services for Travellers Abroad Limited, England
602. Medical Specialties Distributors Holdings, Inc. (MSD Parent Corporation)
603. Medical Specialties Distributors, LLC

604. Medical Specialties Holdings Corp.
(Medical Specialties Holdings II Corp.)
605. Medical Specialties Holdings II Corp.
606. Medicentres Canada Inc. (SUCCESSOR)
607. Medicine Shoppe Atlantic Corporation
608. Medicine Shoppe Canada Corporation
609. Medicine Shoppe Canada Real Estate
Corporation
610. MEDIMART LIMITED, England
611. MediVation, Inc.
612. MedVentive Inc.
613. MeMed CZ s.r.o., Praha
614. Menges Medizintechnik Schweiz AG,
Sankt Gallen
615. Merlin Subsidiary Inc.
616. Merrick Healthcare Limited
617. Metabolic Healthcare Holdings Limited,
England
618. Metabolic Healthcare Limited, England
619. Metropolitan Integrated Cancer Center,
L.L.C.
620. MH/USON Radiation Management
Company, LLC
621. MHD-USO General, LLC
622. MHD-USO Management Company, LP
623. MHS Connecticut LLC
624. Michigan Pharmaceutical Services, LLC
625. Mid-Atlantic Radiation Oncology LLC
626. Millennium Merger Corporation
627. Mohawk Liqueur Corporation
628. Mohren-Apotheke Mag. Christian Müller
KG, LG Graz
629. Moore Medical LLC (McKesson Medical-
Surgical Government Solutions LLC)
630. Mosaic Acquisition Corporation
631. MOUNT PHARMACY LIMITED,
England
632. MSA Products LLC
633. MSD Acquisition Corp. (Medical
Specialties Holdings Corp.)
634. MSD Parent Corporation (MSD
Acquisition Corp.)
635. Multum Information Services, Inc.
636. MUNRO PHARMACY LIMITED,
Scotland
637. MWPC Acquisition Corp.
638. MWPC Acquisition Corp. (PA)
639. My MHealth Limited, England & Wales
640. myhca, inc.
641. NARO, LLC
642. National Oncology Alliance, Inc.
643. Natureline, Dublin
644. NDC of Canada, Inc.
645. NDCHealth Corporation
646. NDCHealth Pharmacy Systems and
Services, Inc.
647. Nebraska Pharmaceutical Services, LLC
648. Negatron, Inc.
649. Nensi d.o.o., Ljubljana
650. NERO GP, LLC
651. New Experimental Therapeutics of San
Antonio, LLC
652. NEW KIRK PHARMACY LIMITED,
Scotland
653. New Mexico Pharmaceutical Services,
LLC
654. NewHealthCo, LLC
655. NexCura, LLC (McKesson Specialty
Health Technology Products LLC)
656. Nibelungen-Apotheke Mag. pharm.
Michaela Wachter KG, LG St. Pölten
657. Norsk Medisinaldepot AS
658. North Carolina Pharmaceutical Services,
LLC
659. Northeast Pennsylvania Radiation
Oncology, LP
660. Northern Arizona Oncology Centers, LLC
661. Northern Boulevard Radiation Oncology
Management, LLC
662. Northern San Fernando Valley Radiation
Oncology, LLC
663. Northstar Healthcare Holdings Limited
664. Northstar Healthcare Holdings Unlimited
Company
665. Northstar Healthcare Limited
666. Northstar Healthcare Unlimited Company
667. Northstar International Holdings Limited
668. Northstar Rx LLC
669. Norvern Enterprises, Inc.
670. NR Direct, Inc. (McKesson Patient Care
Solutions Inc.)
671. O'Leary Pharmacy (Lucan) Limited,
Dublin
672. OCP FORMATION, Bobigny
673. OCP PORTUGAL, PRODUTOS
FARMACÊUTICOS, S.A., Maia
674. OCP REPARTITION, Bobigny B
675. OCP, Bobigny
676. Oncology Holdings II, Inc.
677. Oncology Holdings, Inc.
678. Oncology Rehab Partners, LLC

679. Oncology Therapeutics Network Corporation
680. Oncology Today, LP
681. OnMark, Inc.
682. Optimed Health Limited, England & Wales
683. Orca Acquisition Corp.
684. Ørebekk Apotek AS
685. Oswald-Apotheke Mag. pharm. Ilse Pedevilla KG, LG Feldkirch
686. OTN Generics, Inc.
687. OTN Participant, Inc.
688. Outpatient Infusion Systems, Inc
689. Øygarden Apotek AS
690. P C Cahill & Company Limited, Dublin
691. P.L.C.E., Inc.
692. Packet Merger Sub Inc.
693. PALEMODA LIMITED, England
694. Palm Merger Sub, Inc.
695. Panther Acquisition Corporation
696. Panther-Apotheke Mag. pharm. Margarete Breyha KG., LG St. Pölten
697. Paracelsus-Apotheke Mag. pharm. Dr. Birgit Müller KG, Austria
698. Pathology Service Associates, LLC
699. Pathway Purchasing Network, LLC
700. Patient Account Management Services, Inc.
701. PAUL WHEELER LIMITED, England
702. PCB SA, Belgium
703. PEEL STREET PHARMACY LIMITED, England
704. peerVue, Inc. (DE)
705. peerVue, Inc. (NH)
706. Pemberton Marketing International Limited
707. Penn-Chem Corporation
708. PERILLA Grundstücks-Verwaltungsgesellschaft mbH & Co. KG, AG München
709. Per-Se Transaction Services, Inc.
710. PF2 McKesson Technologies Inc.
711. PF2 SpinCo Inc.
712. Pharma Belgium Belmedis SA, Belgium
713. PHARMA PARTNERS, Belgium
714. Pharma Services (NI) Limited, Northern Ireland
715. Pharmaceutical Distributors Federation Ireland Company Limited By Guarantee
716. Pharmaceutical Support Services, Inc.
717. Pharmacie Ananga-Talom, Belgium
718. Pharmacie de la Bascule, Belgium
719. PHARMACTIV DISTRIBUTION, Bobigny B
720. Pharmacy O'Riada Holdings Limited, Dublin
721. PHARMAGEN LIMITED, England
722. PHILIP GOODMAN LIMITED, England
723. PHR ANTILLES, FORT DE FRANCE
724. PhyServ Solutions, Inc.
725. Physician Micro Systems, Inc.
726. Physician Oncology Services Management Company, LLC
727. Physician Reliance Holdings, LLC
728. Physician Reliance Maryland, LP
729. Physician Reliance Network, Inc. (Physician Reliance Network, LLC)
730. Physician Reliance Network, LLC
731. Physician Reliance, L.P.
732. Physician Reliance, LLC
733. Physician Sales & Service Limited Partnership
734. Physician Sales & Service, Inc. (McKesson Medical-Surgical Top Holdings Inc.)
735. Pindsle Apotek AS
736. PMLX Limited
737. POC Management Group, LLC (Dispensing Solutions, Inc.)
738. Podiatry Online, Inc.
739. Portico Systems of Delaware, Inc.
740. POS I Corp. (Dublin 2016 Acquisition, LLC)
741. Presbyterian Cancer Center-Dallas, LLC
742. Prescribing Support Services Limited, England & Wales
743. Prima Brands Limited, Northern Ireland
744. PRIMELIGHT LIMITED, England
745. Prismedica S.A.S.
746. PRN Physician Reliance, LLC
747. Pro-AvO GmbH, Deutschland
748. Proclaim, Inc. (McKesson Medical-Surgical MediMart Inc.)
749. PRODILAB, France
750. Providence Radiation Oncology Partners LLC
751. PSS China Sourcing Limited
752. PSS Global Holdings
753. PSS Global Sourcing China Business Trust
754. PSS Global Sourcing Hong Kong Limited

- | | |
|---|--|
| 755. PSS Global Sourcing Limited [Hong Kong] | 791. Rexall/Pharma Plus Pharmacies Ltd. |
| 756. PSS HK 1 Limited | 792. Riel, Inc. |
| 757. PSS Holding, Inc. (McKesson Medical-Surgical Inc.) | 793. Riverside Radiation Oncology, LLC (Vantage Oncology Treatment Centers, LLC) |
| 758. PSS Service, Inc. (McKesson Medical-Surgical Top Holdings Inc.) | 794. R-jet, Incorporated |
| 759. PSS Southeast Asia Limited | 795. RMCC Cancer Center, Inc. (RMCC Cancer Center, LLC) |
| 760. PSS World Medical, Inc. | 796. RMCC Cancer Center, LLC |
| 761. PST Products, LLC | 797. ROSA of Eastern Shore, LLC |
| 762. PST Services, Inc. (PST Products, LLC) | 798. ROSA of Georgia, LLC |
| 763. Purchasing Alliance for Clinical Therapeutics, LLC | 799. ROSA of South Alabama, LLC |
| 764. R F FOSKETT & SON LIMITED, England | 800. ROSA of Southern New Jersey, LLC |
| 765. R GORDON DRUMMOND LIMITED, England | 801. Roth Medical Services, Inc. |
| 766. R/X Automation Solutions, LLC | 802. RPRS, LLC |
| 767. Raabtal-Apotheke Mag.pharm. Karin Drawetz KG, Landesgericht Graz | 803. RX Information Technology LLC |
| 768. Radiation Oncology Services of America, Inc. | 804. RxC Acquisition Company |
| 769. Radiotherapy Clinic Holdings, LLC | 805. RxCrossroads 3PL LLC |
| 770. Radiotherapy Clinics of Kentuckiana, LLC | 806. Ryle and De Lacy Pharmacies Limited, Ireland |
| 771. Radiotherapy Clinics of Kentuckiana-2, LLC | 807. S.K.U., Inc. |
| 772. Radius Data Solutions, LLC | 808. Salus-Apotheke Mag. pharm. Simone Gaigg KG, Salzburg |
| 773. Radius Reimbursement Services, LLC | 809. Salvator - Apotheke Mag. pharm. Gertrude Pölzl KG, LG Leoben |
| 774. Radunnco, Inc. | 810. San Bruno Mountain Ltd., A California Limited Partnership |
| 775. Rancare, Inc. | 811. Sandviken Apotek AS |
| 776. Randolph Home Care Inc. | 812. Sangers (Northern Ireland) Limited, Northern Ireland |
| 777. Randolph Medical Inc. | 813. SANOVA Pharma GesmbH, HG Wien |
| 778. RCOG Cancer Centers, LLC | 814. SAVORY & MOORE (JERSEY) LIMITED, Jersey |
| 779. Rebel Distributors Corp. (McKesson Medical-Surgical Top Holdings Inc.) | 815. SAVORY & MOORE LIMITED, Scotland |
| 780. recucare GmbH, Stuttgart | 816. SCHOLES (CHEMISTS) LIMITED, England |
| 781. recusana GmbH, Stuttgart | 817. Schutzensengelapotheke Neufeld Mag. Schweifer KG, LG Eisenstadt |
| 782. Regenbogenapotheke "Am Leberberg" Mag. pharm. Andreas Portisch KG, HG Wien | 818. Scrip Pak, LLC (Linear Holdings, LLC) |
| 783. RelayHealth Corporation (McKesson Information Solutions LLC) | 819. Script2U Holdings LLC |
| 784. Renoir Acquisition Corporation | 820. Script2U LLC |
| 785. Renoir Acquisition Corporation (DE) | 821. ScriptHero LLC |
| 786. RESEAU SANTE, BREST | 822. ScriptHero Pharmacy Holdings LLC |
| 787. RetraceHealth, Inc. | 823. ScriptHero Pharmacy LLC |
| 788. Rexall Pharmacy Group Ltd. | 824. Select RX, LLC (Linear Holdings, LLC) |
| 789. Rexall/Pharma Plus Pharmacies (BC) Ltd. | 825. SelectPlus Oncology, LLC |
| 790. Rexall/Pharma Plus Pharmacies (Sask) Ltd. | 826. Sens Arbeidsinkludereng AS |
| | 827. Sens Eiendom AS |
| | 828. Sens Gruppen AS |
| | 829. Sens Utvikling AS |

- | | |
|---|---|
| 830. SERVICE DE LA REPARTITION PHARMACEUTIQUE, Paris | 863. Stat RX USA, LLC (Linear Holdings, LLC) |
| 831. SF Valley Derm Equipment I, LLC | 864. STATIM FINANCE LIMITED, England |
| 832. Sherman Oaks Radiation Oncology, LLC (Vantage Oncology Treatment Centers, LLC) | 865. STEPHEN SMITH LIMITED, Guernsey |
| 833. Sherman Oaks Radiation Technology, LLC (Vantage Oncology Treatment Centers, LLC) | 866. Sterling Medical Services, LLC (McKesson Patient Care Solutions Inc.) |
| 834. Shoup Properties, Inc. | 867. STQ LLC |
| 835. SHS V Medtech Investments GmbH & Co. KG | 868. Strategic Health Alliance II, Inc. |
| 836. Simply Medical LLC | 869. Strategic Health Alliance Management Corp. |
| 837. SIVEM Pharmaceuticals ULC/SIVEM Produits Pharmaceutiques ULC | 870. Strategic Sourcing Services LLC |
| 838. Six R Investments, Inc. | 871. Streator Radiation Oncology, LLC |
| 839. SOCIETE COOPERATIVE OUEST PARTAGE, BREST | 872. Stubaital-Apotheke Mag.pharm. Christian Kernstock KG, LG Innsbruck |
| 840. SOCIETE D'ETUDES ET DE REALISATIONS INFORMATIQUES, Monaco | 873. Summa Script LLC |
| 841. Sofarmex BVBA, Belgium | 874. Sund Apotek AS |
| 842. Sofiadis SCRL, Belgium | 875. SUPERFIELD LIMITED, England |
| 843. Soldier Acquisition Corporation | 876. Supplylogix LLC |
| 844. SOPI The Lough Limited, Ireland | 877. T AND I WHITE LIMITED, England |
| 845. SOPI Youghal Limited, Ireland | 878. T. Sheridan Sales & Marketing, Dublin |
| 846. SourceTenn LLC | 879. Tabor Apotheke Mag. pharm. Wolfram Schaden KG, LG Steyr |
| 847. South Alabama Cancer Centers, LLC | 880. Targa Parent Holdings, LLC |
| 848. South Bay Radiation Oncology, LLC | 881. TBC Products, Inc. |
| 849. South Pacific Medical Inc. | 882. Temperature Controlled Pharmaceuticals Limited |
| 850. Southeast Merger Corp. | 883. Test Corporation changed 2 GM 3 AG |
| 851. Southeast Texas Cancer Centers, L.P. | 884. Test Entity - Corporation |
| 852. Southern California Radiation Oncology, LLC | 885. Test Entity - Corporation (Glenette) |
| 853. Spider Acquisition Corporation | 886. Test Entity - LLC (Anne) |
| 854. Spirit Acquisition Corporation | 887. Test Entity - LLC (Glenette) |
| 855. Spring Valley Industries, LLC | 888. Test Entity - LLC (Karen) |
| 856. St. Louis Pharmaceutical Services, LLC | 889. Test Entity - LLC (Melissa) |
| 857. St. Lucas-Apotheke Mag.pharm. Ilona Elisabeth Leitner KG, HG Wien | 890. Test Entity - LP |
| 858. St. Markus Apotheke Dr. Elke Kramberger-Kaplan KG, LG Linz | 891. Test Entity - Manager LLC |
| 859. St. Richard Apotheke Mag.pharm. Ursula Kohl KG, Landesgericht Korneuburg | 892. Test Entity - Member LLC |
| 860. Stadion-Apotheke Mag. pharm. Ulrike Grosser-Schmidt KG, LG St. Pölten | 893. Test Entity - Parent Corporation |
| 861. Stadt-Apotheke "Zur heiligen Barbara" Mag. pharm. Igor Mauritsch KG, Austria | 894. Texas Pharmaceutical Services, LLC |
| 862. Stadtapotheke Fürstenfeld Mag. pharm. Waltraud Maier KG, Landesgericht Graz | 895. Texas Proton Therapy Center, LLC |
| | 896. The Oregon Cancer Centers, Ltd. |
| | 897. Theratech, Inc. (McKesson Medical- Surgical Top Holdings Inc.) |
| | 898. Thriftymed, Inc. (McKesson Medical- Surgical Top Holdings Inc.) |
| | 899. THURNBY ROSE LIMITED, England |
| | 900. Titus Home Health Care LLC |
| | 901. Tjellesen Max Jenne A/S, Rodovre |
| | 902. Todin A/S, Denmark |
| | 903. TOPS Pharmacy Services, Inc. |
| | 904. Tower Radiation Technology, LLC |
| | 905. Tracer Enterprises LLC |

906. Tri-State Radiation Oncology Centers, LLC
907. Tuna Acquisition Corp.
908. Tyler Radiation Equipment Leasing, LLC
909. Unicare Dispensers 16 Limited, Ireland
910. Unicare Dispensers 27 Limited, Ireland
911. Unicare Dispensers 5 Limited, Ireland
912. Unicare Pharmacy Group Limited, Dublin
913. United Drug (Wholesale) Limited
914. United Drug Distributors Ireland Limited
915. Unity Oncology, LLC
916. Urbani-Apotheke Mag. pharm. Bernhard Prattes KG, LG Graz
917. US Oncology Corporate, Inc.
918. US Oncology Holdings, Inc.
919. US Oncology Lab Services, LLC
920. US Oncology Pharmaceutical Services, LLC
921. US Oncology Pharmacy GPO, L.P.
922. US Oncology Reimbursement Solutions, LLC
923. US Oncology Research, Inc. (US Oncology Research, LLC)
924. US Oncology Research, LLC
925. US Oncology Specialty, LP
926. US Oncology, Inc.
927. USCITA LIMITED, England
928. USON Insurance Company
929. USON Risk Retention Group, Inc.
930. Utah Acquisition Corporation
931. Valley Equipment Company
932. Vantage Acquisition Company, LLC (Vantage Oncology, LLC)
933. Vantage Acquisition Finance, LLC (Vantage Oncology, LLC)
934. Vantage Cancer Care - Alabama, LLC (Vantage Cancer Care Networks, LLC)
935. Vantage Cancer Care - Indiana, LLC (Vantage Cancer Care Networks, LLC)
936. Vantage Cancer Care - New Mexico, LLC (Vantage Cancer Care Networks, LLC)
937. Vantage Cancer Care Network of Alabama, LLC (Vantage Cancer Care Networks, LLC)
938. Vantage Cancer Care Network of Indiana, LLC (Vantage Cancer Care Networks, LLC)
939. Vantage Cancer Care Network of New Mexico, LLC (Vantage Cancer Care Networks, LLC)
940. Vantage Cancer Care Networks, LLC
941. Vantage Cancer Centers of Georgia, LLC
942. Vantage Central Ohio Radiation Therapy, LLC
943. Vantage Equipment Acquisition, LLC
944. Vantage Exton Radiation Oncology, LLC
945. Vantage Medical Management Services, LLC
946. Vantage Mokena Radiation Oncology, LLC
947. Vantage Oncology - Brooklyn, LLC
948. Vantage Oncology Centers - Beverly Hills, LLC
949. Vantage Oncology Finance Co. (Vantage Oncology, LLC)
950. Vantage Oncology Holdings, LLC
951. Vantage Oncology LLC PAC Corporation
952. Vantage Oncology Physics, LLC
953. Vantage Oncology Treatment Centers - Brevard, LLC
954. Vantage Oncology Treatment Centers - Brockton, LLC
955. Vantage Oncology Treatment Centers - Central Florida, LLC (Vantage Oncology Treatment Centers, LLC)
956. Vantage Oncology Treatment Centers - Northern Arizona, LLC
957. Vantage Oncology Treatment Centers - Ohio, LLC (Vantage Oncology Treatment Centers, LLC)
958. Vantage Oncology Treatment Centers - San Antonio, LLC (Vantage Oncology Treatment Centers, LLC)
959. Vantage Oncology Treatment Centers - Tri-State, LLC
960. Vantage Oncology Treatment Centers, LLC
961. Vantage Oncology, LLC
962. Vantage Operational Support Services, LLC
963. Vantage Radiation Oncology Associates, LLC
964. Vantage San Antonio Radiation Oncology, LLC (Vantage Oncology Treatment Centers - San Antonio, LLC)
965. Vantage South Suburban Radiation Oncology, LLC
966. VC Services, Inc.
967. VEC GP, LLC
968. VerbalCare, LLC
969. Verdal Apotek AS
970. Very Important Products, Inc.

- 971. Visitacion Associates
- 972. Vitapharm, proizvodnja in trgovina
farmacevtskih izdelkov d.o.o., Murska
Sobota
- 973. Vitusapotek Jessheim Storsenter AS
- 974. Vitus-Apteket Torvbyen Fredrikstad AS
- 975. VOTC-Queens, LLC
- 976. Vulcan Acquisition Subsidiary, Inc.
- 977. W H CHANTER LIMITED, England
- 978. W H GREEN (CHEMISTS) LIMITED,
England
- 979. W JAMIESON (CHEMISTS) LIMITED,
England
- 980. W.H.C.P. (DUNDEE) LIMITED,
Scotland
- 981. Walsh Distribution, L.L.C.
- 982. Walsh Healthcare Solutions LLC
- 983. Walsh Healthcare Solutions, Inc.
- 984. Walsh Heartland, L.L.C.
- 985. Walsh Southwest L.L.C.
- 986. Well.ca ULC
- 987. West Florida Radiation Therapy, LLC
- 988. West Wholesale Drug Co.
- 989. WESTCLOSE LIMITED, England
- 990. Western Tumor Radiation Oncology, LLC
(Vantage Oncology Treatment Centers,
LLC)
- 991. Westside LA Derm Equipment I, LLC
- 992. WFCC Radiation Management Company,
LLC
- 993. Wickham Radiation Oncology, LLC
(Vantage Oncology Treatment Centers,
LLC)
- 994. Wiley Industries, LLC
- 995. Wilkes Barre Radiation Technology, LLC
(Vantage Oncology Treatment Centers,
LLC)
- 996. Wilkes-Barre Radiation Oncology, LLC
- 997. Windmill Realty, LLC
- 998. WOODSIDE PHARMACY (GLASGOW)
LIMITED, Scotland
- 999. World Medical Government Solutions,
LLC
- 1000. WorldMed Shared Services, Inc.
- 1001. WZ-WundZentren GmbH, AG Düsseldorf
- 1002. Ybbstal-Apotheke Mag.pharm. Adelheid
Tazreiter KG, LG St. Pölten
- 1003. Zeepro, Inc.

EXHIBIT K

Subdivision Settlement Participation Form

| | |
|----------------------|--------|
| Governmental Entity: | State: |
| 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 July 21, 2021 ("*Distributor Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Distributor Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Distributor Settlement, understands that all terms in this Participation Form have the meanings defined therein, and agrees that by signing this Participation Form, the Governmental Entity elects to participate in the Distributor Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, secure the dismissal with prejudice of any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Distributor Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Distributor 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 Distributor Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Distributor 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 Distributor Settlement.

7. The Governmental Entity has the right to enforce the Distributor Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Distributor Settlement, including, but not limited to, all provisions of Part XI, 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 Distributor 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 Distributor 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 Distributor Settlement.
10. In connection with the releases provided for in the Distributor 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, and 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 Distributor Settlement.

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

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

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT L

Settlement Fund Administrator

This Exhibit L will be appended to the Agreement prior to the Initial Participation Date pursuant to Section I.MMM.

EXHIBIT M

Settlement Payment Schedule

The below reflects the maximum payment if all States become Settling States and no offsets or reductions pursuant to this Agreement apply.

The text of this Agreement explains the terms, conditions, and underlying calculations for each of these Payments.

| | Payment 1 | Payment 2 | Payment 3 | Payment 4 | Payment 5 | Payment 6 | Payment 7 | Payment 8 | Payment 9 | Payment 10 | Payment 11 | Payment 12 | Payment 13 | Payment 14 | Payment 15 | Payment 16 | Payment 17 | Payment 18 | Total |
|----------------------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------------|--|
| Resitution/Abatement | \$792,612,857.89 | \$832,997,473.28 | \$832,997,473.28 | \$1,042,614,337.16 | \$1,042,614,337.15 | \$1,042,614,337.15 | \$1,042,614,337.15 | \$1,226,240,076.84 | \$1,226,240,076.84 | \$1,226,240,076.84 | \$1,030,778,538.44 | \$1,030,778,538.44 | \$1,030,778,538.44 | \$1,030,778,538.44 | \$1,030,778,538.44 | \$1,030,778,538.44 | \$1,030,778,538.44 | \$1,030,778,538.44 | \$18,554,013,691.11 |
| Base | \$458,881,128.25 | \$482,261,695.06 | \$482,261,695.06 | \$603,618,826.78 | \$603,618,826.77 | \$562,304,221.38 | \$562,304,221.38 | \$668,613,860.15 | \$668,613,860.15 | \$668,613,860.15 | \$555,451,916.87 | \$555,451,916.87 | \$555,451,916.87 | \$555,451,916.87 | \$555,451,916.87 | \$555,451,916.87 | \$555,451,916.87 | \$555,451,916.87 | \$10,204,707,530.09 |
| Bonus A | \$333,731,729.64 | \$350,735,778.22 | \$350,735,778.22 | \$438,995,510.38 | \$438,995,510.38 | \$408,948,524.64 | \$408,948,524.64 | \$486,264,625.57 | \$486,264,625.57 | \$486,264,625.57 | \$403,965,030.45 | \$403,965,030.45 | \$403,965,030.45 | \$403,965,030.45 | \$403,965,030.45 | \$403,965,030.45 | \$403,965,030.45 | \$403,965,030.45 | \$7,421,605,476.43 |
| Bonus B | \$208,582,331.02 | \$219,209,861.39 | \$219,209,861.39 | \$274,372,193.99 | \$274,372,193.99 | \$255,592,827.90 | \$255,592,827.90 | \$303,915,390.98 | \$303,915,390.98 | \$303,915,390.98 | \$252,478,144.03 | \$252,478,144.03 | \$252,478,144.03 | \$252,478,144.03 | \$252,478,144.03 | \$252,478,144.03 | \$252,478,144.03 | \$252,478,144.03 | \$4,638,503,422.77 |
| Bonus C | \$125,149,398.61 | \$131,525,916.83 | \$131,525,916.83 | \$164,623,316.39 | \$164,623,316.39 | \$153,355,696.74 | \$153,355,696.74 | \$182,349,234.59 | \$182,349,234.59 | \$182,349,234.59 | \$151,486,886.42 | \$151,486,886.42 | \$151,486,886.42 | \$151,486,886.42 | \$151,486,886.42 | \$151,486,886.42 | \$151,486,886.42 | \$151,486,886.42 | \$2,783,102,053.66 |
| Bonus D | | | | | | \$71,361,591.12 | \$71,361,591.12 | \$71,361,591.12 | \$71,361,591.12 | \$71,361,591.12 | \$71,361,591.12 | \$71,361,591.12 | \$71,361,591.12 | \$71,361,591.12 | \$71,361,591.12 | \$71,361,591.12 | \$71,361,591.12 | \$71,361,591.12 | \$927,700,684.60 |
| Additional Restitution Amount | \$64,615,384.62 | \$113,076,923.08 | \$105,000,000.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$282,692,307.70 |
| State Cost Fund | \$56,538,461.54 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$56,538,461.54 |
| State Outside Counsel Fee Fund | \$136,044,378.70 | \$129,230,769.23 | \$17,417,159.76 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$282,692,307.70 |
| Attorney Fee Fund | \$136,044,378.70 | \$150,934,911.25 | \$270,825,443.80 | \$183,625,739.68 | \$183,625,739.69 | \$183,625,739.69 | \$183,625,739.69 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$1,292,307,692.51 |
| MDL Expense Fund | \$40,384,615.39 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$40,384,615.39 |
| Litigating Subdivision Cost Fund | \$40,000,000.00 | \$40,000,000.00 | \$40,000,000.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$120,000,000.00 |
| Total Payment | \$1,266,240,076.84 | \$1,266,240,076.84 | \$1,266,240,076.84 | \$1,226,240,076.84 | \$1,226,240,076.84 | \$1,226,240,076.84 | \$1,226,240,076.84 | \$1,226,240,076.84 | \$1,226,240,076.84 | \$1,226,240,076.84 | \$1,030,778,538.44 | \$1,030,778,538.44 | \$1,030,778,538.44 | \$1,030,778,538.44 | \$1,030,778,538.44 | \$1,030,778,538.44 | \$1,030,778,538.44 | \$1,030,778,538.44 | \$20,628,629,075.93 Max After Credit \$491,370,923.07 Tribal/W. Va. Credit \$21,119,999,999.00 Global Settlement Amount |

EXHIBIT N

Additional Restitution Amount Allocation

| | |
|-----------------------------|----------------|
| American Samoa | 0.0269444247% |
| Arizona | 3.6430210329% |
| California | 16.2669545320% |
| Colorado | 2.7085512198% |
| Connecticut | 2.1096636070% |
| District of Columbia | 0.3322525916% |
| Guam | 0.0804074609% |
| Illinois | 5.4255643065% |
| Iowa | 1.2999070108% |
| Kansas | 1.3410510698% |
| Louisiana | 2.3525361878% |
| Maine | 0.9038789471% |
| Maryland | 3.2974316916% |
| Massachusetts | 3.6093694218% |
| Minnesota | 2.1790874099% |
| Missouri | 3.1849331362% |
| N. Mariana Islands | 0.0285222675% |
| Nebraska | 0.7246475605% |
| New Jersey | 4.3741379541% |
| New York | 9.7303039729% |
| North Carolina | 5.1803544928% |
| North Dakota | 0.3171626484% |
| Oregon | 2.2051475878% |
| Pennsylvania | 7.0279415168% |
| Tennessee | 4.2216179010% |
| Texas | 10.4894528864% |
| Virgin Islands | 0.0544915651% |
| Virginia | 3.7333854452% |
| Wisconsin | 2.8360231633% |
| Wyoming | 0.3152569876% |

EXHIBIT O

Adoption of a State-Subdivision Agreement

A State-Subdivision Agreement shall be applied if it meets the requirements of Section V and is approved by the State and by the State's Subdivisions as follows:

1. *Requirements for Approval.* A State-Subdivision Agreement shall be agreed when it has been approved by the State and either (a) Subdivisions whose aggregate "*Population Percentages*," determined as set forth below, total more than sixty percent (60%), or (b) Subdivisions whose aggregate Population Percentages total more than fifty percent (50%) provided that these Subdivisions also represent fifteen percent (15%) or more of the State's counties or parishes (or, in the case of Settling States whose counties and parishes that do not function as local governments, fifteen percent (15%) of or more of the Settling State's General Purpose Governments that qualify as Subdivisions), by number.

2. *Approval Authority.* Approval by the State shall be by the Attorney General. Approval by a Subdivision shall be by the appropriate official or legislative body pursuant to the required procedures for that Subdivision to agree to a legally binding settlement.

3. *Population Percentage Calculation.* For purposes of this Exhibit O only, Population Percentages shall be determined as follows: For States with functional counties or parishes¹⁷, the Population Percentage of each county or parish shall be deemed to be equal to (a) (1) two hundred percent (200%) of the population of such county or parish, minus (2) the aggregate population of all Primary Incorporated Municipalities located in such county or parish, divided by (b) two hundred percent (200%) of the State's population. A "*Primary Incorporated Municipality*" means a city, town, village or other municipality incorporated under applicable state law with a population of at least 25,000 that is not located within another incorporated municipality. The Population Percentage of each Primary Incorporated Municipality shall be equal to its population (including the population of any incorporated or unincorporated municipality located therein) divided by two hundred percent (200%) of the State's population; *provided that* the Population Percentage of a Primary Incorporated Municipality that is not located within a county shall be equal to two hundred percent (200%) of its population (including the population of any incorporated or unincorporated municipality located therein) divided by two hundred percent (200%) of the State's population. For all States that do not have functional counties or parishes, the Population Percentage of each General Purpose Government (including any incorporated or unincorporated municipality located therein), shall be equal to its population divided by the State's population.

4. *Preexisting Agreements and Statutory Provisions.* A State may include with the notice to its Subdivisions an existing agreement, a proposed agreement, or statutory provisions regarding the distribution and use of settlement funds and have the acceptance of such an agreement or statutory provision be part of the requirements to be an Initial Participating Subdivision.

¹⁷ Certain states do not have counties or parishes that have functional governments, including: Alaska, Connecticut, Massachusetts, Rhode Island, and Vermont.

5. *Revised Agreements.* A State-Subdivision Agreement that has been revised, supplemented, or refined shall be applied if it meets the requirements of Section V and is approved by the State and by the State's Subdivisions pursuant to the terms above.

EXHIBIT P

Injunctive Relief

I. INTRODUCTION

- A. Within ninety (90) days of the Effective Date unless otherwise set forth herein, each Injunctive Relief Distributor shall implement the injunctive relief terms set forth in Sections II through XIX (the “*Injunctive Relief Terms*”) in its Controlled Substance Monitoring Program (“*CSMP*”).
- B. The Effective Date of these Injunctive Relief Terms shall be defined by Section I.P of the Settlement Agreement, dated as of July 21, 2021, which incorporates these Injunctive Relief Terms as Exhibit P.

II. TERM AND SCOPE

- A. The duration of the Injunctive Relief Terms contained in Sections IV through XVI shall be ten (10) years from the Effective Date.
- B. McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation are referred to collectively throughout these Injunctive Relief Terms as the “*Injunctive Relief Distributors*” or individually as an “*Injunctive Relief Distributor*.” Each Injunctive Relief Distributor is bound by the terms herein.
- C. The requirements contained in Sections VIII through XV shall apply to the distribution of Controlled Substances to Customers by each Injunctive Relief Distributor’s Full-Line Wholesale Pharmaceutical Distribution Business, including by any entities acquired by the Injunctive Relief Distributors that are engaged in the Full-Line Wholesale Pharmaceutical Distribution Business. The prior sentence is not limited to activity physically performed at each Injunctive Relief Distributor’s distribution centers and includes activity covered by the prior sentence performed by each Injunctive Relief Distributor at any physical location, including at its corporate offices or at the site of a Customer with respect to Sections III through XV.

III. DEFINITIONS

- A. “*Audit Report*.” As defined in Section XVIII.H.3.
- B. “*Chain Customers*.” Chain retail pharmacies that have centralized corporate headquarters and have multiple specific retail pharmacy locations from which Controlled Substances are dispensed to individual patients.
- C. “*Chief Diversion Control Officer*.” As defined in Section IV.A.
- D. “*Clearinghouse*.” The system established by Section XVII.

- E. “*Clearinghouse Advisory Panel.*” As defined in Section XVII.B.4.
- F. “*Controlled Substances.*” Those substances designated under schedules II-V pursuant to the federal Controlled Substances Act and the laws and regulations of the Settling States that incorporate federal schedules II-V. For purposes of the requirements of the Injunctive Relief Terms, Gabapentin shall be treated as a Controlled Substance, except for purposes of Section XII for Customers located in States that do not regulate it as a controlled substance or similar designation (e.g., drug of concern).
- G. “*Corrective Action Plan.*” As defined in Section XIX.B.7.b.
- H. “*CSMP.*” As defined in Section I.A.
- I. “*CSMP Committee.*” As defined in Section VI.A.
- J. “*Customers.*” Refers collectively to current, or where applicable potential, Chain Customers and Independent Retail Pharmacy Customers. “Customers” do not include long-term care facilities, hospital pharmacies, and pharmacies that serve exclusively inpatient facilities.
- K. “*Data Security Event.*” Refers to any compromise, or threat that gives rise to a reasonable likelihood of compromise, by unauthorized access or inadvertent disclosure impacting the confidentiality, integrity, or availability of Dispensing Data.
- L. “*Dispensing Data.*” Includes, unless altered by the Clearinghouse Advisory Panel: (i) unique patient IDs; (ii) patient zip codes; (iii) the dates prescriptions were dispensed; (iv) the NDC numbers of the drugs dispensed; (v) the quantities of drugs dispensed; (vi) the day’s supply of the drugs dispensed; (vii) the methods of payment for the drugs dispensed; (viii) the prescribers’ names; (ix) the prescribers’ NPI or DEA numbers; and (x) the prescribers’ zip codes or addresses. The Clearinghouse will be solely responsible for collecting Dispensing Data.
- M. “*Draft Report.*” As defined in Section XVIII.H.1.
- N. “*Effective Date.*” As defined in Section I.B.
- O. “*Full-Line Wholesale Pharmaceutical Distribution Business.*” Activity engaged in by distribution centers with a primary business of supplying a wide range of branded, generic, over-the-counter and specialty pharmaceutical products to Customers.
- P. “*Highly Diverted Controlled Substances.*” Includes: (i) oxycodone; (ii) hydrocodone; (iii) hydromorphone; (iv) tramadol; (v) oxymorphone; (vi) morphine; (vii) methadone; (viii) carisoprodol; (ix) alprazolam; and (x) fentanyl. The Injunctive Relief Distributors shall confer annually and review this list to determine whether changes are appropriate and shall add Controlled Substances to

the list of Highly Diverted Controlled Substances as needed based on information provided by the DEA and/or other sources related to drug diversion trends. The Injunctive Relief Distributors shall notify the State Compliance Review Committee and the Monitor of any additions to the list of Highly Diverted Controlled Substances. Access to Controlled Substances predominately used for Medication-Assisted Treatment shall be considered when making such additions.

- Q. “*Independent Retail Pharmacy Customers.*” Retail pharmacy locations that do not have centralized corporate headquarters and dispense Controlled Substances to individual patients.
- R. “*Injunctive Relief Distributors.*” As defined in Section II.B.
- S. “*Injunctive Relief Terms.*” As defined in Section I.A.
- T. “*Monitor.*” As defined in Section XVIII.A.
- U. “*National Arbitration Panel.*” As defined by Section I.GG of the Settlement Agreement, dated as of July 21, 2021, which incorporates these Injunctive Relief Terms as Exhibit P.
- V. “*NDC.*” National Drug Code.
- W. “*non-Controlled Substance.*” Prescription medications that are not Controlled Substances.
- X. “*Notice of Potential Violation.*” As defined in Section XIX.B.2.
- Y. “*Order.*” A unique Customer request on a specific date for (i) a certain amount of a specific dosage form or strength of a Controlled Substance or (ii) multiple dosage forms and/or strengths of a Controlled Substance. For the purposes of this definition, each line item on a purchasing document or DEA Form 222 is a separate order, except that a group of line items either in the same drug family or DEA base code (based upon the structure of a Injunctive Relief Distributor’s CSMP) may be considered to be a single order.
- Z. “*Pharmacy Customer Data.*” Aggregated and/or non-aggregated data provided by the Customer for a 90-day period.
 - 1. To the extent feasible based on the functionality of a Customer’s pharmacy management system, Pharmacy Customer Data shall contain (or, in the case of non-aggregated data, shall be sufficient to determine) the following:
 - a) A list of the total number of prescriptions and dosage units for each NDC for all Controlled Substances and non-Controlled Substances;

- b) A list of the top five prescribers of each Highly Diverted Controlled Substance by dosage volume and the top ten prescribers of all Highly Diverted Controlled Substances combined by dosage volume. For each prescriber, the data shall include the following information:
 - (1) Number of prescriptions and doses prescribed for each Highly Diverted Controlled Substance NDC;
 - (2) Number of prescriptions for each unique dosage amount (number of pills per prescription) for each Highly Diverted Controlled Substance NDC;
 - (3) Prescriber name, DEA registration number, and address; and
 - (4) Medical practice/specialties, if available;
 - c) Information on whether the method of payment was cash for (a) Controlled Substances, and (b) non-Controlled Substances; and
 - d) Information on top ten patient residential areas by five-digit ZIP code prefix for filled Highly Diverted Controlled Substances by dosage volume, including number of prescriptions and doses for each Highly Diverted Controlled Substance NDC.
2. Injunctive Relief Distributors are not required to obtain Pharmacy Customer Data for all Customers. Pharmacy Customer Data only needs to be obtained under circumstances required by the Injunctive Relief Terms and the applicable CSMP policies and procedures. Each Injunctive Relief Distributor's CSMP policies and procedures shall describe the appropriate circumstances under which and methods to be used to obtain and analyze Pharmacy Customer Data.
3. Injunctive Relief Distributors shall only collect, use, disclose or retain Pharmacy Customer Data consistent with applicable federal and state privacy and consumer protections laws. Injunctive Relief Distributors shall not be required to collect, use, disclose or retain any data element that is prohibited by law or any element that would require notice to or consent from the party who is the subject of the data element, including, but not limited to, a third party (such as a prescriber) to permit collection, use, disclosure and/or retention of the data.
- AA. *"Potential Violation."* As defined in Section XIX.B.1.
- BB. *"Reporting Periods."* As defined in Section XVIII.C.1.

- CC. “*Settling State*.” As defined by Section I.OOO of the Settlement Agreement, dated as of July 21, 2021, which incorporates these Injunctive Relief Terms as Exhibit P.
- DD. “*State Compliance Review Committee*.” The initial State Compliance Review Committee members are representatives from the Attorneys General Offices of Connecticut, Florida, New York, North Carolina, Tennessee, and Texas. The membership of the State Compliance Review Committee may be amended at the discretion of the Settling States.
- EE. “*Suspicious Orders*.” As defined under federal law and regulation and the laws and regulations of the Settling States that incorporate the federal Controlled Substances Act. Suspicious Orders currently include, but are not limited to, orders of unusual size, orders deviating substantially from a normal pattern, and orders of unusual frequency.
- FF. “*Threshold*.” The total volume of a particular drug family, DEA base code, or a particular formulation of a Controlled Substance that an Injunctive Relief Distributor shall allow a Customer to purchase in any particular period. This term may be reassessed during Phase 2-B of the Clearinghouse.
- GG. “*Third Party Request*.” A request from an entity other than an Injunctive Relief Distributor, a Settling State, or the Monitor pursuant to a subpoena, court order, data practices act, freedom of information act, public information act, public records act, or similar law.
- HH. “*Top Prescriber*.” A prescriber who, for a Customer, is either (i) among the top five (5) prescribers of each Highly Diverted Controlled Substance or (ii) among the top ten (10) prescribers of Highly Diverted Controlled Substances combined, as determined from the most recent Pharmacy Customer Data for that Customer.

IV. CSMP PERSONNEL

- A. Each Injunctive Relief Distributor shall establish or maintain the position of Chief Diversion Control Officer, or other appropriately titled position, to oversee the Injunctive Relief Distributor’s CSMP. The Chief Diversion Control Officer shall have appropriate experience regarding compliance with the laws and regulations concerning Controlled Substances, in particular laws and regulations requiring effective controls against the potential diversion of Controlled Substances. The Chief Diversion Control Officer shall report directly to either the senior executive responsible for U.S. pharmaceutical distribution or the most senior legal officer at the Injunctive Relief Distributor.
- B. The Chief Diversion Control Officer shall be responsible for the approval of material revisions to the CSMP.
- C. The Chief Diversion Control Officer shall provide at least quarterly reports to the CSMP Committee regarding the Injunctive Relief Distributor’s operation of the

CSMP, including the implementation of any changes to the CSMP required by these Injunctive Relief Terms.

- D. An Injunctive Relief Distributor's CSMP functions, including, but not limited to, the onboarding and approval of new Customers for the sale of Controlled Substances, setting and adjusting Customer Thresholds for Controlled Substances, terminating or suspending Customers, and submitting Suspicious Orders and other reports to Settling States (or the Clearinghouse, when operational), but excluding support necessary to perform these functions, shall be conducted exclusively by the Injunctive Relief Distributor's CSMP personnel or qualified third-party consultants.
- E. Staffing levels of each Injunctive Relief Distributor's CSMP department shall be reviewed periodically, but at least on an annual basis, by the Injunctive Relief Distributor's CSMP Committee. This review shall include consideration of relevant developments in technology, law, and regulations to ensure the necessary resources are in place to carry out the program in an effective manner.
- F. Personnel in an Injunctive Relief Distributor's CSMP department shall not report to individuals in an Injunctive Relief Distributor's sales department, and sales personnel shall not be authorized to make decisions regarding the promotion, compensation, demotion, admonition, discipline, commendation, periodic performance reviews, hiring, or firing of CSMP personnel.
- G. The CSMP policies and procedures shall be published in a form and location readily accessible to all CSMP personnel at each Injunctive Relief Distributor.

V. INDEPENDENCE

- A. For each Injunctive Relief Distributor, sales personnel compensated with commissions shall not be compensated based on revenue or profitability targets or expectations for sales of Controlled Substances. However, each Injunctive Relief Distributor's personnel may, as applicable, be compensated (including incentive compensation) based on formulas that include total sales for all of the Injunctive Relief Distributor's products, including Controlled Substances. The compensation of sales personnel shall not include incentive compensation tied solely to sales of Controlled Substances.
- B. For any Injunctive Relief Distributor personnel who are compensated at least in part based on Customer sales, the Injunctive Relief Distributor shall ensure the compensation of such personnel is not decreased by a CSMP-related suspension or termination of a Customer or as a direct result of the reduction of sales of Controlled Substances to a Customer pursuant to the CSMP.
- C. The Injunctive Relief Distributors' sales personnel shall not be authorized to make decisions regarding the implementation of CSMP policies and procedures, the design of the CSMP, the setting or adjustment of Thresholds, or other actions

taken pursuant to the CSMP, except sales personnel must provide information regarding compliance issues to CSMP personnel promptly. The Injunctive Relief Distributors' sales personnel are prohibited from interfering with, obstructing, or otherwise exerting control over any CSMP department decision-making.

- D. Each Injunctive Relief Distributor shall review its compensation and non-retaliation policies and, if necessary, modify and implement changes to those policies to effectuate the goals of, and incentivize compliance with, the CSMP.
- E. Each Injunctive Relief Distributor shall maintain a telephone, email, and/or web-based "hotline" to permit employees and/or Customers to anonymously report suspected diversion of Controlled Substances or violations of the CSMP, Injunctive Relief Distributor company policy related to the distribution of Controlled Substances, or applicable law. Each Injunctive Relief Distributor shall share the hotline contact information with their employees and Customers. Each Injunctive Relief Distributor shall maintain all complaints made to the hotline, and document the determinations and bases for those determinations made in response to all complaints.

VI. **OVERSIGHT**

- A. To the extent not already established, each Injunctive Relief Distributor shall establish a committee that includes senior executives with responsibility for legal, compliance, distribution and finance to provide oversight over its CSMP (the "*CSMP Committee*"). The Chief Diversion Control Officer shall be a member of the CSMP Committee. The CSMP Committee shall not include any employee(s) or person(s) performing any sales functions on behalf of the Injunctive Relief Distributor; provided that service on the CSMP Committee by any senior executives listed in this paragraph whose responsibilities may include, but are not limited to, management of sales functions shall not constitute a breach of the Injunctive Relief Terms.
- B. Each Injunctive Relief Distributor's CSMP Committee shall have regular meetings during which the Chief Diversion Control Officer shall present to the CSMP Committee with respect to, and the CSMP Committee shall evaluate, among other things: (1) any material modifications and potential enhancements to the CSMP including, but not limited to, those relating to Customer due diligence and Suspicious Order monitoring and reporting; (2) any significant new national and regional diversion trends involving Controlled Substances; (3) the Injunctive Relief Distributor's adherence to the CSMP policies and procedures, the Injunctive Relief Terms, and applicable laws and regulations governing the distribution of Controlled Substances; and (4) any technology, staffing, or other resource needs for the CSMP. The CSMP Committee shall have access to all CSMP reports. The CSMP Committee will review and approve the specific metrics used to identify the Red Flags set forth in Section VIII.

- C. On a quarterly basis, each Injunctive Relief Distributor's CSMP Committee shall send a written report to the Injunctive Relief Distributor's Chief Executive, Chief Financial, and Chief Legal Officer, as well as its Board of Directors, addressing: (1) the Injunctive Relief Distributor's substantial adherence to the CSMP policies and procedures, the Injunctive Relief Terms, and applicable laws and regulations governing the distribution of Controlled Substances; (2) recommendations as appropriate about the allocation of resources to ensure the proper functioning of the Injunctive Relief Distributor's CSMP; and (3) significant revisions to the CSMP. The Board of Directors or a committee thereof at each Injunctive Relief Distributor shall document in its minutes its review of the quarterly CSMP Committee reports.
- D. To the extent not already established, the Board of Directors of each Injunctive Relief Distributor shall establish its own compliance committee (the "*Board Compliance Committee*") to evaluate, at a minimum, and on a quarterly basis: (1) the CSMP Committee's written reports; (2) the Injunctive Relief Distributor's substantial adherence to the CSMP policies and procedures, the Injunctive Relief Terms, and applicable laws and regulations governing the distribution of Controlled Substances; (3) the Injunctive Relief Distributor's code of conduct and any whistleblower reporting policies, including those prescribed by Section V.E; and (4) any significant regulatory and/or government enforcement matters within the review period relating to the distribution of Controlled Substances. An Injunctive Relief Distributor meets this requirement if it established, prior to the Effective Date, multiple committees of its Board of Directors that together have responsibilities outlined in this paragraph.
- E. The Board Compliance Committee shall have the authority to: (1) require management of the Injunctive Relief Distributor to conduct audits on any CSMP or legal and regulatory concern pertaining to Controlled Substances distribution, and to update its full Board of Directors on those audits; (2) to commission studies, reviews, reports, or surveys to evaluate the Injunctive Relief Distributor's CSMP performance; (3) request meetings with the Injunctive Relief Distributor's management and CSMP staff; and (4) review the appointment, compensation, performance, and replacement of the Injunctive Relief Distributor's Chief Diversion Control Officer.

VII. MANDATORY TRAINING

- A. Each Injunctive Relief Distributor shall require all new CSMP personnel to attend trainings on its CSMP, its obligations under the Injunctive Relief Terms, and its duties with respect to maintaining effective controls against potential diversion of Controlled Substances and reporting Suspicious Orders pursuant to state and federal laws and regulations prior to conducting any compliance activities for the Injunctive Relief Distributor without supervision.
- B. Each Injunctive Relief Distributor shall provide annual trainings to CSMP personnel on its CSMP, its obligations under the Injunctive Relief Terms, and its

duties to maintain effective controls against potential diversion of Controlled Substances and report Suspicious Orders pursuant to state and federal laws and regulations.

- C. On an annual basis, each Injunctive Relief Distributor shall test its CSMP personnel on their knowledge regarding its CSMP, its obligations under the Injunctive Relief Terms, and its duties to maintain effective controls against potential diversion of Controlled Substances and to report Suspicious Orders pursuant to state and federal laws and regulations.
- D. Each Injunctive Relief Distributor shall train all third-party compliance consultants (defined as non-employees who are expected to devote fifty percent (50%) or more of their time to performing work related to the Injunctive Relief Distributor's CSMP, excluding information technology consultants not engaged in substantive functions related to an Injunctive Relief Distributor's CSMP) performing compliance functions for the Injunctive Relief Distributor in the same manner as the Injunctive Relief Distributor's CSMP personnel.
- E. At least every three (3) years in the case of existing employees, and within the first six months of hiring new employees, each Injunctive Relief Distributor shall require operations, sales, and senior executive employees to attend trainings on its CSMP, its obligations under the Injunctive Relief Terms, the hotline established in Section V.E, and its duties to maintain effective controls against potential diversion of Controlled Substances and report Suspicious Orders pursuant to state and federal laws and regulations.

VIII. RED FLAGS

- A. Within one hundred and twenty days (120) of the Effective Date, each Injunctive Relief Distributor shall, at a minimum, apply specific metrics to identify the potential Red Flags described in Section VIII.D with respect to Independent Retail Pharmacy Customers. For Chain Customers, the metrics used to identify the Red Flags described in Section VIII.D may be adjusted based on the specific business model and supplier relationships of the Chain Customer.
- B. Each Injunctive Relief Distributor shall evaluate and, if necessary, enhance or otherwise adjust the specific metrics it uses to identify Red Flags set forth in Section VIII.D.
- C. Each Injunctive Relief Distributor shall provide annually to the Monitor the specific metrics it uses to identify Red Flags as set forth in Section VIII.D. The Monitor shall review the metrics used to identify Red Flags as set forth in Section VIII.D to assess whether the metrics are reasonable. The Monitor may, at its discretion, suggest revisions to the metrics in the annual Audit Report as part of the Red Flags Review set forth in Section XVIII.F.3.f. Each Injunctive Relief Distributor may rely on its specific metrics to comply with the requirements of

Section VIII unless and until the Monitor proposes a revised metric in connection with Section XVIII.H.

D. For purposes of the Injunctive Relief Terms, “*Red Flags*” are defined as follows:

1. **Ordering ratio of Highly Diverted Controlled Substances to non-Controlled Substances:** Analyze the ratio of the order volume of all Highly Diverted Controlled Substances to the order volume of all non-Controlled Substances to identify Customers with significant rates of ordering Highly Diverted Controlled Substances.
2. **Ordering ratio of Highly Diverted Controlled Substance base codes or drug families to non-Controlled Substances:** Analyze the ratio of the order volume of each Highly Diverted Controlled Substance base code or drug family to the total order volume of all non-Controlled Substances to identify Customers with significant rates of ordering each Highly Diverted Controlled Substance base code or drug family.
3. **Excessive ordering growth of Controlled Substances:** Analyze significant increases in the ordering volume of Controlled Substances using criteria to identify customers that exhibit percentage growth of Controlled Substances substantially in excess of the percentage growth of non-Controlled Substances.
4. **Unusual formulation ordering:** Analyze ordering of Highly Diverted Controlled Substances to identify customers with significant ordering of high-risk formulations. High-risk formulations include, but are not limited to, 10mg hydrocodone, 8mg hydromorphone, 2mg alprazolam, single-ingredient buprenorphine (*i.e.*, buprenorphine without naloxone), and highly-abused formulations of oxycodone. On an annual basis (or as otherwise necessary), high-risk formulations of Highly Diverted Controlled Substances may be added, removed, or revised based on the Injunctive Relief Distributors’ assessment and regulatory guidance.
5. **Out-of-area patients:** Analyze Pharmacy Customer Data or Dispensing Data to assess volume of prescriptions for Highly Diverted Controlled Substances for out-of-area patients (based on number of miles traveled between a patient’s zip code and the pharmacy location, depending on the geographic area of interest) taking into consideration the percentage of out-of-area patients for non-Controlled Substances.
6. **Cash prescriptions:** Analyze Pharmacy Customer Data or Dispensing Data to assess percentage of cash payments for purchases of Controlled Substances taking into consideration the percentage of cash payments for purchases of non-Controlled Substances.

7. **Prescriber activity of Customers:** Analyze Pharmacy Customer Data or Dispensing Data to identify Customers that are dispensing Highly Diverted Controlled Substance prescriptions for Top Prescribers as follows:
 - a) Top Prescribers representing a significant volume of dispensing where the prescriber's practice location is in excess of 50 miles from the pharmacy ("out-of-area"), relative to the percentage of out-of-area prescriptions for non-Controlled Substances.
 - b) Top Prescribers representing prescriptions for the same Highly Diverted Controlled Substances in the same quantities and dosage forms indicative of pattern prescribing (e.g., a prescriber providing many patients with the same high-dose, high-quantity supply of 30mg oxycodone HCL prescription without attention to the varying medical needs of the prescriber's patient population).
 - c) Top Prescribers where the top five (5) or fewer prescribers represent more than fifty percent (50%) of total prescriptions for Highly Diverted Controlled Substances during a specified period.
 8. **Public regulatory actions against Customers:** Review information retrieved from companies that provide licensing and disciplinary history records (e.g., LexisNexis), and/or other public sources, including governmental entities, showing that the Customer, pharmacists working for that Customer, or the Customer's Top Prescribers have been subject, in the last five (5) years, to professional disciplinary sanctions regarding the dispensing or handling of Controlled Substances or law enforcement action related to Controlled Substances diversion. Continued licensing by a relevant state agency may be considered, but shall not be dispositive, in resolving the Red Flag. For Chain Customer locations, representations from each Chain Customer that it reviews its pharmacists' licensing statuses annually and for the regulatory actions described in this paragraph has either (i) taken appropriate employment action, or (ii) disclosed the regulatory action to the Injunctive Relief Distributor, may be considered in resolving the Red Flag.
 9. **Customer termination data:** Review information from the Injunctive Relief Distributor's due diligence files and, when operable, from the Clearinghouse, subject to Section VIII.F, regarding Customers that have been terminated from ordering Controlled Substances by another distributor due to concerns regarding Controlled Substances.
- E. For any Red Flag evaluation in Section VIII.D that may be performed using Pharmacy Customer Data or Dispensing Data, an Injunctive Relief Distributor will analyze the Red Flag using Pharmacy Customer Data, to the extent feasible based on the functionality of a Customer's pharmacy management system, until

Dispensing Data is collected and analyzed by the Clearinghouse as described in Section XVII. Until Dispensing Data is collected and analyzed by the Clearinghouse, an Injunctive Relief Distributor may satisfy the Red Flag evaluations in Sections VIII.D.5 through VIII.D.7 by engaging in considerations of out-of-area patients, cash payments for prescriptions and Top Prescribers without satisfying the specific requirements of Sections VIII.D.5 through VIII.D.7. In the event that the Clearinghouse is not collecting and analyzing Dispensing Data within two years of the Effective Date, the Injunctive Relief Distributors and the State Compliance Review Committee shall meet and confer to consider alternatives for the performance of the analysis required by Sections VIII.D.5 through VIII.D.7 using Pharmacy Customer Data.

- F. As provided for in Section XVII.C.4, the foregoing Red Flag evaluations may be performed by the Clearinghouse and reported to the relevant Injunctive Relief Distributors.
- G. The Injunctive Relief Distributors and the State Compliance Review Committee shall work in good faith to identify additional potential Red Flags that can be derived from the data analytics to be performed by the Clearinghouse.

IX. ONBOARDING

- A. For each Injunctive Relief Distributor, prior to initiating the sale of Controlled Substances to a potential Customer, a member of the Injunctive Relief Distributor's CSMP department (or a qualified third-party compliance consultant trained on the Injunctive Relief Distributor's CSMP) shall perform the following due diligence:
 - 1. Interview the pharmacist-in-charge, either over the telephone, via videoconference, or in person. The interview shall include questions regarding the manner in which the potential Customer maintains effective controls against the potential diversion of Controlled Substances.
 - 2. Obtain a "Pharmacy Questionnaire" completed by the owner and/or pharmacist-in-charge of the potential Customer. The Pharmacy Questionnaire shall require going-concern potential Customers to list their top ten (10) prescribers for Highly Diverted Controlled Substances combined, along with the prescriber's specialty, unless the Injunctive Relief Distributor is able to obtain this data otherwise. The Pharmacy Questionnaire shall also require disclosure of the identity of all other distributors that serve the potential Customer, and whether the potential Customer has been terminated or suspended from ordering Controlled Substances by another distributor and the reason for any termination or suspension. The Pharmacy Questionnaire shall request information that would allow the Injunctive Relief Distributor to identify Red Flags, including questions regarding the manner in which the potential Customer maintains effective controls against the potential diversion of Controlled

Substances. A potential Customer's responses to the Pharmacy Questionnaire shall be verified, to the extent applicable and practicable, against external sources (for example, the Clearinghouse, once operational, and Automation of Reports and Consolidated Orders System ("ARCOS") data made available to the Injunctive Relief Distributor by the DEA). The Pharmacy Questionnaire shall be maintained by the Injunctive Relief Distributor in a database accessible to its CSMP personnel.

3. Complete a written onboarding report to be maintained in a database accessible to the Injunctive Relief Distributor's CSMP personnel reflecting the findings of the interview and any site visit, the findings regarding the identification of and, if applicable, conclusion concerning any Red Flag associated with the pharmacy, as well as an analysis of the Pharmacy Questionnaire referenced in the preceding paragraph.
 4. For going-concern potential Customers, review Pharmacy Customer Data to assist with the identification of any Red Flags.
 5. Document whether the potential Customer or the pharmacist-in-charge has been subject to any professional disciplinary sanctions or law enforcement activity related to Controlled Substances dispensing, and, if so, the basis for that action. For Chain Customers, this provision shall apply to the potential specific pharmacies in question.
- B. For Chain Customers, each Injunctive Relief Distributor may obtain the information in Section IX.A from a corporate representative of the Chain Customer.
- C. In the event that an Injunctive Relief Distributor identifies one or more unresolved Red Flags or other information indicative of potential diversion of Controlled Substances through the onboarding process or otherwise, the Injunctive Relief Distributor shall refrain from selling Controlled Substances to the potential Customer pending additional due diligence. If following additional due diligence, the Injunctive Relief Distributor is unable to resolve the Red Flags or other information indicative of diversion, the Injunctive Relief Distributor shall not initiate the sale of Controlled Substances to the potential Customer and shall report the potential Customer consistent with Section XIV. If the Injunctive Relief Distributor determines that the potential Customer may be onboarded for the sale of Controlled Substances, the Injunctive Relief Distributor shall document the decision and the bases for its decision. Such a good faith determination, if documented, shall not serve, without more, as the basis of a future claim of non-compliance with the Injunctive Relief Terms. For Chain Customers, these provisions shall apply to the potential specific pharmacies in question.

X. ONGOING DUE DILIGENCE

- A. Each Injunctive Relief Distributor shall periodically review its procedures and systems for detecting patterns or trends in Customer order data or other information used to evaluate whether a Customer is maintaining effective controls against diversion.
- B. Each Injunctive Relief Distributor shall conduct periodic proactive compliance reviews of its Customers' performance in satisfying their corresponding responsibilities to maintain effective controls against the diversion of Controlled Substances.
- C. Each Injunctive Relief Distributor shall review ARCOS data made available to it by the DEA and, once operational, by the Clearinghouse, to assist with Customer specific due diligence. For Chain Customers, this provision shall apply to the potential specific pharmacies in question.
- D. Each Injunctive Relief Distributor shall conduct due diligence as set forth in its CSMP policies and procedures in response to concerns of potential diversion of Controlled Substances at its Customers. For Chain Customers, these provisions shall apply to the specific pharmacies in question. The due diligence required by an Injunctive Relief Distributor's CSMP policies and procedures may depend on the information or events at issue. The information or events raising concerns of potential diversion of Controlled Substances at a Customer include but are not limited to:
 - 1. The discovery of one or more unresolved Red Flags;
 - 2. The receipt of information directly from law enforcement or regulators concerning potential diversion of Controlled Substances at or by a Customer;
 - 3. The receipt of information concerning the suspension or revocation of pharmacist's DEA registration or state license related to potential diversion of Controlled Substances;
 - 4. The receipt of reliable information through the hotline established in Section V.E concerning suspected diversion of Controlled Substances at the Customer;
 - 5. The receipt of reliable information from another distributor concerning suspected diversion of Controlled Substances at the Customer; or
 - 6. Receipt of other reliable information that the Customer is engaged in conduct indicative of diversion or is failing to adhere to its corresponding responsibility to prevent the diversion of Highly Diverted Controlled Substances.

- E. On an annual basis, each Injunctive Relief Distributor shall obtain updated pharmacy questionnaires from five hundred (500) Customers to include the following:
1. The top 250 Customers by combined volume of Highly Diverted Controlled Substances purchased from the Injunctive Relief Distributor measured as of the end of the relevant calendar year; and
 2. Additional Customers selected as a representative sample of various geographic regions, customer types (Independent Retail Pharmacy Customers and Chain Customers), and distribution centers. Each Injunctive Relief Distributor's Chief Diversion Control Officer shall develop risk-based criteria for the sample selection.
- F. Scope of Review
1. For reviews triggered by Section X.D, an Injunctive Relief Distributor shall conduct due diligence and obtain updated Pharmacy Customer Data or equivalent, or more comprehensive data from the Clearinghouse if needed, as set forth in its CSMP policies and procedures.
 2. For questionnaires collected pursuant to Section X.E, Injunctive Relief Distributors shall conduct a due diligence review consistent with the Injunctive Relief Distributors' CSMP policies and procedures. These annual diligence reviews shall be performed in addition to any of the diligence reviews performed under Section X.D, but may reasonably rely on reviews performed under Section X.D.
 3. If the Injunctive Relief Distributor decides to terminate the Customer due to concerns regarding potential diversion of Controlled Substances, the Injunctive Relief Distributor shall promptly cease the sale of Controlled Substances to the Customer and report the Customer consistent with Section XIV. If the Injunctive Relief Distributor decides not to terminate the Customer, the Injunctive Relief Distributor shall document that determination and the basis therefor. Such a good faith determination, if documented, shall not, without more, serve as the basis of a future claim of non-compliance with the Injunctive Relief Terms.

XI. SITE VISITS

- A. Each Injunctive Relief Distributor shall conduct site visits, including unannounced site visits, where appropriate, of Customers, as necessary, as part of Customer due diligence.
- B. During site visits, an Injunctive Relief Distributor's CSMP personnel or qualified third-party compliance consultants shall interview the pharmacist-in-charge or other relevant Customer employees, if appropriate, about any potential Red Flags

and the Customer's maintenance of effective controls against the potential diversion of Controlled Substances.

- C. An Injunctive Relief Distributor's CSMP personnel or qualified third-party compliance consultants who conduct site visits shall document the findings of any site visit.
- D. Site visit and all other compliance reports shall be maintained by each Injunctive Relief Distributor in a database accessible to all CSMP personnel.

XII. THRESHOLDS

- A. Each Injunctive Relief Distributor shall use Thresholds to identify potentially Suspicious Orders of Controlled Substances from Customers.
- B. Each Injunctive Relief Distributor's CSMP department shall be responsible for the oversight of the process for establishing and modifying Thresholds. The sales departments of the Injunctive Relief Distributors shall not have the authority to establish or adjust Thresholds for any Customer or participate in any decisions regarding establishment or adjustment of Thresholds.
- C. Injunctive Relief Distributors shall not provide Customers specific information about their Thresholds or how their Thresholds are calculated.
 - 1. Threshold Setting
 - a) Injunctive Relief Distributors shall primarily use model-based thresholds. For certain circumstances, Injunctive Relief Distributors may apply a non-model threshold based on documented customer diligence and analysis.
 - b) Each Injunctive Relief Distributor shall include in its Annual Threshold Analysis and Assessment Report (as required by Section XVIII.F.3.c) to the Monitor summary statistics regarding the use of non-model thresholds and such information shall be considered by the Monitor as part of its Threshold Setting Process Review in the annual Audit Report.
 - c) For the purposes of establishing and maintaining Thresholds, each Injunctive Relief Distributor shall take into account the Controlled Substances diversion risk of each drug base code. The diversion risk of each base code should be defined and reassessed annually by the Injunctive Relief Distributor's CSMP Committee and reviewed by the Monitor.
 - d) Each Injunctive Relief Distributor shall establish Thresholds for new Customers prior to supplying those Customers with Controlled Substances and shall continue to have Thresholds in

place at all times for each Customer to which it supplies Controlled Substances.

- e) When ordering volume from other distributors becomes readily available from the Clearinghouse, an Injunctive Relief Distributor shall consider including such information as soon as reasonably practicable in establishing and maintaining Thresholds.
- f) Each Injunctive Relief Distributor shall incorporate the following guiding principles in establishing and maintaining Customer Thresholds, except when inapplicable to non-model Thresholds:
 - (1) Thresholds shall take into account the number of non-Controlled Substance dosage units distributed to, dispensed and/or number of prescriptions dispensed by the Customer to assist with the determination of Customer size. As a general matter, smaller customers should have lower Thresholds than larger customers.
 - (2) For the purposes of establishing and maintaining Thresholds, Injunctive Relief Distributors shall use statistical models that are appropriate to the underlying data.
 - (3) For the purposes of establishing and maintaining Thresholds, Injunctive Relief Distributors shall take into account a Customer's ordering and/or dispensing history for a specified period of time.
 - (4) For the purposes of establishing and maintaining Thresholds, Injunctive Relief Distributors shall take into account the ordering history of Customers within similar geographic regions, or, where appropriate for Chain Customers, ordering history within the chain.
 - (5) If appropriate, Thresholds may take into account the characteristics of Customers with similar business models.
 - (a) A Customer's statement that it employs a particular business model must be verified, to the extent practicable, before that business model is taken into account in establishing and maintaining a Customer's Threshold.

2. Threshold Auditing

- a) The Injunctive Relief Distributors shall review their respective Customer Thresholds at least on an annual basis and modify them where appropriate.
- b) Each Injunctive Relief Distributor's CSMP department shall annually evaluate its Threshold setting methodology and processes and its CSMP personnel's performance in adhering to those policies.

3. Threshold Changes

- a) An Injunctive Relief Distributor may increase or decrease a Customer Threshold as set forth in its CSMP policies and procedures, subject to Sections XII.C.3.b through XII.C.3.e.
- b) Prior to approving any Threshold change request by a Customer, each Injunctive Relief Distributor shall conduct due diligence to determine whether an increase to the Threshold is warranted. This due diligence shall include obtaining from the Customer the basis for the Threshold change request, obtaining and reviewing Dispensing Data and/or Pharmacy Customer Data for the previous three (3) months for due diligence purposes, and, as needed, conducting an on-site visit to the Customer. This Threshold change request diligence shall be conducted by the Injunctive Relief Distributor's CSMP personnel.
- c) No Injunctive Relief Distributor shall proactively contact a Customer to suggest that the Customer request an increase to any of its Thresholds, to inform the Customer that its Orders-to-date are approaching its Thresholds or to recommend to the Customer the amount of a requested Threshold increase. It shall not be a violation of this paragraph to provide Chain Customer headquarters reporting on one or more individual Chain Customer pharmacy location(s) to support the anti-diversion efforts of the Chain Customer's headquarters staff, and it shall not be a violation of this paragraph for the Injunctive Relief Distributor's CSMP personnel to contact Customers to seek to understand a Customer's ordering patterns.
- d) An Injunctive Relief Distributor's Chief Diversion Control Officer may approve criteria for potential adjustments to Customer Thresholds to account for circumstances where the Thresholds produced by the ordinary operation of the statistical models require modification. Such circumstances include adjustments to account for seasonal ordering of certain Controlled Substances that are

based on documented diligence and analysis, adjustments made to permit ordering of certain Controlled Substances during a declared national or state emergency (e.g., COVID-19 pandemic), IT errors, and data anomalies causing results that are inconsistent with the design of the statistical models. Each Injunctive Relief Distributor shall include in its Annual Threshold Analysis and Assessment Report (as required by Section XVIII.F.3.c) to the Monitor information regarding the use of this paragraph and such information shall be considered by the Monitor as part of its Threshold Setting Process Review in the annual Audit Report.

- e) Any decision to raise a Customer's Threshold in response to a request by a Customer to adjust its Threshold must be documented in a writing and state the reason(s) for the change. The decision must be consistent with the Injunctive Relief Distributor's CSMP and documented appropriately.

XIII. SUSPICIOUS ORDER REPORTING AND NON-SHIPMENT

- A. Each Injunctive Relief Distributor shall report Suspicious Orders to the Settling States ("*Suspicious Order Reports*" or "*SORs*"), including those Settling States that do not currently require such SORs, at the election of the Settling State.
- B. For the SORs required by the Injunctive Relief Terms, each Injunctive Relief Distributor shall report Orders that exceed a Threshold for Controlled Substances set pursuant to the processes in Section XII that are blocked and not shipped.
- C. No Injunctive Relief Distributor shall ship any Order that it (i) reports pursuant to Sections XIII.A or XIII.B, or (ii) would have been required to report pursuant to Sections XIII.A or XIII.B had the Settling State elected to receive SORs.
- D. In reporting Suspicious Orders to the Settling States, the Injunctive Relief Distributors shall file SORs in a standardized electronic format that is uniform among the Settling States and contains the following information fields:
 - 1. Customer name;
 - 2. Customer address;
 - 3. DEA registration number;
 - 4. State pharmacy license number;
 - 5. Date of order;
 - 6. NDC number;
 - 7. Quantity;

8. Explanation for why the order is suspicious (up to 250 characters): Details that are order-specific regarding why an order was flagged as a Suspicious Order, including specific criteria used by an Injunctive Relief Distributor's Threshold system (except phrases such as "order is of unusual size" without any additional detail are not acceptable); and
 9. Name and contact information for a knowledgeable designee within the Injunctive Relief Distributor's CSMP department to be a point of contact for the SORs.
- E. On a quarterly basis, each Injunctive Relief Distributor shall provide a summary report to the Settling States that elect to receive it that provides the following information for the relevant quarter with respect to the top ten (10) Customers by volume for each Highly Diverted Controlled Substance base code that have placed a Suspicious Order for that base code, in that quarter (for Chain Customers, only individual pharmacies in the chain will be considered for evaluation as a top ten (10) Customer):
1. The number of SORs submitted for that Customer by base code;
 2. The Customer's order volume by base code for the quarter for all Highly Diverted Controlled Substances;
 3. The Customer's order frequency by base code for the quarter for all Highly Diverted Controlled Substances;
 4. For each Highly Diverted Controlled Substance base code, the ratio of the Customer's order volume for that base code to the volume of all pharmaceutical orders for the quarter; and
 5. The ratio of the Customer's order volume of all Controlled Substances to the volume of all pharmaceutical orders for the quarter.
- F. The Injunctive Relief Distributors shall only be required to file a single, uniform, electronic form of SOR with any Settling State that receives SORs pursuant to these Injunctive Relief Terms. A Settling State retains the authority pursuant to applicable state law or relevant state agency authority to request additional information about a particular SOR.
- G. It is the objective of the Settling States and the Injunctive Relief Distributors for the Injunctive Relief Distributors to provide SORs to Settling States that identify the same Suspicious Orders as reported to the DEA pursuant to the definition and requirements of the federal Controlled Substances Act and its regulations, although the fields of the SORs submitted to the Settling States as required by Section XIII may differ from the content required by the DEA. To the extent federal definitions and requirements materially change during the term of the Injunctive Relief Terms, the Injunctive Relief Distributors may be required to adjust the format and content of the SORs to meet these federal requirements. The

Injunctive Relief Distributors and the State Compliance Review Committee will engage in good faith discussions regarding such adjustments.

- H. It shall not be a violation of the Injunctive Relief Terms if an Injunctive Relief Distributor ships a Suspicious Order or fails to submit or transmit a SOR if:
1. The shipment of the Suspicious Order or failed SOR transmission was due to a computer error (data entry mistakes, coding errors, computer logic issues, software malfunctions, and other computer errors or IT failures); and
 2. The Injunctive Relief Distributor reports the error, including a description of measures that will be taken to prevent recurrence of the error, to any affected Settling State, the State Compliance Review Committee, and the Monitor within five (5) business days of its discovery.

XIV. TERMINATED CUSTOMERS

- A. Each Injunctive Relief Distributor shall report to the Clearinghouse, once operational, within five (5) business days (or as otherwise required by state statute or regulation), Customers it has terminated from eligibility to receive Controlled Substances or refused to onboard for the sale of Controlled Substances due to concerns regarding the Customer's ability to provide effective controls against the potential diversion of Controlled Substances following the Effective Date.
- B. The Injunctive Relief Distributors shall report to the relevant Settling State(s), within five (5) business days (or as otherwise required by state statute or regulation) Customers located in such Settling States that it has terminated from eligibility to receive Controlled Substances or refused to onboard for the sale of Controlled Substances due to concerns regarding the Customer's ability to provide effective controls against the potential diversion of Controlled Substances following the Effective Date. Such reports will be made in a uniform format. The Injunctive Relief Distributors and the State Compliance Review Committee shall use best efforts to agree on such uniform format for inclusion prior to the requirement taking effect.
- C. In determining whether a Customer should be terminated from eligibility to receive Controlled Substances, Injunctive Relief Distributors shall apply factors set out in their CSMP policies and procedures, which shall include the following conduct by a Customer:
1. Has generated an excessive number of Suspicious Orders, which cannot otherwise be explained;
 2. Has routinely demonstrated unresolved Red Flag activity;

3. Has continued to fill prescriptions for Highly Diverted Controlled Substances that raise Red Flags following an Injunctive Relief Distributor's warning or communication about such practices;
 4. Has failed to provide Pharmacy Customer Data or Dispensing Data in response to a request from an Injunctive Relief Distributor or otherwise refuses to cooperate with the Injunctive Relief Distributor's CSMP after providing the Customer with a reasonable amount of time to respond to the Injunctive Relief Distributor's requests;
 5. Has been found to have made material omissions or false statements on a Pharmacy Questionnaire (the requirements for the contents of a Pharmacy Questionnaire are described in Section IX); or
 6. Has been the subject of discipline by a State Board of Pharmacy within the past three (3) years or has had its owner(s) or pharmacist-in-charge subject to license probation or termination within the past five (5) years by a State Board of Pharmacy for matters related to Controlled Substances dispensing or a federal or state felony conviction.
- D. Once the Clearinghouse has made Customer termination data available to each Injunctive Relief Distributor, each Injunctive Relief Distributor shall consider terminating Customers that have been terminated from eligibility to receive Controlled Substances by another distributor as a result of suspected diversion of Controlled Substances if the Customer is ordering only Controlled Substances from the Injunctive Relief Distributor. If the Injunctive Relief Distributor determines not to terminate Customers to which this paragraph applies, the Injunctive Relief Distributor shall document its decision-making. A good-faith decision to continue shipping Controlled Substances to Customers to which this paragraph applies, shall not serve, without more, as the basis of a future claim of non-compliance with the Injunctive Relief Terms.
- E. For Chain Customers, the provisions in Section XIV.A-D shall apply to the specific pharmacies in question.

XV. EMERGENCIES

- A. In the circumstances of declared national or state emergencies in which the healthcare community relies on the Injunctive Relief Distributors for critical medicines, medical supplies, products, and services, the Injunctive Relief Distributors may be required to temporarily modify their respective CSMP processes to meet the critical needs of the supply chain. These modifications may conflict with the requirements of the Injunctive Relief Terms.
- B. In the case of a declared national or state emergency, the Injunctive Relief Distributors shall be required to give notice to the State Compliance Review Committee of any temporary material changes to their CSMP processes which

may conflict with the requirements of the Injunctive Relief Terms and specify the sections of the Injunctive Relief Terms which will be affected by the temporary change.

- C. The Injunctive Relief Distributors shall document all temporary changes to their CSMP processes and appropriately document all customer-specific actions taken as a result of the declared national or state emergency.
- D. The Injunctive Relief Distributors shall provide notice to the State Compliance Review Committee at the conclusion of the declared national or state emergency, or sooner, stating that the temporary CSMP processes put into place have been suspended.
- E. Provided the Injunctive Relief Distributors comply with the provisions of Sections XV.A through XV.D, the Injunctive Relief Distributors will not face liability for any deviations from the requirements of the Injunctive Relief Terms taken in good faith to meet the critical needs of the supply chain in response to the declared national or state emergency. Nothing herein shall limit Settling States from pursuing claims against the Injunctive Relief Distributors based on deviations from the requirements of the Injunctive Relief Terms not taken in good faith to meet the critical needs of the supply chain in response to a declared national or state emergency.

XVI. COMPLIANCE WITH LAWS AND RECORDKEEPING

- A. The Injunctive Relief Distributors acknowledge and agree that they must comply with applicable state and federal laws governing the distribution of Controlled Substances.
- B. Good faith compliance with the Injunctive Relief Terms creates a presumption that the Injunctive Relief Distributors are acting reasonably and in the public interest with respect to Settling States' existing laws requiring effective controls against diversion of Controlled Substances and with respect to the identification, reporting, and blocking of Suspicious Orders of Controlled Substances.
- C. The requirements of the Injunctive Relief Terms are in addition to, and not in lieu of, any other requirements of state or federal law applicable to Controlled Substances distribution. Except as provided in Section XVI.D, nothing in the Injunctive Relief Terms shall be construed as relieving Injunctive Relief Distributors of the obligation to comply with such laws, regulations, or rules. No provision of the Injunctive Relief Terms shall be deemed as permission for Injunctive Relief Distributors to engage in any acts or practices prohibited by such laws, regulations, or rules.
- D. In the event of a conflict between the requirements of the Injunctive Relief Terms and any other law, regulation, or requirement such that an Injunctive Relief Distributor cannot comply with the law without violating the Injunctive Relief

Terms or being subject to adverse action, including fines and penalties, the Injunctive Relief Distributor shall document such conflicts and notify the State Compliance Review Committee and any affected Settling State the extent to which it will comply with the Injunctive Relief Terms in order to eliminate the conflict within thirty (30) days of the Injunctive Relief Distributor's discovery of the conflict. The Injunctive Relief Distributor shall comply with the Injunctive Relief Terms to the fullest extent possible without violating the law.

- E. In the event of a change or modification of federal or state law governing the distribution of Controlled Substances that creates an actual or potential conflict with the Injunctive Relief Terms, any Injunctive Relief Distributor, any affected Settling State, or the State Compliance Review Committee may request that the Injunctive Relief Distributors, State Compliance Review Committee, and any affected Settling State meet and confer regarding the law change. During the meet and confer, the Injunctive Relief Distributors, the State Compliance Review Committee, and any affected Settling State will address whether the change or modification in federal or state law requires an amendment to the Injunctive Relief Terms. In the event the Injunctive Relief Distributors, the State Compliance Review Committee, and any affected Settling State cannot agree on a resolution, and the dispute relates to whether the generally applicable Injunctive Relief Terms herein should be changed, an Injunctive Relief Distributor, the State Compliance Review Committee, or any affected Settling State may submit the question to the National Arbitration Panel. If the dispute relates to whether a change in an individual State's law requires a modification of the Injunctive Relief Terms only with respect to that State, an Injunctive Relief Distributor, the State Compliance Review Committee, or any affected Settling State may seek resolution of the dispute pursuant to Section XIX. Maintenance of competition in the industry and the potential burden of inconsistent obligations by Injunctive Relief Distributors shall be a relevant consideration in such resolution.
- F. Recordkeeping: Each Injunctive Relief Distributor shall retain records it is required to create pursuant to its obligations hereunder in an electronic or otherwise readily accessible format. The Settling States shall have the right to review records provided to the Monitor pursuant to Section XVIII. Nothing in the Injunctive Relief Terms prohibits a Settling State from issuing a lawful subpoena for records pursuant to an applicable law.

XVII. CLEARINGHOUSE

- A. Creation of the Clearinghouse
1. The Clearinghouse functions shall be undertaken by a third-party vendor or vendors.
 2. The vendor(s) will be chosen through a process developed and jointly agreed upon by the Injunctive Relief Distributors and the State Compliance Review Committee.

3. Consistent with the process developed by the Injunctive Relief Distributors and the State Compliance Review Committee, within two (2) months of the Effective Date, the Injunctive Relief Distributors shall issue a Request for Proposal to develop the systems and capabilities for a Clearinghouse to perform the services of a data aggregator.
4. Within five (5) months of the Effective Date, the Clearinghouse Advisory Panel shall select one or more entities to develop the systems for the Clearinghouse and perform data aggregator services. The Clearinghouse Advisory Panel shall select a vendor or vendors that employ or retain personnel who have adequate expertise and experience related to the pharmaceutical industry, the distribution of Controlled Substances, and the applicable requirements of the Controlled Substances Act and the DEA's implementing regulations.
5. Within sixty (60) days of the selection of a vendor(s) to serve as the Clearinghouse, the Injunctive Relief Distributors shall negotiate and finalize a contract with the vendor(s). The date that the contract is signed by the Injunctive Relief Distributors and the vendor(s) shall be referred to as the "*Clearinghouse Retention Date*."
6. The development of the Clearinghouse shall proceed on a phased approach as discussed in Sections XVII.C and XVII.D.

B. Governance and Staffing of the Clearinghouse

1. *Capabilities.* The selected vendor or vendors shall staff the Clearinghouse in a manner that ensures the development of robust data collection, analytics and reporting capabilities for the Settling States and Injunctive Relief Distributors. To the extent additional expertise is required for the engagement, the vendor(s) may retain the services of third-party consultants.
2. *Independence.* While performing services for the Clearinghouse, all vendors and consultants, and their staff working on the Clearinghouse, shall be independent (*i.e.*, not perform services of any kind, including as a consultant or an employee on behalf of any Injunctive Relief Distributor outside of the ordinary business operations of the Clearinghouse). Independence may be achieved by implementing appropriate ethical walls with employees who are currently performing or who have previously performed work for an Injunctive Relief Distributor within two years of the Clearinghouse Retention Date.
3. *Liability.* The Injunctive Relief Distributors are entitled to rely upon information or data received from the Clearinghouse, whether in oral, written, or other form. No Injunctive Relief Distributor, and no individual serving on the Clearinghouse Advisory Panel, shall have any liability

(whether direct or indirect, in contract or tort or otherwise) to any Party for or in connection with any action taken or not taken by the Clearinghouse. In addition, no Injunctive Relief Distributor, and no individual serving on the Clearinghouse Advisory Panel, shall have any liability (whether direct or indirect, in contract or tort or otherwise) to any Party for or in connection with any action taken or not taken by an Injunctive Relief Distributor based on incorrect, inaccurate, incomplete or otherwise erroneous information or data provided by the Clearinghouse, unless the information or data was incorrect, inaccurate, incomplete or otherwise erroneous because the Injunctive Relief Distributor itself provided incorrect, inaccurate, incomplete or otherwise erroneous data or information to the Clearinghouse. For any legal requirements that are assumed by the Clearinghouse during Phase 2-B pursuant to Section XVII.D.3, liability shall be addressed pursuant to Section XVII.D.3.c.

4. *Clearinghouse Advisory Panel.* The State Compliance Review Committee and Injunctive Relief Distributors shall create a Clearinghouse Advisory Panel no later than sixty (60) days after the Effective Date to oversee the Clearinghouse.
 - a) The Clearinghouse Advisory Panel shall have an equal number of members chosen by the State Compliance Review Committee on the one hand, and the Injunctive Relief Distributors on the other. The size of the Clearinghouse Advisory Panel will be decided by the State Compliance Review Committee and the Injunctive Relief Distributors, and the State Compliance Review Committee and the Injunctive Relief Distributors may select as members third-party experts, but no more than one half of each side's representatives may be such third-party experts. At least one member chosen by the State Compliance Review Committee will be based on consultation with the National Association of State Controlled Substances Authorities.
 - b) During the first two years of the operation of the Clearinghouse, the Clearinghouse Advisory Panel shall meet (in-person or remotely) at least once per month. After the first two years of operation, the Clearinghouse Advisory Panel shall meet at least quarterly. The Monitor may attend Clearinghouse Advisory Panel meetings and may provide recommendations to the Clearinghouse Advisory Panel.
 - c) The Clearinghouse Advisory Panel shall establish a subcommittee to advise on issues related to privacy, the Health Insurance Portability and Accountability Act of 1996 ("*HIPAA*"), and data security and a subcommittee to advise on issues related to Dispensing Data. It may establish additional subcommittees. Subcommittees may include individuals who are not members of

the Clearinghouse Advisory Panel. The Clearinghouse Advisory Panel may invite one or more prescribers, dispensers, and representatives from state Prescription Drug Monitoring Programs (“PDMP”) to serve on the Dispensing Data subcommittee. Each Injunctive Relief Distributor shall have a representative on each subcommittee created by the Clearinghouse Advisory Panel.

- d) The Clearinghouse Advisory Panel may delegate tasks assigned to it by the Injunctive Relief Terms to the Executive Director.
5. *Executive Director.* One employee of the vendor, or one representative from the vendor group in the event that there are multiple vendors, shall be an Executive Director who shall manage day-to-day operations and report periodically to the Clearinghouse Advisory Panel.

C. Phase 1 of the Clearinghouse: Data Collection, Initial Analytics and Reporting

1. System Development

- a) Within one (1) year of the Clearinghouse Retention Date, the Clearinghouse shall develop systems to receive and analyze data obtained from the Injunctive Relief Distributors pursuant to electronic transmission formats to be agreed upon by the Clearinghouse Advisory Panel.
- b) In developing such systems, the Clearinghouse shall ensure that:
 - (1) The systems provide robust reporting and analytic capabilities.
 - (2) Data obtained from Injunctive Relief Distributors shall be automatically pulled from the existing order management data platforms (e.g., SAP).
 - (3) The systems shall be designed to receive data from sources other than the Injunctive Relief Distributors, including pharmacies, non-Injunctive Relief Distributors, the DEA, State Boards of Pharmacy, and other relevant sources, pursuant to standardized electronic transmission formats.
 - (4) The systems shall be designed to protect personally identifiable information (“PII”) and protected health information (“PHI”) from disclosure and shall comply with HIPAA and any federal and state laws relating to the protection of PII and PHI.

- (5) The Clearinghouse will establish a HIPAA-compliant database that can be accessed by state authorities, the Injunctive Relief Distributors, and any entities that subsequently participate in the Clearinghouse. The database that will be made available to the Injunctive Relief Distributors and any non-governmental entities that subsequently participate in the Clearinghouse will also blind commercially sensitive information.
- (6) State authorities shall have access to the HIPAA-compliant database via web-based tools and no additional or specialized equipment or software shall be required. This access shall allow state authorities to query the HIPAA-compliant database without limitation.
- (7) The Injunctive Relief Distributors shall be permitted to use data obtained from the Clearinghouse for anti-diversion purposes, including the uses expressly contemplated by the Injunctive Relief Terms. The Injunctive Relief Distributors shall not sell (or obtain license fees for) data obtained from Clearinghouse to any third-parties. Nothing in the Injunctive Relief Terms shall prohibit an Injunctive Relief Distributor from using its own data, including data provided to the Injunctive Relief Distributor by third-parties other than the Clearinghouse, for any commercial purposes, including selling or licensing its data to third-parties.

2. Aggregation of Data

- a) It is the goal of the Settling States and the Injunctive Relief Distributors for the Clearinghouse to obtain comprehensive data from all distributors, pharmacies, and other relevant data sources to provide maximum permissible transparency into the distribution and dispensing of Controlled Substances. During Phase 1, the Clearinghouse Advisory Panel shall develop recommendations for ways to achieve this goal.
- b) In Phase 1, the Injunctive Relief Distributors shall provide and/or facilitate the collection of, and the Clearinghouse shall collect and maintain, the following:
 - (1) Injunctive Relief Distributor transaction data for Controlled Substances and non-Controlled Substances, specified at the NDC, date, quantity, and customer level.

- (2) Injunctive Relief Distributor information on Customers that have been terminated and/or declined onboarding due to concerns regarding Controlled Substance dispensing following the Effective Date.
 - c) The Clearinghouse shall make available to the Injunctive Relief Distributors, in a format to be determined by the Clearinghouse Advisory Panel, blinded data for their CSMP due diligence functions. The data will include all Controlled Substances and non-Controlled Substances and be refreshed on a regular basis. The Clearinghouse will also seek to provide non-identifying information regarding whether a single distributor is associated with multiple warehouses with unique DEA registrations (e.g., multiple distribution centers operated by a single distributor), in the data it makes available.
 - d) During Phase 1, the Clearinghouse Advisory Panel (with input from its Dispensing Data subcommittee) will develop an operational plan to obtain Dispensing Data directly from pharmacies, unless the Clearinghouse Advisory Panel determines it is inadvisable to do so. The operational plan developed by the Clearinghouse Advisory Panel shall address compliance with HIPAA and shall include recommendations to facilitate the collection of Dispensing Data in compliance with HIPAA and relevant state privacy laws. To the extent possible, the Clearinghouse will begin collecting Dispensing Data during Phase 1.
 - e) Nothing in the Injunctive Relief Terms shall require the Injunctive Relief Distributors to indemnify or otherwise be responsible to pharmacy customers for any claims resulting from the provision of Dispensing Data to the Clearinghouse, including, but not limited to, claims related to any data breaches occurring with the data transmitted to or maintained by the Clearinghouse.
3. State and Federal Reporting Requirements
- a) The Injunctive Relief Distributors shall comply with state and federal transactional and Suspicious Order reporting requirements related to Controlled Substances as follows:
 - (1) Until such time as the Clearinghouse is able to provide transactional and Suspicious Order regulatory reporting to the states on behalf of the Injunctive Relief Distributors, the Injunctive Relief Distributors shall continue to file all required reports under state law and those reports required by these Injunctive Relief Terms.

- (2) Once the Clearinghouse is able to process and submit such reports, the Clearinghouse may process and submit those reports on behalf of each Injunctive Relief Distributor to the states. At all times during Phase 1, each Injunctive Relief Distributor shall remain responsible for the identification of Suspicious Orders and will remain liable for a failure to submit transactional data or Suspicious Order reports required under state law or these Injunctive Relief Terms.
- (3) An Injunctive Relief Distributor may elect to fulfill its reporting obligations directly, rather than have the Clearinghouse assume the responsibility for the transmission of the various reports.

4. Additional Reports and Analytics

- a) In consultation with the Clearinghouse Advisory Panel, the Clearinghouse shall work to develop additional reports and analyses to assist the Settling States and the Injunctive Relief Distributors in addressing Controlled Substance diversion, including, but not limited to, identifying Red Flags consistent with Section VIII.
- b) The Clearinghouse will generate analyses and reports to be used by the Settling States and the Injunctive Relief Distributors based on format and content recommended by the Clearinghouse Advisory Panel. In order to refine the format and reach final recommendations, the Clearinghouse shall prepare sample analytical reports for a sample geographic region to review with the Clearinghouse Advisory Panel. The sample reports will also be shared with the DEA in an effort to receive additional feedback.
- c) After the content and format of the sample reports have been approved by the Clearinghouse Advisory Panel, the Clearinghouse will begin producing reports on a periodic basis.
- d) The Clearinghouse will develop capabilities to provide Settling States customized reports upon reasonable request to assist in their efforts to combat the diversion of Controlled Substances and for other public health and regulatory purposes.
- e) After the Clearinghouse has obtained sufficient Dispensing Data from Customers, the Clearinghouse shall commence providing standard reports to the Settling States and Injunctive Relief Distributors that will include summaries and analysis of Dispensing Data. The reports and analytics of Dispensing Data

shall be developed in consultation with the Clearinghouse Advisory Panel (including its Dispensing Data subcommittee) and shall include, but not be limited to:

- (1) Identification of Customers whose dispensing may indicate Red Flags consistent with Section VIII, as determined by the Clearinghouse from aggregate data; and
 - (2) Identification of Customers whose aggregate dispensing volumes for Highly Diverted Controlled Substances are disproportionately high relative to the population of the relevant geographic area.
- f) The Clearinghouse shall also prepare reports and analyses for the Settling States and Injunctive Relief Distributors identifying prescribers whose prescribing behavior suggests they may not be engaged in the legitimate practice of medicine. Such reports and analysis shall be developed in consultation with the Clearinghouse Advisory Panel (including its Dispensing Data subcommittee) and shall seek to identify and evaluate:
- (1) Prescribers who routinely prescribe large volumes of Highly Diverted Controlled Substances relative to other prescribers with similar specialties, including health care professionals who prescribe a large number of prescriptions for high dosage amounts of Highly Diverted Controlled Substances;
 - (2) Prescribers whose prescriptions for Highly Diverted Controlled Substances are routinely and disproportionately filled in a geographic area that is unusual based on the prescriber's location; and
 - (3) Prescribers who routinely prescribe out-of-specialty or out-of-practice area without legitimate reason.
- g) Reports or analysis generated by the Clearinghouse may not be based on complete data due to a lack of participation by non-Injunctive Relief Distributors and pharmacies. As such, Injunctive Relief Distributors shall not be held responsible for actions or inactions related to reports and analysis prepared by the Clearinghouse which may be based on incomplete data due to a lack of participation by non-Injunctive Relief Distributors and pharmacies.

D. Phase 2 of the Clearinghouse: Additional Data Collection and Analytics and Assumption of CSMP Functions

Within one (1) year of Phase 1 of the Clearinghouse being operational, the Clearinghouse and the Clearinghouse Advisory Panel shall develop a detailed strategic and implementation plan for Phase 2 of the Clearinghouse (“*Phase 2 Planning Report*”). Phase 2 will consist of two parts. Phase 2-A will focus on increasing data collection from non-Injunctive Relief Distributors, pharmacies and other data sources and developing enhanced analytics based on the experiences gained from Phase 1. Phase 2-A will also include recommendations for the development of uniform federal and state reporting. Phase 2-B will involve the potential assumption of various CSMP activities, including Threshold setting and order management by the Clearinghouse. The Phase 2 Planning Report will address both Phase 2-A and Phase 2-B. After the completion of the Phase 2 Planning Report, individual Injunctive Relief Distributors, in their sole discretion, may elect not to proceed with Phase 2-B as provided by Section XVII.E. If one or more Injunctive Relief Distributors elect to proceed with Phase 2-B, the goal will be to have Phase 2-B fully operational within two (2) years of the Clearinghouse Retention Date and no later than three (3) years of the Clearinghouse Retention Date.

1. Phase 2-A: Additional Data Collection and Analytics

- a) During Phase 2-A, the Clearinghouse will continue the functions defined in Phase 1 and work to expand the scope of its data collection and enhance its analytics and reporting capabilities including the following:
 - (1) Integration of data from additional sources, including:
 - (a) Transaction data from other distributors, including manufacturers that distribute directly to retail pharmacies and pharmacies that self-warehouse; and
 - (b) Where possible, state PDMP data and other data, including, but not limited to, State Board of Medicine and Board of Pharmacy sanctions, and agreed-upon industry data. If state PDMP data is effectively duplicative of Dispensing Data already obtained in Phase 1, it will not be necessary for the Clearinghouse to obtain state PDMP data.
 - (2) Development of additional metrics analyzing the data available from the additional data sources (PDMP, other pharmacy data, sanction authorities, and third-party volume projections).

- (3) Development of real-time or near real-time access to distribution data, dispensing data and other data sources.
- (4) Refinement of methodologies for analyzing Dispensing Data to identify suspicious prescribers.
- (5) Development of additional capabilities to provide Settling States, the Injunctive Relief Distributors and potentially the DEA customized reporting from the Clearinghouse upon reasonable request.

2. Phase 2-A: Uniform Required Reporting

- a) The Clearinghouse and the Clearinghouse Advisory Panel shall develop uniform reporting recommendations for potential implementation by state regulators in order to allow the Injunctive Relief Distributors to satisfy their obligations under the Injunctive Relief Terms and state and federal laws in a uniform and consistent manner.
- b) It is a goal of the Settling States and the Injunctive Relief Distributors to:
 - (1) Streamline and simplify required reporting which will benefit the Injunctive Relief Distributors and the Settling States, as well as the DEA;
 - (2) Develop uniform transactional and Suspicious Order reporting requirements; and
 - (3) Provide for the submission of uniform Suspicious Order reports.

3. Phase 2-B: Clearinghouse Assumption of CSMP Functions

- a) With respect to Phase 2-B, the Phase 2 Planning Report shall address:
 - (1) Engagement with stakeholders, including the DEA, to develop the system of Threshold setting and Suspicious Order reporting to potentially be provided by the Clearinghouse;
 - (2) Development of technology and rules, including any proposed changes to federal law or regulations;
 - (3) Development of models for the identification of Suspicious Orders and setting universal Thresholds in a manner

consistent with Section XII. These models shall include active order management and order fulfillment protocols to ensure that orders are compared to relevant Thresholds by the Clearinghouse before shipment instructions are provided by the Clearinghouse to the Injunctive Relief Distributors. The models shall also include the identification of Suspicious Orders when they are placed by Customers, which will be held before shipment or blocked based on instructions provided by the Clearinghouse to the Injunctive Relief Distributors.

- (4) Development of criteria governing distribution to Customers that have placed one or more Orders that exceed a Threshold;
 - (5) Development of rules for allocating Orders placed by Customers that have more than one Distributor if one or more Orders exceed a Threshold;
 - (6) Development of a pilot project for a sample geographic region to perform data analysis to test the models for Threshold setting and the identification of Suspicious Orders.
- b) Following implementation of Phase 2-B, the Injunctive Relief Distributors participating in Phase 2-B and the State Compliance Review Committee shall meet and confer with respect to whether to expand the scope of the Clearinghouse to cover additional anti-diversion functions, such as the performance of due diligence.
- c) CSMP functions that have been assumed by the Clearinghouse during Phase 2-B will no longer be performed by participating Injunctive Relief Distributors individually through their CSMPs. CSMP functions performed by the Clearinghouse will assist participating Injunctive Relief Distributors to satisfy the applicable legal obligations of those Injunctive Relief Distributors. The Clearinghouse's performance of CSMP functions will not relieve participating Injunctive Relief Distributors from their legal obligations unless (i) the Injunctive Relief Distributors and the State Compliance Review Committee jointly enter into a written agreement for the Clearinghouse to assume legal requirements during Phase 2-B; and (ii) all vendors and consultants working on the Clearinghouse agree in writing to assume such obligations. Nothing in this paragraph shall apply to any Injunctive Relief Distributor that does not participate in Phase 2-B pursuant to Section XVII.E.

E. Option to Opt Out of Phase 2-B

1. Each Injunctive Relief Distributor shall have the option, in its sole discretion, to elect not to participate in Phase 2-B at any point. In the event that an Injunctive Relief Distributor elects not to participate in Phase 2-B, that Injunctive Relief Distributor shall cease to have any obligation to fund future costs directly related to Phase 2-B of the Clearinghouse or to implement the Clearinghouse's determinations as to identification of Suspicious Orders and Suspicious Order reporting. If an Injunctive Relief Distributor elects not to participate in Phase 2-B, that Injunctive Relief Distributor shall remain responsible for the requirements specified for Phase 1 and Phase 2-A of the Clearinghouse and shall be responsible for contributing to the costs associated with Phase 1 and Phase 2-A.
2. In the event that an Injunctive Relief Distributor elects not to participate in Phase 2-B, the Clearinghouse Advisory Panel shall discuss and make recommendations for any necessary adjustments to the Phase 2-B capabilities described in Section XVII.D.3.

F. Funding

1. The establishment and ongoing operations of the Clearinghouse shall be funded by the Injunctive Relief Distributors for a period of ten (10) years commencing on the Clearinghouse Retention Date.
2. For each of the first two (2) years of the operation of the Clearinghouse, the Injunctive Relief Distributors will make total payments of \$7.5 million per year combined. For years three (3) through ten (10), the Injunctive Relief Distributors will make total payments of \$3 million per year combined. Additional costs associated with Phase 2-B shall be billed to the Injunctive Relief Distributors participating in Phase 2-B.
3. Payments by the Injunctive Relief Distributors for the Clearinghouse shall be allocated among the Injunctive Relief Distributors as set forth in Section IV.H of the Settlement Agreement, dated as of July 21, 2021, which incorporates these Injunctive Relief Terms as Exhibit P.
4. In the event that the cost of the Clearinghouse exceeds the amounts provided by the Injunctive Relief Distributors, the Injunctive Relief Distributors and State Compliance Review Committee shall meet-and-confer on alternatives, which may include:
 - a) Limiting the operations of the Clearinghouse consistent with a revised budget;
 - b) Seeking additional sources of funding for the Clearinghouse; and/or

- c) Allocating, in a manner consistent with the allocation of payments between the Injunctive Relief Distributors as set forth in Section XVII.F.3, additional amounts that are the responsibility of the Injunctive Relief Distributors to be used for the operation of the Clearinghouse.
- 5. The Injunctive Relief Distributors and the State Compliance Review Committee agree to engage in good faith discussions regarding potential continued operation and funding of the Clearinghouse following the initial ten (10) year period of Clearinghouse operations.
- 6. The Injunctive Relief Distributors and the State Compliance Review Committee shall develop a means to obtain payments from other parties that may use or benefit from the Clearinghouse, including, but not limited to, other settling defendants, non-Injunctive Relief Distributors, or other parties and the Clearinghouse Advisory Panel shall consider other funding sources for the Clearinghouse. This may include consideration of a user fee or other model by which non-Injunctive Relief Distributors that use the Clearinghouse will contribute to funding the Clearinghouse.
- 7. In the event that ten (10) or more Settling States reach agreements with any national retail chain pharmacies to resolve claims related to the distribution of Controlled Substances, the Settling States' Attorneys' General agree to make participation in the Clearinghouse, including providing data to the Clearinghouse and contribution to the cost of the operation of the Clearinghouse, a condition of any settlement. The Settling States' Attorneys' General agree to make best efforts to ensure that any other settling distributors and/or pharmacies participate in the Clearinghouse. To the extent that the Attorneys General are able to secure participation by additional distributors and/or pharmacies, it is anticipated that, to the extent practicable based on the financial and relative size of the settling distributor and/or pharmacy, those entities will contribute to the cost of the operation of the Clearinghouse. The Injunctive Relief Distributors' obligation to fund the Clearinghouse shall be partially reduced by contributions obtained from other distributors and/or pharmacies pursuant to a formula to be determined by the Clearinghouse Advisory Panel.

G. Confidentiality

- 1. All data provided to the Clearinghouse shall be confidential.
- 2. Information provided by distributors participating in the Clearinghouse may not be provided to any other entity or individual outside those expressly contemplated by the Injunctive Relief Terms.

3. The Clearinghouse may not provide to any distributor information specific to another distributor. Notwithstanding the prior sentence, the Clearinghouse may provide blinded data to a distributor reflecting total Orders (across all distributors) for a particular Customer, region, and/or state at the base code and NDC number level and all transactional data information. Such information may only be used by receiving distributors for purposes of identifying, minimizing, or otherwise addressing the risk of Controlled Substances diversion. No distributor or pharmacy, including the Injunctive Relief Distributors, shall attempt to obtain revenue from this information. Such information provided by the Clearinghouse shall be compliant with all applicable laws and regulations.
4. If the Clearinghouse receives a request for disclosure of any data, material or other information created or shared under the Injunctive Relief Terms, pursuant to a Third Party Request, the Clearinghouse shall notify the Injunctive Relief Distributors and the Clearinghouse Advisory Panel of the Third Party Request and any confidential information to be disclosed so that the Injunctive Relief Distributors may seek a protective order or otherwise challenge or object to the disclosure. The Clearinghouse shall provide the Injunctive Relief Distributors and the Clearinghouse Advisory Panel with at least ten (10) days' advance notice before complying with any Third Party Request for confidential information, except where state law requires a lesser period of advance notice.

H. Data Integrity

1. The Clearinghouse shall use best-in-class technology to preserve the integrity of the data.
2. The Clearinghouse shall report any data breaches under HIPAA and state law that occur as a result of any of its data collection and reporting activities to the Settling States and other authorities as required by law.
3. The Injunctive Relief Distributors and the Settling States shall not be liable for any breaches of any databases maintained by the Clearinghouse. This does not excuse the Clearinghouse or its vendor(s) from compliance with all state and federal laws and regulations governing (1) the protection of personal information and protected health information, or (2) notifications relating to Data Security Events.

I. Credit for Investment in the Clearinghouse

1. The Injunctive Relief Distributors and the State Compliance Review Committee shall negotiate in good faith regarding a potential credit against Injunctive Relief Distributors' overall settlement obligations if costs exceed the amounts specified in Section XVII.F.

XVIII. MONITOR

A. Monitor Selection and Engagement

1. The Injunctive Relief Distributors shall engage a Monitor to perform the reviews described in Section XVIII.F. The Monitor shall employ or retain personnel who have appropriate qualifications related to the pharmaceutical industry and the laws governing the distribution of pharmaceuticals, the distribution of Controlled Substances, and the applicable requirements of federal and state law. The Monitor may also employ or retain personnel who have appropriate qualifications in the audit and review of sample documents in order to conduct the reviews described in Section XVIII.F. To the extent additional expertise is required for the engagement, the Monitor may retain the services of third-party consultants.
2. The Monitor must perform each review described in Section XVIII.F in a professionally independent and objective fashion, as defined in the most recent Government Auditing Standards issued by the United States Government Accountability Office. A Monitor shall not be engaged in active litigation involving one or more of the Injunctive Relief Distributors or Settling States or present a potential conflict of interest involving matters concerning an Injunctive Relief Distributor, except by agreement of the affected parties. If the Monitor is employed by an entity that performed work for any Injunctive Relief Distributor or any of the Settling States prior to the Effective Date, the Monitor will cause to be implemented appropriate ethical walls between the Monitor team and the employees of the firm who have previously performed work for an Injunctive Relief Distributor or any of the Settling States.
3. The process for selecting the Monitor shall be as follows:
 - a) Within sixty (60) calendar days of the Effective Date, the Injunctive Relief Distributors and the State Compliance Review Committee shall exchange pools of recommended candidates to serve as the Monitor. The pools shall each contain the names of three (3) individuals, groups of individuals, or firms.
 - b) After receiving the pools of Monitor candidates, the Injunctive Relief Distributors and the State Compliance Review Committee shall have the right to meet with the candidates and conduct appropriate interviews of the personnel who are expected to work on the project. The Injunctive Relief Distributors (individually or in combination) and the State Compliance Review Committee may veto any of the candidates, and must do so in writing within thirty (30) days of receiving the pool of candidates. If all three (3) candidates within a pool are rejected by either the Injunctive Relief

Distributors or the State Compliance Review Committee, the party who rejected the three (3) candidates may direct the other party to provide up to three (3) additional qualified candidates within thirty (30) calendar days of receipt of said notice.

- c) If the Injunctive Relief Distributors or the State Compliance Review Committee do not object to a proposed candidate, the Injunctive Relief Distributors or the State Compliance Review Committee shall so notify the other in writing within thirty (30) days of receiving the pool of candidates. If more than one candidate remains, the State Compliance Review Committee shall select the Monitor from the remaining candidates. Within thirty (30) calendar days of the selection of the Monitor, the Injunctive Relief Distributors shall retain the Monitor, and finalize all terms of engagement, supplying a copy of an engagement letter to the State Compliance Review Committee. The terms of engagement shall include a process by which Injunctive Relief Distributors may challenge Monitor costs as excessive, duplicative or unnecessary, which process must be approved by the State Compliance Review Committee.
4. The Injunctive Relief Distributors shall be responsible for the Monitor's fees and costs directly related to its performance of the work specified by the Injunctive Relief Terms up to a limit of \$1,000,000 per year per Injunctive Relief Distributor (*i.e.*, a total of \$3,000,000 per year).
5. Prior to each year, the Monitor shall submit a combined annual budget to the Injunctive Relief Distributors and State Compliance Review Committee that shall not exceed a total of \$3,000,000. The Monitor shall submit quarterly reports to the Injunctive Relief Distributors and the State Compliance Review Committee tracking actual spend to the annual budget.
6. In the event that any of the Injunctive Relief Distributors or State Compliance Review Committee believe that the Monitor is not performing its duties and responsibilities under the Injunctive Relief Terms in a reasonably cost effective manner, an Injunctive Relief Distributor or the State Compliance Review Committee shall recommend in writing changes to the Monitor's practices to reduce cost. The Monitor, Injunctive Relief Distributors, and the State Compliance Review Committee shall meet and confer in good faith in response to such a recommendation.
7. In the event that the Injunctive Relief Distributor and the State Compliance Review Committee cannot agree on whether the recommended cost reductions are warranted, either the State Compliance Review Committee or the Injunctive Relief Distributors may submit the question to the National Arbitration Panel, who shall determine whether

the Monitor is performing its duties and responsibilities under the Injunctive Relief Terms in a reasonably cost effective manner, and, if not, the necessary changes to the Monitor's practices to reduce cost.

8. If the National Arbitration Panel determines that the Monitor cannot complete the reviews described in Section XVIII.F within the combined annual budget of \$3,000,000, the National Arbitration Panel shall require the Monitor to provide the Injunctive Relief Distributors and the State Compliance Review Committee with a written report explaining why it is not possible to complete the reviews within budget and all steps the Monitor has taken to perform its duties and responsibilities under the Injunctive Relief Terms in a reasonably cost effective manner. After receiving the Monitor's report, the Injunctive Relief Distributors, and the State Compliance Review Committee shall meet and confer in good faith to determine whether an increase in the combined budget is appropriate. If the Injunctive Relief Distributors and the State Compliance Review Committee cannot reach an agreement on the amount of the reasonable costs in excess of \$3,000,000 for the relevant year, the issue will be submitted to the National Arbitration Panel for resolution. The National Arbitration Panel may award additional costs up to total cap of \$5,000,000 for the relevant year (\$3,000,000 plus an additional \$2,000,000).
9. Unless the Injunctive Relief Distributors and the State Compliance Review Committee agree otherwise as part of the meet and confer process in the prior paragraph (such as by agreeing to limit the Monitor's duties and responsibilities for the remainder of the year), the amount above \$3,000,000 and up to the total cap of \$5,000,000 in a given year necessary for the Monitor to complete the reviews described in Section XVIII.F shall be divided evenly among the Injunctive Relief Distributors without reducing any other amounts that are the responsibility of the Injunctive Relief Distributors.

B. Early Termination of the Monitor

1. In the event any of the Injunctive Relief Distributors or State Compliance Review Committee believe that the Monitor is not performing its duties and responsibilities under the Injunctive Relief Terms in a reasonably professional, competent and independent manner, an Injunctive Relief Distributor or the State Compliance Review Committee shall recommend replacement of the Monitor in writing. The Injunctive Relief Distributors and the State Compliance Review Committee shall meet and confer in good faith in response to a recommendation to replace the Monitor. If the State Compliance Review Committee and the Injunctive Relief Distributors agree that the Monitor should be replaced, a replacement Monitor will be selected in the manner set forth in Section XVIII.A.3.

2. In the event the Injunctive Relief Distributor and the State Compliance Review Committee cannot agree on whether the Monitor should be replaced, either the State Compliance Review Committee or the Injunctive Relief Distributors may submit the question of the Monitor's dismissal to the National Arbitration Panel, and the Monitor shall only be dismissed if that panel finds that there is Good Cause for dismissal. Good Cause for dismissal shall mean (a) a material and substantial breach of the terms of the Monitor's obligations under the Injunctive Relief Terms; (b) any act of dishonesty, misappropriation, embezzlement, intentional fraud, or similar conduct by the Monitor; (c) any clear pattern of bias or prejudice in favor or against any party by the Monitor; (d) conduct by the Monitor that demonstrates unfitness to fulfill the functions of the Monitor reasonably and competently; or (e) conflicts of interest described in Section XVIII.A.2. If the panel finds that the Monitor should be dismissed, a replacement Monitor will be selected in the manner set forth in Section XVIII.A.3.
3. In addition, if the Monitor resigns for any reason, a replacement Monitor will be selected in the manner set forth in Section XVIII.A.3.

C. Term and Reporting Periods

1. The term of the Monitor will be five (5) years from the date the Monitor is appointed, divided into one-year periods for purposes of the reviews and reporting described in Section XVIII ("*Reporting Periods*").

D. Monitor Access to Information

1. In connection with its reviews set forth in Section XVIII.F, the Monitor may request to interview employees with appropriate authority and responsibilities as necessary. In the event that an Injunctive Relief Distributor believes that the Monitor is requesting an unreasonable number of interviews or requesting interviews of employees who do not have relevant information to the reviews required by Section XVIII.F, the Injunctive Relief Distributor and State Compliance Review Committee shall meet and confer in good faith to resolve this issue.
2. The Chief Diversion Control Officer of each Injunctive Relief Distributor or a direct report of the Chief Diversion Control Officer shall serve as the primary point of contact for the Monitor to facilitate the Monitor's access to documents, materials, or staff necessary to conduct the reviews specified in Section XVIII.F. The Monitor shall communicate any request for documents, materials, or access to staff to the Chief Diversion Control Officers or their designees.
3. If at any time the Monitor believes there is undue delay, resistance, interference, limitation, or denial of access to any records or to any

employee or former employee deemed necessary by the Monitor to conduct the reviews specified in Section XVIII.F, the Monitor shall notify the Chief Diversion Control Officer of the Injunctive Relief Distributor and they shall meet and confer to resolve such issue. If the Monitor believes that the matter was not resolved, the Monitor shall immediately report the issue to the State Compliance Review Committee.

4. To the extent any of the documents requested by the Monitor contain material protected from disclosure by any legal privilege, including the attorney-client privilege or attorney work product protections, an Injunctive Relief Distributor may redact such material before providing the documents to the Monitor, but must provide the Monitor with a privilege log describing the redacted information and identifying the basis for redaction.
5. Notwithstanding any other information referenced and produced pursuant to Section XVIII, the Monitor shall have access to, and each Injunctive Relief Distributor's Chief Diversion Control Officer shall produce to the Monitor, any settlement agreements with government entities entered into after the Effective Date specifically concerning the requirements contained in the Injunctive Relief Terms and an Injunctive Relief Distributor's distribution of Controlled Substances (as opposed to distribution of pharmaceutical products in general).

E. Settling States' Access to Monitor

1. Other than in connection with the initiation of a Notice of Potential Violation set forth in Section XIX.B.2, should the Monitor believe it needs to initiate communication with the State Compliance Review Committee regarding an Injunctive Relief Distributor's compliance with the Injunctive Relief Terms, the Monitor's communications should include the Chief Diversion Control Officer or counsel of the affected Injunctive Relief Distributor, regardless of the form of communication.
2. The State Compliance Review Committee shall have access to any settlement agreements produced to the Monitor pursuant to Section XVIII.D.5.

F. Reviews to be Conducted by the Monitor

1. There shall be two (2) types of reviews to be conducted by the Monitor:
 - a) Customer-specific reviews, as set forth in Section XVIII.F.2; and
 - b) System reviews, as set forth in Section XVIII.F.3.

2. Customer-Specific Reviews

- a) The following Customer-specific reviews will be conducted by the Monitor for each Injunctive Relief Distributor for each of the Reporting Periods:
 - (1) Threshold Change Request Review (“*TCR Review*”);
 - (2) Onboarding New Customer Review (“*Onboarding Review*”);
 - (3) Ongoing Due Diligence Review (“*Ongoing Diligence Review*”);
 - (4) Customer Termination Review (“*Termination Review*”); and
 - (5) Orders that Exceed Thresholds but are Shipped Review (“*Exceeded Threshold Review*”).
- b) Sample selection and audit periods for TCR Reviews, Onboarding Reviews, Ongoing Diligence Reviews, Termination Reviews, and Exceeded Threshold Reviews:
 - (1) For each Reporting Period, the Monitor will review a representative sample of files for the performance of the TCR Reviews, Onboarding Reviews, and Ongoing Diligence Reviews. The Monitor shall select a sample representative of various geographic regions, customer types (Independent Retail Pharmacy Customers or Chain Customer), and distribution centers.
 - (2) The Monitor will meet and confer with each of the Injunctive Relief Distributors to determine the appropriate audit period within each Reporting Period from which the samples will be selected (e.g. samples will be selected from the first six (6) months of a reporting period to allow the Monitor time to perform its review during the remainder of the reporting period).
 - (3) Within thirty (30) calendar days following the close of the agreed-upon audit period, the Injunctive Relief Distributors (or the Clearinghouse once operational, if able to do so) will provide the Monitor with the following lists of relevant Customers for each type of review:
 - (a) A list of all Customers that requested at least one Threshold increase for a Highly Diverted Controlled

Substance during the relevant audit period, including the number of such requests by each Customer;

- (b) A list of all Customers that were onboarded during the relevant audit period and, during that period, ordered and received Highly Diverted Controlled Substances;
 - (c) A list of all Customers that were the subject of an Ongoing Diligence Review during the relevant audit period;
 - (d) A list of all Customers that, for reasons related to Controlled Substance regulatory compliance, were terminated during the relevant audit period; and
 - (e) A list of all Orders for Highly Diverted Controlled Substances where a decision was made to ship the Order even though the order exceeded the otherwise applicable Threshold, with number of such shipped orders.
- (4) Within fifteen (15) calendar days of compiling this Customer information for sample selection, each Injunctive Relief Distributor shall propose a reasonable number of customer files for each review to the Monitor.
 - (5) Within fifteen (15) calendar days of receiving the lists specified above from the Injunctive Relief Distributors, the Monitor shall choose representative files to be reviewed from these lists. Each list will include the Customers' zip code, geographic region, distribution center, and customer type (Independent Retail Pharmacy Customer or Chain Customer).

c) TCR Reviews

- (1) For each Reporting Period, the Monitor shall conduct a TCR Review for a sample review of Customers who requested at least one Threshold increase for Highly Diverted Controlled Substances for each Injunctive Relief Distributor. For the TCR Reviews, the Monitor shall review the information contained in the files of the sample Customers and determine whether the information reflects substantial compliance with the requirements of Section XII.C.3.

- d) Onboarding Reviews
 - (1) For each Reporting Period, the Monitor shall conduct an Onboarding Review of a sample of Customers that were onboarded during the applicable audit period and, during that period, ordered and received Highly Diverted Controlled Substances from the Injunctive Relief Distributor. For the Onboarding Reviews, the Monitor shall review the information contained in the files of the sample Customers and determine whether the information reflects substantial compliance with the requirements of Section IX.
- e) Ongoing Diligence Reviews
 - (1) For each Reporting Period, the Monitor shall conduct an Ongoing Diligence Review of a sample of Customers for each Injunctive Relief Distributor that was the subject of an Ongoing Diligence Review during the relevant audit period. For the Ongoing Diligence Reviews, the Monitor shall review the information contained in the files of the sample of Customers and determine whether the information reflects substantial compliance with the requirements of Section X.
- f) Termination Reviews
 - (1) For each Reporting Period, the Monitor shall conduct a review of a sample of Customers that were terminated by each Injunctive Relief Distributor during the audit period. For the Termination Reviews, the Monitor shall review the information contained in the files of the sample of Customers and determine whether the information reflects substantial compliance with the requirements of Section XIV.
- g) Exceeded Threshold Review
 - (1) For each Reporting Period, the Monitor shall conduct a review of a sample of Orders for Highly Diverted Controlled Substances where a decision was made by the Injunctive Relief Distributor to ship the Order even though the Order exceeded the applicable Threshold. For the Exceeded Threshold Reviews, the Monitor shall review the information contained in the Customer files related to the Orders and determine whether the information reflects substantial compliance with the requirements of Section XIII.B.

3. Annual System Reviews:

- a) The following system reviews will be conducted by the Monitor for each Injunctive Relief Distributor for each of the Reporting Periods:
 - (1) CSMP Review;
 - (2) Threshold Setting Process Review;
 - (3) Suspicious Orders and Suspicious Order Report Review;
 - (4) Compensation Review;
 - (5) Red Flag Review; and
 - (6) Review of CSMP Integration with Clearinghouse.
- b) CSMP Review
 - (1) For each Reporting Period, the Monitor shall conduct a review of the following materials from each Injunctive Relief Distributor:
 - (a) Current CSMP policies and procedures;
 - (b) Organizational charts for the departments that are relevant to the CSMP organization;
 - (c) Logs and/or summaries of any reports received on the “hot line” required by Section V.E and the action or response of an Injunctive Relief Distributor to any such reports;
 - (d) Copies of the quarterly reports provided by the Chief Diversion Control Officer to the CSMP Committee as required by Section IV.C;
 - (e) Copies of the quarterly reports provided by the CSMP Committee to senior management and the Board of Directors as required by Section VI.C; and
 - (f) Copies of the materials used for the training required by Section VII and lists of the attendees of the training.

- c) Threshold Setting Process Review:
 - (1) For each Reporting Period, each Injunctive Relief Distributor or its outside consultants shall prepare a summary report describing how its Threshold-setting methodology for Independent Retail Pharmacy Customers and Chain Customers complies with Section XII (the “*Annual Threshold Analysis and Assessment Report*”).
 - (2) For each Reporting Period, the Monitor shall review the Annual Threshold Analysis and Assessment Report, determine whether the information reflects substantial compliance with the requirements of Section XII, and include any Observations and Recommendations, as defined in Section XVIII.G, in its annual Audit Report.
- d) Suspicious Orders and Suspicious Order Reporting Review:
 - (1) For each Reporting Period, each Injunctive Relief Distributors will provide the Monitor with a report containing summary metrics for the Suspicious Orders that were reported to the DEA and the Settling States (the “*Suspicious Order Metrics Report*”). In the Suspicious Order Metrics Report, the Injunctive Relief Distributors will also provide summary metrics for Orders of Highly Diverted Controlled Substances that exceeded a Threshold but were still shipped.
 - (2) For each Reporting Period, the Monitor shall review the Suspicious Order Metrics Report, determine whether the information reflects substantial compliance with the requirements of Section XIII, and include any Observations and Recommendations in its annual Audit Report.
- e) Compensation Reviews:
 - (1) For each Reporting Period, the Monitor will review compensation-related policy documents for each Injunctive Relief Distributor for sales personnel. The Monitor shall analyze those documents and determine whether the compensation policies of each Injunctive Relief Distributor comply with the requirements contained in Section V.
- f) Red Flags Review:
 - (1) For each Reporting Period, the Monitor shall review the Red Flags defined in Section VIII and their incorporation into each Injunctive Relief Distributor’s policies and

procedures. The Monitor shall determine whether the information reflects substantial compliance with the requirements of Section VIII and include any Observations and Recommendations, as called for by Section VIII.C, about those definitions in its annual Audit Report.

g) Review of CSMP Integration with the Clearinghouse:

- (1) For each Reporting Period, each Injunctive Relief Distributor shall prepare a report summarizing the status of the Injunctive Relief Distributor's CSMP integration with the operation of the Clearinghouse ("*Clearinghouse Integration Report*"). The Monitor shall review each Injunctive Relief Distributor's Clearinghouse Integration Report, determine whether the information reflects substantial compliance with the requirements of Section XVII, and include any Observations and Recommendations in its annual Audit Report.

G. Observations and Recommendations:

1. If the Monitor notes any areas for potential improvement during the course of the reviews conducted pursuant to the Injunctive Relief Terms, the Monitor shall include any such recommendations in the Audit Report. Collectively, any such questions, concerns or recommendations will be referred to as "*Observations and Recommendations.*"

H. Audit Reports:

1. No later than one hundred and twenty (120) calendar days prior to the end of a Reporting Period and/or at any other time deemed reasonably necessary by the Monitor, the Monitor shall provide each Injunctive Relief Distributor with a draft report detailing any instances of substantial non-compliance with the applicable provisions of the Injunctive Relief Terms from the reviews in Section XVIII.F (the "*Draft Report*"). The Draft Report will also describe any Observations and Recommendations.
2. Within thirty (30) calendar days of its receipt of the Draft Report, the Injunctive Relief Distributor will provide comments and responses to the Draft Report. The Injunctive Relief Distributor will, among other things:
 - a) Respond to each instance of substantial non-compliance, including, where appropriate, describing any corrective action taken (or to be taken).
 - b) Respond to each Observation and Recommendation.

3. Within thirty (30) calendar days of its receipt of the Injunctive Relief Distributors' responses to the Draft Report, the Monitor shall provide a final report (the "*Audit Report*") to each Injunctive Relief Distributor and the State Compliance Review Committee. The Monitor shall provide the State Compliance Review Committee with a copy of an Injunctive Relief Distributor's response to the Draft Report.
4. No action or lack of action by the Settling States regarding information received from the Monitor concerning an Injunctive Relief Distributor's conduct shall be considered affirmation, acceptance, or ratification of that conduct by the Settling States.

I. Confidentiality:

1. Materials and information provided by the Injunctive Relief Distributors to the Monitor that are designated "*Confidential*" (and any parts, portions, or derivations thereof) (the "*Confidential Information*") will be kept confidential and not be shown, disclosed, or distributed to any other party, including any other Injunctive Relief Distributor.
2. The Monitor will not use materials or information received from one Injunctive Relief Distributor, or information or analysis developed using the Confidential Information of an Injunctive Relief Distributor, in its assessment of any other Injunctive Relief Distributor. Because each Injunctive Relief Distributor operates pursuant to its own unique policies and procedures intended to comply with legal and other requirements of the Injunctive Relief Terms, the Monitor shall apply the standards of each Injunctive Relief Distributor to its reviews without preference to the practices or standards applied by any other Injunctive Relief Distributor.
3. If any of the Settling States or the Monitor receive a request for disclosure of any material or information created or shared under the Injunctive Relief Terms, pursuant to a Third Party Request, the Settling State or the Monitor, respectively, shall notify the Injunctive Relief Distributors of the Third Party Request and the Confidential Information to be disclosed so that the Injunctive Relief Distributors may seek a protective order or otherwise challenge or object to the disclosure. The Settling State or the Monitor will provide the Injunctive Relief Distributors with at least ten (10) days' advance notice before complying with any Third Party Request for Confidential Information, except where state law requires a lesser period of advance notice.
4. Nothing herein will be deemed to prevent any party from claiming any applicable exemption to the public information act, freedom of information act, public records act, or similar law.

XIX. ENFORCEMENT OF INJUNCTIVE RELIEF TERMS

A. State Compliance Review Committee:

1. Any Settling State may initiate a review of a Potential Violation consistent with the process set forth in Section XIX.
2. The State Compliance Review Committee shall assign the Monitor the responsibilities set forth in Sections XIX.B.3 through XIX.B.7, regarding review of a Potential Violation and an opportunity to cure, except with respect to matters requiring interpretation of the Injunctive Relief Terms subject to Section XIX.C.2. The objective of the Monitor shall be to facilitate a resolution among the parties, providing an opportunity to cure, as applicable, for the party against whom a Potential Violation has been alleged.
3. No less than six (6) months before the Monitor's term expires pursuant to Section XVIII, the State Compliance Review Committee and Injunctive Relief Distributors shall meet and confer in good faith to determine the parameters and processes for continued enforcement, consistent to the maximum extent possible with the provisions set forth in Section XIX, for the period after the Monitor's term has ended. Absent agreement between the State Compliance Review Committee and Injunctive Relief Distributors, all provisions set forth in Section XIX involving the Monitor are excused after the Monitor's term has ended.
4. Should an Injunctive Relief Distributor allege in good faith that a Settling State or the Monitor has impaired the ability of the Injunctive Relief Distributor to meet the Injunctive Relief Terms, the Injunctive Relief Distributor may request the State Compliance Review Committee to mediate any dispute in an effort to avoid the time and expense of litigation regarding interpretation and enforcement of the Injunctive Relief Terms.

B. Process for Review of Potential Violations and Opportunity to Cure:

1. Definition of "Potential Violation": A Potential Violation occurs when an Injunctive Relief Distributor is alleged to not be in substantial compliance with (i) the Injunctive Relief Terms or (ii) a Corrective Action Plan adopted consistent with the process set forth in Section XIX.B.7.
2. Submission of Notice of Potential Violation. An allegation of a Potential Violation shall be submitted to the State Compliance Review Committee in writing by one or more Settling States ("*Notice of Potential Violation*" or "*Notice*") and shall include the following to the extent practicable:
 - a) Specification of the particular Injunctive Relief Term(s) and/or Corrective Action Plan(s) implicated by the Potential Violation;

- b) Description of the Potential Violation with specificity;
 - c) The reasoning for and, if available, any documentation supporting the allegation that a Potential Violation has occurred, including whether the Potential Violation is a matter identified by the Monitor in an Audit Report; and
 - d) Description of the time-sensitivity of the Potential Violation, if relevant.
3. Assignment to Monitor. The State Compliance Review Committee shall review every Notice. If the State Compliance Review Committee reasonably believes that further review is warranted, the State Compliance Review Committee shall forward the Notice to the Monitor. The Monitor shall ensure that the Injunctive Relief Distributor that is the subject of the Notice receives a copy of the Notice and a proposed schedule consistent with the process set forth in Sections XIX.B.4 and XIX.B.5.
4. Response to Notice of Potential Violation. Within thirty (30) days of receipt of the Notice of Potential Violation, the Injunctive Relief Distributor that is the subject of the Notice shall provide a written response to the referring Settling State(s), the Monitor, and the State Compliance Review Committee. The response (a) shall set forth the reasons the Injunctive Relief Distributor that is the subject of the Notice believes that it is in substantial compliance with the relevant Injunctive Relief Term(s) and/or Corrective Action Plan(s), and (b) as applicable, shall explain efforts undertaken to cure the Potential Violation and a schedule for completing the efforts to cure.
5. Conference for Parties re Notice of Potential Violation. The parties to the Notice shall meet or otherwise confer regarding the Potential Violation. The parties and the Monitor shall make themselves available for such a meeting (which may at any party's election be a virtual or technology-based meeting), provided, however, that the meeting is not required to take place sooner than fifteen (15) days after a written response to the Notice of Potential Violation.
6. Process for Previously-Submitted Notices of Potential Violation. At the request of the parties to a Notice, the Monitor shall determine whether the Notice implicates the same or similar issues as a previously submitted Notice or is a matter previously identified by the Monitor in an Audit Report involving the same party alleged to have engaged in a Potential Violation, and make an initial determination as to whether the issues needs to be addressed anew. The Monitor shall inform the Settling State and Injunctive Relief Distributor involved in the previous Notice or the subject of a matter previously identified by the Monitor in an Audit Report of its determination within five (5) business days of receipt of the Notice. The

Settling State and Injunctive Relief Distributor shall have five (5) business days to object to the determination. If an objection is made, the Monitor shall respond to the objection within five (5) business days. If no objection is made, the party involved in the prior Notice may rely on the response to the previously submitted Notice or matter previously identified by the Monitor in an Audit Report and no further action shall be required.

7. Monitor Resolution of Potential Violation and Opportunity to Cure. Within thirty (30) days of the meeting pursuant to Section XIX.B.5, the Monitor, taking into consideration the submissions of the parties involved in the Notice and other information available to the Monitor, shall resolve the Notice as follows:
- a) If the Monitor reasonably believes that a Potential Violation is not ongoing or has been substantially resolved as of thirty (30) days from the meeting pursuant to Section XIX.B.5, the Monitor shall provide written notice to the State Compliance Review Committee and the Settling State(s) and Injunctive Relief Distributor involved in the Notice.
 - b) If the Monitor reasonably believes that a Potential Violation is ongoing and has not been substantially resolved as of thirty (30) days from the meeting pursuant to Section XIX.B.5, the Monitor shall provide written notice to the State Compliance Review Committee and the Settling State(s) and Injunctive Relief Distributor involved in the Notice and request that the Injunctive Relief Distributor prepare, within thirty (30) days of the receipt of such written notice, a Corrective Action Plan to remedy such Potential Violation, including a reasonable period for implementation of such plan. The Monitor may extend the period of time to submit a Corrective Action Plan up to ninety (90) days based on a reasonable request by the affected party.
 - c) A Corrective Action Plan may address multiple Potential Violations, and an existing Corrective Action Plan may be amended to address additional Potential Violations.
 - d) Within ten (10) business days of submission of a Corrective Action Plan regarding a Potential Violation, the Monitor shall confer with the State Compliance Review Committee and the Settling State(s) and Injunctive Relief Distributor involved in the Notice regarding the proposed Corrective Action Plan. The Monitor may recommend revisions in its discretion. The conference required by this paragraph may at any party's election be a virtual or technology-based meeting.

- e) Within thirty (30) days of the conference in Section XIX.B.7.d, the Monitor shall advise the State Compliance Review Committee and the Settling State(s) and Injunctive Relief Distributor involved in the Notice whether the Monitor has adopted the proposed Corrective Action Plan or whether the Monitor has adopted it after making modifications. The Monitor shall also set forth a reasonable period for implementation of any such plan that has been adopted. The Injunctive Relief Distributor that is subject to a Corrective Action Plan adopted by the Monitor must begin to comply with the Corrective Action Plan within five (5) business days of receiving notice of the Corrective Action Plan has been adopted, unless it seeks review by the State Compliance Review Committee pursuant to Section XIX.C.1.

C. Enforcement Responsibilities of State Compliance Review Committee:

1. The Settling State(s) or Injunctive Relief Distributor involved in a Notice may request the State Compliance Review Committee to review the resolution (including a resolution pursuant to Section XIX.B.7.a) and/or Corrective Action Plan adopted by the Monitor regarding that Notice. Any such request must be made within five (5) business days of a resolution or adoption of a Corrective Action Plan by the Monitor. The State Compliance Review Committee, taking into consideration the resolution by the Monitor, submissions of the Settling State(s) or Injunctive Relief Distributor, and other information available to the Committee, shall within thirty (30) days of receipt of the request resolve the matter by written notice to the affected parties, which shall include the State Compliance Review Committee's reasoning in reaching its resolution. The State Compliance Review Committee may agree, disagree, or modify any resolution or Corrective Action Plan that it reviews. An Injunctive Relief Distributor that is subject to a Corrective Action Plan that is affirmed or affirmed as amended by the State Compliance Review Committee must within five (5) business days begin to comply with the Corrective Action Plan.
2. The State Compliance Review Committee shall review any issues raised by a Notice regarding the interpretation of the Injunctive Relief Terms at the request of the Settling State(s), Injunctive Relief Distributor involved in a Notice, or the Monitor. Such a request may be made at any time after the Notice's submission, and the request will not extend the timelines set forth in Sections XIX.B and XIX.C.1. The State Compliance Review Committee shall notify the Monitor, Settling State(s) and Injunctive Relief Distributor involved in the Notice of its determination. Settling States and Injunctive Relief Distributors do not waive their rights to challenge the interpretation of the Injunctive Relief Terms by the State Compliance Review Committee in any subsequent proceeding pursuant to Section XIX.E.2.

3. The State Compliance Review Committee may, independent of a Notice of Potential Violation, review requests by a Monitor, Settling State, or Injunctive Relief Distributor regarding the interpretation of the Injunctive Relief Terms. The State Compliance Review Committee shall notify the Monitor and requesting party of its interpretation, including the State Compliance Review Committee's reasoning in reaching its conclusion. Settling States and Injunctive Relief Distributors do not waive their rights to challenge the interpretation of the Injunctive Relief Terms by the State Compliance Review Committee in any subsequent proceeding pursuant to Section XIX.E.2.
4. The State Compliance Review Committee shall make available to all Settling States and Injunctive Relief Distributors any interpretation it issues pursuant to Sections XIX.C.2 and XIX.C.3.

D. Composition of State Compliance Review Committee:

1. A Settling State on the State Compliance Review Committee that is in active litigation with one or more of the Injunctive Relief Distributors, or in another potential conflict of interest involving compliance with Controlled Substances laws and regulations, may not serve on the State Compliance Review Committee for matters involving the affected Injunctive Relief Distributor, and the remaining Settling States on the State Compliance Review Committee shall within five (5) business days select an alternate Settling State as a replacement.
2. If the affected state on the State Compliance Review Committee disputes that it has a disqualifying active litigation or other conflict of interest, the determination of whether that state has a conflict disqualifying it from serving on the State Compliance Review Committee shall be made by the remaining states on the State Compliance Review Committee.

E. Enforcement Actions:

1. Any written notice or resolution by the State Compliance Review Committee regarding the matters set forth in Sections XIX.B and XIX.C shall provide the State Compliance Review Committee's assessment of the matter but will not be an official opinion of any individual Settling State.
2. Following the issuance of a written notice or resolution of the State Compliance Review Committee pursuant to Section XIX.C, a Settling State or Injunctive Relief Distributor may take whatever action it deems necessary related to the written notice or resolution issued by the State Compliance Review Committee, provided that the Settling State or Injunctive Relief Distributor is either (a) the Settling State that sought review by the State Compliance Review Committee, or (b) the Injunctive Relief Distributor that is the subject of the Potential Violation at issue.

Such action may include but is not limited to bringing an action to enforce the settlement agreement, filing a new original action, or, the parties to a Notice attempting to negotiate a Corrective Action Plan directly with each other.

3. The Settling States agree that prior to taking any court or administrative action, other than an action that is necessary to address an immediate threat to the health, safety, or welfare of the citizens of the Settling State, or that a public emergency requiring immediate action exists, it will follow the process outlined in Sections XIX.B and XIX.C.
4. A Settling State or Injunctive Relief Distributor must bring a court or administrative action within six (6) months of any resolution of the State Compliance Review Committee, unless the alleged violation is also an independent violation of state or federal law, or an action that a Settling State concludes is necessary to address an immediate threat to the health, safety, or welfare of the citizens of the State, or that a public emergency requiring immediate action exists, in which cases, the applicable statute of limitations (if any) for sovereign actions shall apply.

EXHIBIT Q

Illustrative Examples of Prepayments

Example 1

Gross Settlement Prepayment: \$3,000,000

Settlement Prepayment Reduction Schedule: Reduce amounts paid for each of Payment Years 8, 13, and 18 by \$1,000,000

Net Settlement Prepayment Amount (assumes discount rate of five percent (5%)): \$2,591,513
(\$863,838 for each of Payment Years 5, 10, and 15)

| Payment Year | Initial Settlement Payment Schedule | Settlement Prepayment Reduction (-) | Net Settlement Prepayment (+) | Revised Settlement Payment Schedule |
|--------------|-------------------------------------|-------------------------------------|-------------------------------|-------------------------------------|
| 1 | \$1,000,000 | | | \$1,000,000 |
| 2 | \$1,000,000 | | | \$1,000,000 |
| 3 | \$1,000,000 | | | \$1,000,000 |
| 4 | \$1,000,000 | | | \$1,000,000 |
| 5 | \$1,000,000 | | \$863,838 | \$1,863,838 |
| 6 | \$1,000,000 | | | \$1,000,000 |
| 7 | \$1,000,000 | | | \$1,000,000 |
| 8 | \$1,000,000 | \$1,000,000 | | \$0 |
| 9 | \$1,000,000 | | | \$1,000,000 |
| 10 | \$1,000,000 | | \$863,838 | \$1,863,838 |
| 11 | \$1,000,000 | | | \$1,000,000 |
| 12 | \$1,000,000 | | | \$1,000,000 |
| 13 | \$1,000,000 | \$1,000,000 | | \$0 |
| 14 | \$1,000,000 | | | \$1,000,000 |
| 15 | \$1,000,000 | | \$863,838 | \$1,863,838 |
| 16 | \$1,000,000 | | | \$1,000,000 |
| 17 | \$1,000,000 | | | \$1,000,000 |
| 18 | \$1,000,000 | \$1,000,000 | | \$0 |
| Total | \$18,000,000 | \$3,000,000 | \$2,591,513 | \$17,591,513 |

Example 2

Gross Settlement Prepayment: \$3,000,000

Settlement Prepayment Reduction Schedule: Reduce amounts paid for each of Payment Years 4, 9, and 14 by \$1,000,000

Net Settlement Prepayment Amount (assumes discount rate of five percent (5%)): \$2,857,143
(\$952,381 for each of Payment Years 3, 8, and 13)

| Payment Year | Initial Settlement Payment Schedule | Settlement Prepayment Reduction (-) | Net Settlement Prepayment (+) | Revised Settlement Payment Schedule |
|--------------|-------------------------------------|-------------------------------------|-------------------------------|-------------------------------------|
| 1 | \$1,000,000 | | | \$1,000,000 |
| 2 | \$1,000,000 | | | \$1,000,000 |
| 3 | \$1,000,000 | | \$952,381 | \$1,952,381 |
| 4 | \$1,000,000 | \$1,000,000 | | \$0 |
| 5 | \$1,000,000 | | | \$1,000,000 |
| 6 | \$1,000,000 | | | \$1,000,000 |
| 7 | \$1,000,000 | | | \$1,000,000 |
| 8 | \$1,000,000 | | \$952,381 | \$1,952,381 |
| 9 | \$1,000,000 | \$1,000,000 | | \$0 |
| 10 | \$1,000,000 | | | \$1,000,000 |
| 11 | \$1,000,000 | | | \$1,000,000 |
| 12 | \$1,000,000 | | | \$1,000,000 |
| 13 | \$1,000,000 | | \$952,381 | \$1,952,381 |
| 14 | \$1,000,000 | \$1,000,000 | | \$0 |
| 15 | \$1,000,000 | | | \$1,000,000 |
| 16 | \$1,000,000 | | | \$1,000,000 |
| 17 | \$1,000,000 | | | \$1,000,000 |
| 18 | \$1,000,000 | | | \$1,000,000 |
| Total | \$18,000,000 | \$3,000,000 | \$2,857,143 | \$17,857,143 |

EXHIBIT R

Agreement on Attorneys' Fees, Expenses and Costs

This Agreement on Attorneys' Fees, Expenses and Costs ("*Fee Agreement*") is entered between McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation (collectively, the "*Settling Distributors*"), and the Plaintiffs' Executive Committee appointed in the multidistrict litigation in the Northern District of Ohio, National Prescription Opiate Litigation, No. 1:17-MD-2804 ("*MDL PEC*"), in connection with the Distributor Settlement Agreement ("*Distributor Agreement*"). This Fee Agreement becomes effective on the Effective Date of the Distributor Agreement or the date that the Consent Judgments anticipated under the Distributor Agreement become final in 25 Settling States (whichever is later). However, costs specified in Sections II.I and II.I.4 of this Fee Agreement that are to be funded pre-Effective Date by the Settling Distributors are effective upon agreement in writing with the Settling Distributors.

I. Definitions.

A. This Fee Agreement incorporates all defined terms in the Distributor Agreement, unless otherwise defined herein, and shall be interpreted in a manner consistent with the Distributor Agreement.

B. "*Attorney.*" Any of the following retained through a legal contract: a solo practitioner, a multi-attorney law firm, or other legal representative of a Participating Subdivision.

C. "*Attorney Fee Fund.*" An account consisting of funds allocated to pay attorneys' fees approved pursuant to Section II of this Fee Agreement established by Order of, and under the ongoing jurisdiction of, the MDL Court, as provided below.

D. "*Common Benefit Fund.*" The sub fund of the Attorney Fee Fund described in Section II.C.

E. "*Contingency Fee Fund.*" The sub fund of the Attorney Fee Fund described in Section II.D.

F. "*Cost and Expense Fund Administrator.*" The administrator appointed by the MDL Court to administer the MDL Expense Fund and Subdivision Cost Fund as provided in the Fee Agreement.

G. "*Cost Funds.*" Collectively, the MDL Expense Fund and Subdivision Cost Fund.

H. "*Fee Entitlement.*" Any right, entitlement or expectation, including but not limited to a fee contract, contingent fee contract, agreement, referral arrangement, co-counsel arrangement, State Back-Stop Agreement, or any other arrangement by which counsel could receive compensation or other consideration.

I. “*Fee Panel.*” The three-person panel appointed by the MDL Court to administer the Attorney Fee Fund and its sub funds as provided in the Fee Agreement.

J. “*Litigating Subdivision Cost Fund.*” The cost fund described in Section II.E herein.

K. “*MDL Court.*” United States District Court for the Northern District of Ohio Eastern Division, Case No. 1:17-md-2804, Judge Dan Aaron Polster.

L. “*MDL Expense Fund.*” The cost fund described in Section II.F below.

M. “*MDL PEC.*” The Plaintiffs’ Executive Committee appointed by the MDL Court.

N. “*Non-Participating Litigating Subdivision.*” A Litigating Subdivision that is not a Participating Subdivision.

O. “*Participating Litigating Subdivision.*” A Litigating Subdivision that is also a Participating Subdivision.

P. “*Participation Agreement.*” An agreement executed by an Attorney that acknowledges the obligation to pay an appropriate MDL Common Benefit Assessment.

Q. “*Qualifying Representation.*” Legal services provided for representation of a Participating Litigating Subdivision regarding Released Claims against Released Entities.

R. “*State Back-Stop Agreement.*” Any agreement by a Settling State and private counsel for Participating Subdivisions in that State (or legislation enacted in that State) to provide, adjust, or guarantee attorneys’ fees and costs, whether from the Attorney Fee Fund or any other source recognized in the agreement or legislation.

II. Fees and Costs.

A. *Total Attorneys’ Fees and Costs.*

1. Total attorneys’ fees and costs to be paid by Settling Distributors to Attorneys in each of the relevant Payment Years under this Fee Agreement shall be up to the following amounts, subject to the provisions set forth below, including with respect to the division of the Attorney Fee Fund into its sub funds:

| | Attorney Fee Fund <i>(Contingency Fee Fund and Common Benefit Fund)</i> | MDL Expense Fund | Litigating Subdivision Cost Fund |
|-----------------------|---|-----------------------------|---|
| Payment Year 1 | \$136,044,378.70 | \$40,384,615.39 | \$40,000,000 |
| Payment Year 2 | \$150,934,911.25 | | \$40,000,000 |
| Payment Year 3 | \$270,825,443.80 | | \$40,000,000 |
| Payment Year 4 | \$183,625,739.68 | | |

| | | | |
|-----------------------|------------------|--|--|
| Payment Year 5 | \$183,625,739.69 | | |
| Payment Year 6 | \$183,625,739.69 | | |
| Payment Year 7 | \$183,625,739.69 | | |

2. The sub funds within the Attorney Fee Fund shall include the Common Benefit Fund and the Contingency Fee Fund. The Cost Funds shall include the MDL Expense Fund, and the Litigating Subdivision Cost Fund. The State Counsel Fee Fund and the State Cost Fund shall be separate funds under the control of the Settling States.

3. The Contingency Fee Fund and the Common Benefit Fund shall be administered by a Fee Panel to be appointed by the MDL Court that will be governed by the provisions of this Fee Agreement and shall design the process and procedures for the allocation of fees pursuant to this Fee Agreement and the MDL Court's Order. The Cost Funds shall be administered by the Cost and Expense Fund Administrator to be appointed by the MDL Court who will be governed by the provisions of this Fee Agreement and shall design the process and procedures for the allocation of costs pursuant to this Fee Agreement and the MDL Court's Order.

4. The fees and costs to be paid under this Fee Agreement are available for Attorneys engaged in Qualifying Representations only. Fees and costs to be paid under this Fee Agreement are not available prior to the Effective Date of the Distributor Agreement or if the Distributor Agreement does not proceed past the Settling Distributors' determination in Section VIII.A of the Distributor Agreement. Fees and costs to be paid under this Fee Agreement are not available for representation of Non-Participating Subdivisions or Non-Litigating Subdivisions and are not available for representation of private hospitals, third-party payors, NAS claimants, personal injury/wrongful death claimants, or any entity other than Participating Litigating Subdivisions. In addition, fees and costs under this Fee Agreement are not available for representation of any individual or entity in matters other than those claims against Released Entities, but may include a reasonable share of representations that involve development of facts for pursuit of opioid-related claims against multiple defendants in the pharmacy, manufacturing, and distribution chain.

5. Payments due to the Attorney Fee Fund and the Cost Funds from the Settling Distributors under this Section II will be allocated among the Settling Distributors as follows: McKesson — 38.1%; Amerisource — 31.0%; Cardinal — 30.9%. A Settling Distributor's sole responsibility for payments under this Fee Agreement shall be to make its share of each payment. The obligations of the Settling Distributors in this Fee Agreement are several and not joint. No Settling Distributor shall be responsible for any portion of another Settling Distributor's share.

B. *Attorney Fee Fund and Sub Funds.*

1. There shall be a split of the Attorney Fee Fund into the Contingency Fee Fund and the Common Benefit Fund. The split shall be 40% to the Contingency Fee Fund and 60% to the Common Benefit Fund.

2. In no event shall Settling Distributors be required to pay more into the Attorney Fee Fund in any Payment Year than the maximum amount specified for that Payment Year in Section II.A.1, which amounts are reflected in Exhibit M to the Distributor Agreement. The amounts allocated to the Contingency Fee Fund and the Common Benefit Fund set by the Fee Panel shall be subject to the reductions and offsets set forth below.

3. Awards of fees from the Contingency Fee Fund shall be available to Attorneys with Qualifying Representations of Participating Litigating Subdivisions eligible to receive an allocation under the Distributor Agreement, as set forth in Exhibit G to the Distributor Agreement, and shall be made applying the Mathematical Model attached as Exhibit A to this Fee Agreement ("*Mathematical Model*"). The collection of the data and calculations for the Mathematical Model has been a cooperative effort among private counsel for a large number of Litigating Subdivisions. The analysis has been spearheaded by Joseph Tann and Andrew Arnold. The Fee Panel is encouraged to continue working with those counsel in application of the Model. The Fee Panel shall oversee the application of the Model and resolve any questions or disputes concerning the eligibility of an Attorney to participate as required in Section II.G. The Panel is empowered to hear disputes concerning and ensure the accuracy of the mathematical calculation.

4. As to awards from the Contingency Fee Fund, there shall be no right of appeal.

5. Any appeal of an award of the Fee Panel from the Common Benefit Fund will be made to the MDL Court and be reviewed under an abuse of discretion standard.

C. *Common Benefit Fund.* (60% of the Attorney Fee Fund.)

1. Funds in the Attorney Fee Fund shall be allocated to the Common Benefit Fund according to the schedule set forth below, subject to the adjustments described in Section II.C.5. The payments are to be made on the following yearly schedule, subject to the adjustments set forth below:

| | |
|----------------|-------------------------|
| Payment Year 1 | \$81,626,627.22 |
| Payment Year 2 | \$90,560,946.75 |
| Payment Year 3 | \$162,495,266.28 |
| Payment Year 4 | \$110,175,443.79 |
| Payment Year 5 | \$110,175,443.79 |
| Payment Year 6 | \$110,175,443.79 |
| Payment Year 7 | \$110,175,443.79 |
| Total: | \$775,384,615.41 |

2. The Common Benefit Fund shall be available to compensate Attorneys engaged in Qualifying Representations of Participating Litigating Subdivisions who:

- a. have performed work for the common benefit of all subdivisions pursuant to the guidelines established by Judge Polster set forth in MDL 2804 and the Order dated June 19, 2018, under docket number 636, which is included herein by reference; and
- b. satisfy the eligibility criteria set forth in Section II.G.

For purposes of Common Benefit Fund distribution, notwithstanding Section II.A.4 above, Attorneys representing Tribal Nations litigating against the Settling Distributors that have reached a settlement for Released Claims with Settling Distributors and/or Released Entities and meet the eligibility criteria in Section II.G shall be eligible.

3. The Common Benefit Fund shall be overseen by the Fee Panel, which shall determine the allocation of funds to eligible Attorneys consistent with this Fee Agreement and the June 19, 2018 Order.

4. In assessing the benefits that an Attorney has conferred to Participating Subdivisions (including non-Litigating Subdivisions) and/or Tribal Nations for purposes of any compensation decision, the Fee Panel shall give significant weight to the extent to which (i) the Attorney and his or her clients have contributed to increasing (or reducing) the Initial Participation Tier achieved through participation in the Distributor Agreement; (ii) the Attorney and his or her clients have contributed to increasing (or reducing) the amounts achieved under Incentive Payments A-D through participation in the Distributor Agreement; and (iii) the Attorney and his or her clients have contributed to the potential triggering of any suspension, reduction, or offset of Payment amounts under the Distributor Agreement. The Fee Panel may also consider additional fee recoveries the Attorney may potentially obtain, including, but not limited to, from State Back-Stop Agreements, representations of States or Tribal Nations, representations of other clients in opioids-related matters, or through the representation of Subdivision clients, whether they participated in the Distributor Agreement or not. It is the intent of this provision to recognize that the goal of the Distributor Agreement is to provide for maximum participation by the Subdivisions, maximum abatement funding for all Subdivisions nationally, and the maximum peace for Released Entities. Therefore, representing a Non-Participating Subdivision does not further the goal of the Distributor Agreement and should not be considered Common Benefit because it does not increase funds available to Participating Subdivisions' abatement programs. Representing Later Litigating Subdivisions is antithetical to the Distributor Agreement, detracts from Common Benefit, and is addressed by the ethics opinion discussed in Section II.I.4. The Fee Panel shall consider this concept of "*common detriment*" set forth in this Section II.C.4 in all of its decisionmaking with respect to the allocation of the Attorney Fee Fund among Attorneys, as well as, in its discretion, any offsets provided to Settling Distributors as set forth in Section II.C.6. The Fee Panel shall consider the totality of the Attorney's Participating Litigating Subdivisions as compared to the Attorney's Non-Participating Litigating

Subdivisions; the Parties recognize that, although the goal is for 100% participation, Attorneys with a higher number of clients have a higher probability of having one or more Non-Participating Litigating Subdivision client. As used in this Section II.C.4, “*client*” or “*representing*” a Subdivision shall include any Litigating Subdivision as to which the Attorney has a Fee Entitlement.

5. As set forth in Section II.C.6, the Fee Panel must consider the factors described in Section II.C.4 to determine how and whether to reduce the amounts to be paid by Settling Distributors under this Fee Agreement and to determine how to allocate funds among Attorneys. They may also, at their discretion, consider other factors. Any reduction in payment obligation or credit to be given a Settling Distributor in this Fee Agreement shall be applied against Payment Year 7 and working backwards. Any reduction to an Attorney not credited to Settling Distributors shall be allocated to attorneys whose Litigating Subdivision clients participated in the settlement by the Initial Participation Date.

6. The amounts to be provided as a credit or offset to Settling Distributors from the Common Benefit Fund shall depend on the relevant Participation Tier achieved, set forth in Exhibit H of the Distributor Agreement, as follows:

a. At Participation Tier 1 or below, the Common Benefit Fund payments to be paid by Settling Distributors shall be reduced as follows:

(i) With respect to any Attorney seeking payment from the Common Benefit Fund, the Fee Panel shall compare the aggregate allocation that Participating Litigating Subdivisions with which the Attorney has a Fee Entitlement would receive using the negotiating class allocation metrics with the aggregate amount that all Litigating Subdivisions (Participating and Non-Participating) with which the Attorney has a Fee Entitlement would receive using the negotiating class allocation metrics, provided that only Litigating Subdivisions in Settling States shall be considered for this ratio. The Fee Panel will multiply the amount to be paid to that Attorney from the Common Benefit Fund by that ratio, reduce the Attorney’s award by a maximum reduction of 15%, and the dollar amount of such reduction shall be deducted, dollar-for-dollar, from the amount owed by Settling Distributors to the Common Benefit Fund of the Attorney Fee Fund.

(ii) In the event that any Non-Participating Subdivision that is (a) under the jurisdiction of the MDL Court or (b) represented by an Attorney that is obligated to pay into the MDL Common Benefit Fund pursuant to a Participation Agreement, an order of the MDL Court, or any other arrangement settles with or wins a judgment against a Released Entity separate from the Distributor Agreement, and such settlement or judgment results in a common benefit fee assessment or fee payment into the MDL Common Benefit Fund during the time of Settling Distributors’ obligation to pay fees under this Fee Agreement, Settling Distributors’

obligation to pay into the Common Benefit Fund shall be reduced dollar-for-dollar for any amount of such fee assessments or payments (in the aggregate based on all reductions in this Section II.C.6.a.ii that exceed the reductions in Section II.C.6.a.i).

(iii) For the avoidance of doubt, in Tier 1 for each settlement or judgment with the Settling Distributors that results in an assessment or payment to the MDL Common Benefit Fund, that payment shall result in an offset for the Settling Distributors, unless the assessment or payment occurs after the Payment Date for Year 7.

b. At Participation Tier 2, the Common Benefit Fund payments to be made by Settling Distributors shall be reduced only as follows:

(i) Reduction by the Fee Panel. With respect to all Attorneys making an application that seeks payment from the Common Benefit Fund, the Fee Panel shall, following a determination that an Attorney is eligible under Section II.G, apply the criteria specified in Section II.C.4 in determining whether the lack of participation by Subdivisions with which an Attorney has a Fee Entitlement has resulted in a reduction in the Participation Tier achieved, reduction in benefit to Participating Subdivisions as a result of reductions in Incentive Payments A-D, and/or potential triggering of a suspension, reduction or offset under the Distributor Agreement. If the Fee Panel concludes that such a reduction has occurred, it must consider (1) the relative size of the Non-Participating Subdivision, as adjusted by the severity measures reflected in Exhibit H (governing the Participation Tiers) of the Distributor Agreement, and the impact of its non-participation on the Distributor Agreement as a whole (including amounts of Incentive Payments and triggering of suspensions, reductions or offsets); (2) whether and by how much the payment to the Attorney from the Common Benefit Fund should be reduced as a result of the impact of such non-participation on Participating Subdivisions; and (3) whether some or all of said reduction should revert to Settling Distributors due to the reduction in peace obtained from the Distributor Agreement. Consideration of the factors discussed in this Section II.C.6.b.i and Section II.C.4 is mandatory. The decision whether to (and by how much to) reduce payments by Settling Distributors or to reduce the payment to any Attorney based on the factors in Section II.C.4 shall be in the sole discretion of the Fee Panel.

(ii) Offsets.

(1) In the event that any Non-Participating Subdivision that is (a) under the jurisdiction of the MDL Court or (b) represented by an Attorney that is obligated to pay into the MDL Common Benefit Fund pursuant to a Participation Agreement, an order of the MDL Court, or any other arrangement

settles with or wins a judgment against a Released Entity separate from the Distributor Agreement, and such settlement or judgment results in a common benefit fee assessment or fee payment into the MDL Common Benefit Fund during the time of Settling Distributors' obligation to pay Common Benefit Fees under this Fee Agreement, Settling Distributors' obligation to pay into the Common Benefit Fund shall be reduced dollar-for-dollar up to the amount of the fee assessment or payment, except that such amount shall be capped at 7.5% of the amount of the settlement or judgment. Such reduction shall be taken first from Payment Year 7 of Settling Distributors' payments to the Common Benefit Fund of the Attorney Fee Fund up to the full amount of Settling Distributors' payment obligation in Payment Year 7, then from Payment Year 6, and so on.

(2) For the avoidance of doubt, for each settlement or judgment with the Settling Distributors that results in an assessment or payment to the MDL Common Benefit Fund, that payment shall result in an offset for the Settling Distributors, unless the assessment or payment occurs after the Payment Date for Payment Year 7.

c. At Participation Tier 3, the reductions to the Attorney Fee Fund shall be the same as set forth in Section II.C.6.b, except that the cap on each offset shall be 5% of the amount of such settlement or judgment.

d. At Participation Tier 4, there shall be no reductions to the Settling Distributors' obligations to make payment into the Common Benefit Fund, but the principles set forth in Section II.C.4 shall continue to apply.

D. *Contingency Fee Fund.* (40% of the Attorney Fee Fund.)

1. Funds from the Attorney Fee Fund shall be allocated to the Contingency Fee Fund on the following yearly schedule, subject to the adjustments set forth below:

| | |
|----------------|-------------------------|
| Payment Year 1 | \$54,417,751.48 |
| Payment Year 2 | \$60,373,964.50 |
| Payment Year 3 | \$108,330,177.52 |
| Payment Year 4 | \$73,450,295.88 |
| Payment Year 5 | \$73,450,295.88 |
| Payment Year 6 | \$73,450,295.88 |
| Payment Year 7 | \$73,450,295.88 |
| Total: | \$516,923,077.32 |

2. The Contingency Fee Fund shall be available to compensate Attorneys engaged in Qualifying Representations of Participating Litigating Subdivisions that meet the criteria set forth in Section II.G.

3. The Contingency Fee Fund shall be available to Attorneys who:

a. represent Litigating Subdivisions that are Participating Subdivisions, whether their actions are filed in state or federal court; and

b. meet the eligibility criteria of Section II.G.

c. Participation in the Contingency Fee Fund by counsel that have a case that is not subject to the jurisdiction of the MDL Court shall not create, provide, or waive jurisdiction of the MDL Court over that Litigating Subdivision, that case or Attorneys, other than to oversee the fairness of the distribution process, and enforcement of this Fee Agreement.

4. The amounts owed by Settling Distributors to the Contingency Fee Fund shall depend on the relevant Participation Tier set forth in Exhibit H of the Distributor Agreement as follows:

a. At Participation Tiers 1, 2 and 3, the Contingency Fee Fund payments shall be reduced as follows:

(i) For Non-Settling States, the Contingency Fee Fund payments shall first be reduced by the amounts identified by the Fee Panel, pursuant to Section II.H.6, that would have been owed to counsel for Litigating Subdivisions in Non-Settling States, had those States and those Litigating Subdivisions been Settling States and Participating Subdivisions.

(ii) Following the calculation in Section II.D.4.a.i, the Contingency Fee Fund payments shall be reduced to reflect the non-joinder of Litigating Subdivisions in Settling States by subtracting the amounts identified by the Fee Panel, pursuant to Section II.H.6, that would have been owed to counsel for Non-Participating Litigating Subdivisions in Settling States had such Litigating Subdivisions been Participating Subdivisions.

b. At Participation Tier 4, there shall be no reductions in the Contingency Fee Fund.

c. In the event that the Settling Distributors, prior to the Effective Date of the Distributor Agreement, settle with any Litigating Subdivision and, under such settlement agreement pay attorneys' fees, the Fee Panel shall treat those Litigating Subdivisions as Participating Litigating Subdivisions and, applying the same criteria applicable to all Attorneys for Participating Litigating

Subdivisions, determine what amount they would have been paid from the Contingency Fee Fund if they had become Participating Subdivisions under the Distributor Agreement without such prior settlement. That sum, rather than being paid to the Attorney for the previously settled Litigating Subdivision, shall be credited and/or returned to the Settling Defendants as if determined under Section II.D.4.a.ii above, except that such credit shall not be greater than the amount to the Attorneys paid under the Litigating Subdivision's prior settlement agreement.

E. *Litigating Subdivision Cost Fund.*

1. The Settling Distributors shall pay \$120,000,000 into the Subdivision Cost Fund, according to the schedule set forth below:

| | |
|----------------|--------------|
| Payment Year 1 | \$40,000,000 |
| Payment Year 2 | \$40,000,000 |
| Payment Year 3 | \$40,000,000 |

2. The Litigating Subdivision Cost Fund shall be available to compensate Attorneys for costs and expenses arising out of representation of Participating Litigating Subdivisions or to compensate Participating Litigating Subdivisions for direct in-house costs for expenditures related to their litigation against the Settling Distributors, including the cost of in-house employees. No funds in the Litigating Subdivision Cost Fund may be used to compensate the costs incurred by Non-Participating Subdivisions or Non-Litigating Subdivisions or costs and expenses arising out of representation of any such Subdivision. In allocating the Litigating Subdivision Cost Fund, the Administrator shall not allocate any funds for costs incurred after July 21, 2021.

3. During the period between July 21, 2021, and the Effective Date, the MDL PEC, as well as Litigating Subdivisions eligible to claim costs from the Litigating Subdivision Cost Fund shall make best efforts to cease litigation activity against Settling Distributors, including by jointly seeking stays or severance of claims against the Settling Distributors, where feasible, or postponements if a motion to stay or sever is not feasible or is denied, so long as such actions are not otherwise detrimental to the Litigating Subdivision.

4. In the event that the Settling Distributors, prior to the Effective Date of the Distributor Agreement, settle with any Litigating Subdivision and, under such settlement agreement pay costs to the Litigating Subdivision or its Attorney, the MDL Cost and Expense Fund Administrator shall treat those Litigating Subdivisions as Participating Litigating Subdivisions and, using the same criteria applicable to all applicants to the Subdivision Cost Fund, determine what amount in costs the Litigating Subdivision or its Attorney would have been paid from the Litigating Subdivision Cost Fund if it had settled under the Distributor Agreement. That sum, rather than being paid to the Attorney or the previously settling Litigating Subdivision, shall be credited and/or returned to the Settling Defendants, except that such sum shall not be greater than the amount paid under the previously settled Litigating Subdivision's settlement agreement.

5. The MDL Court shall appoint a Cost and Expense Fund Administrator, who shall develop a process and criteria, with input from participating counsel, by which to (a) determine the distribution of amounts from the MDL Expense Fund in pursuit of the claims against Settling Distributors; and (b) receive and evaluate applications from Participating Litigating Subdivisions, whether filed in Federal Court or State Court, to seek reimbursement from the Litigating Subdivision Cost Fund for eligible costs under Section II.E.2 in pursuit of the claims against the Settling Distributors. The Cost and Expense Fund Administrator shall require transparency from all applicants as to any other sources for compensating Attorneys for Litigating Subdivisions for costs incurred. The Cost and Expense Fund Administrator shall be compensated from the Fund.

6. In the event that the total amount of reimbursements from the Litigating Subdivision Cost Fund approved as reasonable by the Cost and Expense Administrator is less than the \$120,000,000, any remaining funds shall revert to the Settling Distributors.

F. *MDL Expense Fund.*

1. In Payment Year 1 of the Distributor Agreement, the Settling Distributors shall pay the following amount into the MDL Expense Fund:

| | |
|------------------|--------------|
| MDL Expense Fund | \$40,384,615 |
|------------------|--------------|

2. The MDL Expense Fund shall be released following the Effective Date of this Fee Agreement without any delay to reimburse the MDL Counsel for an agreed-to portion of the expenses incurred, as approved by the Cost and Expense Fund Administrator. The MDL Expense Fund will be paid directly to the MDL Cost Account, set up by MDL Order and will be administered under the ongoing jurisdiction of the MDL Court, as provided below. No funds may be used to compensate the costs incurred by Non-Participating Subdivisions or to compensate any Attorney for costs incurred in representing one or more Non-Participating Subdivisions.

3. In allocating the MDL Expense Fund, the Administrator shall not allocate any funds for costs incurred after July 21, 2021, unless the Administrator determines that there are sufficient funds to cover all subdivision costs incurred prior to July 21, 2021 and that special circumstances exist to justify costs incurred following the public announcement of the Distributor Agreement.

G. *Eligibility.*

1. It is the intention of all parties participating in the Fee Panel process that there should be total transparency to the Fee Panel and to all fund participants. In connection with the process to be developed by the Fee Panel, any and all monies in attorney's fees, including referral fees, expenses paid, promises for payment, or any other Fee Entitlement, to any applicant in any opioid litigation shall be disclosed to the Fee Panel as a condition of participating in the Attorney Fee Fund and prior to an award from the Fee Panel. Any payment, expectation of payment or perceived entitlement to participate in a State Back-Stop Agreement or any other agreement reached with a

Settling State or any Subdivision or any other source regarding payment of fees must be disclosed to the Fee Panel. Similarly, any right to payment from any other fund, for example a fund for payment to lawyers representing Settling States or Tribal Nations or Subdivisions shall be disclosed to the Fee Panel. Because it is anticipated that there will be multiple firms listed on contingent fee agreements with Litigating Subdivisions, the Fee Panel shall establish procedures, with input from Attorneys for Participating Litigating Subdivisions, for who should petition for fees from such groups and to whom the fee shall be paid and thereafter distributed to co-counsel in accordance with applicable agreements. For the avoidance of doubt, all Attorneys that are part of such groups must meet the eligibility criteria in Section II.G, must be subject to the criteria set forth in Section II.C.4, and must be disclosed to the Fee Panel.

2. An Attorney may apply for and recover attorneys' fees from the Common Benefit Fund, the Contingency Fee Fund, and the Litigating Subdivision Cost Fund and any fund created by a past or future State Back-Stop Agreement, provided the Attorney satisfies the requirements relevant to each such fund and requirements for disclosure to the Fee Panel.

3. An Attorney may not receive any payment from the Attorney Fee Fund (which includes both the Contingency Fee Fund and the Common Benefit Fund) unless the following eligibility criteria are met and annually certified by the Attorney:

a. The Attorney must expressly waive the enforcement against the Litigating Subdivision client of all Fee Entitlements (other than under State Back-Stop Agreements) arising out of or related to any or all Qualifying Representations of any Participating Litigating Subdivision prior to applying for attorneys' fees from the Attorney Fee Fund or costs from the Cost Funds. All applications for attorneys' fees or costs under this Fee Agreement shall include an affirmation by the Attorney of such waiver and notice to the client(s) of such waiver. Such waiver shall not preclude the Attorney from submitting such Fee Entitlements to the Fee Panel as a factor for consideration in allocating payments from the Attorney Fee Fund or in connection with a State Back-Stop Agreement. For the avoidance of doubt, no Attorney may recover fees under this Fee Agreement unless the Attorney expressly agrees not to enforce Fee Entitlements as to each and every Participating Litigating Subdivision represented by that Attorney, but such Attorneys may participate in and receive funds from a State Back-Stop Agreement.

b. The Attorney must represent that s/he has no present intent to represent or participate in the representation of any Later Litigating Subdivision or any Releasor with respect to Released Claims against Released Entities.

c. The Attorney must represent that s/he has not and will not engage in any advertising or solicitation related to Released Claims against Released Entities where such advertising or solicitation relates to a representation that the Attorney could not undertake consistent with the ethics opinion referenced in Section II.I.4.

d. The Attorney must represent s/he will not charge or accept any referral fees for any Released Claims brought against Released Entities by Later Litigating Subdivisions. For the avoidance of doubt, this representation shall not prohibit Attorneys from receiving allocated shares of any future common benefit assessments arising out of settlements or judgments with Later Litigating Subdivisions represented by other Attorneys that are the result of the MDL Court's Common Benefit order.

e. The Attorney may not have and must represent that s/he does not have a Fee Entitlement related to a Later Litigating Subdivision.

f. The Attorney must certify that s/he has reviewed the ethics opinion referenced in Section II.I.4 and will act in conformity with such opinion.

g. The Attorney must fully disclose the participation, or the anticipation of participation, in any agreement with a Settling State or Participating Subdivision concerning fees arising out of or related to the Distributor Agreement, including any fees paid or anticipated to be paid or any State Back-Stop Agreement.

h. The Attorney must identify for the Fee Panel whether s/he utilized state litigation work product or MDL work product, including but not limited to ARCOS data, document repositories, experts developed in the MDL, and deposition transcripts. The Attorney must identify whether s/he signed the MDL Participation Agreement, and for which case(s) it was signed.

i. Any Attorney who applies for fees from one or both Funds must represent that, having exercised his/her independent judgment, s/he believes the Distributor Agreement to be fair and will make or has made best efforts to recommend the Distributor Agreement to his or her Subdivision clients in Settling States. For the avoidance of doubt, each Attorney is expected to exercise his or her independent judgment in the best interest of each client individually before determining whether to recommend joining the settlement. All applications for attorneys' fees or costs under this Section II shall include an affirmation by the Attorney in compliance with this Section II.G.

4. No Attorney receiving fees under this Fee Agreement may apply for or recover from the Attorney Fee Fund fees arising from representing a Non-Settling State or a Non-Participating Subdivision. All applications for attorneys' fees under this Section II shall include an affirmation by the Attorney of compliance with this Section II.

5. An Attorney who has filed an application under this Section II and received an award of attorneys' fees shall provide a certification of compliance this Fee Agreement annually during the years upon which they are still entitled to receive attorneys' fee payments.

6. If, at any time, the Attorney is unable to make the representations set forth in this Section II.G.3, such representations become untrue, or the Attorney falsely represents compliance with the eligibility criteria, the Attorney shall cease to be eligible to receive funds from the Attorney Fee Fund until further review by the Fee Panel of the Attorney's eligibility under and compliance with this Section II.

7. If an Attorney has a Fee Entitlement from a Later Litigating Subdivision or otherwise becomes unable to reaffirm compliance with the eligibility criteria set forth above, the Attorney shall notify Settling Distributors and the Fee Panel. For the avoidance of doubt, any Attorney who undertakes any new representation of, or has a Fee Entitlement to, a Later Litigating Subdivision shall be prohibited from receiving any future funds from the Attorney Fee Fund. If an Attorney fails to notify Settling Distributors and the Fee Panel of such Fee Entitlement to a Later Litigating Subdivision, the Attorney shall be required to refund amounts previously paid.

8. In the event that an Attorney is deemed ineligible by the Fee Panel (whether based on its initial application or subsequent recertification), the Fee Panel shall provide notice to the Attorney and give the Attorney 30 days to provide additional information such that the Fee Panel could reconsider the Attorney's eligibility.

9. To the extent that an Attorney has a Fee Entitlement with a Participating Subdivision and is authorized to bring Released Claims against Released Entities, but such authorization is, in scope, less broad than the category of Released Claims set forth in the Distributor Agreement, such Attorney may participate fully in both the Contingency Fee Fund and the Common Benefit Fund, without any reduction imposed by the Fee Panel due to the scope of the authorization, so long as the Participating Subdivision fully releases all Released Claims against Released Entities.

10. Attorneys applying to the Attorney Fee Fund knowingly and expressly agree to be bound by the decisions of the Fee Panel, subject to the limited appeal rights set forth in this Fee Agreement, and waive the ability to assert the lack of enforceability of the allocation reached through the arbitration procedures outlined herein.

H. *Calculation of Amounts Due.*

1. The Fee Panel shall be solely responsible for determining the amount of fees to be paid to each Attorney and each Participating Subdivision that applies under this Section II. None of the Released Entities shall have any responsibility, obligation, or liability of any kind whatsoever with respect to how attorneys' fees are calculated under this Section II, except that the Fee Panel may receive information from the Settling Distributors (a) as to the identity of Participating, Non-Participating, Litigating, Later Litigating, and Non-Litigating Subdivisions; (b) the impact of non-participation by a Litigating Subdivision as is relevant to the Fee Panel's determination in Section II.C.4; and (c) such other information as Settling Distributors may voluntarily elect to provide.

2. The Fee Panel shall establish procedures for the arbitration process consistent with this Fee Agreement and orders of the MDL Court. Such procedures may

include submission of documentary and/or other evidence, interviews with applicants and/or other counsel (including counsel for Settling Distributors) that the Fee Panel deems appropriate, and/or other means of creating a record upon which fee awards will be based.

3. In making determinations under this Fee Agreement, the Fee Panel must apply the eligibility criteria set forth in Section II.G of this Fee Agreement and the criteria set forth in Section II. In addition, the Fee Panel will give consideration in regard to Common Benefit awards to the *Johnson* factors, as well as the following factors (which factors may be applied and given relative weight in the Fee Panel's discretion):

a. The Attorney's contemporaneously recorded time and labor dedicated to Qualifying Representations along with the Attorney's financial commitment to such Qualifying Representations. Claimed "*time*" will not be automatically accepted by the Fee Panel but will be critically reviewed and given substantially more weight and consideration if such time was subject to the audit process described in any Pretrial Order(s) governing the collection of common benefit time;

b. The novelty, time, and complexity of the Qualifying Representations;

c. The skill requisite to perform legal services properly and undesirability of the case;

d. The preclusion of other employment by the Attorney due to time dedicated to Qualifying Representations;

e. The "*common benefit*," if any alleged to have been conferred by the Attorney and whether such common benefit work product by that Attorney was used by others in parallel litigations against Released Entities whether within or outside the MDL, provided that for any Attorney claiming that s/he substantially benefited cases other than those in which s/he entered an appearance as counsel must substantiate such claims by proffering factual support, such as proper supporting affidavits or other documents as determined by the Fee Panel with input from Attorneys for Participating Litigating Subdivisions;

f. Any "*common detriment*," as set forth in Section II.C.4.

g. Any contingent fee agreements or other Fee Entitlement with Participating Subdivisions, enforcement of which, except for State Back-Stop Agreements, are waived in conjunction with the application, the nature and extent of any work for those Participating Subdivisions, whether such Participating Subdivisions actively litigated and, if so, the nature and procedural history of such case(s);

h. The experience, reputation, and ability of the Attorney;

- i. Whether the Attorney's clients brought Released Claims against Released Entities;
- j. The status of discovery in cases primarily handled by the Attorney;
- k. The nature of any work by the Attorney on "*bellwether*" cases or cases that were similarly active in litigation;
- l. Any pressure points successfully asserted by the Attorney in cases against Settling Distributors or any risk for Settling Distributors created by the Attorney in cases against them;
- m. Any risk for defendants created by applicants in cases against the Settling Distributors;
- n. Successful and unsuccessful motion practice in cases worked on by the Attorney;
- o. The date of filing of any cases filed by the Attorney;
- p. Obtaining consolidation of the litigation in the Attorney's jurisdiction;
- q. The number and population of entities represented by the Attorney and the fees that would have been awarded under extinguished contingent fee arrangements;
- r. Whether the Attorney's clients brought claims against the Settling Distributors;
- s. Whether the Attorney has had a leadership role in the litigation, whether in state or federal court;
- t. Whether the Attorney has had a leadership role in any negotiations aimed at resolving the litigation;
- u. Whether the Attorney's cases have survived motions to dismiss;
- v. The extent to which the Attorney contributed to the work product user for the common benefits of opioids litigants, including, without limitation, work on ARCOS data, Prescription Data Monitoring Programs, IQVIA data, depositions, document production and analysis experts, motions, briefs and pleadings, trial preparations, and trials;
- w. The extent to which litigation was done prior to and contributed to completion of settlement negotiations, as distinct from litigation that was done litigating after the announcement of the Distributor Agreement, such latter

litigation both being of less value and potentially resulting a common detriment to the settlement process; and

x. Any other factors that the Fee Panel finds to be appropriate to consider after input from applicants to the Attorney Fee Fund.

4. The Fee Panel shall develop procedures for receiving a single application, which may be updated or amended based on new information (such as participation by additional Litigating Subdivisions) from each Attorney seeking compensation from the Attorney Fee Fund, procedures shall not be inconsistent with this Fee Agreement. Any request for attorneys' fees not included on the single application or through the updating/amendment process designed by the Fee Panel shall be deemed waived. For purposes of transparency and to permit the Fee Panel to conduct its work, the application from each Attorney shall, at a minimum, require each Attorney to:

a. Identify all Litigating Subdivisions for which s/he is seeking payment from the Attorney Fee Fund;

b. Identify all Subdivisions in both Settling and Non-Settling States with respect to which s/he has a Fee Entitlement with respect to Relevant Claims against Released Entities, and identify all co-counsel in such cases;

c. Identify which of those Subdivisions are Participating Subdivisions and which are not;

d. Specify the specific fund or funds within the Attorney Fee Fund from which the Attorney is seeking compensation;

e. Demonstrate his or her eligibility for compensation from the relevant sub funds within the Attorney Fee Fund pursuant to the criteria set forth for the relevant sub fund; and

f. Identify any and all Fee Entitlements from representations of States, Tribal Nations, or other plaintiffs related to Released Claims against Released Entities or in opioids-related matters.

Notwithstanding Sections II.H.4.a-f above, the Panel may consider a supplemental application if the Attorney shows good cause why circumstances exist that will lead to consideration for additional Common Benefit award. Examples would include, but are not limited to, an Attorney having Non-Participating Litigating Subdivision clients that subsequently become Participating Subdivisions, a Bar Date passes that increases participation or the Participation Tier or an Allocation Agreement is reached.

5. With respect to the Common Benefit Fund, the Fee Panel shall (subject to any applicable MDL Court Order):

a. Review the applications of all Attorneys seeking compensation from the Common Benefit Fund, including determining eligibility for each Attorney as set forth in Section II.G.

b. Reduce, on an annual basis, the Distributor's payment obligations, as set forth in Section II.C.6. The Panel shall inform the Settling Distributors and the MDL PEC of all such amounts and adjust the Settling Distributors' payment obligations accordingly.

c. Using criteria set forth in Sections II.C and II.G, allocate amounts from the Common Benefit Fund to eligible Attorneys, including payment amounts for each Payment Year. In making such allocations (regardless of the Participation Tier achieved), the Panel shall apply the principles set forth in Section II.C.4 and shall allocate any reduction in the payments of Settling Distributors specified in Section II.C.6 to the amounts paid to Attorneys with a Fee Entitlement to Litigating Subdivisions that are not Participating Subdivisions.

6. With respect to the Contingency Fee Fund, the Fee Panel shall:

a. Review the applications of all Attorneys seeking compensation from the Litigating Subdivision Fee Fund, including determining eligibility for each Attorney as set forth in Section II.G.

b. Apply the Mathematical Model in Exhibit A.

c. Use such allocations to reduce payments, on an annual basis, the payment obligations of the Settling Distributors to the Attorney Fee Fund as set forth in Section II.D.4, and distributions therefrom, and inform the Settling Distributors and MDL PEC of all such adjustments.

7. To the extent that there is a dispute about the calculations of the Fee Panel related to the amounts that Settling Distributors are required to pay (including application of any reductions or offsets under this Fee Agreement), such disputes shall be presented to the Fee Panel and any disputed funds be paid into/held in escrow. The Fee Panel shall resolve such disputes expeditiously, with either Party having the right to seek review from the MDL Court.

8. For purposes of determination of fee or cost awards, allocations, reductions and possible reversions under this Fee Agreement, unless specified otherwise a Subdivision will be considered a Non-Participating Subdivision if it is not a Participating Subdivision as of the deadline for the application for the fee or cost award at issue (or, if the determination does not involve a specific application, the date on which the record for such determination closes).

9. In the event that the Fee Panel, through the use of the Mathematical Model set forth in Exhibit A, allocates funds from the Contingency Fee Fund for an Attorney based on a Qualifying Representation of a Participating Litigating Subdivision or allocates cost to such Participating Litigating Subdivision and that Subdivision is in a

Settling State in which the Consent Judgment has not been approved, such funds shall be placed into escrow until the Consent Judgment is approved, after which time they shall be released.

I. *Miscellaneous.*

1. The costs associated with the Fee Panel prior to the Effective Date of this Fee Agreement shall be funded by Settling Distributors. The Fee Panel shall charge an hourly rate that has been previously approved by a federal or state court and shall provide a budget and a cap for such work prior to the Effective Date, which shall be approved by Settling Distributors and such approval shall not be unreasonably withheld. Settling Distributors shall receive a refund for any such payment of pre-Effective Date costs from interest that accrues on the monies in the Attorney Fee Fund (including interest that accrues during such time as the Attorney Fee Fund monies are in escrow prior to the Effective Date of the Distributor Agreement), up to the amount of such costs. Post-Effective Date, the cost of the Fee Panel shall be charged against the applicable Fee Fund based on allocation by the Fee Panel and shall not be otherwise funded by Settling Distributors. The costs associated with the Cost and Expense Fund Administrator shall be paid from funds in the MDL Expense Fund and the Litigating Subdivision Cost Fund and shall not be otherwise funded by Settling Distributors.

2. The MDL PEC will seek, and the Attorneys General for Settling States and the Settling Distributors will not oppose, a Common Benefit Fee Order requiring an assessment of 7.5% on the gross recovery (by judgment or settlement) of any Non-Participating Subdivision that is subject to the federal court jurisdiction, represented by a MDL PEC firm, represented by any Attorney receiving fees from the Common Benefit Fund, represented by any Attorney that signed a Participation Agreement or paid in a case otherwise under the jurisdiction of the MDL Court.

3. The MDL PEC shall provide to Settling Distributors information they have that identifies Attorneys who represent Litigating Subdivisions who are not Participating Subdivisions and who have an obligation to pay a common benefit assessment, either due to the MDL Court's orders or to having signed a Participation Agreement.

4. The MDL PEC shall retain ethics counsel of its choice to provide an opinion that addresses the compliance of its ethical obligations, as it relates to the Distributor Agreement. Such opinion shall address the issue of the potential conflict of interest for an Attorney that had represented a Participating Subdivision also representing a Later Litigating Subdivision as defined in the Distributor Agreement. This Section II.I shall be enforceable to the extent permitted by the equivalent to Rules 1.16 and 5.6 of the ABA Model Rules of Professional Conduct in the relevant jurisdictions. The opinion shall be provided to the Settling Distributors as soon as it is completed and, in any event, prior to July 31, 2021 and shall be disseminated to counsel eligible to apply to the Attorney Fee Fund within 30 days of the announcement of the Distributor Agreement. The MDL PEC represents that it will comply with this opinion until the Reference Date and thereafter if the Distributor Agreement proceeds. The cost of such expert work done

prior to the Effective Date of the Distributor Agreement shall be funded by Settling Distributors.

5. Participating Subdivisions agree to instruct their counsel to treat information, work product and expert materials as secret under Rule 1.6 of the ABA Model Rules of Professional Conduct. Accordingly, an Attorney shall not share information or work product with, or experts or materials to, non-participants (other than the Attorney's own current clients or their lawyers, consultants, experts or other representatives or agents). However, nothing herein shall prevent MDL Leadership or PEC Counsel from fulfilling their obligations in any MDL and the MDL Court Order.

III. Miscellaneous.

A. *Termination.* If the Distributor Agreement does not proceed past the Reference Date, whether because the Settling Distributors do not determine to proceed or for any other reason, this Fee Agreement shall be null and void, Settling Distributors shall have no obligation to make any payments under this Fee Agreement, and the Settling Distributors and the MDL PEC shall take such steps as are necessary to restore the status quo ante.

B. *MDL Court Consideration.* This Fee Agreement shall be attached as an exhibit to the Distributor Agreement. This Fee Agreement shall also be submitted jointly by the Settling Distributors and the MDL PEC to the MDL Court for approval pursuant to the motion that shall be attached, prior to the Preliminary Agreement Date of the Distributor Agreement, to this Fee Agreement as Exhibit B.

1. In the event that the MDL Court, through an order, makes any change to the amounts potentially to be paid by Settling Distributors under this Fee Agreement, makes any change to the Fee Panel's consideration of the factors set forth in Section II.C.4, or any other material change to the draft Order attached as part of Exhibit B or the terms of this Fee Agreement, the Settling Distributors and the MDL PEC shall meet and confer concerning such changes.

2. If the Settling Distributors and the MDL PEC are unable to reach agreement and revisions to this Fee Agreement in the event discussed in Section III.B.1, this Fee Agreement shall be null and void, Settling Distributors shall have no obligation to make any payments under this Fee Agreement, and the Settling Distributors and the MDL PEC shall take such steps as are necessary to restore the *status quo ante*.

C. *Amendment.* Once the MDL Court has entered an order implementing this Fee Agreement, this Fee Agreement can only be amended by (1) written agreement of the Settling Distributors and the MDL PEC and (2) approval by the MDL Court.

D. *Jurisdiction and Enforcement.* The MDL Court shall have exclusive and ongoing jurisdiction over the enforcement and implementation of this Fee Agreement as set forth herein. The MDL PEC shall be the Authorized Party to enforce this Fee Agreement, as to the payment obligations of the Settling Distributors as set forth in this Fee Agreement, and as to Attorneys making application to the Funds under this Fee Agreement. Solely for purposes of assessing or

allocating common benefit fees, the MDL Court will continue to have jurisdiction over the work product developed in the MDL Court by and under the direction of the MDL PEC with respect to claims against the Settling Defendants, including data and documents, depositions, expert reports, briefs and pleadings; and the MDL Court's protective orders, management orders, and other decisions regarding such discovery and other work product, including but not limited to, conditions on its use, will continue in full force and effect. Nothing in this Section III.D authorizes the MDL Court to act contrary to this Fee Agreement or to share any of the work product, or provides the MDL Court with jurisdiction over the Distributor Agreement.

Description of Mathematical Model for the Allocation of the Contingency Fee Funds

Distributor Settlement Agreement and Janssen Settlement Agreement

This document describes the Mathematical Model for allocation of the Contingency Fee Fund described in Exhibit R (Agreement of Attorney's Fees, Expenses and Costs) to the Distributor Settlement Agreement and the Janssen Settlement Agreement, respectively.¹⁸ Awards of fees from the Contingency Fee Funds shall be available to Attorneys with Qualifying Representations of Participating Litigating Subdivisions eligible to receive an allocation under the corresponding agreements.¹⁹ A Fee Panel shall oversee the application of the Model and resolve any questions or disputes concerning the eligibility of a counsel to participate. The Panel is empowered to hear disputes concerning and ensure the accuracy of the mathematical calculations.

In general terms, allocation of the Contingency Fee Fund shall be made by (1) determining the amount of the Settlement Fund that is attributable to each Litigating Subdivision; (2) making certain adjustments to these amounts based on when the Subdivision filed suit and the terms of the applicable fee contract; and (3) dividing the Contingency Fee Fund proportionately among counsel for each Participating Litigating Subdivision based on the amounts calculated in subpart 2.

Each Settling Defendant is responsible only for its own share of payments.²⁰ In other words, to collect a fee award from the Contingency Fee Fund against a Settling Defendant, the Participating Litigating Subdivision must have named the Settling Defendant in its lawsuit. The total amount of the Contingency Fee Fund in the Distributor Settlement Agreement is \$516,923,077.²¹ Amerisource's share is \$160,246,153.97 (31.0%), Cardinal's share is \$159,729,230.89 (30.9%), and McKesson's share is \$196,947,692.46 (38.1%). The total amount of the Contingency Fee Fund in the Janssen Settlement Agreement is \$123,076,923.²²

More specifically, allocation of each Settling Defendant's share of the corresponding Contingency Fee Fund shall be made according to the following steps. These steps must be performed separately for each Settlement Agreement, and each Defendant is responsible for paying only its share of the Contingency Fee Fund. These calculations are made only for purpose of determining the percentage share of the Contingency Fee Fund that Attorneys for each Participating Litigating Subdivision should receive, **not** for determining the dollar amount each Subdivision will receive.

¹⁸ See Distributor Settlement Agreement, Exhibit R § II.B.3; Janssen Settlement Agreement, Exhibit R § II.B.3.

¹⁹ Distributor Settlement Agreement, Exhibit R § II.B.3; Janssen Settlement Agreement, Exhibit R § II.B.3

²⁰ Distributor Settlement Agreement, Exhibit R § II.A.5.

²¹ Distributor Settlement Agreement, Exhibit R § II.D.1.

²² Janssen Settlement Agreement, Exhibit R § II.D.1.

- (1) For each Settling State, attribute 50% of the settlement funds for that State to its Subdivisions according to the Subdivision Allocation Percentage in Exhibit G to the Distributor Settlement Agreement or Janssen Settlement Agreement, as appropriate.

Illustrative example for the Distributor Agreement:

- Assume that State A is allocated 1.00000% of the \$18,554,013,691.11 Restitution/Abatement amount [see Exhibit M of the Agreement].
- 50% of the 1% share allocated to State A is \$92,770,068.46.
- Assume that, per Exhibit G of the Agreement, the Subdivision Allocation Percentage for City B in State A is 1.00000000%.
- For purposes of determining its counsel's share of the Contingency Fee Fund, City B is attributed 1.00000000% of \$92,770,068.46, or \$927,700.68.

- (2) Adjust the amounts in paragraph 1 as follows:

- a. *Upward Adjustment for Early Filers.* Increase the amount calculated in paragraph 1 above by 10% for any Litigating Subdivision that named the defendant(s) in a suit before December 5, 2017, the date the National Prescription Opiate Litigation MDL was formed. This adjustment must be done individually for each defendant. If the Litigating Subdivision did not name a Settling Defendant in a suit before January 1, 2021, then fees from the Contingency Fee Fund for that defendant will not be awarded to Attorneys with otherwise Qualifying Representations of that Participating Litigating Subdivision.

Illustrative Example:

- Assume City C is attributed \$1,000,000 under paragraph 1 above.
 - If City C named the defendant(s) before 12/5/2017, the attributed amount would be adjusted to \$1,100,000.
- b. *Determine Amount Due under Contingency Fee Contract.* Determine the amount that would be due to Attorneys with Qualifying Representations of each Participating Litigating Subdivision under the terms of the applicable fee contract if the Participating Litigating Subdivision were to receive the amount calculated in paragraph 2.a. This amount can be referred to as the Contingency Fee Assumption.

Illustrative Example:

Continuing the example given in paragraph 2.a, if Attorneys have a 20% contingency fee contract with City C for the relevant litigation, the amount calculated in this step would be 20% of \$1,100,000, or \$220,000.

In the next step, the Contingency Fee Assumption is used to determine the percentage share of the Contingency Fee Fund due to Attorneys for each Participating Litigating Subdivision.

(3) Divide the Contingency Fee Fund proportionately among Attorneys for each Participating Litigating Subdivision in two ways:

- a. *National Fee Pool Calculation.* Determine each Litigating Subdivision's percentage share of all amounts due under contingency fee contracts nationwide by dividing the Contingency Fee Assumption calculated for each Subdivision in paragraph 2.b by the sum of all Contingency Fee Assumptions. Then multiply that percentage by the Contingency Fee Fund to figure each Subdivision's dollar share of the Contingency Fee Fund (but only for Settling Defendants the Subdivision timely named in a lawsuit).²³

Illustrative example for Distributor Settlement Agreement:

- $\$220,000$ [from para. 2.b] \div $\$1,800,000,000$ [total amount owed under contingency fee contracts nationwide] = 0.012222% ²⁴
- $0.012222\% \times \$516,923,077.32$ [Contingency Fee Fund] = $\$63,179.49$

- b. *Separate State Fee Pools Calculation.* Determine each Litigating Subdivision's percentage share of all amounts due under contingency fee contracts statewide by dividing the Contingency Fee Assumption calculated for each Subdivision in paragraph 2.b by the sum of all Contingency Fee Assumptions in the same State. Then multiply that percentage by the portion of the Contingency Fee Fund that corresponds to that State's Overall Allocation Percentage, shown in Exhibit F of the relevant Settlement Agreement, to figure each Subdivision's dollar share of the Contingency Fee Fund (but only for Settling Defendants the Subdivision timely named in a lawsuit).

Illustrative example for Distributor Settlement Agreement:

- $1\% \times \$516,923,077.32 = \$5,169,230.77$ [amount of the Contingency Fee Fund corresponding to State A]

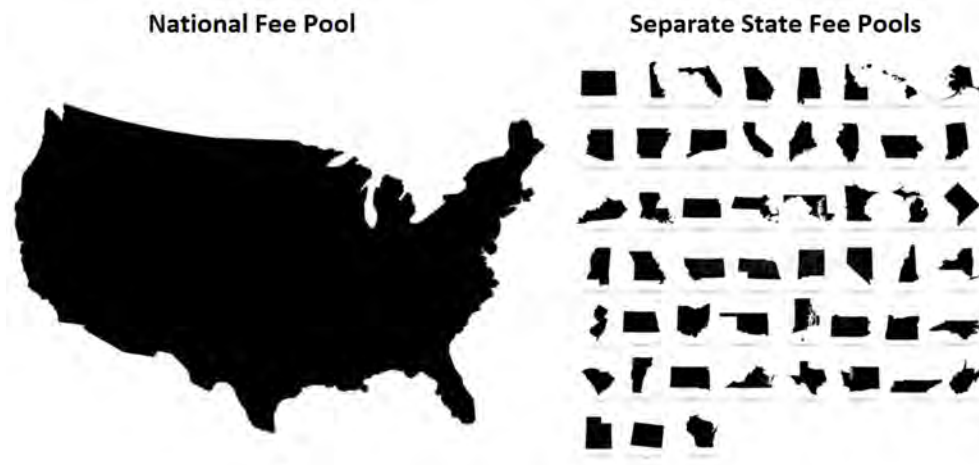
²³ Because a few Litigating Subdivisions named only one or two of the Distributors in a lawsuit before January 1, 2021, each Subdivision's share of the Contingency Fee Fund is slightly different for each distributor. Therefore, under the Distributor Settlement Agreement, the calculations described in this step need to be made separately for each Settling Defendant. It is shown in a single calculation here for ease of illustration only.

²⁴ In this example, \$1.8 billion is the amount theoretically owed under all contingency fee contracts for litigation against distributors as calculated in paragraph 2.b. This amount is illustrative only; the actual amount will not be known until all litigating subdivisions are identified and the terms of all of their contingency fee contracts are collected.

- Assume a total of \$17,600,000 is owed under contingency fee contracts for State A.
- $\$220,000$ [from para. 2.b] \div $\$17,600,000 = 1.25\%$
- $1.25\% * \$5,169,230.77 = \$64,615.38$

The award of fees to Attorneys with Qualifying Representations of Participating Litigating Subdivisions will be the average of the final amounts calculated in paragraphs 3.a and 3.b above.²⁵

Paragraph 3.a represents allocation based on a proportional share of a National Fee Pool, while paragraph 3.b represents allocation based on a proportional share of the Separate State Fee Pools. In other words, for the National Fee Pool described above in paragraph 3.a, the contingency fee contract rate is compared to all other contingency fee contract rates in the nation. For the Separate State Fee Pools described above in paragraph 3.b, the contingency fee contract terms are compared to the other contingency fee contract terms in that same State. The National Fee Pool and the Separate State Fee Pools are given equal weighting. This is illustrated below.



Using the first methodology, Attorneys for two Subdivisions in different States with the same amount calculated under paragraph 2.b would be assigned the same amount under paragraph 3.a. Using the second methodology, Attorneys for the same two Subdivisions would be assigned different amounts under paragraph 3.b because they are in different States. Specifically, the Subdivision in the State with a smaller proportion of Participating

²⁵ The model also enforces a maximum fee award of 20% of the amount calculated in 2.b. This rule is designed to prevent windfalls by addressing over-allocation in a small number of states with relatively few Litigating Subdivisions. An estimated 97% of Qualifying Representations are not impacted this rule. The description in this document of the Mathematical Model is by necessity an abstraction; the precise contours of the calculations are defined in the model itself.

Litigating Subdivisions would be allocated more than the Subdivision in the State with a greater proportion of Participating Litigating Subdivisions.

EXHIBIT S

Agreement on the State Outside Counsel Fee Fund

1. **Creation of a State Outside Counsel Fee Fund.** The Settling Distributors and the Settling States agree to the creation of a state outside counsel fee fund to pay reasonable attorneys' fees of Settling States which have retained outside counsel in connection with litigation against the Settling Distributors (such fund, the "*State Outside Counsel Fee Fund*").

2. **State Outside Counsel Fee Fund Administration.** The State Outside Counsel Fee Fund shall be administered separately from the Common Benefit Fund, the Contingency Fee Fund, the State Cost Fund, and the MDL Expense Fund. A committee of Attorneys General shall oversee the State Outside Counsel Fee Fund (the "*Fee Fund Committee*"). The Fee Fund Committee shall initially consist of the following States: (a) Delaware; (b) Florida; (c) Georgia; (d) Indiana; (e) Michigan; (f) Ohio; and (g) Rhode Island. The Fee Fund Committee shall select a settlement fund administrator, who may or may not be different from the Settlement Fund Administrator (the "*Fee Fund Administrator*") and who shall administer the State Outside Counsel Fee Fund according to the guidelines and directives of the Fee Fund Committee.

3. **State Outside Counsel Fee Eligibility.** To receive any amount from the State Outside Counsel Fee Fund, an outside counsel to a Settling State must have filed and maintained an action in the name of a Settling State or its Attorney General against a Settling Distributor in a state or federal court as of June 1, 2021. No Settling State shall receive funds from both the State Outside Counsel Fee Fund and the Additional Restitution Amount as set forth in Section IX.

4. **State Outside Counsel Fee Fund Amount.** The Settling Distributors shall pay funds into the State Outside Counsel Fee Fund according to the schedule set forth below, subject to any suspensions, offsets, reductions, or adjustments provided for in the Agreement or described below:

| | |
|-----------------------------|---------------|
| Payment Year 1 Payment Date | \$136,044,379 |
| Payment Year 2 Payment Date | \$129,230,769 |
| Payment Year 3 Payment Date | \$17,417,160 |

5. **State Outside Counsel Fee Fund Availability and Calculation of Amount.**
- The State Outside Counsel Fee Fund shall be available to compensate private outside counsel for Settling State Attorneys General for approved fees arising out of representation of the Settling State pursuant to the schedule developed by the Fee Fund Committee and provided to the Settling Distributors.
 - Fees shall be calculated by adding two components: (a) a fixed amount consisting of fifty percent (50%) of the amount allocated to a Settling State pursuant to Exhibit F multiplied by 4.5%; and (b) a proportional percentage of the remaining fee due under that Settling State's contract assuming that fifty

percent (50%) of the Settling State's recovery is allocable to a Settling State (rather than allocable to the Settling State's Participating Subdivisions) so that the fees of all Settling States (minus the fixed amount that would have been allocated to any Non-Settling States had they become Settling States) exhausts the State Outside Counsel Fee Fund. The proportional share percentage will be the same for each Settling State included in the State Outside Counsel Fee Fund. All amounts paid will be less any costs or fees of the Fee Fund Administrator.

6. Payment by the Fee Fund Administrator.

- a. If a Settling State's outside counsel agrees that the amount calculated in Paragraph 5 above either satisfies in full or exceeds the amounts owed to all such Settling State's outside counsel, then upon written notice waiving all entitlement to any additional fee, the Fee Fund Administrator shall pay that Settling State's outside counsel the amount that satisfies the Settling State's obligation in full and, in no event more than (i) such obligation or (ii) the amount pursuant to the calculation and any schedule created by the Fee Fund Committee.
- b. If a Settling State's outside counsel does not agree that the amount calculated in Paragraph 5 above either satisfies in full or exceeds the amounts owed by the Settling State, then the Settling State's share shall be placed in an interest-bearing escrow account (less reasonable expenses of the Fee Fund Administrator) and held unless and until the Settling State and its outside counsel agree in a signed writing to a resolution of the amount outstanding or there is a final judgment entered that is no longer appealable.
- c. Upon being provided a signed, written agreement or the final non-appealable judgment, the Fee Fund Administrator shall release monies from the State Outside Counsel Fee Fund in either the amount held by the Fee Fund Administrator, if the amount of the agreement or judgment is equal to or more than the amount held, or the amount indicated in the agreement or in the final judgment, if the amount in the agreement or judgment is less than the amount held.
- d. Nothing herein, including the amounts listed in paragraph 5 above, shall prevent a Settling State from arguing in any proceeding with its outside counsel that (i) its recovery was less than fifty percent (50%) of the recovery in the Settlement Agreement down to and including fifteen percent (15%) of the total recovery; (ii) any payment should be discounted by an appropriate discount rate commensurate to the risk of the Settlement Agreement and the timeline that the Settling State is receiving its payments; (iii) the settlement amount should be lower because the amount a Settling State receives was reduced because such Settling State's outside counsel failed to obtain joinder from a Settling State's Subdivision(s) that the outside counsel also

represented; or (iv) any limitation placed by the Settling Distributors bars payment of a higher fee to outside counsel.

- e. In the event the amount due to the Settling State's outside counsel from an escrow account is less than the total amount of funds escrowed on the account of the Settling State, the balance shall be paid to the Settling State. In no event, other than a State becoming a Non-Settling State, shall funds revert to a Settling Distributor.
- f. Amounts owed by Settling Distributors to the State Outside Counsel Fee Fund shall be reduced and/or credited to Settling Distributors by amounts allocated on the above-mentioned schedule for outside counsel in Non-Settling States.

7. Reversion or Reduction of Amounts owed to Non-Settling States. Amounts owed by Settling Distributors to the State Outside Counsel Fee Fund shall be reduced proportionally across payments owed by the Settling Distributors by amounts allocated to the fixed amount on the below schedule for outside counsel in the event that a listed State becomes a Non-Settling State. In the event the Fee Fund Administrator receives part or all of the fixed amount due to a Non-Settling State from a Settling Distributor, the Fee Fund Administrator shall return the amount allocable to that Non-Settling State's fixed amount to the Settling Distributor.

| State | Distributor Allocation % | Distributor Payment Amount | State Share | Contract Rate | Full Contract Amount | Fixed Amount |
|----------------|--------------------------|----------------------------|------------------|---------------------------|----------------------|------------------------|
| Alabama | 1.6419% | \$312,711,699.09 | \$156,355,849.55 | TIPAC | \$18,201,265.32 | \$7,036,013.23 |
| Alaska | 0.2585% | \$49,223,759.07 | \$23,611,879.53 | 20% | \$4,922,375.91 | \$1,107,534.58 |
| Arkansas | 0.9663% | \$184,044,819.65 | \$92,022,409.82 | TIPAC | \$8,101,120.49 | \$4,141,008.44 |
| Delaware | 0.49% | \$93,322,747.66 | \$46,661,373.83 | 21% | \$9,798,888.50 | \$2,099,761.82 |
| Florida | 7.0259% | \$1,338,112,237.57 | \$669,056,118.79 | TIPAC | \$36,952,805.94 | \$30,107,525.35 |
| Georgia | 2.7882% | \$531,024,939.66 | \$265,512,469.83 | 8% | \$21,240,997.59 | \$11,948,061.14 |
| Hawaii | 0.3418% | \$65,103,946.38 | \$32,551,973.19 | 17% | \$5,533,835.44 | \$1,464,838.79 |
| Idaho | 0.5254% | \$100,070,766.60 | \$50,035,383.30 | 10% | \$5,003,538.33 | \$2,251,592.25 |
| Indiana | 2.2169% | \$422,215,856.62 | \$211,107,928.31 | TIPAC | \$14,055,396.42 | \$9,499,856.77 |
| Kentucky | 2.093% | \$398,614,767.86 | \$199,307,383.93 | TIPAC | \$12,215,369.20 | \$8,968,832.28 |
| Michigan | 3.402% | \$647,928,460.07 | \$323,964,230.04 | 12% | \$38,875,707.60 | \$14,578,390.35 |
| Mississippi | 0.8899% | \$169,482,650.39 | \$84,741,325.19 | TIPAC | \$7,737,066.26 | \$3,813,359.63 |
| Montana | 0.3422% | \$65,166,981.56 | \$32,583,490.78 | 20, 18, and 15% by amount | \$5,916,934.37 | \$1,466,257.09 |
| Nevada | 1.2487% | \$237,815,036.99 | \$118,907,518.50 | 19% | \$22,592,428.52 | \$5,350,838.33 |
| New Hampshire | 0.6259% | \$119,200,348.62 | \$59,600,174.31 | 27% | 16,092,047.06 | \$2,682,007.84 |
| New Mexico | 0.8557% | \$162,975,902.53 | \$81,487,951.27 | 24% | \$19,557,108.30 | \$3,666,957.81 |
| Ohio | 4.3567% | \$829,751,250.63 | \$414,875,625.32 | TIPAC | \$24,243,781.27 | \$18,669,403.14 |
| Oklahoma | 1.5832% | \$301,519,407.96 | \$150,759,703.98 | 25% | \$37,689,926.00 | \$6,784,186.68 |
| Puerto Rico | 0.7263% | \$138,330,459.13 | \$69,165,229.57 | 25% | \$17,291,307.39 | \$3,112,435.33 |
| Rhode Island | 0.4896% | \$93,239,095.60 | \$46,619,547.80 | 17% | \$7,925,323.13 | \$2,097,879.65 |
| South Carolina | 1.5835% | \$301,577,078.44 | \$150,788,539.22 | TIPAC | \$21,781,541.57 | \$6,785,484.26 |
| South Dakota | 0.217% | \$41,327,454.40 | \$20,663,727.20 | 12% | \$2,479,647.26 | \$929,867.72 |

DISTRIBUTORS' 10.22.21
EXHIBIT UPDATES

| | | | | | | |
|------------|---------|------------------|------------------|---------------------------|----------------|-----------------------|
| Utah | 1.1889% | \$226,438,902.67 | \$113,219,451.34 | TIPAC Modified by K | \$2,714,389.03 | \$2,714,389.03 |
| Vermont | 0.2844% | \$54,169,670.90 | \$27,084,835.45 | TIPAC | \$4,958,483.55 | \$1,218,817.60 |
| Washington | 2.3189% | \$441,644,189.13 | \$220,822,094.57 | Statute | \$10,900,000 | \$9,936,994.26 |

EXHIBIT T

Agreement on the State Cost Fund Administration

1. **Creation of a State Cost Fund.** The Settling Distributors and the Settling States agree to the creation of a state cost fund to pay litigation costs and expenses associated with litigation and investigation related to the opioid litigation (such fund, the "*State Cost Fund*"). The State Cost Fund shall be administered separately from the Common Benefit Fund, the Contingency Fee Fund, the State Counsel Fee Fund, and the MDL Expense Fund.
2. **State Cost Fund Amount and to Whom Owed.** On the Payment Date of Payment Year 1, the Settling Distributors shall pay into the State Cost Fund \$56,538,461.00 (the "*State Cost Fund Amount*"). No funds may be released from the State Cost Fund to Non-Settling States.
3. **State Cost Fund Committee.** A committee of Attorneys General or their designated representatives (such committee, the "*State Cost Fund Committee*") shall oversee the State Cost Fund. The committee shall initially consist of the following States: (a) Delaware; (b) Florida; (c) Georgia; (d) New York; (e) North Carolina; (f) Ohio; (g) Tennessee; and (h) Texas. The Attorneys General may by majority vote add or change the composition of the State Cost Fund Committee, including replacing any above State, if that State is not a Settling State.
4. **State Cost Fund Administrator.** The State Cost Fund Committee shall select an administrator (the "*State Cost Fund Administrator*"). The State Cost Fund Administrator may or may not be different from the Settlement Fund Administrator. The State Cost Fund Administrator shall administer the State Cost Fund and direct payments to Settling States.
5. **State Cost Fund Guidelines.** Monies in the State Cost Fund shall be released without any delay to reimburse Settling States for documented costs incurred or paid in connection with litigation and investigation related to the opioid litigation. In allocating the State Cost Fund, no funds shall be allocated for costs incurred after July 21, 2021. The State Cost Fund Committee shall establish guidelines for the submission and approval of expenses eligible for reimbursement from the State Cost Fund. The State Cost Fund Administrator shall, in accordance with such guidelines, receive from Settling States records sufficient to demonstrate the incurrence and payment of each expense attributable to litigation or investigation related to the opioid litigation, including any outstanding National Association of Attorneys General grant.
6. **State Cost Fund Payment Priorities and Residual.** To the extent the aggregate eligible submissions of costs and expenses from Settling States exceed the State Cost Fund Amount, payments to Settling States shall be paid in the order described in this section until the State Cost Fund is exhausted. If the State Cost Fund is unable to fully pay costs at any of the following levels, then Settling States with costs at that level shall be paid on a proportional basis. All expenses with a lesser priority from the level where the State Cost Fund is exhausted will not be reimbursed from the State Cost Fund. Costs shall be paid in the following order of priority:

(a) the reasonable costs of the State Cost Fund Administrator, if any; (b) repayment of the National Association of Attorneys General grants connected to opioid litigation; (c) costs incurred or paid by outside counsel for a Settling State litigating against the Settling Distributors apart from any fee owed; (d) litigation-related costs attributable to the Settling Distributors incurred or paid by a Settling State litigating against the Settling Distributors; and (e) pre-suit investigation-related costs attributable to the Settling Distributors incurred or paid by either a Settling State outside counsel (not including any amount of fees or any costs which have already been reimbursed pursuant to clause (c), above) or a Settling State investigating the Settling Distributors. If the State Cost Fund has additional monies after payment of the State Cost Fund Administrator's and all Settling States' submitted costs, then the remaining funds will be provided to the National Association of Attorneys General to be placed in the Financial Services Fund for the purpose of funding grants for consumer protection- or healthcare-related enforcement or training activities. In determining what costs are attributable to the Settling Distributors, the State Fund Committee shall develop a guideline that ensures that all Settling States are treated equitably.

EXHIBIT U

ABC IRS Form 1098-F

| | | | | | |
|--|--|--|--|--|--|
| 0303 | | <input type="checkbox"/> VOID | | <input type="checkbox"/> CORRECTED | |
| FILER'S name, street address, city or town, state or province, country, ZIP or foreign postal code, and telephone no. [APPROPRIATE OFFICIAL] [DESIGNATED STATE] [ADDRESS] | | 1 Total amount required to be paid \$ 6,379,375,013.53 | | OMB No. 1545-2284 Form 1098-F (Rev. December 2019) For calendar year 2021 | |
| FILER'S TIN XX-XXXXXXX | | PAYER'S TIN 23-3079390 | | 2 Restitution/remediation amount \$ 5,839,378,859.97 | |
| PAYER'S name AmerisourceBergen Corporation | | 3 Compliance amount \$ | | 4 Date of order/agreement XX/XX/2021 | |
| Street address (including apt. no.) 1 West First Avenue | | 5 Jurisdiction U.S. District Court for the Northern District of Ohio and jurisdictions of other cases settled under the Settlement Agreement entered into by the Settling Distributors and Settling States (each as defined in such agreement), dated as of []. | | Copy A For Internal Revenue Service Center File with Form 1096. For Privacy Act and Paperwork Reduction Act Notice, see the current General Instructions for Certain Information Returns. | |
| City or town, state or province, country, and ZIP or foreign postal code Conshohocken, PA 19428 | | 6 Case number No. 1:17-md-2804 and other cases settled under the Settlement Agreement entered into by the Settling Distributors and Settling States (each as defined in such agreement), dated as of []. | | | |
| | | 7 Name or description of matter/suit/agreement National Prescription Opiate Litigation | | | |
| | | 8 Code A, B, I | | | |
| Form 1098-F (Rev. 12-2019) Cat. No. 71382B www.irs.gov/Form1098F Department of the Treasury - Internal Revenue Service Do Not Cut or Separate Forms on This Page — Do Not Cut or Separate Forms on This Page | | | | | |

EXHIBIT V

Cardinal IRS Form 1098-F

| | | | | | |
|--|---------------------------|---|--|--|--|
| 0303 <input type="checkbox"/> VOID <input type="checkbox"/> CORRECTED | | | | | |
| FILER'S name, street address, city or town, state or province, country, ZIP or foreign postal code, and telephone no. [APPROPRIATE OFFICIAL] [DESIGNATED STATE] [ADDRESS] | | 1 Total amount required to be paid \$ 6,358,796,384.46 | OMB No. 1545-2284 Form 1098-F (Rev. December 2019) For calendar year 20_21 | Fines, Penalties, and Other Amounts | |
| | | 2 Restitution/remediation amount \$ 5,820,542,153.63 | | | |
| FILER'S TIN XX-XXXXXXX | PAYER'S TIN 31-0958666 | 3 Compliance amount \$ | 4 Date of order/agreement XX/XX/2021 | Copy A For Internal Revenue Service Center File with Form 1096. For Privacy Act and Paperwork Reduction Act Notice, see the current General Instructions for Certain Information Returns. | |
| PAYER'S name Cardinal Health, Inc. and consolidated subsidiaries | | 5 Jurisdiction U.S. District Court for the Northern District of Ohio and jurisdictions of other cases settled under the Settlement Agreement entered into by the Settling Distributors and Settling States (each as defined in such agreement), dated as of [] | | | |
| Street address (including apt. no.) 7000 Cardinal Place | | 6 Case number No. 1:17-md-2804 and other cases settled under the Settlement Agreement entered into by the Settling Distributors and Settling States (each as defined in such agreement), dated as of [] | | | |
| City or town, state or province, country, and ZIP or foreign postal code Dublin, Ohio 43017 | | 7 Name or description of matter/suit/agreement National Prescription Opiate Litigation | | | |
| | | 8 Code A, B, I | | | |
| | | | | | |
| Form 1098-F (Rev. 12-2019) | | Cat. No. 71382B | | www.irs.gov/Form1098F Department of the Treasury - Internal Revenue Service | |
| Do Not Cut or Separate Forms on This Page | | Do Not Cut or Separate Forms on This Page | | | |

EXHIBIT W

McKesson IRS Form 1098-F

| | | | |
|--|--|---|--|
| 0303 | | <input type="checkbox"/> VOID <input type="checkbox"/> CORRECTED | |
| FILER'S name, street address, city or town, state or province, country, ZIP or foreign postal code, and telephone no. [APPROPRIATE OFFICIAL] [DESIGNATED STATE] [ADDRESS] | | 1 Total amount required to be paid \$ 7,840,457,678.30 | OMB No. 1545-2284 Form 1098-F (Rev. December 2019) For calendar year 20 21 |
| FILER'S TIN XX-XXXXXX | | 2 Restitution/remediation amount \$ 7,176,784,986.23 | Fines, Penalties, and Other Amounts Copy A For Internal Revenue Service Center File with Form 1096. For Privacy Act and Paperwork Reduction Act Notice, see the current General Instructions for Certain Information Returns. |
| PAYER'S TIN XX-XXXXXX | | 3 Compliance amount \$ | |
| PAYER'S name McKesson Corporation | | 4 Date of order/agreement XX/XX/2021 | |
| Street address (including apt. no.) 6535 N. State Highway 161 | | 5 Jurisdiction U.S. District Court for the Northern District of Ohio and jurisdictions of other cases settled under the Settlement Agreement entered into by the Settling Distributors and Settling States (each as defined in such agreement), dated as of []. | |
| City or town, state or province, country, and ZIP or foreign postal code Irving, TX 75039 | | 6 Case number No. 1:17-MD-2804 and other cases settled under the Settlement Agreement entered into by the Settling Distributors and Settling States (each as defined in such agreement), dated as of []. | |
| | | 7 Name or description of matter/suit/agreement National Prescription Opiate Litigation, | |
| | | 8 Code A, B, I | |

Form **1098-F** (Rev. 12-2019) Cat. No. 71382B www.irs.gov/Form1098F Department of the Treasury - Internal Revenue Service

Do Not Cut or Separate Forms on This Page — Do Not Cut or Separate Forms on This Page

EXHIBIT X

Severity Factors

| State | Severity Factor |
|----------------------|-----------------|
| Alabama | 108.5243% |
| Alaska | 107.8614% |
| American Samoa | 102.7639% |
| Arizona | 107.7129% |
| Arkansas | 103.2818% |
| California | 82.8688% |
| Colorado | 95.2263% |
| Connecticut | 121.0971% |
| Delaware | 155.5946% |
| District of Columbia | 88.3270% |
| Florida | 107.9604% |
| Georgia | 86.6675% |
| Guam | 96.8019% |
| Hawaii | 77.1051% |
| Idaho | 93.0570% |
| Illinois | 86.6318% |
| Indiana | 108.6768% |
| Iowa | 78.2056% |
| Kansas | 89.6374% |
| Kentucky | 150.0126% |
| Louisiana | 105.2878% |
| Maine | 132.7534% |
| Maryland | 115.2160% |
| Massachusetts | 110.3001% |
| Michigan | 112.4239% |
| Minnesota | 75.9148% |
| Mississippi | 96.7243% |
| Missouri | 107.8496% |
| Montana | 99.7815% |
| N. Mariana Islands | 100.2421% |
| Nebraska | 71.9045% |
| Nevada | 130.5519% |
| New Hampshire | 144.4997% |
| New Jersey | 102.3701% |
| New Mexico | 128.9295% |

DISTRIBUTORS' 10.22.21
EXHIBIT UPDATES

| | |
|----------------|-----------|
| New York | 91.4472% |
| North Carolina | 102.2754% |
| North Dakota | 76.0864% |
| Ohio | 123.0063% |
| Oklahoma | 129.3047% |
| Oregon | 108.9094% |
| Pennsylvania | 118.2821% |
| Puerto Rico | 73.9803% |
| Rhode Island | 143.8802% |
| South Carolina | 99.6801% |
| South Dakota | 76.4482% |
| Tennessee | 129.9078% |
| Texas | 71.6286% |
| Utah | 119.5878% |
| Vermont | 140.2239% |
| Virgin Islands | 100.4396% |
| Virginia | 88.1611% |
| Washington | 100.5007% |
| Wisconsin | 99.6616% |
| Wyoming | 100.9659% |

JANSSEN SETTLEMENT AGREEMENT

This settlement agreement dated as of July 21, 2021 (the “*Agreement*”) sets forth the terms of settlement between and among the Settling States, Participating Subdivisions, and Janssen (as those terms are defined below). Upon satisfaction of the conditions set forth in Sections II and VIII, this Agreement will be binding on the Settling States, Janssen, and Participating Subdivisions. This Agreement will then be filed as part of Consent Judgments in the respective courts of each of the Settling States, pursuant to the terms set forth in Section VIII.

I. Definitions

Unless otherwise specified, the following definitions apply:

1. “*Abatement Accounts Fund*” means a component of the Settlement Fund described in subsection VI.E.
2. “*Additional Restitution Amount*” means the amount available to Settling States listed in Exhibit N of \$67,307,692.
3. “*Agreement*” means this agreement as set forth above, inclusive of all exhibits.
4. “*Alleged Harms*” means the alleged past, present, and future financial, societal, and related expenditures arising out of the alleged misuse and abuse of opioid products, non-exclusive examples of which are described in the documents listed on Exhibit A, that have allegedly arisen as a result of the physical and bodily injuries sustained by individuals suffering from opioid-related addiction, abuse, death, and other related diseases and disorders, and that have allegedly been caused by Janssen.
5. “*Allocation Statute*” means a state law that governs allocation, distribution, and/or use of some or all of the Settlement Fund amounts allocated to that State and/or its Subdivisions. In addition to modifying the allocation, as set forth in subsection VI.D.2, an Allocation Statute may, without limitation, contain a Statutory Trust, further restrict expenditure of funds, form an advisory committee, establish oversight and reporting requirements, or address other default provisions and other matters related to the funds. An Allocation Statute is not required to address all three (3) types of funds comprising the Settlement Fund or all default provisions.
6. “*Annual Payment*” means the total amount payable to the Settlement Fund by Janssen on the Payment Date each year in 2023 and onward, as calculated by the Settlement Fund Administrator pursuant to Section V. For the avoidance of doubt, this term does not include the Additional Restitution Amount or amounts paid pursuant to Section XI.
7. “*Appropriate Official*” means the official defined in subsection XIII.E.

8. “*Attorney Fee Fund*” means an account consisting of funds allocated to pay attorneys’ fees and costs pursuant to the agreement on attorneys’ fees and costs attached as Exhibit R.
9. “*Bar*” means either (1) a ruling by the highest court of the State or the intermediate court of appeals when not subject to further review by the highest court of the State in a State with a single intermediate court of appeals setting forth the general principle that no Subdivisions or Special Districts in the State may maintain Released Claims against Released Entities, whether on the ground of the Agreement (or the release in it) or otherwise; (2) a law barring Subdivisions and Special Districts in the State from maintaining or asserting Released Claims against Released Entities (either through a direct bar or through a grant of authority to release claims and that authority is exercised in full); or (3) a Settlement Class Resolution in the State with full force and effect. For the avoidance of doubt, a law or ruling that is conditioned or predicated upon payment by a Released Entity (apart from payments by Janssen incurred under the Agreement) shall not constitute a Bar.
10. “*Case-Specific Resolution*” means either (1) a law barring specified Subdivisions or Special Districts from maintaining Released Claims against Released Entities (either through a direct bar or through a grant of authority to release claims and that authority is exercised in full); (2) a ruling by a court of competent jurisdiction over a particular Subdivision or Special District that has the legal effect of barring the Subdivision or Special District from maintaining any Released Claims at issue against Released Entities, whether on the ground of the Agreement (or the release in it) or otherwise; or (3) in the case of a Special District, a release consistent with Section IV below. For the avoidance of doubt, a law, ruling, or release that is conditioned or predicated upon a post-Effective Date payment by a Released Entity (apart from payments by Janssen incurred under the Agreement or injunctive relief obligations incurred by it) shall not constitute a Case-Specific Resolution.
11. “*Claim*” means any past, present or future cause of action, claim for relief, cross-claim or counterclaim, theory of liability, demand, derivative claim, request, assessment, charge, covenant, damage, debt, lien, loss, penalty, judgment, right, obligation, dispute, suit, contract, controversy, agreement, parens patriae claim, promise, performance, warranty, omission, or grievance of any nature whatsoever, whether legal, equitable, statutory, regulatory or administrative, whether arising under federal, state or local common law, statute, regulation, guidance, ordinance or principles of equity, whether filed or unfiled, whether asserted or unasserted, whether known or unknown, whether accrued or unaccrued, whether foreseen, unforeseen or unforeseeable, whether discovered or undiscovered, whether suspected or unsuspected, whether fixed or contingent, and whether existing or hereafter arising, in all such cases, including but not limited to any request for declaratory, injunctive, or equitable relief, compensatory, punitive, or statutory damages, absolute liability, strict liability, restitution, subrogation, contribution, indemnity, apportionment, disgorgement, reimbursement, attorney fees, expert

fees, consultant fees, fines, penalties, expenses, costs or any other legal, equitable, civil, administrative, or regulatory remedy whatsoever.

12. “*Claim Over*” means a Claim asserted by a Non-Released Entity against a Released Entity on the basis of contribution, indemnity, or other claim-over on any theory relating to a Non-Party Covered Conduct Claim asserted by a Releasor.
13. “*Compensatory Restitution Amount*” means the aggregate amount of payments by Janssen hereunder other than amounts paid as attorneys’ fees and costs or identified pursuant to subsection VI.B.2 as being used to pay attorneys’ fees and investigation costs or litigation costs.
14. “*Consent Judgment*” means a state-specific consent judgment in a form to be agreed upon by the Settling States, Participating Subdivisions, and Janssen prior to the Initial Participation Date that, among other things, (1) approves this Agreement and (2) provides for the release set forth in Section IV, including the dismissal with prejudice of any Released Claims that the Settling State has brought against Released Entities.
15. “*Court*” means the respective court for each Settling State to which the Agreement and the Consent Judgment are presented for approval and/or entry as to that Settling State, or the Northern District of Ohio for purposes of administering the Attorney Fee Fund and any related fee and cost agreements.
16. “*Covered Conduct*” means any actual or alleged act, failure to act, negligence, statement, error, omission, breach of any duty, conduct, event, transaction, agreement, misstatement, misleading statement or other activity of any kind whatsoever from the beginning of time through the Reference Date (and any past, present, or future consequence of any such act, failure to act, negligence, statement, error, omission, breach of duty, conduct, event, transaction, agreement, misstatement, misleading statement or other activity) relating in any way to (a) the discovery, development, manufacture, packaging, repackaging, marketing, promotion, advertising, labeling, recall, withdrawal, distribution, delivery, monitoring, reporting, supply, sale, prescribing, dispensing, physical security, warehousing, use or abuse of, or operating procedures relating to any Product, or any system, plan, policy, or advocacy relating to any Product or class of Products, including but not limited to any unbranded promotion, marketing, programs, or campaigns relating to any Product or class of Products; (b) the characteristics, properties, risks, or benefits of any Product; (c) the reporting, disclosure, non-reporting or non-disclosure to federal, state or other regulators of orders for any Product placed with any Released Entity; (d) the selective breeding, harvesting, extracting, purifying, exporting, importing, applying for quota for, procuring quota for, handling, promoting, manufacturing, processing, packaging, supplying, distributing, converting, or selling of, or otherwise engaging in any activity relating to, precursor or component Products, including but not limited to natural, synthetic, semi-synthetic or chemical raw materials, starting materials, finished

active pharmaceutical ingredients, drug substances, or any related intermediate Products; or (e) diversion control programs or suspicious order monitoring related to any Product.

17. “*Designated State*” means New York.
18. “*Effective Date*” means the date sixty (60) days after the Reference Date.
19. “*Enforcement Committee*” means a committee consisting of representatives of the Settling States and of the Participating Subdivisions. Exhibit B contains the organizational bylaws of the Enforcement Committee. Notice pursuant to subsection XIII.O shall be provided when there are changes in membership or contact information.
20. “*Global Settlement Abatement Amount*” means the abatement amount of \$4,534,615,385.
21. “*Global Settlement Amount*” means \$5 billion, which shall be divided into the Global Settlement Abatement Amount, the Additional Restitution Amount, and the Global Settlement Attorney Fee Amount.
22. “*Global Settlement Attorney Fee Amount*” means the attorney fee amount of \$398,076,923.
23. “*Incentive A*” means the incentive payment described in subsection V.E.4.
24. “*Incentive B*” means the incentive payment described in subsection V.E.5.
25. “*Incentive C*” means the incentive payment described in subsection V.E.6.
26. “*Incentive D*” means the incentive payment described in subsection V.E.7.
27. “*Incentive Payment Final Eligibility Date*” means, with respect to a Settling State, the date that is the earliest of (1) three years after the Effective Date; (2) the date of completion of opening statements in a trial of any action brought by a Subdivision in that State that includes a Released Claim against a Released Entity when such date is more than two (2) years after the Effective Date; or (3) two (2) years after the Effective Date in the event a trial of an action brought by a Subdivision in that State that includes a Released Claim against a Released Entity began after the Initial Participation Date but before two (2) years after the Effective Date.
28. “*Initial Participating Subdivision*” means a Subdivision that meets the requirements set forth in subsection VII.D.
29. “*Initial Participation Date*” means the date one hundred twenty (120) days after the Preliminary Agreement Date, unless it is extended by written agreement of Janssen and the Enforcement Committee.

30. “*Initial Year Payment*” means the total amount payable to the Settlement Fund by Janssen on each of the two Payment Dates in 2022, as calculated by the Settlement Fund Administrator pursuant to Section V. For the avoidance of doubt, this term does not include the Additional Restitution Amount or amounts paid pursuant to Section XI.
31. “*Injunctive Relief Terms*” means the terms described in Section III and set forth in Exhibit P.
32. “*Janssen*” means Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc.
33. “*Later Litigating Special District*” means a Special District (or Special District official asserting the right of or for the Special District to recover for alleged harms to the Special District and/or the people thereof) that is not a Litigating Special District and that files a lawsuit bringing a Released Claim against a Released Entity, or that adds such a claim to a pre-existing lawsuit, after the Preliminary Agreement Date. It may also include a Litigating Special District whose claims were resolved by a judicial Bar or Case-Specific Resolution which is later revoked following the execution date of this Agreement, when such Litigating Special District takes any affirmative step in its lawsuit other than seeking a stay or removal.
34. “*Later Litigating Subdivision*” means a Subdivision (or Subdivision official asserting the right of or for the Subdivision to recover for alleged harms to the Subdivision and/or the people thereof) that is not a Litigating Subdivision and that files a lawsuit bringing a Released Claim against a Released Entity, or that adds such a claim to a pre-existing lawsuit, after the Trigger Date. It may also include a Litigating Subdivision whose claims were resolved by a judicial Bar or Case-Specific Resolution which is later revoked following the execution date of this Agreement, when such Litigating Subdivision takes any affirmative step in its lawsuit other than seeking a stay or removal.
35. “*Later Participating Subdivision*” means a Participating Subdivision that meets the requirements of subsection VII.E but is not an Initial Participating Subdivision.
36. “*Litigating Special District*” means a Special District (or Special District official) that brought any Released Claims against any Released Entities on or before the Preliminary Agreement Date that were not separately resolved prior to that date. A list of Litigating Special Districts will be agreed to by the parties and attached hereto as of the Preliminary Agreement Date.
37. “*Litigating Subdivision*” means a Subdivision (or Subdivision official asserting the right of or for the Subdivision to recover for alleged harms to the Subdivision and/or the people thereof) that brought any Released Claim against any Released Entity prior to the Trigger Date that were not separately resolved prior to that

Trigger Date. A Prior Litigating Subdivision shall not be considered a Litigating Subdivision. Exhibit C is an agreed list of the Litigating Subdivisions. Exhibit C will be updated (including with any corrections) periodically, and a final version of Exhibit C will be attached hereto as of the Reference Date.

- 38. “*National Arbitration Panel*” means the panel described in subsection XII.F.
- 39. “*National Disputes*” means the disputes described in subsection XII.F.
- 40. “*Non-Litigating Special District*” means a Special District that is neither a Litigating Special District nor a Later Litigating Special District.
- 41. “*Non-Litigating Subdivision*” means a Subdivision that is neither a Litigating Subdivision nor a Later Litigating Subdivision.
- 42. “*Non-Participating Subdivision*” means a Subdivision that is not a Participating Subdivision.
- 43. “*Non-Party Covered Conduct Claim*” means a Claim against any Non-Released Entity involving, arising out of, or related to Covered Conduct (or conduct that would be Covered Conduct if engaged in by a Released Entity).
- 44. “*Non-Party Settlement*” means a settlement by any Releasor that settles any Non-Party Covered Conduct Claim and includes a release of any Non-Released Entity.
- 45. “*Non-Released Entity*” means an entity that is not a Released Entity.
- 46. “*Non-Settling State*” means a State that is not a Settling State.
- 47. “*Opioid Remediation*” means care, treatment, and other programs and expenditures (including reimbursement for past such programs or expenditures except where this Agreement restricts the use of funds solely to future Opioid Remediation) designed to (1) address the misuse and abuse of opioid products, (2) treat or mitigate opioid use or related disorders, or (3) mitigate other alleged effects of the opioid abuse crisis, including on those injured as a result of the opioid abuse crisis. Exhibit E provides a non-exhaustive list of expenditures that qualify as being paid for Opioid Remediation. Qualifying expenditures may include reasonable related administrative expenses.
- 48. “*Overall Allocation Percentage*” means a Settling State’s percentage as set forth in Exhibit F. The aggregate Overall Allocation Percentages of all States (including Settling States and Non-Settling States) shall equal 100%.
- 49. “*Participating Special District*” means a Special District that executes a release consistent with Section IV below and meets the requirements for becoming a Participating Special District under Section VII.

50. “*Participating Subdivision*” means a Subdivision that meets the requirements for becoming a Participating Subdivision under Section VII. Participating Subdivisions include both Initial Participating Subdivisions and Later Participating Subdivisions. Subdivisions eligible to become Participating Subdivisions are listed in Exhibit G. A Settling State may add additional Subdivisions to Exhibit G at any time prior to the Initial Participation Date.
51. “*Participation Tier*” means the level of participation in this Agreement as determined pursuant to subsection VIII.C using the criteria set forth in Exhibit H.
52. “*Parties*” means Janssen and the Settling States (each, a “*Party*”).
53. “*Payment Date*” means the date on which Janssen makes its payments pursuant to Section V and Exhibit M.
54. “*Payment Year*” means the calendar year during which the applicable Initial Year Payments or Annual Payments are due pursuant to subsection V.B. Payment Year 1 is 2022, Payment Year 2 is 2023 and so forth. References to payment “for a Payment Year” mean the Initial Year Payments or Annual Payment due during that year. References to eligibility “for a Payment Year” mean eligibility in connection with the Initial Year Payments or Annual Payment due during that year.
55. “*Preliminary Agreement Date*” means the date on which Janssen gives notice to the Settling States and MDL PEC of its determination that a sufficient number of States have agreed to be Settling States. This date shall be no more than fourteen (14) days after the end of the notice period to States, unless it is extended by written agreement of Janssen and the Enforcement Committee.
56. “*Primary Subdivision*” means a Subdivision that has a population of 30,000 or more. A list of Primary Subdivisions in each State is provided in Exhibit I.
57. “*Prior Litigating Subdivision*” means a Subdivision (or Subdivision official asserting the right of or for the Subdivision to recover for alleged harms to the Subdivision and/or the people thereof) that brought any Released Claim against any Released Entity prior to the Trigger Date and all such Released Claims were separately settled or finally adjudicated prior to the Trigger Date; *provided, however,* that if the final adjudication was pursuant to a Bar, such Subdivision shall not be considered a Prior Litigating Subdivision. Notwithstanding the prior sentence, Janssen and the State of the relevant Subdivision may agree in writing that such Subdivision shall not be considered a Prior Litigating Subdivision.
58. “*Product*” means any chemical substance, whether used for medicinal or non-medicinal purposes, and whether natural, synthetic, or semi-synthetic, or any finished pharmaceutical product made from or with such substance, that is an opioid or opiate, as well as any product containing any such substance. It also includes: 1) the following when used in combination with opioids or opiates: benzodiazepine, carisoprodol, zolpidem, or gabapentin; and 2) a combination or

“cocktail” of any stimulant or other chemical substance prescribed, sold, bought, or dispensed to be used together that includes opioids or opiates. For the avoidance of doubt, “Product” does not include benzodiazepine, carisoprodol, zolpidem, or gabapentin when not used in combination with opioids or opiates. “Product” includes but is not limited to any substance consisting of or containing buprenorphine, codeine, fentanyl, hydrocodone, hydromorphone, meperidine, methadone, morphine, naloxone, naltrexone, oxycodone, oxymorphone, tapentadol, tramadol, opium, heroin, carfentanil, any variant of these substances, or any similar substance. “Product” also includes any natural, synthetic, semi-synthetic or chemical raw materials, starting materials, finished active pharmaceutical ingredients, drug substances, and any related intermediate products used or created in the manufacturing process for any of the substances described in the preceding sentence.

59. “*Reference Date*” means the date on which Janssen is to inform the Settling States and MDL PEC of its determination whether there is sufficient resolution of claims and potential claims at the Subdivision level to go forward with the settlement. The Reference Date shall be thirty (30) days after the Initial Participation Date, unless it is extended by written agreement of Janssen and the Enforcement Committee.
60. “*Released Claims*” means any and all Claims that directly or indirectly are based on, arise out of, or in any way relate to or concern the Covered Conduct occurring prior to the Reference Date. Without limiting the foregoing, “Released Claims” include any Claims that have been asserted against the Released Entities by any Settling State or any of its Litigating Subdivisions or Litigating Special Districts in any federal, state or local action or proceeding (whether judicial, arbitral, or administrative) based on, arising out of or relating to, in whole or in part, the Covered Conduct, or any such Claims that could be or could have been asserted now or in the future in those actions or in any comparable action or proceeding brought by a State, any of its Subdivisions or Special Districts, or any Releasors (whether or not such State, Subdivision, Special District, or Releasor has brought such action or proceeding). Released Claims also include all Claims asserted in any proceeding to be dismissed pursuant to the Agreement, whether or not such claims relate to Covered Conduct. The Parties intend that “Released Claims” be interpreted broadly. This Agreement does not release Claims by private individuals. It is the intent of the Parties that Claims by private individuals be treated in accordance with applicable law. Released Claims is also used herein to describe Claims brought by a Later Litigating Subdivision or other non-party Subdivision or Special District that would have been Released Claims if they had been brought by a Releasor against a Released Entity.
61. “*Released Entities*” means Janssen and (1) all of Janssen’s past and present direct or indirect parents, subsidiaries, divisions, predecessors, successors, assigns, including Noramco, Inc. and Tasmanian Alkaloids PTY. LTD.; (2) the past and present direct or indirect subsidiaries, divisions, and joint ventures, of any of the foregoing; (3) all of Janssen’s insurers (solely in their role as insurers with respect

to the Released Claims); (4) all of Janssen's, or of any entity described in subsection (1), past and present joint ventures; and (5) the respective past and present officers, directors, members, shareholders (solely in their capacity as shareholders of the foregoing entities), partners, trustees, agents, and employees of any of the foregoing (for actions that occurred during and related to their work for, or employment with, Janssen). Any person or entity described in subsections (3)-(5) shall be a Released Entity solely in the capacity described in such clause and shall not be a Released Entity with respect to its conduct in any other capacity. For the avoidance of doubt, the entities listed in Exhibit Q are not Released Entities; *and provided further* that any joint venture partner of Janssen or Janssen's subsidiary is not a Released Entity unless it falls within subsections (1)-(5) above. A list of Janssen's present subsidiaries and affiliates can be found at <https://johnsonandjohnson.gcs-web.com/static-files/f61ae5f3-ff03-46c1-bfc9-174947884db2>. Janssen's predecessor entities include but are not limited to those entities listed on Exhibit J. For the avoidance of doubt, any entity acquired, or joint venture entered into, by Janssen after the Reference Date is not a Released Entity.

62. “*Releasers*” means (1) each Settling State; (2) each Participating Subdivision; and (3) without limitation and to the maximum extent of the power of each Settling State's Attorney General and/or Participating Subdivision to release Claims, (a) the Settling State's and Participating Subdivision's departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, including its Attorney General, 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, (b) any public entities, public instrumentalities, public educational institutions, unincorporated districts, fire districts, irrigation districts, water districts, law enforcement districts, emergency services districts, school districts, hospital districts and other Special Districts in a Settling State, and (c) any person or entity acting in a *parens patriae*, sovereign, quasi-sovereign, private attorney general, *qui tam*, taxpayer, or other capacity seeking relief on behalf of or generally applicable to the general public with respect to a Settling State or Subdivision in a Settling State, whether or not any of them participate in the Agreement. The inclusion of a specific reference to a type of entity in this definition shall not be construed as meaning that the entity is not a Subdivision. In addition to being a Releaser as provided herein, a Participating Subdivision shall also provide the Subdivision Settlement Participation Form or the Election and Release Form referenced in Section VII providing for a release to the fullest extent of the Participating Subdivision's authority, which shall be attached as an exhibit to the Agreement. Each Settling State's Attorney General represents that he or she has or has obtained (or will obtain no later than the Initial Participation Date) the authority set forth in the Representation and Warranty subsection of Section IV.
63. “*Revocation Event*” means with respect to a Bar, Settlement Class Resolution, or Case-Specific Resolution, a legislative amendment or a revocation, rescission, reversal, overruling, or interpretation that in any way limits the effect of such Bar,

Settlement Class Resolution, or Case-Specific Resolution on Released Claims or any other action or event that otherwise deprives the Bar, Settlement Class Resolution or Case-Specific Resolution of force or effect in any material respect.

64. “*Settlement Class Resolution*” means a class action resolution in a court of competent jurisdiction in a Settling State with respect to a class of Subdivisions and Special Districts in that State that (1) conforms with that Settling State’s statutes, case law, and/or rules of procedure regarding class actions; (2) is approved and entered as an order of a court of competent jurisdiction in that State and has become final as defined in “State-Specific Finality”; (3) is binding on all Non-Participating Subdivisions and Special Districts in that State (other than opt outs as permitted under the next sentence); (4) provides that all such Non-Participating Subdivisions or Special Districts may not bring Released Claims against Released Entities, whether on the ground of the Agreement (or the releases herein) or otherwise; and (5) does not impose any costs or obligations on Janssen other than those provided for in the Agreement, or contain any provision inconsistent with any provision of the Agreement. If applicable state law requires that opt-out rights be afforded to members of the class, a class action resolution otherwise meeting the foregoing requirements shall qualify as a Settlement Class Resolution unless Subdivisions collectively representing more than 1% of the total population of all of that State’s Subdivisions listed in Exhibit G opt out. In seeking certification of any Settlement Class, the applicable State and Participating Subdivisions shall make clear that certification is sought solely for settlement purposes and shall have no applicability beyond approval of the settlement for which certification is sought. Nothing in this Agreement constitutes an admission by any Party that class certification would be appropriate for litigation purposes in any case.
65. “*Settlement Fund*” means the interest-bearing fund established under the Agreement into which all payments by Janssen are made other than amounts paid as attorneys’ fees and costs or identified pursuant to subsection VI.B.2 as being used to pay attorneys’ fees and costs. The Settlement Fund comprises the Abatement Accounts Fund, State Fund, and Subdivision Fund.
66. “*Settlement Fund Administrator*” means the entity that determines the Annual Payments (including calculating Incentive Payments pursuant to Section V) and any amounts subject to suspension or offset pursuant to Sections V and IX), determines the Participation Tier, and administers and distributes amounts into the Settlement Fund. The duties of the Settlement Fund Administrator shall be governed by this Agreement. Prior to the Initial Participation Date, the Parties shall agree to selection and removal processes for and a detailed description of the Settlement Fund Administrator’s duties, including a detailed mechanism for paying the Settlement Fund Administrator’s fees and costs, all of which shall be appended to the Agreement as Exhibit L.

67. “*Settlement Fund Escrow*” means the interest-bearing escrow fund established pursuant to this Agreement to hold disputed or suspended payments made under this Agreement.
68. “*Settlement Payment Schedule*” means the schedule of payments attached to this Agreement as Exhibit M. A revised Settlement Payment Schedule will be substituted for Exhibit M after any offsets, reductions, or suspensions under Sections V and IX are determined.
69. “*Settling State*” means any State that has entered the Agreement.
70. “*Special District*” means a formal and legally recognized sub-entity of a State that is authorized by State law to provide one or a limited number of designated functions, including but not limited to school districts, fire districts, healthcare & hospital districts, and emergency services districts. Special Districts do not include sub-entities of a State that provide general governance for a defined area that would qualify as a Subdivision.
71. “*State*” means any state of the United States of America, the District of Columbia, American Samoa, Guam, the Northern Mariana Islands, Puerto Rico, and the U.S. Virgin Islands. Additionally, the use of non-capitalized “state” to describe something (e.g., “state court”) shall also be read to include parallel entities in commonwealths, territories, and the District of Columbia (e.g., “territorial court”).
72. “*State Fund*” means a component of the Settlement Fund described in subsection VI.C.
73. “*State-Specific Finality*” means, with respect to the Settling State in question:
- a. the Agreement and the Consent Judgment have been approved and entered by the Court as to Janssen, including the release of all Released Claims against Released Entities as provided in this Agreement;
 - b. for all lawsuits brought by the Settling State against Released Entities for Released Claims, either previously filed or filed as part of the entry of the Consent Judgment, the Court has stated in the Consent Judgment or otherwise entered an order finding that all Released Claims against Released Entities asserted in the lawsuit have been resolved by agreement; and
 - c. (1) the time for appeal or to seek review of or permission to appeal from the approval and entry as described in subsection (a) hereof and entry of such order described in subsection (b) hereof has expired; or (2) in the event of an appeal, the appeal has been dismissed or denied, or the approval and entry described in (a) hereof and the order described in subsection (b) hereof have been affirmed in all material respects (to the extent challenged in the appeal) by the court of last resort to which such appeal has been taken and such dismissal or affirmance has become no

longer subject to further appeal (including, without limitation, review by the United States Supreme Court).

74. “*State-Subdivision Agreement*” means an agreement that a Settling State reaches with the Subdivisions in that State regarding the allocation, distribution, and/or use of funds allocated to that State and to Participating Subdivisions in that State. A State-Subdivision Agreement shall be effective if approved pursuant to the provisions of Exhibit O or if adopted by statute. Preexisting agreements addressing funds other than those allocated pursuant to this Agreement shall qualify if the approval requirements of Exhibit O are met. A State and its Subdivisions may revise, supplement, or refine a State-Subdivision Agreement if approved pursuant to the provisions of Exhibit O or if adopted by statute.
75. “*Statutory Trust*” means a trust fund established by state law to receive funds allocated to a State’s Abatement Accounts Fund and restrict their expenditure to Opioid Remediation purposes subject to reasonable administrative expenses. A State may give a Statutory Trust authority to allocate one or more of the three Settlement Funds, but this is not required.
76. “*Subdivision*” means a formal and legally recognized sub-entity of a State that provides general governance for a defined area, including a county, parish, city, town, village, or similar entity. Unless otherwise specified, “Subdivision” includes all functional counties and parishes and other functional levels of sub-entities of a State that provide general governance for a defined area. Historic, non-functioning sub-entities of a State (such as Connecticut counties) are not Subdivisions, unless the entity has filed a lawsuit that includes a Released Claim against a Released Entity in a direct, parens patriae, or any other capacity. For purposes of this Agreement, the term Subdivision does not include Special Districts. A list of Subdivisions by state will be agreed to prior to any Subdivision sign-on period.
77. “*Subdivision Allocation Percentage*” means for Subdivisions in a Settling State that are eligible to receive an allocation from the Subdivision Fund pursuant to subsection VI.C or subsection VI.D, the percentage as set forth in Exhibit G. The aggregate Subdivision Allocation Percentage of all Subdivisions receiving a Subdivision Allocation Percentage in each State shall equal 100%. Immediately upon the effectiveness of any State-Subdivision Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution allowed by subsection VI.D.3 (or upon the effectiveness of an amendment to any State-Subdivision Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution allowed by subsection VI.D.3) that addresses allocation from the Subdivision Fund, or upon any, whether before or after the Initial Participation Date, Exhibit G will automatically be amended to reflect the allocation from the Subdivision Fund pursuant to the State-Subdivision Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution allowed by Section V.D.3. The Subdivision Allocation Percentages contained in Exhibit G may not change once notice is distributed pursuant to subsection VII.A, except upon the effectiveness of any State-

Subdivision Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution allowed by subsection VI.D.3 (or upon the effectiveness of an amendment to any State-Subdivision Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution allowed by subsection VI.D.3) that addresses allocation from the Subdivision Fund. For the avoidance of doubt, no Subdivision not listed on Exhibit G shall receive an allocation from the Subdivision Fund and no provision of this Agreement shall be interpreted to create such an entitlement.

78. “*Subdivision Fund*” means a component of the Settlement Fund described in subsection VI.C.
79. “*Subdivision Settlement Participation Form*” means the form attached as Exhibit K that Participating Subdivisions must execute and return to the Settlement Fund Administrator, and which shall (1) make such Participating Subdivisions signatories to this Agreement, (2) include a full and complete release of any and of such Subdivision’s claims, and (3) require the prompt dismissal with prejudice of any Released Claims that have been filed by any such Participating Subdivision.
80. “*Threshold Motion*” means a motion to dismiss or equivalent dispositive motion made at the outset of litigation under applicable procedure. A Threshold Motion must include as potential grounds for dismissal, any applicable Bar or the relevant release by a Settling State or Participating Subdivision provided under this Agreement and, where appropriate under applicable law, any applicable limitations defense.
81. “*Trigger Date*” means, in the case of a Primary Subdivision, the Reference Date, or, in the case of all other Subdivisions, the Preliminary Agreement Date.

II. Participation by States and Condition to Preliminary Agreement

- A. *Notice to States.* On July 22, 2021 this Agreement shall be distributed to all States. The States’ Attorneys General shall then have a period of thirty (30) days to decide whether to become Settling States. States that determine to become Settling States shall so notify the National Association of Attorneys General and Janssen and shall further commit to obtaining any necessary additional State releases prior to the Reference Date. This notice period may be extended by written agreement of Janssen and the Enforcement Committee.
- B. *Condition to Preliminary Agreement.* Following the notice period set forth in subsection II.A above, Janssen shall determine on or before the Preliminary Agreement Date whether, in its sole discretion, enough States have agreed to become Settling States to proceed with notice to Subdivisions as set forth in Section VII below. If Janssen determines that this condition has been satisfied, and that notice to the Litigating Subdivisions should proceed, it will so notify the Settling States by providing notice to the Enforcement Committee and Settlement Fund Administrator on the Preliminary Agreement Date. If Janssen determines that this condition has not been satisfied, it will so

notify the Settling States by providing notice to the Enforcement Committee and Settlement Fund Administrator, and this Agreement will have no further effect and all releases and other commitments or obligations contained herein will be void.

- C. *Later Joinder by States.* After the Preliminary Agreement Date, a State may only become a Settling State with the consent of Janssen, in its sole discretion. If a State becomes a Settling State more than sixty (60) days after the Preliminary Agreement Date, but on or before January 1, 2022, the Subdivisions and Special Districts in that State that become Participating Subdivisions and Participating Special Districts within ninety (90) days of the State becoming a Settling State shall be considered Initial Participating Subdivisions or Initial Participating Special Districts. A State may not become a Settling State after January 1, 2022.

III. Injunctive Relief

- A. *Entry of Injunctive Relief.* As part of the Consent Judgment, the Parties agree to the injunctive relief terms attached as Exhibit P.

IV. Release

- A. *Scope.* As of the Effective Date, the Released Entities will be released and forever discharged from all of the Releasers' Released Claims. Each Settling State (for itself and its Releasers) and Participating Subdivision (for itself and its Releasers) will, on or before the Effective Date, absolutely, unconditionally, and irrevocably covenant 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 Agreement 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 each Settling State and its Attorney General to release claims. The Release shall be a complete bar to any Released Claim.
- B. *Claim Over and Non-Party Settlement.*
1. *Statement of Intent.* It is the intent of the Parties that:
 - a. Released Entities should not seek contribution or indemnification (other than pursuant to an insurance contract) from other parties for their payment obligations under this Settlement Agreement;
 - b. the payments made under this Settlement Agreement shall be the sole payments made by the Released Entities to the Releasers involving, arising out of, or related to Covered Conduct (or conduct that would be Covered Conduct if engaged in by a Released Entity);
 - c. Claims by Releasers against non-Parties should not result in additional payments by Released Entities, whether through contribution, indemnification or any other means; and

- d. the Settlement meets the requirements of the Uniform Contribution Among Joint Tortfeasors Act and any similar state law or doctrine that reduces or discharges a released party's liability to any other parties.
 - e. The provisions of this subsection IV.B are intended to be implemented consistent with these principles. This Agreement and the releases and dismissals provided for herein are made in good faith.
- 2. *Contribution/Indemnity Prohibited.* No Released Entity shall seek to recover for amounts paid under this Agreement based on indemnification, contribution, or any other theory from a manufacturer, pharmacy, hospital, pharmacy benefit manager, health insurer, third-party vendor, trade association, distributor, or health care practitioner, provided that a Released Entity shall be relieved of this prohibition with respect to any entity that asserts a Claim-Over against it. For the avoidance of doubt, nothing herein shall prohibit a Released Entity from recovering amounts owed pursuant to insurance contracts.
- 3. *Non-Party Settlement.* To the extent that, on or after the Reference Date, any Releasor enters into a Non-Party Settlement, including in any bankruptcy case or through any plan of reorganization (whether individually or as a class of creditors), the Releasor will include (or in the case of a Non-Party Settlement made in connection with a bankruptcy case, will cause the debtor to include), unless prohibited from doing so under applicable law, in the Non-Party Settlement a prohibition on contribution or indemnity of any kind substantially equivalent to that required from Janssen in subsection IV.B.2, or a release from such Non-Released Entity in favor of the Released Entities (in a form equivalent to the releases contained in this Agreement) of any Claim-Over. The obligation to obtain the prohibition and/or release required by this subsection is a material term of this Agreement.
- 4. *Claim-Over.* In the event that any Releasor obtains a judgment with respect to Non-Party Covered Conduct against a Non-Released Entity that does not contain a prohibition like that in subsection IV.B.3, or any Releasor files a Non-Party Covered Conduct Claim against a non-Released Entity in bankruptcy or a Releasor is prevented for any reason from obtaining a prohibition/release in a Non-Party Settlement as provided in subsection IV.B.3, and such Non-Released Entity asserts a Claim-Over against a Released Entity, that Releasor and Janssen shall take the following actions to ensure that the Released Entities do not pay more with respect to Covered Conduct to Releasors or to Non-Released Entities than the amounts owed under this Settlement Agreement by Janssen:
 - a. Janssen shall notify that Releasor of the Claim-Over within sixty (60) days of the assertion of the Claim-Over or sixty (60) days of the Effective Date of this Settlement Agreement, whichever is later;
 - b. Janssen and that Releasor shall meet and confer concerning the means to hold Released Entities harmless and ensure that it is not required to pay

more with respect to Covered Conduct than the amounts owed by Janssen under this Settlement Agreement;

- c. That Releasor and Janssen shall take steps sufficient and permissible under the law of the State of the Releasor to hold Released Entities harmless from the Claim-Over and ensure Released Entities are not required to pay more with respect to Covered Conduct than the amounts owed by Janssen under this Settlement Agreement. Such steps may include, where permissible:
 - (1) Filing of motions to dismiss or such other appropriate motion by Janssen or Released Entities, and supported by Releasors, in response to any claim filed in litigation or arbitration;
 - (2) Reduction of that Releasor's Claim and any judgment it has obtained or may obtain against such Non-Released Entity by whatever amount or percentage is necessary to extinguish such Claim-Over under applicable law, up to the amount that Releasor has obtained, may obtain, or has authority to control from such Non-Released Entity;
 - (3) Placement into escrow of funds paid by the Non-Released Entities such that those funds are available to satisfy the Claim-Over;
 - (4) Return of monies paid by Janssen to that Releasor under this Settlement Agreement to permit satisfaction of a judgment against or settlement with the Non-Released Entity to satisfy the Claim-Over;
 - (5) Payment of monies to Janssen by that Releasor to ensure it is held harmless from such Claim-Over, up to the amount that Releasor has obtained, may obtain, or has authority to control from such Non-Released Entity;
 - (6) Credit to Janssen under this Settlement Agreement to reduce the overall amounts to be paid under the Settlement Agreement such that it is held harmless from the Claim-Over; and
 - (7) Such other actions as that Releasor and Janssen may devise to hold Janssen harmless from the Claim Over.
- d. The actions of that Releasor and Janssen taken pursuant to paragraph (c) must, in combination, ensure Janssen is not required to pay more with respect to Covered Conduct than the amounts owed by Janssen under this Settlement Agreement.
- e. In the event of any dispute over the sufficiency of the actions taken pursuant to paragraph (c), that Releasor and Janssen may seek review by

the National Arbitration Panel, provided that, if the parties agree, such dispute may be heard by the state court where the relevant Consent Judgment was filed. The National Arbitration Panel shall have authority to require Releasors to implement a remedy that includes one or more of the actions specified in paragraph (c) sufficient to hold Released Entities fully harmless. In the event that the panel's actions do not result in Released Entities being held fully harmless, Janssen shall have a claim for breach of this Settlement Agreement by Releasors, with the remedy being payment of sufficient funds to hold Janssen harmless from the Claim-Over. For the avoidance of doubt, the prior sentence does not limit or eliminate any other remedy that Janssen may have.

5. To the extent that the Claim-Over is based on a contractual indemnity, the obligations under subsection IV.B.4 shall extend solely to a Non-Party Covered Conduct Claim against a pharmacy, clinic, hospital or other purchaser or dispenser of Products, a manufacturer that sold Products, a consultant, and/or a pharmacy benefit manager or other third-party payor. Janssen shall notify the Settling States, to the extent permitted by applicable law, in the event that any of these types of Non-Released Entities asserts a Claim-Over arising out of contractual indemnity against it.

- C. *General Release.* In connection with the releases provided for in the Agreement, each Settling State (for itself and its Releasors) and Participating Subdivision 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 thereafter 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 Settling State (for itself and its Releasors) and Participating Subdivision 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 Settling States' decision to enter into the Agreement or the Participating Subdivisions' decision to participate in the Agreement.

- D. *Res Judicata.* Nothing in the Agreement shall be deemed to reduce the scope of the res judicata or claim preclusive effect that the settlement memorialized in the Agreement,

and/or any Consent Judgment or other judgment entered on the Agreement, gives rise to under applicable law.

- E. *Representation and Warranty.* The signatories hereto on behalf of their respective Settling States and its Participating Subdivisions expressly represent and warrant that they will obtain on or before the Effective Date (or have obtained) the authority to settle and release, to the maximum extent of the State's power, all Released Claims of (1) their respective Settling States; (2) all past and present executive departments, state agencies, divisions, boards, commissions and instrumentalities with the regulatory authority to enforce state and federal controlled substances acts; (3) any of their respective Settling State's past and present executive departments, agencies, divisions, boards, commissions and instrumentalities that have the authority to bring Claims related to Covered Conduct seeking money (including abatement and/or remediation) or revocation of a pharmaceutical distribution license; and (4) any Participating Subdivisions. For the purposes of clause (3) above, executive departments, agencies, divisions, boards, commissions, and instrumentalities are those that are under the executive authority or direct control of the State's Governor. Also, for the purposes of clause (3), a release from a State's Governor is sufficient to demonstrate that the appropriate releases have been obtained.
- F. *Effectiveness.* The releases set forth in the Agreement shall not be impacted in any way by any dispute that exists, has existed, or may later exist between or among the Releasors. Nor shall such releases be impacted in any way by any current or future law, regulation, ordinance, or court or agency order limiting, seizing, or controlling the distribution or use of the Settlement Fund or any portion thereof, or by the enactment of future laws, or by any seizure of the Settlement Fund or any portion thereof.
- G. *Cooperation.* Releasors (i) will not encourage any person or entity to bring or maintain any Released Claim against any Released Entity and (ii) will reasonably cooperate with and not oppose any effort by a Released Entity to secure the prompt dismissal of any and all Released Claims.
- H. *Non-Released Claims.* Notwithstanding the foregoing or anything in the definition of Released Claims, the Agreement does not waive, release or limit any criminal liability, Claims for any outstanding liability under any tax or securities law, Claims against parties who are not Released Entities, Claims by private individuals and any claims arising under the Agreement for enforcement of the Agreement.

V. Monetary Relief and Payments

A. Structure of Payments

- 1. All payments under this Section V shall be made into the Settlement Fund, except that where specified, they shall be made into the Settlement Fund Escrow. The Settlement Fund shall be allocated and used only as specified in Section VI.
- 2. Janssen shall pay into the Settlement Fund the sum of Four Billion, Five Hundred Thirty-Four Million, Six Hundred Fifteen Thousand, Three Hundred Eighty-Five

Dollars (\$4,534,615,385) minus (1) the offsets and credits specified in subsection V.C below, (2) any unearned incentive payments under subsection V.E below, and (3) any adjustments under Section IX below.

3. The payments to the Settlement Fund shall be divided into base and incentive payments as provided in subsections V.D and V.E below.

B. Payment Process

1. Except as otherwise provided in this Agreement, Janssen shall make two Initial Year Payments and nine (9) Annual Payments. The Initial Year Payments will consist of base payments. The first Annual Payment shall consist of incentive payments and subsequent Annual Payments shall each consist of base and incentive payments. The amount of all Initial Year Payments and Annual Payments shall be determined by the Settlement Fund Administrator applying Section V and Exhibit M. The Payment Date for the first Initial Year Payment shall be no later than ninety (90) days after the Effective Date. The Payment Date for the second Initial Year Payment shall be no later than July 15, 2022. The Payment Date for the first Annual Payment shall be no later than one year and sixty days following the Effective Date; the Payment Date for the second Annual Payment shall be no later than two years and sixty days following the Effective Date, and so forth, until all Annual Payments are made.
2. All data relevant to the determination of each such payment shall be submitted to the Settlement Fund Administrator sixty (60) days prior to the Payment Date for each payment. Prior to the Initial Participation Date, the Parties will include an exhibit to the Agreement setting forth in detail the process for submitting such data to the Settlement Fund Administrator prior to each Payment Date. The Settlement Fund Administrator shall then determine the Initial Year Payment or Annual Payment and the amount to be paid to each Settling State and its Participating Subdivisions, consistent with the provisions in Exhibit L, by:
 - a. determining, for each Settling State, the amount of base and incentive payments to which the State is entitled by applying the criteria in this Section;
 - b. applying any reductions, suspensions, or offsets required by Sections V and IX; and
 - c. determining the total amount owed by Janssen to all Settling States and Participating Subdivisions.
3. The Settlement Fund Administrator shall then allocate the Initial Year Payment or Annual Payment pursuant to Section VI among the Settling States, among the separate types of funds for each Settling State (if applicable), and among the Participating Subdivisions.

4. As soon as possible, but no later than fifty (50) days prior to the Payment Date for each payment and following the determination described in subsection V.B.2, the Settlement Fund Administrator shall give notice to Janssen, the Settling States, and the Enforcement Committee of the amount of the Initial Year Payment or Annual Payment, the amount to be received by each Settling State, the amount to be received by the separate types of funds for each Settling State (if applicable), and the amount to be received by each Settling State's Participating Subdivisions.
5. Within twenty-one (21) days of the notice provided by the Settlement Fund Administrator, any party may dispute, in writing, the calculation of the Initial Year Payment or Annual Payment, or the amount to be received by a Settling State and/or its Participating Subdivisions. Such disputing party must provide a written notice of dispute to the Settlement Fund Administrator, the Enforcement Committee, any affected Settling State, and Janssen identifying the nature of the dispute, the amount of money that is disputed, and the Settling State(s) affected.
6. Within twenty-one (21) days of the sending of a written notice of dispute, any affected party may submit a response, in writing, to the Settlement Fund Administrator, the Enforcement Committee, any affected Settling State, and Janssen identifying the basis for disagreement with the notice of dispute.
7. If no response is filed, the Settlement Fund Administrator shall adjust the amount calculated consistent with the written notice of dispute, and Janssen shall pay the adjusted amount as the Initial Year Payment or Annual Payment on the Payment Date. If a written response to the written notice of dispute is timely sent to the Settlement Fund Administrator, the Settlement Fund Administrator shall notify Janssen of the preliminary amount to be paid, which shall be the greater of the amount originally calculated by the Settlement Fund Administrator or the amount that would be consistent with the notice of dispute, *provided, however* that in no circumstances shall the preliminary amount to be paid be higher than the maximum amount of base and incentive payments for that payment as set forth in Exhibit M. For the avoidance of doubt, a transfer of suspended payments from the Settlement Fund Escrow does not count toward determining whether the amount to be paid is higher than the maximum amount of base and incentive payments for that payment as set forth in Exhibit M.
8. The Settlement Fund Administrator shall place any disputed amount of the preliminary amount paid by Janssen into the Settlement Fund Escrow and shall disburse any undisputed amount to each Settling State and its Participating Subdivisions receiving direct allocations within fifteen (15) days of the Payment Date or at such later time as directed by each Settling State.
9. Disputes described in this subsection (other than those for which no response is filed under subsection V.B.6) shall be resolved in accordance with the terms of Section XII.

10. The process described in this subsection V.B shall also apply to accelerated payments made pursuant to Incentive A under subsection V.E.4.
11. For the avoidance of doubt, Subdivisions not listed on Exhibit G shall not receive an allocation from the Subdivision Fund.

C. Offsets for Non-Settling States and Credits

1. An offset equal to Four Billion, Five Hundred Thirty-Four Million, Six Hundred Fifteen Thousand, Three Hundred Eighty-Five Dollars (\$4,534,615,385) times the percentage allocation assigned to each Non-Settling State in Exhibit F shall be deducted from the total amount to be paid by Janssen to the Settlement Fund under subsection V.A.2 above.
2. In addition to the offset, a credit of Two Hundred and Seventy Million Dollars (\$270,000,000) shall be deducted from the maximum Settlement Fund amount to be paid by Janssen under subsection V.A.2 above and applied to the payment amounts as specified by Exhibit M. For the avoidance of doubt, the base payments and maximum incentive payment amounts shown on Exhibit M already reflect the deduction of the offset.
3. Notwithstanding any other provision of this Agreement or any other agreement, in the event that: (1) Janssen enters into an agreement with any Settling State that resolves with finality such Settling State's Claims consistent with Section IV of this Agreement and such agreement has an effective date prior to the Effective Date of this Agreement (such agreement, a "State-Specific Agreement") and (2) pursuant to the terms of the State-Specific Agreement, any payments, or any portion thereof, made by Janssen thereunder are made in lieu of any payments (for the avoidance of doubt, including the Additional Restitution Amount), or any portion thereof, to be made under this Agreement and Janssen makes such a payment pursuant to the State-Specific Agreement, then Janssen will reduce any payments allocable to such Settling State (whether made to the Settlement Fund Escrow or the Settlement Fund) made pursuant to this Agreement to the extent such amount was already paid pursuant to the terms of the State-Specific Agreement. This provision includes but is not limited to any corresponding amounts already paid to the Qualified Settlement Fund established under the Agreement between Janssen and the State of New York dated June 25, 2021.
4. Non-Settling States shall not be eligible for any payments or have any rights in connection with this Agreement. Accordingly, the stated maximum dollar amounts of the payments specified in Exhibit M are reduced by the aggregate Overall Allocation Percentage of Non-Settling States as set forth in Exhibit F.

D. Base Payments

1. Janssen shall make base payments into the Settlement Fund totaling One Billion, Nine Hundred Forty-Two Million, Three Hundred Forty-Six Thousand, One Hundred Fifty-Five Dollars (\$1,942,346,155) minus the offsets and credits

specified in subsection V.C above. The base payments will be paid in accordance with the payment schedule specified by Exhibit M, subject to potential acceleration and potential deductions as provided herein.

2. The base payments will be allocated by Settling State proportionate to each Settling State's assigned percentages in Exhibit F, adjusted for any Non-Settling States.
3. If a State qualifies for Incentive A (described below), Janssen will accelerate the base payment schedule so that the State receives its Payment Year 1-4 base payment allocations and full Payment Year 1-4 Incentive A payment amounts within ninety (90) days of notice, on or after the Effective Date, of the Bar's implementation. Payment Year 5-10 payments are made annually and cannot be accelerated.
4. The exemplar payment schedule in Exhibit M does not account for deductions for offsets or unearned incentives, which will be separately calculated for each payment.

E. Incentive Payments

1. Janssen shall make incentive payments into the Settlement Fund potentially totaling up to Two Billion, Three Hundred Twenty-Two Million, Two Hundred Sixty-Nine Thousand, Two Hundred Thirty Dollars (\$2,322,269,230), consisting of \$2,109,038,461 for Incentive A (or, alternatively up to \$2,109,038,461 for combined Incentives B and C if Incentive A is not achieved) and \$213,230,769 for Incentive D, prior to being adjusted for credits if every State is a Settling State and were to satisfy the requirements specified below to earn its maximum incentive amount. The incentive payments will be paid in accordance with the payment schedule in Exhibit M, subject to potential acceleration and potential deductions as provided herein.
2. The maximum incentive amount for any Settling State shall be \$2,322,269,230 times the percentage allocation assigned that Settling State in Exhibit F.
3. A Settling State may qualify to receive incentive payments in addition to base payments if, as of the Incentive Payment Final Eligibility Date, it meets the incentive eligibility requirements specified below. Settling States may qualify for incentive payments in four ways. If a Settling State qualifies for "Incentive A," it will become entitled to receive the maximum Incentive A payment allocable to the State as stated in subsection V.E.1. If a Settling State does not qualify for Incentive A, it can alternatively qualify for "Incentive B" and/or "Incentive C." A Settling State can qualify for "Incentive D" regardless of whether it qualifies for another incentive payment. The Incentive Payment Final Eligibility Date is not relevant to Incentive D.

4. *Incentive A: Accelerated Incentive Payment for Full Participation.*
- a. A Settling State shall receive an accelerated Incentive A payment allocable to the State for full participation as described in subsection V.E.4.b.
 - b. A State qualifies for Incentive A by: (1) complete participation in the form of releases consistent with Section IV above from all Litigating Subdivisions and Litigating Special Districts, Non-Litigating Subdivisions with population over 10,000, and Non-Litigating Covered Special Districts (as defined in subsection V.E.7.e); (2) a Bar; or (3) a combination of approaches in clauses (1)-(2) that achieves the same level of resolution of Subdivision and Special District claims (e.g., a law barring future litigation combined with full joinder by Litigating Subdivisions and Litigating Special Districts). For purposes of Incentive A, a Subdivision or Special District is considered a “Litigating Subdivision” or “Litigating Special District” if it has brought Released Claims against Released Entities on or before the Reference Date; all other Subdivisions and Special Districts are considered “Non-Litigating.” For purposes of Incentive A, Non-Litigating Special Districts shall not include a Special District with any of the following words or phrases in its name: mosquito, pest, insect, spray, vector, animal, air quality, air pollution, clean air, coastal water, tuberculosis, and sanitary.
 - c. Qualification for Incentive A entitles the qualifying Settling State to expedited payment of base payments and incentive payments for Payment Years 1-4, which Janssen shall pay into the Settlement Fund within ninety (90) days after receiving notice from the Settlement Fund Administrator that a State has qualified for Incentive A, but in no event less than ninety (90) days from the Effective Date. Base and incentive payments for Payment Years 5-10 will not be expedited.
 - d. If a Settling State qualifies for Incentive A after receiving an incentive payment under Incentives B or C, described below, the Settling State’s payments under Incentive A will equal the remainder of its total Incentive A payments less any payments previously received under Incentives B or C. A Settling State that receives all of its maximum incentive allocation under Incentive A shall not receive additional incentive payments under Incentives B or C.
 - e. A Settling State that is not eligible for Incentive A as of the Incentive Payment Final Eligibility Date shall not be eligible for Incentive A for that Payment Year or any subsequent Payment Years.

5. *Incentive B: Early Participation or Released Claims by Litigating Subdivisions and Litigating Special Districts.*
- a. If a Settling State does not qualify for Incentive A, it may still qualify to receive up to 60% of its total potential Incentive A payment allocation under Incentive B.
 - b. A Settling State can qualify for an Incentive B payment if Litigating Subdivisions and Litigating Special Districts collectively representing at least 75% of the Settling State's litigating population are either Participating Subdivisions or have their claims resolved through Case-Specific Resolutions.
 - (1) A Settling State's litigating population is the sum of the population of all Litigating Subdivisions and Litigating Special Districts. A Settling State's litigating population shall include all Litigating Subdivisions and Litigating Special Districts whose populations overlap in whole or in part with other Litigating Subdivisions and Litigating Special Districts, for instance in the case of a Litigating Special District, city, or township contained within a county.
 - (2) For example, if a Litigating Special District and a city that is a Litigating Subdivision are located within a county that is a Litigating Subdivision, then each of their individual populations would be added together to determine the total litigating population. Special District populations shall be counted in the manner set forth in subsection XIII.B. If each qualifies as a Litigating Subdivision or Litigating Special District and the county has a population of 10, the City has a population of 8, and the Special District has a population of 1, the total litigating population would be 19.
 - c. The following time periods apply to Incentive B payments:
 - (1) Period 1: Zero to two hundred ten (210) days after the Effective Date.
 - (2) Period 2: Two hundred eleven (211) days to one year after the Effective Date.
 - (3) Period 3: One year and one day to two years after the Effective Date.
 - d. Within Period 1: If Litigating Subdivisions and Litigating Special Districts collectively representing at least 75% of a Settling State's litigating population are Participating Subdivisions or have their claims resolved through Case-Specific Resolutions during Period 1, a sliding scale will determine the share of the funds available under Incentive B, with a

maximum of 60% of the Settling State’s total potential incentive payment allocation available. Under that sliding scale, if Litigating Subdivisions and Litigating Special Districts collectively representing 75% of a Settling State’s litigating population become Participating Subdivisions or achieve Case-Specific Resolution status by the end of Period 1, a Settling State will receive 50% of the total amount available to it under Incentive B. If more Litigating Subdivisions and Litigating Special Districts become Participating Subdivisions or achieve Case-Specific Resolution status, the Settling State shall receive an increased percentage of the total amount available to it under Incentive B as shown in the table below.

| Participation or Case-Specific Resolution Levels (As percentage of litigating population) | Incentive B Award (As percentage of total amount available to State under Incentive B) |
|---|--|
| 75% | 50% |
| 76% | 52% |
| 77% | 54% |
| 78% | 56% |
| 79% | 58% |
| 80% | 60% |
| 85% | 70% |
| 90% | 80% |
| 95% | 90% |
| 100% | 100% |

- e. Within Period 2: If a Settling State did not qualify for an Incentive B payment in Period 1, but Litigating Subdivisions and Litigating Special Districts collectively representing at least 75% of the Settling State’s litigating population become Participating Subdivisions or achieve Case-Specific Resolution status by the end of Period 2, then the Settling State qualifies for 75% of the Incentive B payment it would have qualified for in Period 1.
- f. Within Period 3: If a Settling State did not qualify for an Incentive B payment in Periods 1 or 2, but Litigating Subdivisions and Litigating Special Districts collectively representing at least 75% of the Settling State’s litigating population become Participating Subdivisions or achieve Case-Specific Resolution status by the end of Period 3, then the Settling State qualifies for 50% of the Incentive B payment it would have qualified for in Period 1.
- g. A Settling State that receives the Incentive B payment for Periods 1 and/or 2 can receive additional payments if it secures participation from additional Litigating Subdivisions and Litigating Special Districts (or Case-Specific Resolutions of their claims) during Periods 2 and/or 3.

Those additional payments would equal 75% (for additional participation or Case-Specific Resolutions during Period 2) and 50% (for additional participation or Case-Specific Resolutions during Period 3) of the amount by which the increased litigating population levels would have increased the Settling State's Incentive B payment if they had been achieved in Period 1.

- h. If Litigating Subdivisions and Litigating Special Districts that have become Participating Subdivisions or achieved Case-Specific Resolution status collectively represent less than 75% of a Settling State's litigating population by the end of Period 3, the Settling State shall not receive any Incentive B payment.
- i. If there are no Litigating Subdivisions or Litigating Special Districts in a Settling State, and that Settling State is otherwise eligible for Incentive B, that Settling State will receive its full allocable share of Incentive B.
- j. Incentives earned under Incentive B shall accrue after each of Periods 1, 2, and 3. After each period, the Settlement Fund Administrator shall conduct a look-back to assess which Settling States vested an Incentive B payment in the preceding period. Based on the look-back, the Settlement Fund Administrator will calculate the incentives accrued under Incentive B for the period; *provided* that the percentage of Incentive B for which a Settling State is eligible as of the Incentive Payment Final Eligibility Date shall cap its eligibility for that Payment Year and all subsequent Payment Years.

6. *Incentive C: Early Participation of Subdivisions*

- a. If a Settling State does not qualify for Incentive A, it may still qualify to receive up to 40% of its total potential Incentive A payment allocation under Incentive C, which has two parts.
 - (1) Part 1: Under Incentive C, Part 1, a Settling State can receive up to 75% of its Incentive C allocation. A Settling State can qualify for a payment under Incentive C, Part 1 only if Primary Subdivisions (whether Litigating Primary Subdivisions or Non-Litigating Primary Subdivisions as of the Reference Date) representing at least 60% of the Settling State's Primary Subdivision population become Participating Subdivisions or achieve Case-Specific Resolution status.
 - (2) A Settling State's Primary Subdivision population is the sum of the population of all Primary Subdivisions (whether Litigating Primary Subdivisions or Non-Litigating Primary Subdivisions as of the Reference Date). Because Subdivisions include Subdivisions whose populations overlap in whole or in part with other

Subdivisions, for instance in the case of a city or township contained within a county, the Settling State's Primary Subdivision population is greater than Settling State's total population. (Special Districts are not relevant for purposes of Incentive C calculations.)

- (3) A sliding scale will determine the share of the funds available under Incentive C, Part 1 to Settling States meeting the minimum 60% threshold. Under that sliding scale, if a Settling State secures participation or Case-Specific Resolutions from Primary Subdivisions representing 60% of its total Primary Subdivision population, it will receive 40% of the total amount potentially available to it under Incentive C, Part 1. If a Settling State secures participation or Case-Specific Resolutions from Primary Subdivisions representing more than 60% of its Primary Subdivision population, the Settling State shall be entitled to receive a higher percentage of the total amount potentially available to it under Incentive C, Part 1, on the scale shown in the table below. If there are no Primary Subdivisions, and that Settling State is otherwise eligible for Incentive C, that Settling State will receive its full allocable share of Incentive C, Part 1.

| Participation or Case-Specific Resolution Levels (As percentage of total Primary Subdivision population) | Incentive C Award (As percentage of total amount available to State under Incentive C, Part 1) |
|--|--|
| 60% | 40% |
| 70% | 45% |
| 80% | 50% |
| 85% | 55% |
| 90% | 60% |
| 91% | 65% |
| 92% | 70% |
| 93% | 80% |
| 94% | 90% |
| 95% | 100% |

- b. Part 2: If a Settling State qualifies to receive an incentive under Incentive C, Part 1, the State can also qualify to receive an additional incentive amount equal to 25% of its total potential Incentive C allocation by securing 100% participation of the ten (10) largest Subdivisions by population in the Settling State. (Special Districts are not relevant for purposes of this calculation.) If a Settling State does not qualify for any amount under Incentive C, Part 1, it cannot qualify for Incentive C, Part 2.
- c. Incentives earned under Incentive C shall accrue on an annual basis up to three years after the Effective Date. At one, two, and three years after the

Effective Date, the Settlement Fund Administrator will conduct a look-back to assess which Subdivisions had agreed to participate or had their claim resolved through a Case-Specific Resolution that year. Based on the look-back, the Settlement Fund Administrator will calculate the incentives accrued under Incentive C for the year; *provided* that the percentage of Incentive C for which a Settling State is eligible as of the Incentive Payment Final Eligibility Date shall cap its eligibility for that Payment Year and all subsequent Payment Years.

7. *Incentive D: Release of Payments if No Qualifying Special District Litigation.*

- a. \$213,230,769 shall be available for potential Incentive D payments according to the terms specified in this subsection V.E.7.
- b. If, within five years of the Reference Date, a Covered Special District files litigation against any Released Entity, Janssen shall, within thirty (30) days of Janssen being served, provide notice of the litigation to the Settling State in which the Covered Special District sits, which shall file a motion to intervene in the litigation and use its best efforts to obtain either dismissal of the litigation in cooperation with Janssen, or a release consistent with Section IV of the Special District's Claims.
- c. A Settling State shall receive its allocation of the Incentive D payment if, within five years after the Effective Date (the "look-back date"), no Covered Special District within the Settling State has filed litigation which has survived a Threshold Motion and remains pending as of the look-back date, unless the dismissal after the litigation survived the Threshold Motion is conditioned or predicated upon payment by a Released Entity (apart from payments by Janssen incurred under the Agreement or injunctive relief obligations incurred by it).
- d. Prior to the look-back date, a Released Entity shall not enter into a settlement with a Covered Special District unless the State in which the Covered Special District sits consents to such a settlement or unreasonably withholds consent of such a settlement.
- e. "Covered Special Districts" are school districts, healthcare/hospital districts, and fire districts, subject to the following population thresholds:
 - (1) For school districts, the K-12 student enrollment must be 25,000 or 0.12% of a State's population, whichever is greater;
 - (2) For fire districts, the district must cover a population of 25,000, or 0.20% of a State's population if a State's population is greater than 18 million. If not easily calculable from state data sources and agreed to between the State and Janssen, a fire district's population is calculated by dividing the population of the county or counties a

fire district serves by the number of fire districts in the county or counties.

- (3) For healthcare/hospital districts, the district must have at least 125 hospital beds in one or more hospitals rendering services in that district.

VI. Allocation and Use of Settlement Funds

- A. *Components of Settlement Fund.* The Settlement Fund shall be comprised of an Abatement Accounts Fund, a State Fund, and a Subdivision Fund for each Settling State. The payments under Section V into the Settlement Fund shall be initially allocated among those three (3) sub-funds and distributed and used as provided below or as provided for by a State-Subdivision Agreement (or other State-specific allocation of funds). Unless otherwise specified herein, payments placed into the Settlement Fund do not revert back to Janssen.
- B. *Use of Settlement Payments.*
 1. It is the intent of the Parties that the payments disbursed from the Settlement Fund to Settling States and Participating Subdivisions listed in Exhibit G be for Opioid Remediation, subject to limited exceptions that must be documented in accordance with subsection VI.B.2. In no event may less than 86.5% of Janssen's maximum amount of payments pursuant to Sections V, X, and XI over the entirety of all Payment Years (but not any single Payment Year) be spent on Opioid Remediation.
 2. While disfavored by the Parties, a Settling State or Participating Subdivision listed on Exhibit G may use monies from the Settlement Fund (that have not been restricted by this Agreement solely to future Opioid Remediation) for purposes that do not qualify as Opioid Remediation. If, at any time, a Settling State or a Participating Subdivision listed on Exhibit G uses any monies from the Settlement Fund for a purpose that does not qualify as Opioid Remediation, such Settling State or Participating Subdivision shall identify such amounts and report to the Settlement Fund Administrator and Janssen how such funds were used, including if used to pay attorneys' fees, investigation costs, litigation costs, or costs related to the operation and enforcement of this Agreement, respectively. It is the intent of the Parties that the reporting under this subsection VI.B.2 shall be available to the public. For the avoidance of doubt, (a) any amounts not identified under this subsection VI.B.2 as used to pay attorneys' fees, investigation costs, or litigation costs shall be included in the "Compensatory Restitution Amount" for purposes of subsection VI.F and (b) Participating Subdivisions not listed on Exhibit G or Participating Special Districts that receive monies from the Settlement Fund indirectly may only use such monies from the Settlement Fund for purposes that qualify as Opioid Remediation.

- C. *Allocation of Settlement Fund.* The allocation of the Settlement Fund allows for different approaches to be taken in different states, such as through a State-Subdivision Agreement. Given the uniqueness of States and their Subdivisions, Settling States and Participating Subdivisions are encouraged to enter into State-Subdivision Agreements in order to direct the allocation of their portion of the Settlement Fund. As set out below, the Settlement Fund Administrator will make an initial allocation to three (3) state-level sub-funds. The Settlement Fund Administrator will then, for each Settling State and its Participating Subdivisions listed on Exhibit G, apply the terms of this Agreement and any relevant State-Subdivision Agreement, Statutory Trust, Allocation Statute, or voluntary redistribution of funds as set out below before disbursing the funds.
1. Base Payments. The Settlement Fund Administrator will allocate base payments under subsection V.D among the Settling States in proportion to their respective Overall Allocation Percentages. Base payments for each Settling State will then be allocated 15% to its State Fund, 70% to its Abatement Accounts Fund, and 15% to its Subdivision Fund. Amounts may be reallocated and will be distributed as provided in subsection VI.D.
 2. Incentive Payments. The Settlement Fund Administrator will treat incentive payments under subsection V.E on a State-specific basis. Incentive payments for which a Settling State is eligible under subsection V.E will be allocated 15% to its State Fund, 70% to its Abatement Accounts Fund, and 15% to its Subdivision Fund. Amounts may be reallocated and will be distributed as provided in subsection VI.D.
 3. Application of Adjustments. If a reduction, offset, or suspension under Section IX applies with respect to a Settling State, the reduction, offset, or suspension shall be applied proportionally to all amounts that would otherwise be apportioned and distributed to the State Fund, the Abatement Accounts Fund, and the Subdivision Fund for that State.
 4. Settlement Fund Administrator. Prior to the Initial Participation Date, Janssen and the Enforcement Committee will agree to a detailed mechanism consistent with the foregoing for the Settlement Fund Administrator to follow in allocating, apportioning, and distributing payments, which shall be appended hereto as Exhibit L.
 5. Settlement Fund Administrator Costs. Any costs and fees associated with or arising out of the duties of the Settlement Fund Administrator as described in Exhibit L with regard to Janssen's payments to the Settlement Fund shall be paid out of interest accrued on the Settlement Fund and from the Settlement Fund should such interest prove insufficient.
- D. *Settlement Fund Reallocation and Distribution.* As set forth below, within a particular Settling State's account, amounts contained in the Settlement Fund sub-funds may be reallocated and distributed per a State-Subdivision Agreement or other means. If the

apportionment of amounts is not addressed and controlled under subsections VI.D.1-2, then the default provisions of subsection VI.D.4 apply. It is not necessary that a State-Subdivision Agreement or other means of allocating funds pursuant to subsections VI.D.1-2 address all of the Settlement Fund sub-funds. For example, a Statutory Trust might only address disbursements from a Settling State's Abatement Accounts Fund.

1. Distribution by State-Subdivision Agreement. If a Settling State has a State-Subdivision Agreement, amounts apportioned to that State's State Fund, Abatement Accounts Fund, and Subdivision Fund under subsection VI.C shall be reallocated and distributed as provided by that agreement. Any State-Subdivision Agreement entered into after the Preliminary Agreement Date shall be applied only if it requires: (1) that all amounts be used for Opioid Remediation, except as allowed by subsection VI.B.2, and (2) that at least 70% of amounts be used solely for future Opioid Remediation (references to "future Opioid Remediation" include amounts paid to satisfy any future demand by another governmental entity to make a required reimbursement in connection with the past care and treatment of a person related to the Alleged Harms). For a State-Subdivision Agreement to be applied to the relevant portion of an Initial Year Payment or an Annual Payment, notice must be provided to Janssen and the Settlement Fund Administrator at least sixty (60) days prior to the Payment Date.
2. Distribution by Allocation Statute. If a Settling State has an Allocation Statute and/or a Statutory Trust that addresses allocation or distribution of amounts apportioned to such State's State Fund, Abatement Accounts Fund, and/or Subdivision Fund and that, to the extent any or all such sub-funds are addressed, requires (1) all amounts to be used for Opioid Remediation, except as allowed by subsection VI.B.2, and (2) at least 70% of all amounts to be used solely for future Opioid Remediation, then, to the extent allocation or distribution is addressed, the amounts apportioned to that State's State Fund, Abatement Accounts Fund, and Subdivision Fund under subsection VI.C shall be allocated and distributed as addressed and provided by the applicable Allocation Statute or Statutory Trust. For the avoidance of doubt, an Allocation Statute or Statutory Trust need not address all three (3) sub-funds that comprise the Settlement Fund, and if the applicable Allocation Statute or Statutory Trust does not address distribution of all or some of these three (3) sub-funds, the applicable Allocation Statute or Statutory Trust does not replace the default provisions in subsection VI.D.4 of any such unaddressed fund. For example, if an Allocation Statute or Statutory Trust that meets the requirements of this subsection VI.D.2 only addresses funds restricted to abatement, then the default provisions in this Agreement concerning allocation among the three (3) sub-funds comprising the Settlement Fund and the distribution of the State Fund and Subdivision Fund for that State would still apply, while the distribution of the applicable State's Abatement Accounts Fund would be governed by the qualifying Allocation Statute or Statutory Trust.
3. Voluntary Redistribution. A Settling State may choose to reallocate all or a portion of its State Fund to its Abatement Accounts Fund. A Participating Subdivision listed on Exhibit G may choose to reallocate all or a portion of its

allocation from the Subdivision Fund to the State's Abatement Accounts Fund or to another Participating Subdivision or Participating Special District. For a voluntary redistribution to be applied to the relevant portion of an Initial Year Payment or an Annual Payment, notice must be provided to the Settling Distributors and the Settlement Fund Administrator at least sixty (60) days prior to the Payment Date.

4. Distribution in the Absence of a State-Subdivision Agreement, Allocation Statute, or Statutory Trust. If subsections VI.D.1-2 do not apply, amounts apportioned to that State's State Fund, Abatement Accounts Fund, and Subdivision Fund under subsection VI.C shall be distributed as follows:
 - a. Amounts apportioned to that State's State Fund shall be distributed to that State.
 - b. Amounts apportioned to that State's Abatement Accounts Fund shall be distributed consistent with subsection VI.E. Each Settling State shall submit to the Settlement Fund Administrator a designation of a lead state agency or other entity to serve as the single point of contact for that Settling State's funding requests from the Abatement Accounts Fund and other communications with the Settlement Fund Administrator. The designation of an individual entity is for administrative purposes only and such designation shall not limit funding to such entity or even require that such entity receive funds from this Agreement. The designated entity shall be the only entity authorized to request funds from the Settlement Fund Administrator to be disbursed from that Settling State's Abatement Accounts Fund. If a Settling State has established a Statutory Trust then that Settling State's single point of contact may direct the Settlement Fund Administrator to release the State's Abatement Accounts Fund to the Statutory Trust.
 - c. Amounts apportioned to that State's Subdivision Fund shall be distributed to Participating Subdivisions in that State listed on Exhibit G per the Subdivision Allocation Percentage listed in Exhibit G. Subsection VII.I shall govern amounts that would otherwise be distributed to Non-Participating Subdivisions listed in Exhibit G.
 - d. Special Districts shall not be allocated funds from the Subdivision Fund, except through a voluntary redistribution allowed by subsection VI.D.3. A Settling State may allocate funds from its State Fund or Abatement Accounts Fund for Special Districts.
5. Restrictions on Distribution. No amounts may be distributed from the Subdivision Fund contrary to Section VII, *i.e.*, no amounts may be distributed directly to Non-Participating Subdivisions or to Later Participating Subdivisions in excess of what is permissible under subsection VII.E. Amounts allocated to the Subdivision Fund that cannot be distributed by virtue of the preceding sentence shall be distributed

into the sub-account in the Abatement Accounts Fund for the Settling State in which the Subdivision is located, unless those payments are redirected elsewhere by a State-Subdivision Agreement described in subsection VI.D.1 or by an Allocation Statute or a Statutory Trust described in subsection VI.D.2.

E. *Provisions Regarding Abatement Accounts Fund.*

1. State-Subdivision Agreement, Allocation Statute, and Statutory Trust Fund Provisions. A State-Subdivision Agreement, Allocation Statute, or Statutory Trust may govern the operation and use of amounts in that State's Abatement Accounts Fund so long as it complies with the requirements of subsection VI.D.1 or VI.D.2 as applicable, and all direct payments to Subdivisions comply with subsections VII.E-H.
2. Absence of a State-Subdivision Agreement, Allocation Statute, or Statutory Trust. In the absence of a State-Subdivision Agreement, Allocation Statute, or Statutory Trust that addresses distribution, the Abatement Accounts Fund will be used solely for future Opioid Remediation and the following shall apply with respect to a Settling State:

a. *Regional Remediation.*

- (1) At least 50% of distributions for remediation from a State's Abatement Accounts Fund shall be annually allocated and tracked to the regional level. A Settling State may allow the Advisory Committee established pursuant to subsection VI.E.2.d to define its regions and assign regional allocations percentages. Otherwise, a Settling State shall (1) define its initial regions, which shall consist of one (1) or more Subdivisions and which shall be designated by the State agency with primary responsibility for substance abuse disorder services employing, to the maximum extent practical, existing regions established in that State for opioid abuse treatment or other public health purposes; and (2) assign initial regional allocation percentages to the regions based on the Subdivision Allocation Percentages in Exhibit G and an assumption that all Subdivisions listed on Exhibit G will become Participating Subdivisions.
- (2) This minimum regional expenditure percentage is calculated on the Settling State's initial Abatement Accounts Fund allocation and does not include any additional amounts a Settling State has directed to its Abatement Accounts Fund from its State Fund, or any other amounts directed to the fund. A Settling State may dedicate more than 50% of its Abatement Accounts Fund to the regional expenditure and may annually adjust the percentage of its Abatement Accounts Fund dedicated to regional expenditures as long as the percentage remains above the minimum amount.

- (3) The Settling State (1) has the authority to adjust the definition of the regions, and (2) may annually revise the percentages allocated to each region to reflect the number of Subdivisions in each region that are Non-Participating Subdivisions.
- b. *Subdivision Block Grants.* Certain Subdivisions listed on Exhibit G shall be eligible to receive regional allocation funds in the form of a block grant for future Opioid Remediation. A Participating Subdivision listed on Exhibit G eligible for block grants is a county or parish (or in the case of States that do not have counties or parishes that function as political subdivisions, a city) that (1) does not contain a Litigating Subdivision or a Later Litigating Subdivision for which it has the authority to end the litigation through a release, bar, or other action; (2) either (i) has a population of 400,000 or more or (ii) in the case of California has a population of 750,000 or more; and (3) has funded or otherwise managed an established health care or treatment infrastructure (e.g., health department or similar agency). Each Subdivision listed on Exhibit G eligible to receive block grants shall be assigned its own region.
- c. *Small States.* Notwithstanding the provisions of subsection VI.E.2.a, Settling States with populations under four (4) million that do not have existing regions described in subsection VI.E.2.a shall not be required to establish regions. However, such a Settling State that contains one (1) or more Subdivisions listed on Exhibit G eligible for block grants under subsection VI.E.2.b shall be divided regionally so that each block-grant eligible Subdivision listed on Exhibit G is a region and the remainder of the state is a region.
- d. *Advisory Committee.* The Settling State shall designate an Opioid Settlement Remediation Advisory Committee (the “*Advisory Committee*”) to provide input and recommendations regarding remediation spending from that Settling State’s Abatement Accounts Fund. A Settling State may elect to use an existing advisory committee or similar entity (created outside of a State-Subdivision Agreement or Allocation Statute); provided, however, the Advisory Committee or similar entity shall meet the following requirements:
 - (1) Written guidelines that establish the formation and composition of the Advisory Committee, terms of service for members, contingency for removal or resignation of members, a schedule of meetings, and any other administrative details;
 - (2) Composition that includes at least an equal number of local representatives as state representatives;
 - (3) A process for receiving input from Subdivisions and other communities regarding how the opioid crisis is affecting their

communities, their abatement needs, and proposals for abatement strategies and responses; and

- (4) A process by which Advisory Committee recommendations for expenditures for Opioid Remediation will be made to and considered by the appropriate state agencies.

3. Abatement Accounts Fund Reporting. The Settlement Fund Administrator shall track and assist in the report of remediation disbursements as agreed to among the Parties.

F. *Nature of Payment*. Janssen, the Settling States, the Participating Subdivisions, and the Participating Special Districts, acknowledge and agree that notwithstanding anything to the contrary in this Agreement, including, but not limited to, the scope of the Released Claims:

1. Janssen has entered into this Agreement to avoid the delay, expense, inconvenience, and uncertainty of further litigation;
2. The Settling States, the Participating Subdivisions, and the Participating Special Districts sought compensatory restitution (within the meaning of 26 U.S.C. § 162(f)(2)(A)) as damages for the Alleged Harms allegedly suffered by the Settling States and Participating Subdivisions;
3. By executing this Agreement the Settling States, the Participating Subdivisions, and the Participating Special Districts certify that: (a) the Compensatory Restitution Amount is no greater than the amount, in the aggregate, of the Alleged Harms allegedly suffered by the Settling States and Participating Subdivisions; and (b) the portion of the Compensatory Restitution Amount received by each Settling State or Participating Subdivision is no greater than the amount of the Alleged Harms allegedly suffered by such Settling State or Participating Subdivision;
4. The payment of the Compensatory Restitution Amount by Janssen constitutes, and is paid for, compensatory restitution (within the meaning of 26 U.S.C. § 162(f)(2)(A)) for alleged damage or harm (as compensation for alleged damage or harm arising out of alleged bodily injury) allegedly caused by Janssen;
5. The Compensatory Restitution Amount is being paid as compensatory restitution (within the meaning of 26 U.S.C. § 162(f)(2)(A)) in order to restore, in whole or in part, the Settling States and Participating Subdivisions to the same position or condition that they would be in had the Settling States and Participating Subdivisions not suffered the Alleged Harms;
6. For the avoidance of doubt: (a) no portion of the Compensatory Restitution Amount represents reimbursement to any Settling State, Participating Subdivision, Participating Special District, or other person or entity for the costs of any investigation or litigation, (b) the entire Compensatory Restitution Amount

is properly characterized as described in subsection VI.F, and (c) no portion of the Compensatory Restitution Amount constitutes disgorgement or is properly characterized as the payment of statutory or other fines, penalties, punitive damages, other punitive assessments, or attorneys' fees; and

7. New York, on behalf of all Settling States, Participating Subdivisions, and Participating Special Districts (the "Form 1098-F Filer") shall complete and file Form 1098-F with the Internal Revenue Service on or before February 28 (March 31 if filed electronically) of the year following the calendar year in which the order entering this Agreement becomes binding. On the Form 1098-F, the Form 1098-F Filer shall identify the entire Compensatory Restitution Amount received by the Form 1098-F Filer as remediation/restitution. The Form 1098-F Filer shall also, on or before January 31 of the year following the calendar year in which the order entering this Agreement becomes binding, furnish Copy B of such Form 1098-F (or an acceptable substitute statement) to Janssen.

VII. Participation by Subdivisions and Special Districts

- A. *Notice.* No later than fifteen (15) days after the Preliminary Agreement Date, the Settling States, with the cooperation of Janssen, shall send individual written notice of the opportunity to participate in this Agreement and the requirements of participation to all Subdivisions in the Settling States of this Agreement that are (1) Litigating Subdivisions or (2) Non-Litigating Subdivisions listed on Exhibit G as eligible to become Participating Subdivisions. Janssen's share of costs of the written notice to such Subdivisions shall be advanced by Janssen and deducted from its initial settlement payment. Notice shall also be provided simultaneously to counsel of record for Litigating Subdivisions and Non-Litigating Subdivisions listed on Exhibit G as eligible to become Participating Subdivisions. The Settling States, with the cooperation of Janssen, will also provide general notice reasonably calculated to alert Non-Litigating Subdivisions listed on Exhibit G in the Settling States to this Agreement, the opportunity to participate in it and the requirements for participation. Such notice may include publication and other standard forms of notification, as well as notice to national state and county organizations such as the National Association of Counties and the National League of Cities. The notice will include that the deadline for becoming an Initial Participating Subdivision is the Initial Participation Date. Nothing contained herein shall preclude a Settling State from providing further notice to or otherwise contacting any of its Subdivisions about becoming a Participating Subdivision, including beginning any of the activities described in this paragraph prior to the Preliminary Agreement Date.
- B. *Requirements for Becoming a Participating Subdivision: Non-Litigating Subdivisions.* A Non-Litigating Subdivision in a Settling State that is listed on Exhibit G may become a Participating Subdivision by returning an executed Subdivision Settlement Participation Form specifying (1) that the Subdivision agrees to the terms of this Agreement pertaining to Subdivisions, (2) that the Subdivision releases all Released Claims against all Released Entities, (3) that the Subdivision agrees to use monies it receives, if any, from the Settlement Fund pursuant to the applicable requirements of Section VI, and (4) that the Subdivision submits to the jurisdiction of the court where the Consent Judgment is filed

for purposes limited to that court's role under the Agreement. The required Subdivision Settlement Participation Form is attached as Exhibit K.

- C. *Requirements for Becoming a Participating Subdivision: Litigating Subdivisions/Later Litigating Subdivisions.* A Litigating Subdivision or Later Litigating Subdivision in a Settling State may become a Participating Subdivision by returning an executed Subdivision Settlement Participation Form to the Settlement Fund Administrator and upon prompt dismissal of its legal action. A Settling State may require each Litigating Subdivision in that State to specify on the Subdivision Settlement Participation Form whether its counsel has waived any contingency fee contract with that Participating Subdivision and intends to seek fees according to Exhibit R. The Settlement Fund Administrator shall provide quarterly reports of this information to the parties organized by Settling State. Except for trials begun before the Initial Participation Date, a Litigating Subdivision or a Later Litigating Subdivision may not become a Participating Subdivision after the completion of opening statements in a trial of a legal action it brought that includes a Released Claim against a Released Entity.
- D. *Initial Participating Subdivisions.* A Subdivision qualifies as an Initial Participating Subdivision if it meets the applicable requirements for becoming a Participating Subdivision set forth in subsections VII.B or VII.C by the Initial Participation Date. Provided however, all Subdivision Settlement Participation Forms shall be held by the Settlement Fund Administrator until Janssen provides the notice in subsection VIII.B that it intends to proceed with the settlement, at which time the obligations created by such forms become effective.
- E. *Later Participating Subdivisions.* A Subdivision that is not an Initial Participating Subdivision may become a Later Participating Subdivision by meeting the applicable requirements for becoming a Participating Subdivision after the Initial Participation Date and agreeing to be subject to the terms of a State-Subdivision Agreement (if any) or any other structure adopted or applicable pursuant to subsections VI.D or VI.E. The following provisions govern what a Later Participating Subdivision can receive (but do not apply to Initial Participating Subdivisions):
1. A Later Participating Subdivision shall not receive any share of any base or incentive payments paid to the Subdivision Fund that were due before it became a Participating Subdivision.
 2. A Later Participating Subdivision that becomes a Participating Subdivision after July 15, 2022 shall receive 75% of the share of future base or incentive payments that it would have received had it become a Later Participating Subdivision before that date (unless the Later Participating Subdivision is subject to subsections VII.E.3 or VII.E.4 below).
 3. A Later Participating Subdivision that, after the Initial Participation Date, maintains a lawsuit for a Released Claim(s) against a Released Entity and has judgment entered against it on every such Claim before it became a Participating Subdivision (other than a consensual dismissal with prejudice) shall receive 50%

of the share of future base or incentive payments that it would have received had it become a Later Participating Subdivision prior to such judgment; *provided, however*, that if the Subdivision appeals the judgment and the judgment is affirmed with finality before the Subdivision becomes a Participating Subdivision, the Subdivision shall not receive any share of any base payment or incentive payment.

4. A Later Participating Subdivision that becomes a Participating Subdivision while a Bar or Case-Specific Resolution involving a different Subdivision exists in its State shall receive 25% of the share of future base or incentive payments that it would have received had it become a Later Participating Subdivision without such Bar or Case-Specific Resolution.
- F. *No Increase in Payments.* Amounts to be received by Later Participating Subdivisions shall not increase the payments due from Janssen.
- G. *Ineligible Subdivisions.* Subdivisions in Non-Settling States and Prior Litigating Subdivisions are not eligible to be Participating Subdivisions.
- H. *Non-Participating Subdivisions.* Non-Participating Subdivisions shall not directly receive any portion of any base or incentive payments, including from the State Fund and direct distributions from the Abatement Accounts Fund; however, a Settling State may choose to fund future Opioid Remediation that indirectly benefits Non-Participating Subdivisions.
- I. *Unpaid Allocations to Later Participating and Non-Participating Subdivisions.* Any base payment and incentive payments allocated pursuant to subsection VI.D to a Later Participating or Non-Participating Subdivision that cannot be paid pursuant to this Section VII, will be allocated to the Abatement Accounts Fund for the Settling State in which the Subdivision is located, unless those payments are redirected elsewhere by a State-Subdivision Agreement or by a Statutory Trust.
- J. *Requirements for Becoming a Participating Special District: Non-Litigating Special Districts.* A Non-Litigating Special District may become a Participating Special District by either executing a release consistent with Section IV or by having its claims extinguished by operation of law or released by a Settling State.
- K. *Requirements for Becoming a Participating Special District: Litigating Special Districts/Later Litigating Special Districts.* A Litigating Special District or Later Litigating Special District in a Settling State may become a Participating Special District by either executing a release consistent with Section IV and upon prompt dismissal of its legal action or by having its claims extinguished by operation of law or released by a Settling State.
- L. *Initial Participating Special Districts.* A Special District qualifies as an Initial Participating Special District if it meets the applicable requirements for becoming a Participating Special District by the Initial Participation Date.

- M. *Later Participating Special Districts.* A Special District that is not an Initial Participating Special District may become a Later Participating Special District by meeting the applicable requirements for becoming a Participating Special District after the Initial Participation Date and agreeing to be subject to the terms of any agreement reached by the applicable Settling State with Initial Participating Special Districts. A Later Participating Special District shall not receive any share of any base or incentive payments paid to the Settlement Fund that were due before it became a Participating Special District.

VIII. Condition to Effectiveness of Agreement and Filing of Consent Judgment

- A. *Determination to Proceed With Settlement.* Janssen will determine on or before the Reference Date whether there has been a sufficient resolution of the Claims of the Litigating Subdivisions in the Settling States (through participation under Section VII, Case-Specific Resolution(s), and Bar(s)) to proceed with this Agreement. The determination shall be in the sole discretion of Janssen and may be based on any criteria or factors deemed relevant by Janssen.
- B. *Notice by Janssen.* On or before the Reference Date, Janssen shall inform the Settling States and MDL PEC of its determination pursuant to subsection VIII.A. If Janssen determines to proceed, the Parties will proceed to file the Consent Judgments. If Janssen determines not to proceed, this Agreement will have no further effect and all releases (including those given by Participating Subdivisions) and other commitments or obligations contained herein will be void.
- C. *Determination of the Participation Tier.*
1. On the Reference Date, provided that Janssen determines to proceed with this Agreement, the Settlement Fund Administrator shall determine the Participation Tier. The criteria used to determine the Participation Tier are set forth in Exhibit H. Any disputes as to the determination of the Participation Tier shall be decided by the National Arbitration Panel.
 2. The Participation Tier shall be redetermined by the Settlement Fund Administrator annually as of the Payment Date, beginning with Payment Year 1, pursuant to the criteria set forth in Exhibit H.
 3. After Payment Year 3, the Participation Tier cannot move higher, unless this restriction is waived by Janssen.
 4. In the event that a Participation Tier redetermination moves the Participation Tier higher, and that change is in whole or in part as a result of the post-Reference Date enactment of a Bar and there is later a Revocation Event with respect to that Bar, then on the next Payment Date that is at least one hundred eighty (180) days after the Revocation Event, the Participation Tier shall move down to the Participation Tier that would have applied had the Bar never been enacted, unless the Bar is reinstated or all Subdivisions affected by the Revocation Event become Participating Subdivisions within one hundred eighty (180) days of the

Revocation Event. This is the sole circumstance in which, on a nationwide basis, the Participation Tier can move down.

5. In the event that there is a post-Reference Date Revocation Event with respect to a Bar that was enacted in a Settling State prior to the Reference Date, then, on the next Payment Date that is at least one hundred eighty (180) days after the Revocation Event, unless the Bar is reinstated or all Subdivisions affected by the Revocation Event become Participating Subdivisions within one hundred eighty (180) days of the Revocation Event, the Participation Tier shall decrease – solely for the State in which the Revocation Event occurred – to the Participation Tier commensurate with the percentage of Litigating Subdivisions in that State that are Participating Subdivisions and the percentage of Non-Litigating Subdivisions that are both Primary Subdivisions and Participating Subdivisions, according to the criteria set forth in Exhibit H, except that the calculations shall be performed as to that State alone. For the avoidance of doubt and solely for the calculation in this subparagraph, the Settling States Column of Exhibit H shall play no role. This is the sole circumstance in which one Settling State will have a different Participation Tier than other Settling States.
6. The redetermination of the Participation Tier under subsection VIII.C.2 shall not affect payments already made or suspensions or offsets already applied.

IX. Potential Payment Adjustments

A. *Later Litigating Subdivisions.*

1. If a Later Litigating Subdivision in a Settling State with a population above 10,000 brings a lawsuit or other legal proceeding against Released Entities asserting Released Claims, Janssen shall, within thirty (30) days of the lawsuit or other legal proceeding being served on Janssen, provide notice of the lawsuit or other legal proceeding to the Settlement Fund Administrator and the Settling State in which the Later Litigating Subdivision sits and provide the Settling State an opportunity to intervene in the lawsuit or other legal proceeding. A Released Entity shall not enter into a settlement with a Later Litigating Subdivision unless the State in which the Later Litigating Subdivision sits consents to such a settlement or unreasonably withholds consent to such a settlement.
2. If no Participation Tier applies and the Later Litigating Subdivision's lawsuit or other legal proceeding survives a Threshold Motion before Janssen makes its last settlement payment to the Settling State, the following shall apply:
 - a. Janssen will, from the date of the entry of the order denying the Threshold Motion and so long as the lawsuit or other legal proceeding is pending, be entitled to a suspension of the following payments it would otherwise owe the Settling State in which the Later Litigating Subdivision is located: (1) all remaining incentive payments to the relevant state; and (2) the last two scheduled base payments, if not already paid (the "Suspended Payments").

- b. For each Payment Year that Janssen is entitled to a suspension of payments, the Settlement Fund Administrator shall calculate the Suspended Payments applicable to the next Payment due from Janssen. The Suspended Payments shall be paid into the Settlement Fund Escrow account.
 3. If a Participation Tier applies at the time the Threshold Motion is denied, Janssen will be entitled to a suspension of the following percentages of Suspended Payments depending on the applicable Tier—75% for Tier 1, 50% for Tier 2, 35% for Tier 3, and 25% for Tier 4. Otherwise, the requirements of subsection IX.A.2 apply.
 4. If the Released Claim is resolved with finality without requirement of payment by a Released Entity, the placement of any remaining balance of the Suspended Payments into the Settlement Fund Escrow shall cease and the Settlement Fund Administrator shall immediately transfer amounts in the Settlement Fund Escrow on account of the suspension to the Settling State at issue and its Participating Subdivisions listed on Exhibit G. The lawsuit will not cause further suspensions unless the Released Claim is reinstated upon further review, legislative action, or otherwise.
 5. If the Released Claim is resolved with finality on terms requiring payment by a Released Entity (*e.g.*, if the lawsuit in which the Released Claim is asserted results in a judgment against Janssen or a settlement with Janssen), the Settlement Fund Administrator will transfer the amounts in the Settlement Fund Escrow on account of the suspension to Janssen necessary to satisfy 75% of the payment obligation of the Released Entity to the relevant Later Litigating Subdivision. The Settlement Fund Administrator shall immediately transfer any remaining balance in the Settlement Fund Escrow on account of the suspension to the Settling State at issue and its Participating Subdivisions listed on Exhibit G. If the amount to be transferred to Janssen exceeds the amounts in the Settlement Fund Escrow on account of the suspension, Janssen shall receive a dollar-for-dollar offset for the excess amount against its obligation to pay any remaining payments that would be apportioned to the Settling State at issue and to its Participating Subdivisions listed on Exhibit G.
- B. *Settlement Class Resolution Opt Outs.* If a Settling State is eligible for Incentive A on the basis of a Settlement Class Resolution, and a Primary Subdivision that opted out of the Settlement Class Resolution maintains a lawsuit asserting a Released Claim against a Released Entity, the following shall apply. If the lawsuit asserting a Released Claim either survives a Threshold Motion or has an unresolved Threshold Motion fewer than sixty (60) days prior to the scheduled start of a trial involving a Released Claim, and is resolved with finality on terms requiring payment by the Released Entity, Janssen shall receive a dollar-for-dollar offset for the amount paid against its obligation to make remaining Incentive A payments that would be apportioned to that State or Participating Subdivisions listed on Exhibit G. For the avoidance of doubt, an offset shall not be

applicable under this subsection if it is applicable under subsection IX.A with respect to the Subdivision at issue.

C. *Revoked Bar, Settlement Class Resolution, or Case-Specific Resolution.*

1. If Janssen made a payment as a result of the existence of a Bar, Settlement Class Resolution, or Case-Specific Resolution in a Settling State, and that Bar, Settlement Class Resolution, or Case-Specific Resolution is subject to a Revocation Event, Janssen shall receive a dollar-for-dollar offset against its obligation to make remaining payments that would be apportioned to that State or Participating Subdivisions listed on Exhibit G. This offset will be calculated as the dollar amount difference between (1) the total amount of incentive payments paid by Janssen during the time the Bar, Settlement Class Resolution, or Case-Specific Resolution subject to the Revocation Event was in effect, and (2) the total amount of Incentive Payments that would have been due from Janssen during that time without the Bar, Settlement Class Resolution, or Case-Specific Resolution subject to the Revocation Event being in effect. The amount of incentive payments that would have been due, referenced in (2) above, will be calculated based on considering any Subdivision that provides a release within one hundred eighty (180) days after the Revocation Event as having been a Participating Subdivision (in addition to all other Participating Subdivisions) during the time that the Bar, Settlement Class Resolution, or Case-Specific Resolution subject to the Revocation Event was in effect. If a Revocation Event causes a Settling State to no longer qualify for Incentive D, the Settling State shall return to Janssen all payments made under Incentive D.
2. Notwithstanding anything to the contrary in paragraph 1 above, if a Bar or Case-Specific Resolution is reinstated by the Settling State, either through the same or different means as the initial Bar or Case-Specific Resolution, Janssen's right to an offset is extinguished and any amounts withheld to offset amounts paid on account of the revoked, rescinded, reversed, or overruled Bar or Case-Specific Resolution shall be returned to the Settling State, less and except any incentive payments that would have been paid during the period in which the Bar or Case-Specific Resolution was revoked, rescinded, reversed, or overruled.

X. Additional Restitution Amount

- A. *Additional Restitution Amount.* Pursuant to the schedule set forth below and subject to the reduction specified in subsection X.B below, Janssen shall pay an Additional Restitution Amount to the Settling States listed in Exhibit N. Such funds shall be paid on the schedule set forth on Exhibit M on the Payment Date for each relevant Payment Year to such Settling States as allocated by the Settlement Fund Administrator pursuant to Exhibit N.

| | |
|----------------|-----------------|
| Payment Year 1 | \$15,384,615.38 |
| Payment Year 2 | \$26,923,076.92 |

Payment Year 3 \$25,000,000.00

- B. *Reduction of Additional Restitution Amount.* In the event that any Non-Settling State appears on Exhibit N, the amounts owed by Janssen pursuant to this Section X shall be reduced by the allocation set forth on Exhibit N for any such Non-Settling States.
- C. *Use of Funds.* All funds paid as an Additional Restitution Amount shall be part of the Compensatory Restitution Amount, shall be used for Opioid Remediation, except as allowed by subsection VI.B.2, and shall be governed by the same requirements as specified in subsection VI.F.

XI. Plaintiffs' Attorneys' Fees and Costs

- A. The Agreement on Attorneys' Fees, Expenses and Costs is set forth in Exhibit R and incorporated herein by reference. The Agreement on the State Outside Counsel Fee Fund and Agreement on the State Cost Fund Administration are set forth in Exhibit U and Exhibit S, respectively, and are incorporated herein by reference.

XII. Enforcement and Dispute Resolution

- A. *Enforceability.* The terms of the Agreement and Consent Judgment applicable to or in a Settling State will be enforceable solely by that Settling State and Janssen. Settling States or Participating Subdivisions shall not have enforcement rights with respect either to the terms of this Agreement that apply only to or in other States or to any Consent Judgment entered into by another Settling State. Participating Subdivisions shall not have enforcement rights against Janssen with respect to the Agreement or any Consent Judgment except as to payments that would be allocated to the Subdivision Fund or Abatement Accounts Fund pursuant to Section VI; *provided, however*, that each Settling State shall allow Participating Subdivisions in that State to notify it of any perceived violations of the Agreement or Consent Judgment.
- B. *Jurisdiction.* Janssen consents to the jurisdiction of the court in which the Consent Judgment is filed, limited to resolution of disputes identified in subsection XII.F.2 for resolution in the court in which the Consent Judgment is filed.
- C. *Specific Terms Dispute Resolution.*
 - 1. Any dispute that is addressed by the provisions set forth in the Injunctive Relief terms in Exhibit P shall be resolved as provided therein.
 - 2. In the event Janssen believes the 86.5% threshold established in subsection VI.B.1 is not being satisfied, any Party may request that Janssen and the Enforcement Committee meet and confer regarding the use of funds under subsection VI.B.1. The completion of such meet-and-confer process is a precondition to further action regarding any such dispute. Further action concerning subsection VI.B.1 shall: (i) be limited to Janssen seeking to reduce its Annual Payments by no more than 5% of the difference between the actual amount of Opioid Remediation and the 86.5% threshold established in subsection VI.B.1; (ii) only reduce Annual

Payments to those Settling States and its Participating Subdivisions that are below the 86.5% threshold established in subsection VI.B.1; and (iii) not reduce Annual Payments restricted to future Opioid Remediation.

D. *State-Subdivision Enforcement.*

1. A Participating Subdivision shall not have enforcement rights against a Settling State in which it is located with respect to the Agreement or any Consent Judgment except: (1) as provided for in a State-Subdivision Agreement, Allocation Statute, or Statutory Trust with respect to intrastate allocation; or (2) in the absence of a State-Subdivision Agreement, Allocation Statute, or Statutory Trust, as to allegations that: (a) the Settling State's use of Abatement Accounts Fund monies were not used for uses similar to or in the nature of those uses contained in Exhibit E; or (b) a Settling State failed to pay funds directly from the Abatement Accounts Fund to a Participating Subdivision eligible to receive a block grant pursuant to subsection VI.E.2.b.
2. A Settling State shall have enforcement rights against a Participating Subdivision located in its territory: (1) as provided for in a State-Subdivision Agreement, Allocation Statute, or Statutory Trust; or (2) in the absence of a State-Subdivision Agreement, Allocation Statute, or Statutory Trust, as to allegations that the uses of Abatement Accounts Fund monies by Participating Subdivisions listed on Exhibit G were not for uses similar to or in the nature of those uses contained in Exhibit E.
3. As between Settling States and Participating Subdivisions, the above rights are contractual in nature and nothing herein is intended to limit, restrict, change, or alter any other existing rights under law.

E. *Subdivision Payment Enforcement.* A Participating Subdivision shall have the same right as a Settling State pursuant to subsection XII.F.4.a(4) to seek resolution of any failure by Janssen to make its required base and/or incentive payments in a Payment Year.

F. *Other Dispute Resolution Terms.*

1. Except as provided in subsection XII.C, the parties to a dispute shall promptly meet and confer in good faith to resolve any dispute. If the parties cannot resolve the dispute informally, and unless otherwise agreed in writing, they shall follow the remaining provisions of this subsection XII.F to resolve the dispute.
2. Except as provided in subsections XII.C and XII.F.4, disputes not resolved informally shall be resolved in either the court that entered the relevant Consent Judgment or, if no Consent Judgment was entered, a state or territorial court with jurisdiction located wherever the seat of state government is located. State court proceedings shall be governed by the rules and procedures of the forum. For the avoidance of doubt, disputes to be resolved in state court include, but are not limited to, the following:

- a. disputes concerning whether expenditures qualify for Opioid Remediation;
 - b. disputes between a Settling State and Participating Subdivisions located in such Settling State as provided by subsection XII.D, except to the extent the State-Subdivision Agreement provides for other dispute resolution mechanisms. For the avoidance of doubt, disputes between a Settling State and any Participating Subdivision shall not be considered National Disputes;
 - c. whether this Agreement and relevant Consent Judgment are binding under state law;
 - d. the extent of the Attorney General's or other participating entity's authority under state law, including the extent of the authority to release claims;
 - e. whether the requirements of a Bar, a Case-Specific Resolution, State-Specific Finality, Later Litigating Subdivision, Litigating Subdivision, or a Threshold Motion have been met; and
 - f. all other disputes not specifically identified in subsections XII.C and XII.F.4.
3. Any Party may request that the National Arbitration Panel provide an interpretation of any provision of the settlement that is relevant to the state court determination, and the National Arbitration Panel shall make reasonable best efforts to supply such interpretation within the earlier of thirty (30) days or the time period required by the state court proceedings. Any Party may submit that interpretation to the state court to the extent permitted by, and for such weight provided by, the state court's rules and procedures. If requested by a Party, the National Arbitration Panel shall request that its interpretation be accepted in the form of an amicus curiae brief, and any attorneys' fees and costs for preparing any such filing shall be paid for by the requesting Party.
4. National Disputes involving a Settling State, Participating Subdivision, and/or Janssen shall be resolved by a National Arbitration Panel.
- a. "*National Disputes*" are disputes that are exceptions to subsection XII.F.2's presumption of resolution in state courts because they involve issues of interpretation of Agreement terms applicable to all Settling States without reference to a particular State's law. Disputes between a State and any Participating Subdivisions shall not be considered National Disputes. National Disputes are limited to the following:
 - (1) the amount of offset and/or credit attributable to Non-Settling States and Tribes;
 - (2) issues involving the scope and definition of "Product";

- (3) interpretation and application of the terms “Covered Conduct” and “Released Entities”;
 - (4) disputes over a given year’s payment or the payment of the Additional Restitution Amount to all Settling States (for the avoidance of doubt, disputes between a Settling State and Janssen over the amounts owed to only that State shall not be considered National Disputes);
 - (5) questions regarding the performance and/or removal of the Settlement Fund Administrator;
 - (6) disputes involving liability of successor entities;
 - (7) disputes that require a determination of sufficient Subdivision and Special District participation to qualify for Incentives A, B, C, or D, as well as disputes over qualification for Participation Tiers;
 - (8) disputes that require interpretation of Agreement terms (i) that concretely affect four (4) or more Settling States; and (ii) do not turn on unique definitions and interpretations under State law; and
 - (9) any dispute subject to resolution under subsection XII.F.2 but for which all parties to the dispute agree to arbitration before the National Arbitration Panel under the provisions of this subsection XII.F.4.
- b. The “*National Arbitration Panel*” shall be comprised of three (3) neutral arbitrators. One (1) arbitrator shall be chosen by Janssen, one (1) arbitrator shall be chosen by the Enforcement Committee with due input from Participating Subdivisions, and the third arbitrator shall be agreed upon by the first two (2) arbitrators. The membership of the National Arbitration Panel is intended to remain constant throughout the term of this Agreement, but in the event that replacements are required, the retiring arbitrator shall be replaced by the party that selected him/her.
- (1) The National Arbitration Panel shall make reasonable best efforts to decide all matters within one hundred eighty (180) days of filing, and in no event shall it take longer than one (1) year.
 - (2) The National Arbitration Panel shall conduct all proceedings in a reasonably streamlined process consistent with an opportunity for the parties to be heard. Issues shall be resolved without the need for live witnesses where feasible, and with a presumption in favor of remote participation to minimize the burdens on the parties.
 - (3) To the extent allowed under state law, a Settling State, Participating Subdivision, and (at any party’s request) the National

Arbitration Panel may certify to an appropriate state court any question of state law. The National Arbitration Panel shall be bound by a final state court determination of such a certified question. The time period for the arbitration shall be tolled during the course of the certification process.

- (4) The arbitrators will give due deference to any authoritative interpretation of state law, including any declaratory judgment or similar relief obtained by a Settling State, Participating Subdivision, or Janssen on a state law issue.
 - (5) The decisions of the National Arbitration Panel shall be binding on Settling States, Participating Subdivisions, Janssen, and the Settlement Fund Administrator. In any proceeding before the National Arbitration Panel involving a dispute between a Settling State and Janssen whose resolution could prejudice the rights of a Participating Subdivision(s) or Participating Special District(s) in that Settling State, such Participating Subdivision(s) or Participating Special District(s) shall be allowed to file a statement of view in the proceeding.
 - c. Nothing herein shall be construed so as to limit or otherwise restrict a State from seeking injunctive or other equitable relief in state court to protect the health, safety, or welfare of its citizens.
 - d. Each party shall bear its own costs in any arbitration or court proceeding arising under this subsection XII.F. The costs for the arbitrators on the National Arbitration Panel shall be divided and paid equally by the disputing sides for each individual dispute, *e.g.*, a dispute between Janssen and Settling States/Participating Subdivisions shall be split 50% by Janssen and 50% by the Settling States/Participating Subdivisions that are parties to the dispute; a dispute between a Settling State and a Participating Subdivision shall be split 50% by the Settling State and 50% by any Participating Subdivisions that are party to the dispute.
5. Prior to initiating an action to enforce pursuant to this subsection XII.F, the complaining party must:
- a. Provide written notice to the Enforcement Committee of its complaint, including the provision of the Consent Judgment and/or Agreement that the practice appears to violate, as well as the basis for its interpretation of the disputed provision. The Enforcement Committee shall establish a reasonable process and timeline for obtaining additional information from the involved parties; *provided, however*, that the date the Enforcement Committee establishes for obtaining additional information from the parties shall not be more than forty-five (45) days following the notice.

The Enforcement Committee may advise the involved parties of its views on the complaint and/or seek to resolve the complaint informally.

- b. Wait to commence any enforcement action until thirty (30) days after the date that the Enforcement Committee establishes for obtaining additional information from the involved parties.
- 6. If the parties to a dispute cannot agree on the proper forum for resolution of the dispute under the provisions of subsections XII.F.2 or XII.F.4, a committee comprising the Enforcement Committee and sufficient representatives of Janssen such that the members of the Enforcement Committee have a majority of one (1) member will determine the forum where the dispute will be initiated within twenty-eight (28) days of receiving notification of the dispute relating to the proper forum. The forum identified by such committee shall be the sole forum for determining where the dispute shall be heard, and the committee's identification of such forum shall not be entitled to deference by the forum selected.
- G. *No Effect.* Nothing in this Agreement shall be interpreted to limit the Settling State's Civil Investigative Demand ("CID") or investigative subpoena authority, to the extent such authority exists under applicable state law and the CID or investigative subpoena is issued pursuant to such authority, and Janssen reserves all of its rights in connection with a CID or investigative subpoena issued pursuant to such authority.

XIII. Miscellaneous

- A. *No Admission.* Janssen does not admit liability or wrongdoing. Neither this Agreement nor the Consent Judgments shall be considered, construed, or represented to be (1) an admission, concession, or evidence of liability or wrongdoing or (2) a waiver or any limitation of any defense otherwise available to Janssen.
- B. *Population of Subdivisions.* The population figures for Subdivisions shall be the published U.S. Census Bureau's population estimates for July 1, 2019, released May 2020. These population figures shall remain unchanged during the term of this Agreement.
- C. *Population of Special Districts.* For any purpose in this Agreement in which the population of a Special District is used, other than the use of "Covered Special District": (a) School Districts' population will be measured by the number of students enrolled who are eligible under the Individuals with Disabilities Education Act ("IDEA") or Section 504 of the Rehabilitation Act of 1973; (b) Health Districts' and Hospital Districts' population will be measured at 25% of discharges; and (c) all other Special Districts' (including Fire Districts' and Library Districts') population will be measured at 10% of the population served.
- D. *Population Associated with Sheriffs.* For any purpose in this Agreement in which the population associated with a lawsuit by a sheriff is used, the population will be measured at 20% of the capacity of the jail(s) operated by the sheriff.

E. *Tax Reporting and Cooperation.*

1. Upon request by Janssen, the Settling States, Participating Subdivisions, and Participating Special Districts agree to perform such further acts and to execute and deliver such further documents as may be reasonably necessary for Janssen to establish the statements set forth in subsection VI.E.3 to the satisfaction of their tax advisors, their independent financial auditors, the Internal Revenue Service, or any other governmental authority, including as contemplated by Treasury Regulations Section 1.162-21(b)(3)(ii) and any subsequently proposed or finalized relevant regulations or administrative guidance.
2. Without limiting the generality of subsection VI.C.1, each Settling State, Participating Subdivision, and Participating Special District shall cooperate in good faith with Janssen with respect to any tax claim, dispute, investigation, audit, examination, contest, litigation, or other proceeding relating to this Agreement.
3. The Designated State, on behalf of all Settling States, Participating Subdivisions, and Participating Special Districts, shall designate one of its officers or employees to act as the “appropriate official” within the meaning of Treasury Regulations Section 1.6050X-1(f)(1)(ii)(B) (the “Appropriate Official”).
4. For the avoidance of doubt, neither Janssen nor the Settling States, Participating Subdivisions, and Participating Special Districts make any warranty or representation to any Settling jurisdiction or Releasor as to the tax consequences of the payment of the Compensatory Restitution Amount (or any portion thereof).

F. *No Third-Party Beneficiaries.* Except as expressly provided in this Agreement, no portion of this Agreement shall provide any rights to, or be enforceable by, any person or entity that is not a Settling State or Released Entity. No Settling State may assign or otherwise convey any right to enforce any provision of this Agreement.

G. *Calculation.* Any figure or percentage referred to in this Agreement shall be carried to seven decimal places.

H. *Construction.* None of the Parties and no Participating Subdivision shall be considered to be the drafter of this Agreement or of any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement. The headings of the provisions of this Agreement are not binding and are for reference only and do not limit, expand, or otherwise affect the contents or meaning of this Agreement.

I. *Cooperation.* Each Party and each Participating Subdivision agrees to use its best efforts and to cooperate with the other Parties and Participating Subdivisions to cause this Agreement and the Consent Judgments to become effective, to obtain all necessary approvals, consents and authorizations, if any, and to execute all documents and to take such other action as may be appropriate in connection herewith. Consistent with the foregoing, each Party and each Participating Subdivision agrees that it will not directly or indirectly assist or encourage any challenge to this Agreement or any Consent Judgment

by any other person, and will support the integrity and enforcement of the terms of this Agreement and the Consent Judgments.

- J. *Entire Agreement.* This Agreement, its exhibits and any other attachments, including the attorneys' fees and cost agreement in Exhibit R, embodies the entire agreement and understanding between and among the Parties and Participating Subdivisions relating to the subject matter hereof and supersedes (1) all prior agreements and understandings relating to such subject matter, whether written or oral and (2) all purportedly contemporaneous oral agreements and understandings relating to such subject matter.
- K. *Execution.* This Agreement may be executed in counterparts and by different signatories on separate counterparts, each of which shall be deemed an original, but all of which shall together be one and the same Agreement. One or more counterparts of this Agreement may be delivered by facsimile or electronic transmission with the intent that it or they shall constitute an original counterpart hereof. One or more counterparts of this Agreement may be signed by electronic signature.
- L. *Good Faith and Voluntary Entry.* Each Party warrants and represents that it negotiated the terms of this Agreement in good faith. Each of the Parties and signatories to this Agreement warrants and represents that it freely and voluntarily entered into this Agreement without any degree of duress or compulsion. The Parties state that no promise of any kind or nature whatsoever (other than the written terms of this Agreement) was made to them to induce them to enter into this Agreement.
- M. *No Prevailing Party.* The Parties each agree that they are not the prevailing party in this action, for purposes of any claim for fees, costs, or expenses as prevailing parties arising under common law or under the terms of any statute, because the Parties have reached a good faith settlement. The Parties each further waive any right to challenge or contest the validity of this Agreement on any ground, including, without limitation, that any term is unconstitutional or is preempted by, or in conflict with, any current or future law.
- N. *Non-Admissibility.* The settlement negotiations resulting in this Agreement have been undertaken by the Parties and by certain representatives of the Participating Subdivisions in good faith and for settlement purposes only, and no evidence of negotiations or discussions underlying this Agreement shall be offered or received in evidence in any action or proceeding for any purpose. This Agreement shall not be offered or received in evidence in any action or proceeding for any purpose other than in an action or proceeding arising under or relating to this Agreement.
- O. *Notices.* All notices or other communications under this Agreement shall be in writing (including but not limited to electronic communications) and shall be given to the recipients indicated below:

1. For the Attorney(s) General:

Ashley Moody,
Attorney General
State of Florida
The Capitol,
PL-01
Tallahassee, FL 32399

Josh Stein, Attorney General
North Carolina Department of Justice
Attn: Daniel Mosteller
PO Box 629
Raleigh, NC 27602
Dmosteller@ncdoj.gov

2. For the Plaintiffs' Executive Committee:

Paul F. Farrell
Farrell Law
P.O. Box 1180
Huntington, WV 25714-1180

Jayne Conroy
Simmons Hanly Conroy LLC
112 Madison Avenue, 7th Floor
New York, NY 10016-7416
JConroy@simmonsfirm.com

Joseph F. Rice
Motley Rice LLC
28 Bridgeside Blvd.
Mount Pleasant, SC 29464
jrice@motleyrice.com

Peter Mougey
Levin Papantonio Rafferty
316 South Baylen St.
Pensacola, FL 32502
pmougey@levinlaw.com

Paul J. Geller
Robbins Geller Rudman & Dowd LLP
120 East Palmetto Park Road
Boca Raton, FL 33432
PGeller@rgrdlaw.com

3. For Janssen:

Charles C. Lifland
O'Melveny & Myers LLP
400 South Hope Street, 18th Floor Los Angeles, CA 90071
Phone: (213) 430-6000
clifland@omm.com

Daniel R. Suvor
O'Melveny & Myers LLP
400 South Hope Street, 18th Floor Los Angeles, CA 90071
Phone: (213) 430-6000
dsuvor@omm.com

Any Party or the Plaintiffs' Executive Committee may change or add the contact information of the persons designated to receive notice on its behalf by notice given (effective upon the giving of such notice) as provided in this subsection.

- P. *No Waiver.* The waiver of any rights conferred hereunder shall be effective only if made by written instrument executed by the waiving Party or Parties. The waiver by any Party of any breach of this Agreement shall not be deemed to be or construed as a waiver of any other breach, whether prior, subsequent, or contemporaneous, nor shall such waiver be deemed to be or construed as a waiver by any other Party.
- Q. *Preservation of Privilege.* Nothing contained in this Agreement or any Consent Judgment, and no act required to be performed pursuant to this Agreement or any Consent Judgment, is intended to constitute, cause, or effect any waiver (in whole or in part) of any attorney-client privilege, work product protection, or common interest/joint defense privilege, and each Party agrees that it shall not make or cause to be made in any forum any assertion to the contrary.
- R. *Successors.* This Agreement shall be binding upon, and inure to the benefit of, Janssen and its respective successors and assigns. Janssen shall not sell the majority of its voting stock or substantially all its assets without obtaining the acquiror's agreement that it will constitute a successor with respect to Janssen's obligations under this Agreement.
- S. *Modification, Amendment, Alteration.* After the Reference Date, any modification, amendment, or alteration of this Agreement by the Parties shall be binding only if evidenced in writing signed by Janssen along with the signatures of at least thirty-seven (37) of those then-serving Attorneys General of the Settling States along with a representation from each Attorney General that either: (1) the advisory committee or similar entity established or recognized by that Settling State (either pursuant to subsection VI.E.2, by a State-Subdivision Agreement, or by statute) voted in favor of the modification, amendment, or alteration of this Agreement including at least one Participating Subdivision-appointed member; or (2) in States without any advisory committee, that 50.1% of the Participating Subdivisions by population expressed approval of the modification, amendment, or alteration of this Agreement in writing.

Provided, however, in the event the modification, amendment, or alteration relates to injunctive relief, interstate allocation between the Settling States, intrastate allocation in a particular Settling State, or fees or costs of Settling States and Participating Subdivisions, then every Settling State and each Participating Subdivision affected by that modification, amendment, or alteration must assent in writing. Provided further that, in the event the modification, amendment, or alteration relates to injunctive relief, then such amendment, modification, or alteration of injunctive relief against Janssen will not be effective unless and until any Consent Judgment is modified by a court of competent jurisdiction, except as otherwise provided by the Injunctive Terms.

T. *Termination.*

1. Unless otherwise agreed to by Janssen and the Settling State in question, this Agreement and all of its terms (except subsection XIII.N and any other non-admissibility provisions, which shall continue in full force and effect) shall be canceled and terminated with respect to the Settling State, and the Agreement and all orders issued by the courts in the Settling State pursuant to the Agreement shall become null and void and of no effect if one or more of the following conditions applies:
 - a. A Consent Judgment approving this Agreement without modification of any of the Agreement's terms has not been entered as to the Settling State by a court of competent jurisdiction on or before one hundred eighty (180) days after the Effective Date; or
 - b. This Agreement or the Consent Judgment as to that Settling State has been disapproved by a court of competent jurisdiction to which it was presented for approval and/or entry (or, in the event of an appeal from or review of a decision of such a court to approve this Agreement and the Consent Judgment, by the court hearing such appeal or conducting such review), and the time to appeal from such disapproval has expired, or, in the event of an appeal from such disapproval, the appeal has been dismissed or the disapproval has been affirmed by the court of last resort to which such appeal has been taken and such dismissal or disapproval has become no longer subject to further appeal (including, without limitation, review by the United States Supreme Court).
2. If this Agreement is terminated with respect to a Settling State and its Participating Subdivisions for whatever reason pursuant to subsection XIII.T.1, then:
 - a. An applicable statute of limitation or any similar time requirement (excluding any statute of repose) shall be tolled from the date the Settling State signed this Agreement until the later of the time permitted by applicable law or for one year from the date of such termination, with the effect that Janssen and the Settling State in question shall be in the same

position with respect to the statute of limitation as they were at the time the Settling State filed its action; and

- b. Janssen and the Settling State and its Participating Subdivisions in question shall jointly move the relevant court of competent jurisdiction for an order reinstating the actions and claims dismissed pursuant to the terms of this Agreement governing dismissal, with the effect that Janssen and the Settling State and its Participating Subdivisions in question shall be in the same position with respect to those actions and claims as they were at the time the action or claim was stayed or dismissed.

- 3. Unless Janssen and the Enforcement Committee agree otherwise, this Agreement, with the exception of the Injunctive Relief Terms that have their own provisions on duration, shall terminate as to all Parties as of the Payment Date for Payment Year 9, *provided* that Janssen has performed its payment obligations under the Agreement as of that date. Notwithstanding any other provision in this Agreement, all releases under this Agreement will remain effective despite any termination under this paragraph.

- U. *Governing Law.* Except (1) as otherwise provided in the Agreement or (2) as necessary, in the sole judgment of the National Arbitration Panel, to promote uniformity of interpretation for matters within the scope of the National Arbitration Panel's authority, this Agreement shall be governed by and interpreted in accordance with the respective laws of the Settling State, without regard to the conflict of law rules of such Settling State, that is seeking to enforce the Agreement against Janssen or against which Janssen is seeking enforcement. Notwithstanding any other provision in this subsection on governing law, any disputes relating to the Settlement Fund Escrow shall be governed by and interpreted in accordance with the law of the state where the escrow agent has its primary place of business.

EXHIBIT A

Alleged Harms

The following expert reports that were filed in connection with the case captioned *In re National Prescription Opiate Litigation*, No. 1-17-md-02804 (N.D. Ohio):

1. Expert report of Professor David Cutler, dated March 25, 2019.
2. Expert report of Dr. Jeffrey B. Liebman, dated March 25, 2019.
3. Expert report of Professor Thomas McGuire regarding damages to Bellwethers, dated March 25, 2019.
4. Report of Professor Thomas McGuire regarding public nuisance, dated March 25, 2019.

EXHIBIT B

Enforcement Committee Organization Bylaws

ARTICLE I

These bylaws constitute the code of rules adopted by the Settling States and Participating Subdivisions for the creation of an Enforcement Committee (the “Committee”) to exist and operate during the term of the Agreement in connection with Janssen and shall control the regulation and management of the Committee’s affairs.

ARTICLE II

Purpose

The Committee is organized for the sole purpose of evaluating and taking such action as deemed reasonable, necessary, and appropriate by the members of the Committee on the matters delegated to the Committee under that certain Settlement Agreement between the Settling States and Janssen dated July 21, 2021.

ARTICLE III

Members of the Committee

(1) Number of Members

The Committee will consist of seventeen (17) members (the “Members”). Upon majority resolution of the Committee, the number of Members may be increased or decreased from time to time, but in no event shall a decrease have the effect of decreasing the total number of Members to less than seven Members.

(2) Initial Members

The Committee initially will consist of eleven Settling State Members and six Participating Subdivision Members; three of the Participating Subdivisions shall be counties and three shall be municipalities. The initial Settling State Members are representatives from: Connecticut, Delaware, Florida, Georgia, Massachusetts, New York, North Carolina, Ohio, Pennsylvania, Tennessee, and Texas. The initial Participating Subdivision Members are: (a) Bexar County, Texas; (b) Broward County, Florida; (c) Chicago, Illinois; (d) Cincinnati, Ohio; (e) Nashville, Tennessee; and (f) Nassau County, New York. Until the Reference Date contained in the Settlement Agreement, the Participating Subdivisions may designate their outside counsel to serve as their representative. After the Reference Date, an employee or official of the Participating Subdivision must be the designated as the representative of the Participating Subdivision.

(3) Term of Members

The term of office for Members of the Committee will be until the end of the term of the Settlement Agreement, nine (9) years, unless and until a Member withdraws or resigns from the Committee.

(4) Resignation

Any Member may resign at any time by delivering written notice to the Chairperson of the Committee. Such resignation shall take effect upon receipt or, if later, at the time specified in the notice.

(5) Removal

(a) Any Member may be removed without cause, at any time, by a majority of the entire Committee, at a Regular or Special Meeting called for that purpose. Any Member under consideration of removal must first be notified about the consideration by written notice at least five days prior to the meeting at which the vote takes place.

(b) In the event that any Member is not a Settling State or a Participating Subdivision or the Member subsequently becomes a Later Litigating Subdivision, the Member shall be removed immediately without notice or vote of the Committee.

(6) Vacancies

In the event of a vacancy, the Members of the same type (Settling State or Participating Subdivision) shall select another Settling State or Participating Subdivision to fill that Member's position.

(7) Compensation

Members shall not receive any salaries or other compensation for their services, but, by resolution of the Committee, may be reimbursed for any actual expenses incurred in the performance of their duties for the Committee, as long as a majority of disinterested Members approve the reimbursement. Any reimbursement shall be sought from the Settlement Fund Administrator.

ARTICLE IV

Conflicts of Interest and Code of Ethics

If a Member, agent, or employee of the Committee has a conflict of interest, he or she may not participate in a vote, discussion, or decision about the matter. Each Member shall follow any applicable state or local law with respect to conflicts, gifts, and ethics.

ARTICLE V

Committee Meetings

(1) Place of Meetings

Meetings of the Committee will be held at any place that the Chairperson may designate, including by telephonic or electronic means.

(2) Regular Meetings

Regular meetings of the Committee shall be held as deemed necessary by the Chairperson or any three members.

(3) Notice of Meetings

Written notice of the date, time, place and subject of each meeting must be provided to the Members at least 72 hours before the scheduled time of the meeting, except when there is an emergency or urgent public necessity.

(4) Quorum

A majority of the incumbent Members (not counting vacancies) shall constitute a quorum for the purposes of convening a meeting or conducting business.

(5) Voting and Proxy

When it is necessary to vote on any matter before the Committee, Members may vote by electronic means as provided in these Bylaws. Proxy voting is permitted. In order for a matter to pass, the matter must have a majority vote of Members present and must have at least one vote from a Settling State Member and a Participating Subdivision Member. In the event that there is a Quorum, but no Settling State or Participating Subdivision Member is present, then a matter may pass with a simple majority vote.

(6) Minutes

The Committee shall prepare and keep minutes. The minutes must state the subject of each deliberation and indicate each vote, order, decision, or other action taken.

ARTICLE VI

Officers

(1) Roster of Officers

The Committee shall have a Chairperson, a Vice Chairperson, and a Secretary. The Committee may have at its discretion, such other officers as may be appointed by the Members of the Committee. One person may hold two or more offices, except those serving as Chairperson.

(2) Election and Removal of Officers

All officers shall serve two-year terms. The election shall be conducted at the first meeting of the fiscal year. Officers shall remain in office until their successors have been selected. Officers may serve consecutive terms without limit. The election of officers shall be by majority vote of the Members of the Committee attending the meeting.

(3) Vacancies

If a vacancy occurs during the term of office for any elected officer, the Members of the Committee shall elect a new officer to fill the remainder of the term as soon as practical, by majority vote of Members present.

(4) Chairperson

The Chairperson will supervise and control the affairs of the Committee and shall exercise such supervisory powers as may be given him/her by the Members of the Committee. The Chairperson will perform all duties incident to such office and such other duties as may be provided in these bylaws or as may be prescribed from time to time by the Committee. The

Chairperson shall preside at all meetings and shall exercise parliamentary control in accordance with Robert's Rules of Order.

(5) Vice Chairperson

The Vice Chairperson shall act in place of the Chairperson in the event of the Chairperson's absence, inability, or refusal to act, and shall exercise and discharge such other duties as may be required by the Committee. The Vice Chairperson shall serve as the parliamentarian and interpret any ambiguities of the bylaws.

(6) Secretary

The Secretary will keep and maintain all records related to the Committee and take minutes of all meetings.

(7) Records

All elected officers and committee chairpersons shall relinquish their records to the Chairperson immediately upon the completion of their term of office or completion of a project.

(8) Resignation

An officer may resign the office while not resigning membership from the Committee, by submitting a letter to the Chairperson. Vacancies occurring in any office shall be appointed for the remainder of the term.

ARTICLE VII

Duties

(1) Prior to the Reference Date

The Committee shall be responsible for any additional negotiations with Janssen, including, but not limited to, negotiating extensions of any periods created by the Settlement Agreement.

(2) After the Enforcement Date

The Committee shall establish procedures for the receipt of notices that a dispute exists concerning the Agreement and review of such disputes, pursuant to Section XII of the Agreement. Members may engage with Janssen, Settling States, and Participating Subdivisions attempting to resolve any dispute without further action by the Committee. The Committee may request additional information from Janssen, Settling States, and Participating Subdivisions to the extent the Committee believes such information is necessary to understand, resolve, or provide advice related to a dispute. The Committee shall endeavor to provide advice relative to the dispute no later than 60 days after receipt of notice.

ARTICLE VIII
Rules of Procedure

The proceedings and business of the Committee shall be governed by Robert's Rules of Order unless otherwise waived by the Committee.

ARTICLE IX
Operations

(1) Records

The Committee will keep correct and complete records and will also keep minutes of the proceedings of the Committee meetings and Committees. The Committee will keep such records at its principal place of business at a place designated by the Chairperson.

All elected officers and committee chairpersons shall relinquish their records to the Chairperson, immediately upon the completion of their term of office.

(2) Inspection of Books and Records

The minutes of a meeting are public records and shall be available for public inspection and copying on request to the Committee's Chairperson or the Chairperson's designee.

(3) Amendments

The bylaws may be amended at any time by a vote of a majority of Members present and must have at least one vote from a Settling State Member and a Participating Subdivision Member. In the event that there is a Quorum, but no Settling State or Participating Subdivision Member is present, then a matter may pass with a simple majority vote.

EXHIBIT C

Litigating Subdivision and Special District List¹

- | | |
|---|---|
| 1. Abbeville (AL), City of, Alabama | 32. Carbon Hill (AL), City of, Alabama |
| 2. Albertville (AL), City of, Alabama | 33. Cedar Bluff (AL), Town of, Alabama |
| 3. Alexander City (AL), City of, Alabama | 34. Center Point (AL), City of, Alabama |
| 4. Anniston (AL), City of, Alabama | 35. Centre (AL), City of, Alabama |
| 5. Arab (AL), City of, Alabama | 36. Centreville (AL), City of, Alabama |
| 6. Argo (AL), City of, Alabama | 37. Chambers (AL), County of, Alabama |
| 7. Ashland (AL), City of, Alabama | 38. Cherokee (AL), County of, Alabama |
| 8. Ashville (AL), City of, Alabama | 39. Cherokee (AL), Town of, Alabama |
| 9. Athens (AL), City of, Alabama | 40. Chickasaw (AL), City of, Alabama |
| 10. Attalia (AL), City of, Alabama | 41. Chilton (AL), County of, Alabama |
| 11. Attentus Mouton, LLC d/b/a Lawrence Medical Center (AL), Alabama | 42. Choctaw (AL), County of, Alabama |
| 12. Auburn (AL), City of, Alabama | 43. Clanton (AL), City of, Alabama |
| 13. Autauga (AL), County of, Alabama | 44. Clarke (AL), County of, Alabama |
| 14. Baldwin (AL), County of, Alabama | 45. Clay (AL), County of, Alabama |
| 15. Barbour (AL), County of, Alabama | 46. Cleburne (AL), County of, Alabama |
| 16. Berry (AL), Town of, Alabama | 47. Cleveland (AL), Town of, Alabama |
| 17. Bibb (AL), County of, Alabama | 48. Coffee (AL), County of, Alabama |
| 18. Bibb County Healthcare Authority (AL), Alabama | 49. Colbert (AL), County of, Alabama |
| 19. Birmingham (AL), City of, Alabama | 50. Conecuh (AL), County of, Alabama |
| 20. Blount (AL), County of, Alabama | 51. Coosa (AL), County of, Alabama |
| 21. Boaz (AL), City of, Alabama | 52. Cordova (AL), City of, Alabama |
| 22. Brent (AL), City of, Alabama | 53. Covington (AL), County of, Alabama |
| 23. Bridgeport (AL), City of, Alabama | 54. Crenshaw (AL), County of, Alabama |
| 24. Brookwood (AL), Town of, Alabama | 55. Cullman (AL), City of, Alabama |
| 25. Brundidge (AL), City of, Alabama | 56. Cullman (AL), County of, Alabama |
| 26. Bullock (AL), County of, Alabama | 57. Cullman County Health Care Authority (AL), Alabama |
| 27. Butler (AL), County of, Alabama | 58. Dadeville (AL), City of, Alabama |
| 28. Butler (AL), Town of, Alabama | 59. Dale (AL), County of, Alabama |
| 29. Calera (AL), City of, Alabama | 60. Dale County Healthcare Authority (AL), Alabama |
| 30. Calhoun (AL), County of, Alabama | 61. Daleville (AL), City of, Alabama |
| 31. Camp Hill (AL), Town of, Alabama | 62. Dallas (AL), County of, Alabama |

¹ For purposes of calculating the percentage of Litigating Subdivisions and Litigating Special Districts pursuant to Section V.E.5 and Exhibit H, an individual Litigating Subdivision or Litigating Special District shall not be included more than once in the numerator, and shall not be included more than once in the denominator, of the calculation regardless if it (or any of its officials) is named as multiple plaintiffs in the same lawsuit; provided, however, that for the avoidance of doubt, no Litigating Subdivision or Litigating Special District will be excluded from the numerator or denominator under this sentence unless a Litigating Subdivision or Litigating Special District otherwise counted in the denominator has the authority to release the Claims (consistent with Section IV) of the Litigating Subdivision or Litigating Special District to be excluded.

DRAFT – SUBJECT TO CHANGE FOR QUALITY CONTROL PURPOSES

63. Daphne (AL), City of, Alabama
64. Dauphin Island (AL), Town of, Alabama
65. DCH Health Care Authority (AL), Alabama
66. Decatur (AL), City of, Alabama
67. DeKalb (AL), County of, Alabama
68. Demopolis (AL), City of, Alabama
69. Dora (AL), City of, Alabama
70. Dothan (AL), City of, Alabama
71. Double Springs (AL), Town of, Alabama
72. Douglas (AL), Town of, Alabama
73. Enterprise (AL), City of, Alabama
74. Escambia (AL), County of, Alabama
75. Etowah (AL), County of (Sheriff), Alabama
76. Etowah (AL), County of, Alabama
77. Eufaula (AL), City of, Alabama
78. Evergreen (AL), City of, Alabama
79. Fairfield (AL), City of, Alabama
80. Faunsdale (AL), Town of, Alabama
81. Fayette (AL), County of (Sheriff), Alabama
82. Fayette (AL), City of, Alabama
83. Fayette (AL), County of, Alabama
84. Florence (AL), City of, Alabama
85. Foley (AL), City of, Alabama
86. Fort Deposit (AL), Town of, Alabama
87. Fort Payne (AL), City of, Alabama
88. Franklin (AL), County of, Alabama
89. Fultondale (AL), City of, Alabama
90. Gadsden (AL), City of, Alabama
91. Geneva (AL), City of, Alabama
92. Geneva (AL), County of, Alabama
93. Geneva County Health Care Authority (AL), Alabama
94. Georgiana (AL), City of, Alabama
95. Geraldine (AL), Town of, Alabama
96. Gilberttown (AL), Town of, Alabama
97. Grant (AL), Town of, Alabama
98. Graysville (AL), City of, Alabama
99. Greene (AL), County of, Alabama
100. Greene County Hospital Board (AL), Alabama
101. Greensboro (AL), City of, Alabama
102. Greenville (AL), City of, Alabama
103. Guin (AL), City of, Alabama
104. Guntersville (AL), City of, Alabama
105. Gurley (AL), Town of, Alabama
106. Hale (AL), County of, Alabama
107. Haleyville (AL), City of, Alabama
108. Hamilton (AL), City of, Alabama
109. Hammondville (AL), Town of, Alabama
110. Hartselle (AL), City of, Alabama
111. Headland (AL), City of, Alabama
112. Healthcare Authority for Baptist Health (AL), Alabama
113. Health Care Authority of Clarke County (AL), Alabama
114. Health Care Authority of Morgan County – City of Decatur (AL), Alabama
115. Health Care Authority of the City of Huntsville d/b/a HH Health System, et al. (AL), Alabama
116. Health Care Authority of the City of Huntsville d/b/a Hunstville Hospital (AL), Alabama
117. Health Care Authority of the City of Huntsville d/b/a Huntsville Hospital for Women and Children (AL), Alabama
118. Health Care Authority of the City of Huntsville d/b/a Madison Hospital (AL), Alabama
119. Henagar (AL), City of, Alabama
120. Henry (AL), County of, Alabama
121. HH Health System - Athens Limestone, LLC d/b/a Athens Limestone Hospital (AL), Alabama
122. HH Health System - Morgan, LLC d/b/a Decatur Morgan Hospital - Decatur and Decatur Morgan Hospital - Parkway (AL), Alabama
123. HH Health System - Shoals, LLC d/b/a Helen Keller Hospital and Red Bay Hospital (AL), Alabama
124. Homewood (AL), City of, Alabama
125. Hoover (AL), City of, Alabama
126. Houston (AL), County of, Alabama
127. Hueytown (AL), City of, Alabama
128. Huntsville (AL), City of, Alabama
129. J. Paul Jones Hospital (AL), Alabama
130. Jackson (AL), County of, Alabama
131. Jackson County Health Care Authority (AL), Alabama
132. Jacksonville (AL), City of, Alabama
133. Jasper (AL), City of, Alabama
134. Jefferson (AL), County of (Sheriff), Alabama
135. Jefferson (AL), County of, Alabama
136. Killen (AL), City of, Alabama

DRAFT – SUBJECT TO CHANGE FOR QUALITY CONTROL PURPOSES

137. Lamar (AL), County of (Sheriff), Alabama
138. Lamar (AL), County of, Alabama
139. Lanett (AL), City of, Alabama
140. Lauderdale (AL), County of, Alabama
141. Lawrence (AL), County of, Alabama
142. Leeds (AL), City of, Alabama
143. Leesburg (AL), City of, Alabama
144. Leighton (AL), Town of, Alabama
145. Level Plains (AL), City of, Alabama
146. Limestone (AL), County of, Alabama
147. Lincoln (AL), City of, Alabama
148. Linden (AL), City of, Alabama
149. Locust Fork (AL), Town of, Alabama
150. Louisville (AL), City of, Alabama
151. Lowndes (AL), County of, Alabama
152. Luverne (AL), City of, Alabama
153. Macon (AL), County of, Alabama
154. Madison (AL), City of, Alabama
155. Madison (AL), County of, Alabama
156. Marengo (AL), County of, Alabama
157. Marion (AL), City of, Alabama
158. Marion (AL), County of, Alabama
159. Marshall (AL), County of, Alabama
160. Marshall County Health Care Authority (AL), Alabama
161. McKenzie (AL), Town of, Alabama
162. Medical West Hospital Authority (AL), Alabama
163. Midfield (AL), City of, Alabama
164. Mobile (AL), City of, Alabama
165. Mobile (AL), County of, Alabama
166. Mobile County Board of Health and Family Oriented Primary Health Care Clinic (AL), Alabama
167. Mobile County Emergency Medical Services System Rescue Squad (AL), Alabama
168. Monroe (AL), County of, Alabama
169. Monroe County Health Care Authority (AL), Alabama
170. Monroeville (AL), City of, Alabama
171. Montgomery (AL), City of, Alabama
172. Montgomery (AL), County of, Alabama
173. Moody (AL), City of, Alabama
174. Morgan (AL), County of, Alabama
175. Moulton (AL), City of, Alabama
176. Mountain Brook (AL), City of, Alabama
177. Munford (AL), Town of, Alabama
178. Muscle Shoals (AL), City of, Alabama
179. Nauvoo (AL), City of, Alabama
180. New Hope (AL), City of, Alabama
181. Northport (AL), City of, Alabama
182. Oakman (AL), Town of, Alabama
183. Oneonta (AL), City of, Alabama
184. Opelika (AL), City of, Alabama
185. Opp (AL), City of, Alabama
186. Orange Beach (AL), City of, Alabama
187. Oxford (AL), City of, Alabama
188. Ozark (AL), City of, Alabama
189. Parrish (AL), City of, Alabama
190. Pell City (AL), City of, Alabama
191. Perry (AL), County of, Alabama
192. Phenix City (AL), City of, Alabama
193. Pickens (AL), County of, Alabama
194. Piedmont (AL), City of, Alabama
195. Pike (AL), County of, Alabama
196. Pleasant Grove (AL), City of, Alabama
197. Powell (AL), Town of, Alabama
198. Prattville (AL), City of, Alabama
199. Priceville (AL), Town of, Alabama
200. Prichard (AL), City of, Alabama
201. Ragland (AL), City of, Alabama
202. Rainbow City (AL), City of, Alabama
203. Rainsville (AL), City of, Alabama
204. Red Bay (AL), City of, Alabama
205. Robertsedale (AL), City of, Alabama
206. Rockford (AL), Town of, Alabama
207. Russell (AL), County of, Alabama
208. Russellville (AL), City of, Alabama
209. Satsuma (AL), City of, Alabama
210. Scottsboro (AL), City of, Alabama
211. Selma (AL), City of, Alabama
212. Sheffield (AL), City of, Alabama
213. Shelby (AL), County of, Alabama
214. Sipsy (AL), City of, Alabama
215. Slocomb (AL), City of, Alabama
216. Spanish Fort (AL), City of, Alabama
217. Springville (AL), City of, Alabama
218. St. Clair (AL), County of, Alabama
219. Sumiton (AL), City of, Alabama
220. Sumter (AL), County of, Alabama
221. Sweet Water (AL), Town of, Alabama
222. Sylacauga (AL), City of, Alabama
223. Sylacauga Health Care Authority (AL), Alabama

DRAFT – SUBJECT TO CHANGE FOR QUALITY CONTROL PURPOSES

224. Talladega (AL), City of, Alabama
225. Talladega (AL), County of, Alabama
226. Tallapoosa (AL), County of, Alabama
227. Tarrant (AL), City of, Alabama
228. Thomasville (AL), City of, Alabama
229. Tombigbee Health Care Authority (AL), Alabama
230. Troy (AL), City of, Alabama
231. Trussville (AL), City of, Alabama
232. Tuscaloosa (AL), City of, Alabama
233. Tuscaloosa (AL), County of, Alabama
234. Tuscumbia (AL), City of, Alabama
235. Tuskegee (AL), City of, Alabama
236. Union Springs (AL), City of, Alabama
237. Uniontown (AL), City of, Alabama
238. Vance (AL), Town of, Alabama
239. Vernon (AL), City of, Alabama
240. Vestavia Hills (AL), City of, Alabama
241. Walker (AL), County of, Alabama
242. Washington (AL), County of, Alabama
243. Weaver (AL), City of, Alabama
244. West Blocton (AL), Town of, Alabama
245. Wilcox (AL), County of, Alabama
246. Winfield (AL), City of, Alabama
247. Woodville (AL), Town of, Alabama
248. Yellow Bluff (AL), Town of, Alabama
249. Grande Prairie (AB), City of, Alberta
250. Arizona Counties Insurance Pool (AZ), Arizona
251. Arizona Municipal Risk Retention Pool (AZ), Arizona
252. Arizona School Alliance for Workers' Compensation, Inc. (AZ), Arizona
253. Apache (AZ), County of, Arizona
254. Bullhead City (AZ), City of, Arizona
255. Cochise (AZ), County of, Arizona
256. Coconino (AZ), County of, Arizona
257. Gila (AZ), County of, Arizona
258. Glendale (AZ), City of, Arizona
259. Graham (AZ), County of, Arizona
260. Greenlee (AZ), County of, Arizona
261. Kingman (AZ), City of, Arizona
262. La Paz (AZ), County of, Arizona
263. Maricopa (AZ), County of, Arizona
264. Mohave (AZ), County of, Arizona
265. Navajo (AZ), County of, Arizona
266. Phoenix (AZ), City of, Arizona
267. Pima (AZ), County of, Arizona
268. Pinal (AZ), County of, Arizona
269. Prescott (AZ), City of, Arizona
270. Santa Cruz (AZ), County of, Arizona
271. Surprise (AZ), City of, Arizona
272. Tucson (AZ), City of, Arizona
273. Yavapai (AZ), County of, Arizona
274. Yuma (AZ), County of, Arizona
275. Adona (AR), City of, Arkansas
276. Alexander (AR), City of, Arkansas
277. Alicia (AR), City of, Arkansas
278. Allport (AR), City of, Arkansas
279. Alma (AR), City of, Arkansas
280. Almyra (AR), City of, Arkansas
281. Alpena (AR), City of, Arkansas
282. Altheimer (AR), City of, Arkansas
283. Altus (AR), City of, Arkansas
284. Amagon (AR), City of, Arkansas
285. Amity (AR), City of, Arkansas
286. Anthonyville (AR), City of, Arkansas
287. Antoine (AR), City of, Arkansas
288. Arkadelphia (AR), City of, Arkansas
289. Arkansas (AR), County of, Arkansas
290. Arkansas City (AR), City of, Arkansas
291. Ash Flat (AR), City of, Arkansas
292. Ashdown (AR), City of, Arkansas
293. Ashley (AR), County of, Arkansas
294. Association of Arkansas Counties (AR), Arkansas
295. Association of Arkansas Counties Risk Management Fund (AR), Arkansas
296. Association of Arkansas Counties Workers' Compensation Trust (AR), Arkansas
297. Atkins (AR), City of, Arkansas
298. Aubrey (AR), City of, Arkansas
299. Augusta (AR), City of, Arkansas
300. Austin (AR), City of, Arkansas
301. Avoca (AR), City of, Arkansas
302. Bald Knob (AR), City of, Arkansas
303. Banks (AR), City of, Arkansas
304. Barling (AR), City of, Arkansas
305. Bassett (AR), City of, Arkansas
306. Batesville (AR), City of, Arkansas
307. Bauxite (AR), City of, Arkansas
308. Baxter (AR), County of, Arkansas
309. Bay (AR), City of, Arkansas
310. Bearden (AR), City of, Arkansas

DRAFT – SUBJECT TO CHANGE FOR QUALITY CONTROL PURPOSES

311. Beaver (AR), City of, Arkansas
312. Beebe (AR), City of, Arkansas
313. Beedeville (AR), City of, Arkansas
314. Bella Vista (AR), City of, Arkansas
315. Bellefonte (AR), City of, Arkansas
316. Belleville (AR), City of, Arkansas
317. Ben Lomond (AR), City of, Arkansas
318. Benton (AR), County of, Arkansas
319. Benton (AR), City of, Arkansas
320. Bentonville (AR), City of, Arkansas
321. Bergman (AR), City of, Arkansas
322. Berryville (AR), City of, Arkansas
323. Bethel Heights (AR), City of, Arkansas
324. Big Flat (AR), City of, Arkansas
325. Bigelow (AR), City of, Arkansas
326. Biggers (AR), City of, Arkansas
327. Birdsong (AR), City of, Arkansas
328. Biscoe (AR), City of, Arkansas
329. Black Oak (AR), City of, Arkansas
330. Black Rock (AR), City of, Arkansas
331. Black Springs (AR), City of, Arkansas
332. Blevins (AR), City of, Arkansas
333. Blue Eye (AR), City of, Arkansas
334. Blue Mountain (AR), City of, Arkansas
335. Bluff City (AR), City of, Arkansas
336. Blytheville (AR), City of, Arkansas
337. Bodcaw (AR), City of, Arkansas
338. Bonanza (AR), City of, Arkansas
339. Bono (AR), City of, Arkansas
340. Boone (AR), County of, Arkansas
341. Booneville (AR), City of, Arkansas
342. Bradford (AR), City of, Arkansas
343. Bradley (AR), County of, Arkansas
344. Bradley (AR), City of, Arkansas
345. Branch (AR), City of, Arkansas
346. Briarcliff (AR), City of, Arkansas
347. Brinkley (AR), City of, Arkansas
348. Brookland (AR), City of, Arkansas
349. Bryant (AR), City of, Arkansas
350. Buckner (AR), City of, Arkansas
351. Bull Shoals (AR), City of, Arkansas
352. Burdette (AR), City of, Arkansas
353. Cabot (AR), City of, Arkansas
354. Caddo Valley (AR), City of, Arkansas
355. Caldwell (AR), City of, Arkansas
356. Cale (AR), City of, Arkansas
357. Calhoun (AR), County of, Arkansas
358. Calico Rock (AR), City of, Arkansas
359. Calion (AR), City of, Arkansas
360. Camden (AR), City of, Arkansas
361. Cammack Village (AR), City of, Arkansas
362. Campbell Station (AR), City of, Arkansas
363. Caraway (AR), City of, Arkansas
364. Carlisle (AR), City of, Arkansas
365. Carroll (AR), County of, Arkansas
366. Carthage (AR), City of, Arkansas
367. Casa (AR), City of, Arkansas
368. Cash (AR), City of, Arkansas
369. Caulksville (AR), City of, Arkansas
370. Cave City (AR), City of, Arkansas
371. Cave Springs (AR), City of, Arkansas
372. Cedarville (AR), City of, Arkansas
373. Centerton (AR), City of, Arkansas
374. Central City (AR), City of, Arkansas
375. Charleston (AR), City of, Arkansas
376. Cherokee Village (AR), City of, Arkansas
377. Cherry Valley (AR), City of, Arkansas
378. Chester (AR), City of, Arkansas
379. Chicot (AR), County of, Arkansas
380. Chidester (AR), City of, Arkansas
381. Clarendon (AR), City of, Arkansas
382. Clark (AR), County of, Arkansas
383. Clarksville (AR), City of, Arkansas
384. Clay (AR), County of, Arkansas
385. Cleburne (AR), County of, Arkansas
386. Cleveland (AR), County of, Arkansas
387. Clinton (AR), City of, Arkansas
388. Coal Hill (AR), City of, Arkansas
389. Colt (AR), City of, Arkansas
390. Columbia (AR), County of, Arkansas
391. Concord (AR), City of, Arkansas
392. Conway (AR), County of, Arkansas
393. Conway (AR), City of, Arkansas
394. Corning (AR), City of, Arkansas
395. Cotter (AR), City of, Arkansas
396. Cotton Plant (AR), City of, Arkansas
397. Cove (AR), City of, Arkansas
398. Coy (AR), City of, Arkansas
399. Craighead (AR), County of, Arkansas
400. Crawford (AR), County of, Arkansas
401. Crawfordsville (AR), City of, Arkansas
402. Crittenden (AR), County of, Arkansas

DRAFT – SUBJECT TO CHANGE FOR QUALITY CONTROL PURPOSES

403. Cross (AR), County of, Arkansas
404. Crossett (AR), City of, Arkansas
405. Cushman (AR), City of, Arkansas
406. Daisy (AR), City of, Arkansas
407. Dallas (AR), County of, Arkansas
408. Damascus (AR), City of, Arkansas
409. Danville (AR), City of, Arkansas
410. Dardanelle (AR), City of, Arkansas
411. Datto (AR), City of, Arkansas
412. De Queen (AR), City of, Arkansas
413. Decatur (AR), City of, Arkansas
414. Delaplaine (AR), City of, Arkansas
415. Delight (AR), City of, Arkansas
416. Dell (AR), City of, Arkansas
417. Denning (AR), City of, Arkansas
418. Dermott (AR), City of, Arkansas
419. Des Arc (AR), City of, Arkansas
420. Desha (AR), County of, Arkansas
421. DeValls Bluff (AR), City of, Arkansas
422. Dewitt (AR), City of, Arkansas
423. Diamond City (AR), City of, Arkansas
424. Diaz (AR), City of, Arkansas
425. Dierks (AR), City of, Arkansas
426. Donaldson (AR), City of, Arkansas
427. Dover (AR), City of, Arkansas
428. Drew (AR), County of, Arkansas
429. Dumas (AR), City of, Arkansas
430. Dyer (AR), City of, Arkansas
431. Dyess (AR), City of, Arkansas
432. Earle (AR), City of, Arkansas
433. East Camden (AR), City of, Arkansas
434. Edmondson (AR), City of, Arkansas
435. Egypt (AR), City of, Arkansas
436. El Dorado (AR), City of, Arkansas
437. Elaine (AR), City of, Arkansas
438. Elkins (AR), City of, Arkansas
439. Elm Springs (AR), City of, Arkansas
440. Emerson (AR), City of, Arkansas
441. Emmet (AR), City of, Arkansas
442. England (AR), City of, Arkansas
443. Enola (AR), City of, Arkansas
444. Etowah (AR), City of, Arkansas
445. Eudora (AR), City of, Arkansas
446. Eureka Springs (AR), City of, Arkansas
447. Evening Shade (AR), City of, Arkansas
448. Everton (AR), City of, Arkansas
449. Fairfield Bay (AR), City of, Arkansas
450. Fargo (AR), City of, Arkansas
451. Farmington (AR), City of, Arkansas
452. Faulkner (AR), County of, Arkansas
453. Felsenthal (AR), City of, Arkansas
454. Fifty-Six (AR), City of, Arkansas
455. Fisher (AR), City of, Arkansas
456. Flippin (AR), City of, Arkansas
457. Fordyce (AR), City of, Arkansas
458. Foreman (AR), City of, Arkansas
459. Forrest City (AR), City of, Arkansas
460. Fort Smith (AR), City of, Arkansas
461. Fouke (AR), City of, Arkansas
462. Fountain Hill (AR), City of, Arkansas
463. Fountain Lake (AR), City of, Arkansas
464. Fourche (AR), City of, Arkansas
465. Franklin (AR), County of, Arkansas
466. Franklin (AR), City of, Arkansas
467. Friendship (AR), City of, Arkansas
468. Fulton (AR), County of, Arkansas
469. Fulton (AR), City of, Arkansas
470. Garfield (AR), City of, Arkansas
471. Garland (AR), County of, Arkansas
472. Garland (AR), City of, Arkansas
473. Garner (AR), City of, Arkansas
474. Gassville (AR), City of, Arkansas
475. Gateway (AR), City of, Arkansas
476. Gentry (AR), City of, Arkansas
477. Georgetown (AR), City of, Arkansas
478. Gilbert (AR), City of, Arkansas
479. Gillett (AR), City of, Arkansas
480. Gillham (AR), City of, Arkansas
481. Gilmore (AR), City of, Arkansas
482. Glenwood (AR), City of, Arkansas
483. Goshen (AR), City of, Arkansas
484. Gosnell (AR), City of, Arkansas
485. Gould (AR), City of, Arkansas
486. Grady (AR), City of, Arkansas
487. Grannis (AR), City of, Arkansas
488. Grant (AR), County of, Arkansas
489. Gravette (AR), City of, Arkansas
490. Green Forest (AR), City of, Arkansas
491. Greenbrier (AR), City of, Arkansas
492. Greene (AR), County of, Arkansas
493. Greenland (AR), City of, Arkansas
494. Greenway (AR), City of, Arkansas

DRAFT – SUBJECT TO CHANGE FOR QUALITY CONTROL PURPOSES

495. Greenwood (AR), City of, Arkansas
496. Greers Ferry (AR), City of, Arkansas
497. Griffithville (AR), City of, Arkansas
498. Grubbs (AR), City of, Arkansas
499. Guion (AR), City of, Arkansas
500. Gum Springs (AR), City of, Arkansas
501. Gurdon (AR), City of, Arkansas
502. Guy (AR), City of, Arkansas
503. Hackett (AR), City of, Arkansas
504. Hamburg (AR), City of, Arkansas
505. Hampton (AR), City of, Arkansas
506. Hardy (AR), City of, Arkansas
507. Harrell (AR), City of, Arkansas
508. Harrisburg (AR), City of, Arkansas
509. Harrison (AR), City of, Arkansas
510. Hartford (AR), City of, Arkansas
511. Hartman (AR), City of, Arkansas
512. Haskell (AR), City of, Arkansas
513. Hatfield (AR), City of, Arkansas
514. Havana (AR), City of, Arkansas
515. Haynes (AR), City of, Arkansas
516. Hazen (AR), City of, Arkansas
517. Heber Springs (AR), City of, Arkansas
518. Hector (AR), City of, Arkansas
519. Helena - West Helena (AR), City of, Arkansas
520. Hempstead (AR), County of, Arkansas
521. Hermitage (AR), City of, Arkansas
522. Hickory Ridge (AR), City of, Arkansas
523. Higden (AR), City of, Arkansas
524. Higginson (AR), City of, Arkansas
525. Highfill (AR), City of, Arkansas
526. Highland (AR), City of, Arkansas
527. Hindsville (AR), City of, Arkansas
528. Holland (AR), City of, Arkansas
529. Holly Grove (AR), City of, Arkansas
530. Hope (AR), City of, Arkansas
531. Horatio (AR), City of, Arkansas
532. Horseshoe Bend (AR), City of, Arkansas
533. Horseshoe Lake (AR), City of, Arkansas
534. Hot Spring (AR), County of, Arkansas
535. Hot Springs (AR), City of, Arkansas
536. Houston (AR), City of, Arkansas
537. Howard (AR), County of, Arkansas
538. Hoxie (AR), City of, Arkansas
539. Hughes (AR), City of, Arkansas
540. Humnoke (AR), City of, Arkansas
541. Humphrey (AR), City of, Arkansas
542. Hunter (AR), City of, Arkansas
543. Huntington (AR), City of, Arkansas
544. Huntsville (AR), City of, Arkansas
545. Huttig (AR), City of, Arkansas
546. Imboden (AR), City of, Arkansas
547. Independence (AR), County of, Arkansas
548. Izard (AR), County of, Arkansas
549. Jackson (AR), County of, Arkansas
550. Jacksonport (AR), City of, Arkansas
551. Jacksonville (AR), City of, Arkansas
552. Jasper (AR), City of, Arkansas
553. Jefferson (AR), County of, Arkansas
554. Jennette (AR), City of, Arkansas
555. Jericho (AR), City of, Arkansas
556. Jerome (AR), City of, Arkansas
557. Johnson (AR), County of, Arkansas
558. Johnson (AR), City of, Arkansas
559. Joiner (AR), City of, Arkansas
560. Jonesboro (AR), City of, Arkansas
561. Judsonia (AR), City of, Arkansas
562. Junction City (AR), City of, Arkansas
563. Keiser (AR), City of, Arkansas
564. Kensett (AR), City of, Arkansas
565. Keo (AR), City of, Arkansas
566. Kibler (AR), City of, Arkansas
567. Kingsland (AR), City of, Arkansas
568. Knobel (AR), City of, Arkansas
569. Knoxville (AR), City of, Arkansas
570. La Grange (AR), City of, Arkansas
571. Lafayette (AR), County of, Arkansas
572. Lafe (AR), City of, Arkansas
573. Lake City (AR), City of, Arkansas
574. Lake View (AR), City of, Arkansas
575. Lake Village (AR), City of, Arkansas
576. Lakeview (AR), City of, Arkansas
577. Lamar (AR), City of, Arkansas
578. Lavaca (AR), City of, Arkansas
579. Lawrence (AR), County of, Arkansas
580. Leachville (AR), City of, Arkansas
581. Lead Hill (AR), City of, Arkansas
582. Lee (AR), County of, Arkansas
583. Leola (AR), City of, Arkansas
584. Lepanto (AR), City of, Arkansas
585. Leslie (AR), City of, Arkansas
586. Letona (AR), City of, Arkansas

DRAFT – SUBJECT TO CHANGE FOR QUALITY CONTROL PURPOSES

587. Lewisville (AR), City of, Arkansas
588. Lexa (AR), City of, Arkansas
589. Lincoln (AR), County of, Arkansas
590. Lincoln (AR), City of, Arkansas
591. Little Flock (AR), City of, Arkansas
592. Little River (AR), County of, Arkansas
593. Little Rock (AR), City of, Arkansas
594. Lockesburg (AR), City of, Arkansas
595. Logan (AR), County of, Arkansas
596. London (AR), City of, Arkansas
597. Lonoke (AR), County of, Arkansas
598. Lonoke (AR), City of, Arkansas
599. Lonsdale (AR), City of, Arkansas
600. Louann (AR), City of, Arkansas
601. Lowell (AR), City of, Arkansas
602. Luxora (AR), City of, Arkansas
603. Lynn (AR), City of, Arkansas
604. Madison (AR), County of, Arkansas
605. Madison (AR), City of, Arkansas
606. Magazine (AR), City of, Arkansas
607. Magness (AR), City of, Arkansas
608. Magnolia (AR), City of, Arkansas
609. Malvern (AR), City of, Arkansas
610. Mammoth Spring (AR), City of, Arkansas
611. Manila (AR), City of, Arkansas
612. Mansfield (AR), City of, Arkansas
613. Marianna (AR), City of, Arkansas
614. Marie (AR), City of, Arkansas
615. Marion (AR), County of, Arkansas
616. Marion (AR), City of, Arkansas
617. Marked Tree (AR), City of, Arkansas
618. Marmaduke (AR), City of, Arkansas
619. Marshall (AR), City of, Arkansas
620. Marvell (AR), City of, Arkansas
621. Maumelle (AR), City of, Arkansas
622. Mayflower (AR), City of, Arkansas
623. Maynard (AR), City of, Arkansas
624. McCaskill (AR), City of, Arkansas
625. McCrory (AR), City of, Arkansas
626. McDougal (AR), City of, Arkansas
627. McGehee (AR), City of, Arkansas
628. McNab (AR), City of, Arkansas
629. McNeil (AR), City of, Arkansas
630. McRae (AR), City of, Arkansas
631. Melbourne (AR), City of, Arkansas
632. Mena (AR), City of, Arkansas
633. Menifee (AR), City of, Arkansas
634. Midland (AR), City of, Arkansas
635. Miller (AR), County of, Arkansas
636. Mineral Springs (AR), City of, Arkansas
637. Minturn (AR), City of, Arkansas
638. Mississippi (AR), County of, Arkansas
639. Mitchellville (AR), City of, Arkansas
640. Monette (AR), City of, Arkansas
641. Monroe (AR), County of, Arkansas
642. Montgomery (AR), County of, Arkansas
643. Monticello (AR), City of, Arkansas
644. Montrose (AR), City of, Arkansas
645. Moorefield (AR), City of, Arkansas
646. Moro (AR), City of, Arkansas
647. Morrilton (AR), City of, Arkansas
648. Morrison Bluff (AR), City of, Arkansas
649. Mount Ida (AR), City of, Arkansas
650. Mount Pleasant (AR), City of, Arkansas
651. Mount Vernon (AR), City of, Arkansas
652. Mountain Home (AR), City of, Arkansas
653. Mountain Pine (AR), City of, Arkansas
654. Mountain View (AR), City of, Arkansas
655. Mountainburg (AR), City of, Arkansas
656. Mulberry (AR), City of, Arkansas
657. Murfreesboro (AR), City of, Arkansas
658. Nashville (AR), City of, Arkansas
659. Nevada (AR), County of, Arkansas
660. Newark (AR), City of, Arkansas
661. Newport (AR), City of, Arkansas
662. Newton (AR), County of, Arkansas
663. Nimmons (AR), City of, Arkansas
664. Norfolk (AR), City of, Arkansas
665. Norman (AR), City of, Arkansas
666. Norphlet (AR), City of, Arkansas
667. North Little Rock (AR), City of, Arkansas
668. Oak Grove (AR), City of, Arkansas
669. Oak Grove Heights (AR), City of, Arkansas
670. Oakhaven (AR), City of, Arkansas
671. Oden (AR), City of, Arkansas
672. Ogden (AR), City of, Arkansas
673. Oil Trough (AR), City of, Arkansas
674. O'Kean (AR), City of, Arkansas
675. Okolona (AR), City of, Arkansas
676. Ola (AR), City of, Arkansas
677. Omaha (AR), City of, Arkansas
678. Oppelo (AR), City of, Arkansas

DRAFT – SUBJECT TO CHANGE FOR QUALITY CONTROL PURPOSES

679. Osceola (AR), City of, Arkansas
680. Ouachita (AR), County of, Arkansas
681. Oxford (AR), City of, Arkansas
682. Ozan (AR), City of, Arkansas
683. Ozark (AR), City of, Arkansas
684. Palestine (AR), City of, Arkansas
685. Pangburn (AR), City of, Arkansas
686. Paragould (AR), City of, Arkansas
687. Paris (AR), City of, Arkansas
688. Parkdale (AR), City of, Arkansas
689. Parkin (AR), City of, Arkansas
690. Patmos (AR), City of, Arkansas
691. Patterson (AR), City of, Arkansas
692. Pea Ridge (AR), City of, Arkansas
693. Peach Orchard (AR), City of, Arkansas
694. Perla (AR), City of, Arkansas
695. Perry (AR), County of, Arkansas
696. Perry (AR), City of, Arkansas
697. Perrytown (AR), City of, Arkansas
698. Perryville (AR), City of, Arkansas
699. Phillips (AR), County of, Arkansas
700. Piggott (AR), City of, Arkansas
701. Pike (AR), County of, Arkansas
702. Pindall (AR), City of, Arkansas
703. Pine Bluff (AR), City of, Arkansas
704. Pineville (AR), City of, Arkansas
705. Plainview (AR), City of, Arkansas
706. Pleasant Plains (AR), City of, Arkansas
707. Plumerville (AR), City of, Arkansas
708. Pocahontas (AR), City of, Arkansas
709. Poinsett (AR), County of, Arkansas
710. Polk (AR), County of, Arkansas
711. Pollard (AR), City of, Arkansas
712. Pope (AR), County of, Arkansas
713. Portia (AR), City of, Arkansas
714. Portland (AR), City of, Arkansas
715. Pottsville (AR), City of, Arkansas
716. Powhatan (AR), City of, Arkansas
717. Poyen (AR), City of, Arkansas
718. Prairie (AR), County of, Arkansas
719. Prairie Grove (AR), City of, Arkansas
720. Prattsville (AR), City of, Arkansas
721. Prescott (AR), City of, Arkansas
722. Pulaski (AR), County of, Arkansas
723. Pyatt (AR), City of, Arkansas
724. Quitman (AR), City of, Arkansas
725. Randolph (AR), County of, Arkansas
726. Ratcliff (AR), City of, Arkansas
727. Ravenden (AR), City of, Arkansas
728. Ravenden Springs (AR), City of, Arkansas
729. Rector (AR), City of, Arkansas
730. Redfield (AR), City of, Arkansas
731. Reed (AR), City of, Arkansas
732. Reyno (AR), City of, Arkansas
733. Rison (AR), City of, Arkansas
734. Rockport (AR), City of, Arkansas
735. Roe (AR), City of, Arkansas
736. Rogers (AR), City of, Arkansas
737. Rondo (AR), City of, Arkansas
738. Rose Bud (AR), City of, Arkansas
739. Rosston (AR), City of, Arkansas
740. Rudy (AR), City of, Arkansas
741. Russell (AR), City of, Arkansas
742. Russellville (AR), City of, Arkansas
743. Salem (AR), City of, Arkansas
744. Salesville (AR), City of, Arkansas
745. Saline (AR), County of, Arkansas
746. Scott (AR), County of, Arkansas
747. Scranton (AR), City of, Arkansas
748. Searcy (AR), County of, Arkansas
749. Searcy (AR), City of, Arkansas
750. Sebastian (AR), County of, Arkansas
751. Sedgwick (AR), City of, Arkansas
752. Sevier (AR), County of, Arkansas
753. Shannon Hills (AR), City of, Arkansas
754. Sharp (AR), County of, Arkansas
755. Sheridan (AR), City of, Arkansas
756. Sherrill (AR), City of, Arkansas
757. Sherwood (AR), City of, Arkansas
758. Shirley (AR), City of, Arkansas
759. Sidney (AR), City of, Arkansas
760. Siloam Springs (AR), City of, Arkansas
761. Smackover (AR), City of, Arkansas
762. Smithville (AR), City of, Arkansas
763. South Lead Hill (AR), City of, Arkansas
764. Sparkman (AR), City of, Arkansas
765. Springdale (AR), City of, Arkansas
766. Springtown (AR), City of, Arkansas
767. St. Charles (AR), City of, Arkansas
768. St. Francis (AR), County of, Arkansas
769. St. Francis (AR), City of, Arkansas
770. St. Joe (AR), City of, Arkansas

DRAFT – SUBJECT TO CHANGE FOR QUALITY CONTROL PURPOSES

771. St. Paul (AR), City of, Arkansas
772. Stamps (AR), City of, Arkansas
773. Star City (AR), City of, Arkansas
774. Stephens (AR), City of, Arkansas
775. Stone (AR), County of, Arkansas
776. Strawberry (AR), City of, Arkansas
777. Strong (AR), City of, Arkansas
778. Stuttgart (AR), City of, Arkansas
779. Subiaco (AR), City of, Arkansas
780. Success (AR), City of, Arkansas
781. Sulphur Rock (AR), City of, Arkansas
782. Sulphur Springs (AR), City of, Arkansas
783. Summit (AR), City of, Arkansas
784. Sunset (AR), City of, Arkansas
785. Swifton (AR), City of, Arkansas
786. Taylor (AR), City of, Arkansas
787. Texarkana (AR), City of, Arkansas
788. Thornton (AR), City of, Arkansas
789. Tillar (AR), City of, Arkansas
790. Tinsman (AR), City of, Arkansas
791. Tollette (AR), City of, Arkansas
792. Tontitown (AR), City of, Arkansas
793. Traskwood (AR), City of, Arkansas
794. Trumann (AR), City of, Arkansas
795. Tuckerman (AR), City of, Arkansas
796. Tull (AR), City of, Arkansas
797. Tupelo (AR), City of, Arkansas
798. Turrell (AR), City of, Arkansas
799. Twin Groves (AR), City of, Arkansas
800. Tyronza (AR), City of, Arkansas
801. Ulm (AR), City of, Arkansas
802. Union (AR), County of, Arkansas
803. Valley Springs (AR), City of, Arkansas
804. Van Buren (AR), County of, Arkansas
805. Van Buren (AR), City of, Arkansas
806. Vandervoort (AR), City of, Arkansas
807. Victoria (AR), City of, Arkansas
808. Vilonia (AR), City of, Arkansas
809. Viola (AR), City of, Arkansas
810. Wabbaseka (AR), City of, Arkansas
811. Waldenburg (AR), City of, Arkansas
812. Waldo (AR), City of, Arkansas
813. Waldron (AR), City of, Arkansas
814. Walnut Ridge (AR), City of, Arkansas
815. Ward (AR), City of, Arkansas
816. Warren (AR), City of, Arkansas
817. Washington (AR), County of, Arkansas
818. Washington (AR), City of, Arkansas
819. Watson (AR), City of, Arkansas
820. Weiner (AR), City of, Arkansas
821. Weldon (AR), City of, Arkansas
822. West Fork (AR), City of, Arkansas
823. West Memphis (AR), City of, Arkansas
824. West Point (AR), City of, Arkansas
825. Western Grove (AR), City of, Arkansas
826. Wheatley (AR), City of, Arkansas
827. Whelen Springs (AR), City of, Arkansas
828. White (AR), County of, Arkansas
829. White Hall (AR), City of, Arkansas
830. Wickes (AR), City of, Arkansas
831. Widener (AR), City of, Arkansas
832. Wiederkehr Village (AR), City of, Arkansas
833. Williford (AR), City of, Arkansas
834. Willisville (AR), City of, Arkansas
835. Wilmar (AR), City of, Arkansas
836. Wilmot (AR), City of, Arkansas
837. Wilson (AR), City of, Arkansas
838. Wilton (AR), City of, Arkansas
839. Winchester (AR), City of, Arkansas
840. Winslow (AR), City of, Arkansas
841. Winthrop (AR), City of, Arkansas
842. Woodruff (AR), County of, Arkansas
843. Wooster (AR), City of, Arkansas
844. Wrightsville (AR), City of, Arkansas
845. Wynne (AR), City of, Arkansas
846. Yell (AR), County of, Arkansas
847. Yellville (AR), City of, Arkansas
848. Zinc (AR), City of, Arkansas
849. Alameda (CA), County of, California
850. Amador (CA), County of, California
851. Anaheim (CA), City of, California
852. Butte (CA), County of, California
853. Calaveras (CA), County of, California
854. Central California Alliance for Health (CA), California
855. Chico (CA), City of, California
856. Chula Vista (CA), City of, California
857. Clearlake (CA), City of, California
858. Commission On Medical Care d/b/a Partnership HealthPlan of California (CA), California
859. Contra Costa (CA), County of, California

DRAFT – SUBJECT TO CHANGE FOR QUALITY CONTROL PURPOSES

860. Costa Mesa (CA), City of, California
861. Del Norte (CA), County of, California
862. Downey Unified School District (CA), California
863. Dublin. (CA), City of, California
864. El Dorado (CA), County of, California
865. El Monte (CA), City of, California
866. Elk Grove Unified School District (CA), California
867. Encinitas (CA), City of, California
868. Eureka (CA), City of, California
869. Fresno (CA), County of, California
870. Fullerton (CA), City of, California
871. Glenn (CA), County of, California
872. Health Plan of San Joaquin (CA), California
873. Humboldt (CA), County of, California
874. Huntington Beach (CA), City of, California
875. Imperial (CA), County of, California
876. Inland Empire Health Plan (CA), California
877. Inyo (CA), County of, California
878. Irvine (CA), City of, California
879. Kern (CA), County of, California
880. Kern High School District (CA), California
881. La Habra (CA), City of, California
882. La Mesa (CA), City of, California
883. Laguna Beach (CA), City of, California
884. Lakeport (CA), City of, California
885. Lassen (CA), County of, California
886. Local Initiative Health Authority For Los Angeles County (CA), California
887. Los Angeles (CA), City of, California
888. Los Angeles (CA), County of, California
889. Madera (CA), County of, California
890. Marin (CA), County of, California
891. Mariposa (CA), County of, California
892. Mendocino (CA), County of, California
893. Merced (CA), County of, California
894. Modoc (CA), County of, California
895. Mono (CA), County of, California
896. Monterey (CA), County of, California
897. Montezuma Fire Protection District (CA), California
898. Murrieta (CA), City of, California
899. Napa (CA), County of, California
900. Nevada (CA), County of, California
901. Oakland (CA), City of, California
902. Orange (CA), County of, California
903. Oxnard (CA), City of, California
904. Placentia (CA), City of, California
905. Placer (CA), County of, California
906. Plumas (CA), County of, California
907. Riverside (CA), County of, California
908. Sacramento (CA), City of, California
909. Sacramento (CA), County of, California
910. San Benito (CA), County of, California
911. San Bernardino (CA), County of, California
912. San Clemente (CA), City of, California
913. San Diego (CA), City of, California
914. San Diego (CA), County of, California
915. San Francisco (CA), County of, California
916. San Joaquin (CA), County of, California
917. San Jose (CA), City of, California
918. San Luis Obispo (CA), County of, California
919. San Mateo (CA), County of, California
920. Santa Ana (CA), City of, California
921. Santa Barbara (CA), County of, California
922. Santa Barbara San Luis Obispo Regional Health Authority (CA), California
923. Santa Clara (CA), County of, California
924. Santa Cruz (CA), County of, California
925. Shasta (CA), County of, California
926. Siskiyou (CA), County of, California
927. Sonoma (CA), County of, California
928. Stockton (CA), City of, California
929. Sutter (CA), County of, California
930. Tehama (CA), County of, California
931. Trinity (CA), County of, California
932. Tulare (CA), County of, California
933. Tuolumne (CA), County of, California
934. Ventura (CA), County of, California
935. Ventura County Medi-Cal Managed Care Commission d/b/a Gold Coast Health Plan (CA), California
936. Westminster (CA), City of, California
937. Yolo (CA), County of, California
938. Yuba (CA), County of, California
939. Adams (CO), County of, Colorado
940. Alamosa (CO), City of, Colorado

DRAFT – SUBJECT TO CHANGE FOR QUALITY CONTROL PURPOSES

941. Alamosa (CO), County of, Colorado
942. Arapahoe (CO), County of, Colorado
943. Aurora (CO), City of, Colorado
944. Black Hawk (CO), City of, Colorado
945. Boulder (CO), County of, Colorado
946. Brighton (CO), City of, Colorado
947. Broomfield (CO), County of, Colorado
948. Chaffee (CO), County of, Colorado
949. Commerce City (CO), City of, Colorado
950. Conejos (CO), County of, Colorado
951. Crowley (CO), County of, Colorado
952. Denver (CO), County of, Colorado
953. Federal Heights (CO), City of, Colorado
954. Fremont (CO), County of, Colorado
955. Greeley (CO), City of, Colorado
956. Hudson (CO), Town of, Colorado
957. Huerfano (CO), County of, Colorado
958. Jefferson (CO), County of, Colorado
959. Lakewood (CO), City of, Colorado
960. Larimer (CO), County of, Colorado
961. Las Animas (CO), County of, Colorado
962. Mesa (CO), County of, Colorado
963. Mesa County Valley School District 51 (CO), Colorado
964. Northglenn (CO), City of, Colorado
965. Otero (CO), County of, Colorado
966. Pueblo (CO), County of, Colorado
967. Sheridan (CO), City of, Colorado
968. Teller (CO), County of, Colorado
969. Thornton (CO), City of, Colorado
970. Tri-County Health Department (CO), Colorado
971. Westminster (CO), City of, Colorado
972. Wheat Ridge (CO), City of, Colorado
973. Ansonia (CT), City of, Connecticut
974. Beacon Falls (CT), Town of, Connecticut
975. Berlin (CT), Town of, Connecticut
976. Bethlehem (CT), Town of, Connecticut
977. Bridgeport (CT), City of, Connecticut
978. Bristol (CT), City of, Connecticut
979. Coventry (CT), Town of, Connecticut
980. Danbury (CT), City of, Connecticut
981. Derby (CT), City of, Connecticut
982. East Hartford (CT), Town of, Connecticut
983. Enfield (CT), Town of, Connecticut
984. Fairfield (CT), Town of, Connecticut
985. Middlebury (CT), Town of, Connecticut
986. Middletown (CT), City of, Connecticut
987. Milford (CT), City of, Connecticut
988. Monroe (CT), Town of, Connecticut
989. Naugatuck (CT), Borough of, Connecticut
990. New Britain (CT), City of, Connecticut
991. New Haven (CT), City of, Connecticut
992. New London (CT), City of, Connecticut
993. New Milford (CT), Town of, Connecticut
994. Newtown (CT), Town of, Connecticut
995. North Haven (CT), Town of, Connecticut
996. Norwalk (CT), City of, Connecticut
997. Norwich (CT), City of, Connecticut
998. Oxford (CT), Town of, Connecticut
999. Prospect (CT), Town of, Connecticut
1000. Roxbury (CT), Town of, Connecticut
1001. Seymour (CT), Town of, Connecticut
1002. Shelton (CT), City of, Connecticut
1003. Southbury (CT), Town of, Connecticut
1004. Southington (CT), Town of, Connecticut
1005. Stratford (CT), Town of, Connecticut
1006. Thomaston (CT), Town of, Connecticut
1007. Tolland (CT), Town of, Connecticut
1008. Torrington (CT), City of, Connecticut
1009. Wallingford (CT), Town of, Connecticut
1010. Waterbury (CT), City of, Connecticut
1011. West Haven (CT), City of, Connecticut
1012. Wethersfield (CT), Town of, Connecticut
1013. Windham (CT), Town of, Connecticut
1014. Wolcott (CT), Town of, Connecticut
1015. Woodbury (CT), Town of, Connecticut
1016. Dover (DE), City of, Delaware
1017. Kent (DE), County of, Delaware
1018. Seaford (DE), City of, Delaware
1019. Sussex (DE), County of, Delaware
1020. Alachua (FL), County of, Florida
1021. Apopka (FL), City of, Florida
1022. Bay (FL), County of, Florida
1023. Bradenton (FL), City of, Florida
1024. Bradford (FL), County of, Florida
1025. Brevard (FL), County of, Florida
1026. Broward (FL), County of, Florida
1027. Calhoun (FL), County of, Florida
1028. Clay (FL), County of, Florida
1029. Clearwater (FL), City of, Florida
1030. Coconut Creek (FL), City of, Florida
1031. Coral Gables (FL), City of, Florida

DRAFT – SUBJECT TO CHANGE FOR QUALITY CONTROL PURPOSES

- 1032. Coral Springs (FL), City of, Florida
- 1033. Daytona Beach (FL), City of, Florida
- 1034. Daytona Beach Shores (FL), City of, Florida
- 1035. Deerfield Beach (FL), City of, Florida
- 1036. Delray Beach (FL), City of, Florida
- 1037. Deltona (FL), City of, Florida
- 1038. Dixie (FL), County of, Florida
- 1039. Eatonville (FL), Town of, Florida
- 1040. Escambia (FL), County of, Florida
- 1041. Florida City (FL), City of, Florida
- 1042. Fort Lauderdale (FL), City of, Florida
- 1043. Fort Pierce (FL), City of, Florida
- 1044. Gilchrist (FL), County of, Florida
- 1045. Gulf (FL), County of, Florida
- 1046. Halifax Hospital Medical Center (FL), Florida
- 1047. Hallandale Beach (FL), City of, Florida
- 1048. Hamilton (FL), County of, Florida
- 1049. Hernando (FL), County of, Florida
- 1050. Hillsborough (FL), County of, Florida
- 1051. Holmes (FL), County of, Florida
- 1052. Homestead (FL), City of, Florida
- 1053. Jackson (FL), County of, Florida
- 1054. Jacksonville (FL), City of, Florida
- 1055. Lake (FL), County of, Florida
- 1056. Lauderhill (FL), City of, Florida
- 1057. Lee (FL), County of, Florida
- 1058. Lee Memorial Health System d/b/a Lee Health (FL), Florida
- 1059. Leon (FL), County of, Florida
- 1060. Levy (FL), County of, Florida
- 1061. Lynn Haven (FL), City of, Florida
- 1062. Manatee (FL), County of, Florida
- 1063. Marion (FL), County of, Florida
- 1064. Miami (FL), City of, Florida
- 1065. Miami Gardens (FL), City of, Florida
- 1066. Miami-Dade (FL), County of, Florida
- 1067. Miami-Dade County School Board (FL), Florida
- 1068. Miramar (FL), City of, Florida
- 1069. Monroe (FL), County of, Florida
- 1070. New Port Richey (FL), City of, Florida
- 1071. Niceville (FL), City of, Florida
- 1072. North Broward Hospital District (FL), Florida
- 1073. North Miami (FL), City of, Florida
- 1074. Ocala (FL), City of, Florida
- 1075. Ocoee (FL), City of, Florida
- 1076. Okaloosa (FL), County of, Florida
- 1077. Orange (FL), County of, Florida
- 1078. Orlando (FL), City of, Florida
- 1079. Ormond Beach (FL), City of, Florida
- 1080. Osceola (FL), County of, Florida
- 1081. Oviedo (FL), City of, Florida
- 1082. Palatka (FL), City of, Florida
- 1083. Palm Bay (FL), City of, Florida
- 1084. Palm Beach (FL), County of, Florida
- 1085. Palmetto (FL), City of, Florida
- 1086. Panama City (FL), City of, Florida
- 1087. Pasco (FL), County of, Florida
- 1088. Pembroke Pines (FL), City of, Florida
- 1089. Pensacola (FL), City of, Florida
- 1090. Pinellas (FL), County of, Florida
- 1091. Pinellas Park (FL), City of, Florida
- 1092. Polk (FL), County of, Florida
- 1093. Pompano Beach (FL), City of, Florida
- 1094. Port St. Lucie (FL), City of, Florida
- 1095. Putnam (FL), County of, Florida
- 1096. Sanford (FL), City of, Florida
- 1097. Santa Rosa (FL), County of, Florida
- 1098. Sarasota (FL), City of, Florida
- 1099. Sarasota (FL), County of, Florida
- 1100. Sarasota County Public Hospital District (FL), Florida
- 1101. Seminole (FL), County of, Florida
- 1102. South Florida Behavioral Health Network (FL), Florida
- 1103. St. Augustine (FL), City of, Florida
- 1104. St. Johns (FL), County of, Florida
- 1105. St. Lucie (FL), County of, Florida
- 1106. St. Petersburg (FL), City of, Florida
- 1107. Stuart (FL), City of, Florida
- 1108. Suwannee (FL), County of, Florida
- 1109. Sweetwater (FL), City of, Florida
- 1110. Tallahassee (FL), City of, Florida
- 1111. Tampa (FL), City of, Florida
- 1112. Taylor (FL), County of, Florida
- 1113. Union (FL), County of, Florida
- 1114. Volusia (FL), County of, Florida
- 1115. Walton (FL), County of, Florida
- 1116. Washington (FL), County of, Florida
- 1117. West Volusia Hospital Authority (FL), Florida

DRAFT – SUBJECT TO CHANGE FOR QUALITY CONTROL PURPOSES

- 1118. Adel (GA), City of, Georgia
- 1119. Albany (GA), City of, Georgia
- 1120. Alma (GA), City of, Georgia
- 1121. Appling (GA), County of (Sheriff), Georgia
- 1122. Appling (GA), County of, Georgia
- 1123. Arlington (GA), City of, Georgia
- 1124. Athens-Clarke (GA), County of, Georgia
- 1125. Atkinson (GA), County of, Georgia
- 1126. Atlanta (GA), City of, Georgia
- 1127. Augusta (GA), City of, Georgia
- 1128. Bacon (GA), County of, Georgia
- 1129. Bacon County Hospital Foundation (GA), Georgia
- 1130. Bainbridge (GA), City of, Georgia
- 1131. Baldwin (GA), County of (Sheriff), Georgia
- 1132. Banks (GA), County of, Georgia
- 1133. Bartow (GA), County of, Georgia
- 1134. Ben Hill (GA), County of, Georgia
- 1135. Berrien (GA), County of, Georgia
- 1136. Bibb (GA), County of (Sheriff), Georgia
- 1137. Bibb County School District (GA), Georgia
- 1138. Blackshear (GA), City of, Georgia
- 1139. Blakely (GA), City of, Georgia
- 1140. Brantley (GA), County of, Georgia
- 1141. Brooks (GA), County of, Georgia
- 1142. Brunswick (GA), City of, Georgia
- 1143. Bulloch (GA), County of, Georgia
- 1144. Burke (GA), County of, Georgia
- 1145. Butts (GA), County of, Georgia
- 1146. Camden (GA), County of, Georgia
- 1147. Candler (GA), County of, Georgia
- 1148. Candler County Hospital Authority (GA), Georgia
- 1149. Carroll (GA), County of, Georgia
- 1150. Cartersville (GA), City of, Georgia
- 1151. Catoosa (GA), County of, Georgia
- 1152. Charlton (GA), County of, Georgia
- 1153. Chatham (GA), County of, Georgia
- 1154. Chatham County Hospital Authority (GA), Georgia
- 1155. Chattooga (GA), County of, Georgia
- 1156. Cherokee (GA), County of, Georgia
- 1157. Clay (GA), County of, Georgia
- 1158. Clayton (GA), County of, Georgia
- 1159. Clinch (GA), County of, Georgia
- 1160. Clinch County Hospital Authority (GA), Georgia
- 1161. Cobb (GA), County of, Georgia
- 1162. Coffee (GA), County of (Sheriff), Georgia
- 1163. Columbia (GA), County of, Georgia
- 1164. Columbus (GA), City of, Georgia
- 1165. Cook (GA), County of, Georgia
- 1166. Crawford (GA), County of (Sheriff), Georgia
- 1167. Crisp (GA), County of (Sheriff), Georgia
- 1168. Crisp (GA), County of, Georgia
- 1169. Dade (GA), County of, Georgia
- 1170. Damascus (GA), City of, Georgia
- 1171. Dawson (GA), City of, Georgia
- 1172. Dawson (GA), County of, Georgia
- 1173. Decatur (GA), County of, Georgia
- 1174. DeKalb (GA), County of, Georgia
- 1175. Demorest (GA), City of, Georgia
- 1176. Dodge County Hospital Authority (GA), Georgia
- 1177. Dooly (GA), County of, Georgia
- 1178. Doraville (GA), City of, Georgia
- 1179. Dougherty (GA), County of, Georgia
- 1180. Douglas (GA), County of, Georgia
- 1181. Dunwoody (GA), City of, Georgia
- 1182. Early (GA), County of, Georgia
- 1183. Echols (GA), County of, Georgia
- 1184. Effingham (GA), County of, Georgia
- 1185. Elbert (GA), County of, Georgia
- 1186. Emanuel (GA), County of, Georgia
- 1187. Evans (GA), County of, Georgia
- 1188. Evans Memorial Hospital, Inc. (GA), Georgia
- 1189. Fannin (GA), County of, Georgia
- 1190. Fayette (GA), County of, Georgia
- 1191. Fitzgerald (GA), City of, Georgia
- 1192. Floyd (GA), County of, Georgia
- 1193. Forsyth (GA), County of, Georgia
- 1194. Fulton (GA), County of, Georgia
- 1195. Gainesville (GA), City of, Georgia
- 1196. Glascock (GA), County of, Georgia
- 1197. Glynn (GA), County of (Sheriff), Georgia
- 1198. Glynn (GA), County of, Georgia
- 1199. Grady (GA), County of, Georgia

DRAFT – SUBJECT TO CHANGE FOR QUALITY CONTROL PURPOSES

1200. Greene (GA), County of, Georgia
1201. Gwinnett (GA), County of, Georgia
1202. Habersham (GA), County of, Georgia
1203. Habersham County Medical Center (GA), Georgia
1204. Hall (GA), County of, Georgia
1205. Hancock (GA), County of, Georgia
1206. Harris (GA), County of (Sheriff), Georgia
1207. Heard (GA), County of, Georgia
1208. Henry (GA), County of, Georgia
1209. Hospital Authority of Bainbridge and Decatur County (GA), Georgia
1210. Hospital Authority of Baxley and Appling County (GA), Georgia
1211. Hospital Authority of Bleckley County (GA), Georgia
1212. Hospital Authority of Valdosta and Lowndes County (GA), Georgia
1213. Hospital Authority of Wayne County (GA), Georgia
1214. Houston (GA), County of (Sheriff), Georgia
1215. Houston (GA), County of, Georgia
1216. Irwin (GA), County of, Georgia
1217. Jackson (GA), County of, Georgia
1218. Jasper (GA), County of, Georgia
1219. Jeff Davis (GA), County of (Sheriff), Georgia
1220. Jeff Davis (GA), County of, Georgia
1221. Jefferson (GA), County of, Georgia
1222. Johnson (GA), County of, Georgia
1223. Jones (GA), County of (Sheriff), Georgia
1224. Jones (GA), County of, Georgia
1225. Lakeland (GA), City of, Georgia
1226. Lanier (GA), County of, Georgia
1227. Laurens (GA), County of (Sheriff), Georgia
1228. Laurens (GA), County of, Georgia
1229. Lee (GA), County of, Georgia
1230. Liberty (GA), County of, Georgia
1231. Lincoln (GA), County of, Georgia
1232. Long (GA), County of, Georgia
1233. Lowndes (GA), County of, Georgia
1234. Lumpkin (GA), County of, Georgia
1235. Macon (GA), County of, Georgia
1236. Macon-Bibb (GA), County of, Georgia
1237. Madison (GA), County of, Georgia
1238. McDuffie (GA), County of, Georgia
1239. McIntosh (GA), County of, Georgia
1240. Meriwether (GA), County of (Sheriff), Georgia
1241. Meriwether (GA), County of, Georgia
1242. Milledgeville (GA), City of, Georgia
1243. Monroe (GA), County of, Georgia
1244. Montgomery (GA), County of, Georgia
1245. Murray (GA), County of (Sheriff), Georgia
1246. Nashville (GA), City of, Georgia
1247. Newton (GA), County of, Georgia
1248. Oconee (GA), County of (Sheriff), Georgia
1249. Oconee (GA), County of, Georgia
1250. Oglethorpe (GA), County of, Georgia
1251. Peach (GA), County of (Sheriff), Georgia
1252. Peach (GA), County of, Georgia
1253. Pierce (GA), County of (Sheriff), Georgia
1254. Pierce (GA), County of, Georgia
1255. Pike (GA), County of, Georgia
1256. Polk (GA), County of, Georgia
1257. Pooler (GA), City of, Georgia
1258. Pulaski (GA), County of, Georgia
1259. Rabun (GA), County of, Georgia
1260. Randolph (GA), County of, Georgia
1261. Richmond Hill (GA), City of, Georgia
1262. Rockdale (GA), County of, Georgia
1263. Rome (GA), City of, Georgia
1264. Sandy Springs (GA), City of, Georgia
1265. Savannah (GA), City of, Georgia
1266. Schley (GA), County of, Georgia
1267. Screven (GA), County of (Sheriff), Georgia
1268. Screven (GA), County of, Georgia
1269. Seminole (GA), County of, Georgia
1270. Spalding (GA), County of, Georgia
1271. Springfield (GA), City of, Georgia
1272. Stephens (GA), County of, Georgia
1273. Sumter (GA), County of, Georgia
1274. Taliaferro (GA), County of, Georgia
1275. Tattnall (GA), County of, Georgia
1276. Telfair (GA), County of (Sheriff), Georgia

DRAFT – SUBJECT TO CHANGE FOR QUALITY CONTROL PURPOSES

1277. Tift (GA), County of (Sheriff), Georgia
1278. Tifton (GA), City of, Georgia
1279. Toombs (GA), County of, Georgia
1280. Towns (GA), County of, Georgia
1281. Troup (GA), County of, Georgia
1282. Twiggs (GA), County of, Georgia
1283. Union (GA), County of, Georgia
1284. Walton (GA), County of, Georgia
1285. Ware (GA), County of (Sheriff), Georgia
1286. Warren (GA), County of, Georgia
1287. Warwick (GA), City of, Georgia
1288. Washington (GA), County of, Georgia
1289. Wayne (GA), County of (Sheriff), Georgia
1290. Wayne (GA), County of, Georgia
1291. Whitfield (GA), County of, Georgia
1292. Wilcox (GA), County of, Georgia
1293. Wilkes (GA), County of, Georgia
1294. Wilkinson (GA), County of, Georgia
1295. Woodbury (GA), City of, Georgia
1296. Worth (GA), County of, Georgia
1297. Hawai'i (HI), County of, Hawai'i
1298. Kaua'i (HI), County of, Hawai'i
1299. Ada (ID), County of, Idaho
1300. Adams (ID), County of, Idaho
1301. Bannock (ID), County of, Idaho
1302. Bingham (ID), County of, Idaho
1303. Blaine (ID), County of, Idaho
1304. Boise (ID), City of, Idaho
1305. Boise (ID), County of, Idaho
1306. Bonneville (ID), County of, Idaho
1307. Camas (ID), County of, Idaho
1308. Canyon (ID), County of, Idaho
1309. Caribou (ID), County of, Idaho
1310. Cassia (ID), County of, Idaho
1311. Chubbuck (ID), City of, Idaho
1312. Elmore (ID), County of, Idaho
1313. Gooding (ID), County of, Idaho
1314. Latah (ID), County of, Idaho
1315. Minidoka (ID), County of, Idaho
1316. Owyhee (ID), County of, Idaho
1317. Payette (ID), County of, Idaho
1318. Pocatello (ID), City of, Idaho
1319. Preston (ID), City of, Idaho
1320. Twin Falls (ID), City of, Idaho
1321. Twin Falls (ID), County of, Idaho
1322. Addison (IL), Village of, Illinois
1323. Alexander (IL), County of, Illinois
1324. Algonquin (IL), Village of, Illinois
1325. Algonquin – Lake in the Hills Fire Protection District (IL), Illinois
1326. Anna (IL), City of, Illinois
1327. Arlington Heights (IL), Village of, Illinois
1328. Barrington (IL), Village of, Illinois
1329. Bartlett (IL), Village of, Illinois
1330. Bartlett Fire Protection District (IL), Illinois
1331. Batavia (IL), City of, Illinois
1332. Beach Park (IL), Village of, Illinois
1333. Bedford Park (IL), Village of, Illinois
1334. Beecher (IL), Village of, Illinois
1335. Bellwood (IL), Village of, Illinois
1336. Bensenville (IL), Village of, Illinois
1337. Benton (IL), City of, Illinois
1338. Berkeley (IL), Village of, Illinois
1339. Berwyn (IL), City of, Illinois
1340. Bloomingdale (IL), Village of, Illinois
1341. Bloomington (IL), Village of, Illinois
1342. Board of Education of East Aurora, School District 131 (IL), Illinois
1343. Board of Education of Joliet Township High School, District 204 (IL), Illinois
1344. Board of Education of Thornton Fractional Township High Schools, District 215 (IL), Illinois
1345. Board of Education of Thornton Township High Schools, District 205 (IL), Illinois
1346. Bolingbrook (IL), Village of, Illinois
1347. Bond (IL), County of, Illinois
1348. Boone (IL), County of, Illinois
1349. Bridgeview (IL), Village of, Illinois
1350. Broadview (IL), Village of, Illinois
1351. Brookfield (IL), Village of, Illinois
1352. Buffalo Grove (IL), Village of, Illinois
1353. Burbank (IL), City of, Illinois
1354. Bureau (IL), County of, Illinois
1355. Burr Ridge (IL), Village of, Illinois
1356. Calhoun (IL), County of, Illinois
1357. Campton Hills (IL), Village of, Illinois
1358. Carbondale (IL), City of, Illinois
1359. Carol Stream (IL), Village of, Illinois

DRAFT – SUBJECT TO CHANGE FOR QUALITY CONTROL PURPOSES

1360. Carol Stream Fire Protection District (IL), Illinois
1361. Bloomingdale (IL), Village of, Illinois
1362. Cary (IL), Village of, Illinois
1363. Cary Area Public Library (IL), Illinois
1364. Champaign (IL), County of, Illinois
1365. Channahon (IL), Village of, Illinois
1366. Chicago (IL), City of, Illinois
1367. Chicago Board of Education District No. 299 (IL), Illinois
1368. Chicago Heights (IL), City of, Illinois
1369. Chicago Ridge (IL), Village of, Illinois
1370. Christian (IL), County of, Illinois
1371. Clarendon Hills (IL), Village of, Illinois
1372. Coal City (IL), Village of, Illinois
1373. Collinsville (IL), City of, Illinois
1374. Coles (IL), County of, Illinois
1375. Colona (IL), City of, Illinois
1376. Cook (IL), County of, Illinois
1377. Countryside (IL), City of, Illinois
1378. Crest Hill (IL), City of, Illinois
1379. Crete (IL), Village of, Illinois
1380. Crete Township (IL), Township of, Illinois
1381. Crystal Lake (IL), City of, Illinois
1382. Darien (IL), City of, Illinois
1383. Deerfield (IL), Village of, Illinois
1384. DeKalb (IL), City of, Illinois
1385. DeKalb (IL), County of, Illinois
1386. Des Plaines (IL), City of, Illinois
1387. Dolton (IL), Village of, Illinois
1388. DuPage (IL), County of, Illinois
1389. DuPage Public Safety Communications (DU-COMM) (IL), Illinois
1390. East Hazel Crest (IL), Village of, Illinois
1391. East Moline (IL), City of, Illinois
1392. Edwards (IL), County of, Illinois
1393. Effingham (IL), City of, Illinois
1394. Effingham (IL), County of, Illinois
1395. Elk Grove Village (IL), Village of, Illinois
1396. Evanston (IL), City of, Illinois
1397. Evergreen Park (IL), Village of, Illinois
1398. Flossmoor (IL), Village of, Illinois
1399. Forest Park (IL), Village of, Illinois
1400. Forest Preserve District of DuPage County (IL), Illinois
1401. Forest Preserve District of Kane County (IL), Illinois
1402. Forest Preserve District of Winnebago County (IL), Illinois
1403. Franklin (IL), County of, Illinois
1404. Franklin Park (IL), Village of, Illinois
1405. Freeport (IL), City of, Illinois
1406. Gallatin (IL), County of, Illinois
1407. Gilberts (IL), Village of, Illinois
1408. Glen Carbon (IL), Village of, Illinois
1409. Glen Ellyn (IL), Village of, Illinois
1410. Glencoe (IL), Village of, Illinois
1411. Glenview (IL), Village of, Illinois
1412. Glenview Park District (IL), Illinois
1413. Granite City (IL), City of, Illinois
1414. Hamilton (IL), County of, Illinois
1415. Hanover Park (IL), Village of, Illinois
1416. Hardin (IL), County of, Illinois
1417. Harrisburg (IL), City of, Illinois
1418. Harvey. (IL), City of, Illinois
1419. Harwood Heights (IL), Village of, Illinois
1420. Hazel Crest (IL), Village of, Illinois
1421. Henry (IL), County of, Illinois
1422. Herrin (IL), City of, Illinois
1423. Highland Park (IL), City of, Illinois
1424. Highwood (IL), City of, Illinois
1425. Hillside (IL), Village of, Illinois
1426. Hinsdale (IL), Village of, Illinois
1427. Hodgkins (IL), Village of, Illinois
1428. Hoffman Estates (IL), Village of, Illinois
1429. Homer Glen (IL), Village of, Illinois
1430. Homewood (IL), Village of, Illinois
1431. Homewood Public Library (IL), Illinois
1432. Huntley (IL), Village of, Illinois
1433. Indian Head Park (IL), Village of, Illinois
1434. Intergovernmental Personnel Benefit Cooperative (IL), Illinois
1435. Intergovernmental Risk Management Agency (IL), Illinois
1436. Itasca (IL), Village of, Illinois
1437. Jasper (IL), County of, Illinois
1438. Jefferson (IL), County of, Illinois
1439. Jersey (IL), County of, Illinois
1440. Johnson (IL), County of, Illinois
1441. Joint Action Water Agency (IL), Illinois

DRAFT – SUBJECT TO CHANGE FOR QUALITY CONTROL PURPOSES

1442. Justice (IL), Village of, Illinois
1443. Kane (IL), County of, Illinois
1444. Kankakee (IL), City of, Illinois
1445. Kankakee (IL), County of, Illinois
1446. Kendall (IL), County of, Illinois
1447. Kenilworth (IL), Village of, Illinois
1448. La Grange (IL), Village of, Illinois
1449. La Grange Park (IL), Village of, Illinois
1450. Lake (IL), County of (Sheriff), Illinois
1451. Lake (IL), County of, Illinois
1452. Lake Bluff (IL), Village of, Illinois
1453. Lake Forest (IL), City of, Illinois
1454. Lake in the Hills (IL), Village of, Illinois
1455. Lake Zurich (IL), Village of, Illinois
1456. LaSalle (IL), County of, Illinois
1457. Lawrence (IL), County of, Illinois
1458. Lee (IL), County of, Illinois
1459. Lemont (IL), Village of, Illinois
1460. Libertyville (IL), Village of, Illinois
1461. Lincolnville (IL), Village of, Illinois
1462. Lisle (IL), Village of, Illinois
1463. Lisle Park District (IL), Illinois
1464. Lisle Woodridge Fire Protection District (IL), Illinois
1465. Livingston (IL), County of, Illinois
1466. Lockport (IL), City of, Illinois
1467. Lombard (IL), Village of, Illinois
1468. Lyons (IL), Township of, Illinois
1469. Lyons (IL), Village of, Illinois
1470. Lyons Township Area Community Center (IL), Illinois
1471. Macon (IL), County of, Illinois
1472. Macoupin (IL), County of, Illinois
1473. Marion (IL), City of, Illinois
1474. Marion (IL), County of, Illinois
1475. Massac (IL), County of, Illinois
1476. Maywood (IL), Village of, Illinois
1477. McCook (IL), Village of, Illinois
1478. McHenry (IL), City of, Illinois
1479. McHenry (IL), County of, Illinois
1480. McLean (IL), County of, Illinois
1481. Melrose Park (IL), Village of, Illinois
1482. Merrionette Park (IL), Village of, Illinois
1483. Metropolis (IL), City of, Illinois
1484. Metropolitan Pier and Exposition Authority (IL), Illinois
1485. Mokena (IL), Village of, Illinois
1486. Monee (IL), Village of, Illinois
1487. Monroe (IL), County of, Illinois
1488. Montgomery (IL), Village of, Illinois
1489. Morton Grove (IL), Village of, Illinois
1490. Mount Prospect (IL), Village of, Illinois
1491. Mundelein (IL), Village of, Illinois
1492. Municipal Consolidated Dispatch (IL), Illinois
1493. Naperville Park District (IL), Illinois
1494. New Baden (IL), Village of, Illinois
1495. North Aurora (IL), Village of, Illinois
1496. North East Multi-Regional Training Center (IL), Illinois
1497. North Riverside (IL), Village of, Illinois
1498. Northbrook (IL), Village of, Illinois
1499. Northbrook Public Library (IL), Illinois
1500. Northeastern Illinois Public Safety Training Academy (IL), Illinois
1501. Northwest Central Dispatch System (IL), Illinois
1502. Northfield (IL), Village of, Illinois
1503. Northlake (IL), City of, Illinois
1504. Oak Brook (IL), Village of, Illinois
1505. Oak Lawn (IL), Village of, Illinois
1506. Oak Park (IL), Township of, Illinois
1507. Oak Park (IL), Village of, Illinois
1508. Oak Park Public Library (IL), Illinois
1509. Olympia Fields (IL), Village of, Illinois
1510. Orland Fire Protection District (IL), Illinois
1511. Orland Park (IL), Village of, Illinois
1512. Oswego (IL), Village of, Illinois
1513. Oswegoland Park District (IL), Illinois
1514. Palatine (IL), Village of, Illinois
1515. Palatine Police Department (IL), Illinois
1516. Palos Heights (IL), City of, Illinois
1517. Palos Hills (IL), City of, Illinois
1518. Palos Park (IL), Village of, Illinois
1519. Park Forest (IL), Village of, Illinois
1520. Park Ridge (IL), City of, Illinois
1521. Pekin (IL), City of, Illinois
1522. Peoria (IL), City of, Illinois
1523. Peotone (IL), Village of, Illinois
1524. Piatt (IL), County of, Illinois
1525. Plainfield (IL), Village of, Illinois
1526. Posen (IL), Village of, Illinois
1527. Princeton (IL), City of, Illinois

DRAFT – SUBJECT TO CHANGE FOR QUALITY CONTROL PURPOSES

1528. Pulaski (IL), County of, Illinois
1529. Richton Park (IL), Village of, Illinois
1530. River Forest (IL), Village of, Illinois
1531. River Grove (IL), Village of, Illinois
1532. Riverside (IL), Village of, Illinois
1533. Rochelle (IL), City of, Illinois
1534. Rock Falls (IL), City of, Illinois
1535. Rockford (IL), City of, Illinois
1536. Rolling Meadows (IL), City of, Illinois
1537. Roscoe (IL), Village of, Illinois
1538. Roselle (IL), Village of, Illinois
1539. Saline (IL), County of, Illinois
1540. Sangamon (IL), County of, Illinois
1541. Schaumburg (IL), Village of, Illinois
1542. Schiller Park (IL), Village of, Illinois
1543. Schuyler (IL), County of, Illinois
1544. Sesser (IL), City of, Illinois
1545. Shelby (IL), County of, Illinois
1546. South Chicago Heights (IL), Village of, Illinois
1547. South Holland (IL), Village of, Illinois
1548. Southeast Emergency Communications (SEECOM) (IL), Illinois
1549. Spring Grove (IL), Village of, Illinois
1550. St. Clair (IL), County of, Illinois
1551. Steger (IL), Village of, Illinois
1552. Stickney (IL), Village of, Illinois
1553. Stone Park (IL), Village of, Illinois
1554. Streamwood (IL), Village of, Illinois
1555. Streator (IL), City of, Illinois
1556. Sugar Grove (IL), Village of, Illinois
1557. Summit (IL), Village of, Illinois
1558. Swansea (IL), Village of, Illinois
1559. Tinley Park (IL), Village of, Illinois
1560. Trenton (IL), City of, Illinois
1561. Union (IL), County of, Illinois
1562. Villa Park (IL), Village of, Illinois
1563. Wabash (IL), County of, Illinois
1564. Warrenville (IL), City of, Illinois
1565. Washington (IL), City of, Illinois
1566. Washington (IL), County of, Illinois
1567. Wauconda (IL), Village of, Illinois
1568. Waukegan Community Unit School District (IL), Illinois
1569. West Central Consolidated Communications (IL), Illinois
1570. West Chicago (IL), City of, Illinois
1571. West Chicago Fire Protection District (IL), Illinois
1572. West Dundee (IL), Village of, Illinois
1573. West Frankfort (IL), City of, Illinois
1574. West Franklin (IL), County of (Central Dispatch), Illinois
1575. West Suburban Consolidated Dispatch Center (IL), Illinois
1576. Westchester (IL), Village of, Illinois
1577. Western Springs (IL), Village of, Illinois
1578. Westmont (IL), Village of, Illinois
1579. Westmont Police Department (IL), Illinois
1580. Wheaton (IL), City of, Illinois
1581. Wheeling (IL), Village of, Illinois
1582. White (IL), County of, Illinois
1583. Will (IL), County of, Illinois
1584. Williamson (IL), County of, Illinois
1585. Willowbrook (IL), Village of, Illinois
1586. Wilmette (IL), Village of, Illinois
1587. Winfield (IL), Village of, Illinois
1588. Winfield Fire Protection District (IL), Illinois
1589. Winnebago (IL), County of, Illinois
1590. Winnetka (IL), Village of, Illinois
1591. Wood Dale (IL), City of, Illinois
1592. Wood River (IL), City of, Illinois
1593. Woodridge (IL), Village of, Illinois
1594. Woodridge Public Library (IL), Illinois
1595. Alexandria (IN), City of, Indiana
1596. Allen (IN), County of, Indiana
1597. Austin (IN), City of, Indiana
1598. Beech Grove (IN), City of, Indiana
1599. Benton (IN), County of, Indiana
1600. Blackford (IN), County of, Indiana
1601. Bloomington (IN), City of, Indiana
1602. Brownstown (IN), Town of, Indiana
1603. Chandler (IN), Town of, Indiana
1604. Connersville (IN), City of, Indiana
1605. Danville (IN), Town of, Indiana
1606. Delaware (IN), County of, Indiana
1607. Elwood (IN), City of, Indiana
1608. Evansville (IN), City of, Indiana
1609. Fayette (IN), County of, Indiana
1610. Fishers (IN), City of, Indiana
1611. Fort Wayne Community Schools (IN), Indiana

DRAFT – SUBJECT TO CHANGE FOR QUALITY CONTROL PURPOSES

1612. Franklin (IN), City of, Indiana
1613. Franklin (IN), County of, Indiana
1614. Gary (IN), City of, Indiana
1615. Greenwood (IN), City of, Indiana
1616. Hammond (IN), City of, Indiana
1617. Hartford City (IN), City of, Indiana
1618. Howard (IN), County of, Indiana
1619. Huntington (IN), City of, Indiana
1620. Indianapolis (IN), City of, Indiana
1621. Jackson (IN), County of, Indiana
1622. Jasper (IN), City of, Indiana
1623. Jay (IN), County of, Indiana
1624. Jeffersonville (IN), City of, Indiana
1625. Jennings (IN), County of, Indiana
1626. Kokomo (IN), City of, Indiana
1627. Lafayette (IN), City of, Indiana
1628. Lake (IN), County of, Indiana
1629. LaPorte (IN), County of, Indiana
1630. Lawrence (IN), City of, Indiana
1631. Lawrence (IN), County of, Indiana
1632. Logansport (IN), City of, Indiana
1633. Madison (IN), City of, Indiana
1634. Madison (IN), County of, Indiana
1635. Marion (IN), County of, Indiana
1636. Marshall (IN), County of, Indiana
1637. Martinsville (IN), City of, Indiana
1638. Mishawaka (IN), City of, Indiana
1639. Mishawaka (IN), City of, Indiana
1640. Monroe (IN), County of, Indiana
1641. Montpelier (IN), City of, Indiana
1642. Mooresville (IN), Town of, Indiana
1643. Morgan (IN), County of, Indiana
1644. New Albany (IN), City of, Indiana
1645. New Castle (IN), City of, Indiana
1646. Noblesville (IN), City of, Indiana
1647. Orange (IN), County of, Indiana
1648. Pendleton (IN), Town of, Indiana
1649. Penn-Harris-Madison School Corporation (IN), Indiana
1650. Peru (IN), City of, Indiana
1651. Plainfield (IN), Town of, Indiana
1652. Porter (IN), County of, Indiana
1653. Portland (IN), City of, Indiana
1654. Pulaski (IN), County of, Indiana
1655. Richmond (IN), City of, Indiana
1656. Ripley (IN), County of, Indiana
1657. School City of Mishawaka (IN), Indiana
1658. Scott (IN), County of, Indiana
1659. Seymour (IN), City of, Indiana
1660. Shelbyville (IN), City of, Indiana
1661. Sheridan (IN), Town of, Indiana
1662. Smith-Green Community Schools (IN), Indiana
1663. South Bend (IN), City of, Indiana
1664. South Bend Community School Corporation (IN), Indiana
1665. St. Joseph (IN), County of, Indiana
1666. Starke (IN), County of, Indiana
1667. Tippecanoe (IN), County of, Indiana
1668. Upland (IN), Town of, Indiana
1669. Vanderburgh (IN), County of, Indiana
1670. Vigo (IN), County of, Indiana
1671. West Lafayette (IN), City of, Indiana
1672. Westfield (IN), City of, Indiana
1673. Zionsville (IN), Town of, Indiana
1674. Adair (IA), County of, Iowa
1675. Adams (IA), County of, Iowa
1676. Allamakee (IA), County of, Iowa
1677. Appanoose (IA), County of, Iowa
1678. Audubon (IA), County of, Iowa
1679. Benton (IA), County of, Iowa
1680. Black Hawk (IA), County of, Iowa
1681. Bremer (IA), County of, Iowa
1682. Buchanan (IA), County of, Iowa
1683. Buena Vista (IA), County of, Iowa
1684. Calhoun (IA), County of, Iowa
1685. Carroll (IA), County of, Iowa
1686. Cedar (IA), County of, Iowa
1687. Cerro Gordo (IA), County of, Iowa
1688. Cherokee (IA), County of, Iowa
1689. Chickasaw (IA), County of, Iowa
1690. Clay (IA), County of, Iowa
1691. Clayton (IA), County of, Iowa
1692. Clinton (IA), County of, Iowa
1693. Dallas (IA), County of, Iowa
1694. Delaware (IA), County of, Iowa
1695. Des Moines (IA), County of, Iowa
1696. Emmet (IA), County of, Iowa
1697. Fayette (IA), County of, Iowa
1698. Fremont (IA), County of, Iowa
1699. Hamilton (IA), County of, Iowa
1700. Hancock (IA), County of, Iowa
1701. Hardin (IA), County of, Iowa
1702. Harrison (IA), County of, Iowa

DRAFT – SUBJECT TO CHANGE FOR QUALITY CONTROL PURPOSES

- 1703. Henry (IA), County of, Iowa
- 1704. Howard (IA), County of, Iowa
- 1705. Humboldt (IA), County of, Iowa
- 1706. Ida (IA), County of, Iowa
- 1707. Jasper (IA), County of, Iowa
- 1708. Johnson (IA), County of, Iowa
- 1709. Jones (IA), County of, Iowa
- 1710. Keokuk (IA), County of, Iowa
- 1711. Lee (IA), County of, Iowa
- 1712. Lyon (IA), County of, Iowa
- 1713. Madison (IA), County of, Iowa
- 1714. Mahaska (IA), County of, Iowa
- 1715. Marion (IA), County of, Iowa
- 1716. Mills (IA), County of, Iowa
- 1717. Mitchell (IA), County of, Iowa
- 1718. Monroe (IA), County of, Iowa
- 1719. Montgomery (IA), County of, Iowa
- 1720. Muscatine (IA), County of, Iowa
- 1721. O'Brien (IA), County of, Iowa
- 1722. Osceola (IA), County of, Iowa
- 1723. Plymouth (IA), County of, Iowa
- 1724. Pocahontas (IA), County of, Iowa
- 1725. Polk (IA), County of, Iowa
- 1726. Pottawattamie (IA), County of, Iowa
- 1727. Poweshiek (IA), County of, Iowa
- 1728. Sac (IA), County of, Iowa
- 1729. Scott (IA), County of, Iowa
- 1730. Shelby (IA), County of, Iowa
- 1731. Sioux (IA), County of, Iowa
- 1732. Tama (IA), County of, Iowa
- 1733. Taylor (IA), County of, Iowa
- 1734. Union (IA), County of, Iowa
- 1735. Webster (IA), County of, Iowa
- 1736. Winnebago (IA), County of, Iowa
- 1737. Winneshiek (IA), County of, Iowa
- 1738. Worth (IA), County of, Iowa
- 1739. Wright (IA), County of, Iowa
- 1740. Allen (KS), County of, Kansas
- 1741. Barber (KS), County of, Kansas
- 1742. Bourbon (KS), County of, Kansas
- 1743. Cherokee (KS), County of, Kansas
- 1744. Cowley (KS), County of, Kansas
- 1745. Crawford (KS), County of, Kansas
- 1746. Dickinson (KS), County of, Kansas
- 1747. Elk (KS), County of, Kansas
- 1748. Elkhardt (KS), City of, Kansas
- 1749. Finney (KS), County of, Kansas
- 1750. Ford (KS), County of, Kansas
- 1751. Grant (KS), County of, Kansas
- 1752. Greenwood (KS), County of, Kansas
- 1753. Harvey (KS), County of, Kansas
- 1754. Johnson (KS), County of, Kansas
- 1755. Leavenworth (KS), County of, Kansas
- 1756. Manter (KS), City of, Kansas
- 1757. Meade (KS), County of, Kansas
- 1758. Montgomery (KS), County of, Kansas
- 1759. Morton (KS), County of, Kansas
- 1760. Neosho (KS), County of, Kansas
- 1761. Overland Park (KS), City of, Kansas
- 1762. Pratt (KS), County of, Kansas
- 1763. Reno (KS), County of, Kansas
- 1764. Sedgwick (KS), County of, Kansas
- 1765. Seward (KS), County of, Kansas
- 1766. Shawnee (KS), County of, Kansas
- 1767. Stanton (KS), County of, Kansas
- 1768. Ulysses (KS), City of, Kansas
- 1769. Wabaunsee (KS), County of, Kansas
- 1770. Wichita (KS), City of, Kansas
- 1771. Wyandotte County/Kansas City (KS), Unified Government of, Kansas
- 1772. Adair (KY), County of (Fiscal Court), Kentucky
- 1773. Allen (KY), County of, Kentucky
- 1774. Anderson (KY), County of (Fiscal Court), Kentucky
- 1775. Ballard (KY), County of, Kentucky
- 1776. Bath (KY), County of (Fiscal Court), Kentucky
- 1777. Bell (KY), County of (Fiscal Court), Kentucky
- 1778. Bellefonte (KY), City of, Kentucky
- 1779. Benham (KY), City of, Kentucky
- 1780. Board of Education of Breathitt County Public Schools (KY), Kentucky
- 1781. Board of Education of Bullitt County Public Schools (KY), Kentucky
- 1782. Board of Education of Estill County Public Schools (KY), Kentucky
- 1783. Board of Education of Fayette County Public Schools (KY), Kentucky
- 1784. Board of Education of Harrison County Public Schools (KY), Kentucky

DRAFT – SUBJECT TO CHANGE FOR QUALITY CONTROL PURPOSES

1785. Board of Education of Hart County Public Schools (KY), Kentucky
1786. Board of Education of Jefferson County Public Schools (KY), Kentucky
1787. Board of Education of Johnson County Public School District (KY), Kentucky
1788. Board of Education of LaRue County Public Schools (KY), Kentucky
1789. Board of Education of Lawrence County Public Schools (KY), Kentucky
1790. Board of Education of Martin County Public Schools (KY), Kentucky
1791. Board of Education of Menifee County Public Schools (KY), Kentucky
1792. Board of Education of Owsley County Public Schools (KY), Kentucky
1793. Board of Education of Wolfe County Public Schools (KY), Kentucky
1794. Boone (KY), County of (Fiscal Court), Kentucky
1795. Bourbon (KY), County of (Fiscal Court), Kentucky
1796. Boyd (KY), County of (Fiscal Court), Kentucky
1797. Boyle (KY), County of (Fiscal Court), Kentucky
1798. Bracken (KY), County of (Fiscal Court), Kentucky
1799. Breathitt (KY), County of (Fiscal Court), Kentucky
1800. Breckinridge (KY), County of, Kentucky
1801. Buckhorn (KY), City of, Kentucky
1802. Bullitt (KY), County of (Fiscal Court), Kentucky
1803. Caldwell (KY), County of (Fiscal Court), Kentucky
1804. Calloway (KY), County of (Fiscal Court), Kentucky
1805. Campbell (KY), County of (Fiscal Court), Kentucky
1806. Campbellsville (KY), City of, Kentucky
1807. Carlisle (KY), County of (Fiscal Court), Kentucky
1808. Carter (KY), County of (Fiscal Court), Kentucky
1809. Casey (KY), County of (Fiscal Court), Kentucky
1810. Christian (KY), County of (Fiscal Court), Kentucky
1811. Clark (KY), County of (Fiscal Court), Kentucky
1812. Clay (KY), County of (Fiscal Court), Kentucky
1813. Clinton (KY), County of (Fiscal Court), Kentucky
1814. Columbia (KY), City of, Kentucky
1815. Covington (KY), City of, Kentucky
1816. Cumberland (KY), County of (Fiscal Court), Kentucky
1817. Daviess (KY), County of (Fiscal Court), Kentucky
1818. Edmonson (KY), County of (Fiscal Court), Kentucky
1819. Elliott (KY), County of (Fiscal Court), Kentucky
1820. Estill (KY), County of (Fiscal Court), Kentucky
1821. Estill County Emergency Medical Services (KY), Kentucky
1822. Fleming (KY), County of (Fiscal Court), Kentucky
1823. Florence (KY), City of, Kentucky
1824. Floyd (KY), County of, Kentucky
1825. Franklin (KY), County of (Fiscal Court), Kentucky
1826. Fulton (KY), County of (Fiscal Court), Kentucky
1827. Gallatin (KY), County of (Fiscal Court), Kentucky
1828. Garrard (KY), County of (Fiscal Court), Kentucky
1829. Grant (KY), County of (Fiscal Court), Kentucky
1830. Grayson (KY), City of, Kentucky
1831. Green (KY), County of (Fiscal Court), Kentucky
1832. Greenup (KY), County of (Fiscal Court), Kentucky
1833. Greenup (KY), City of, Kentucky
1834. Hancock (KY), County of (Fiscal Court), Kentucky
1835. Hardin (KY), County of (Fiscal Court), Kentucky
1836. Harlan (KY), County of (Fiscal Court), Kentucky

DRAFT – SUBJECT TO CHANGE FOR QUALITY CONTROL PURPOSES

1837. Harlan (KY), City of, Kentucky
1838. Harrison (KY), County of (Fiscal Court), Kentucky
1839. Hart (KY), County of (Fiscal Court), Kentucky
1840. Henderson (KY), County of (Fiscal Court), Kentucky
1841. Henderson (KY), City of, Kentucky
1842. Henry (KY), County of (Fiscal Court), Kentucky
1843. Hickman (KY), County of (Fiscal Court), Kentucky
1844. Hillview (KY), City of, Kentucky
1845. Hopkins (KY), County of (Fiscal Court), Kentucky
1846. Hyden (KY), City of, Kentucky
1847. Inez (KY), City of, Kentucky
1848. Jamestown (KY), City of, Kentucky
1849. Jenkins (KY), City of, Kentucky
1850. Jessamine (KY), County of (Fiscal Court), Kentucky
1851. Kenton (KY), County of (Fiscal Court), Kentucky
1852. Kentucky River District Health Department (KY), Kentucky
1853. Knott (KY), County of, Kentucky
1854. Knox (KY), County of (Fiscal Court), Kentucky
1855. Larue (KY), County of (Fiscal Court), Kentucky
1856. Laurel (KY), County of (Fiscal Court), Kentucky
1857. Lawrence (KY), County of, Kentucky
1858. Lee (KY), County of (Fiscal Court), Kentucky
1859. Leslie (KY), County of (Fiscal Court), Kentucky
1860. Letcher (KY), County of (Fiscal Court), Kentucky
1861. Lewis (KY), County of (Fiscal Court), Kentucky
1862. Lexington-Fayette Urban (KY), County of, Kentucky
1863. Lincoln (KY), County of (Fiscal Court), Kentucky
1864. Logan (KY), County of (Fiscal Court), Kentucky
1865. London (KY), City of, Kentucky
1866. Louisville-Jefferson (KY), County of, Kentucky
1867. Loyall (KY), City of, Kentucky
1868. Lynch (KY), City of, Kentucky
1869. Madison (KY), County of (Fiscal Court), Kentucky
1870. Manchester (KY), City of, Kentucky
1871. Marshall (KY), County of (Fiscal Court), Kentucky
1872. Martin (KY), County of (Fiscal Court), Kentucky
1873. Mason (KY), County of (Fiscal Court), Kentucky
1874. McCracken (KY), County of, Kentucky
1875. McLean (KY), County of (Fiscal Court), Kentucky
1876. Meade (KY), County of (Fiscal Court), Kentucky
1877. Mercer (KY), County of (Fiscal Court), Kentucky
1878. Monroe (KY), County of (Fiscal Court), Kentucky
1879. Montgomery (KY), County of (Fiscal Court), Kentucky
1880. Morehead (KY), City of, Kentucky
1881. Morgan (KY), County of (Fiscal Court), Kentucky
1882. Morganfield (KY), City of, Kentucky
1883. Mt. Washington (KY), City of, Kentucky
1884. Muhlenberg (KY), County of (Fiscal Court), Kentucky
1885. Murray (KY), City of, Kentucky
1886. Nicholas (KY), County of (Fiscal Court), Kentucky
1887. Ohio (KY), County of (Fiscal Court), Kentucky
1888. Oldham (KY), County of (Fiscal Court), Kentucky
1889. Owen (KY), County of (Fiscal Court), Kentucky
1890. Owensboro (KY), City of, Kentucky
1891. Owsley (KY), County of (Fiscal Court), Kentucky
1892. Paducah (KY), City of, Kentucky
1893. Paintsville (KY), City of, Kentucky
1894. Pendleton (KY), County of (Fiscal Court), Kentucky

DRAFT – SUBJECT TO CHANGE FOR QUALITY CONTROL PURPOSES

1895. Perry (KY), County of (Fiscal Court), Kentucky
1896. Pike (KY), County of, Kentucky
1897. Pineville (KY), City of, Kentucky
1898. Pippa Passes (KY), City of, Kentucky
1899. Powell (KY), County of (Fiscal Court), Kentucky
1900. Prestonsburg (KY), City of, Kentucky
1901. Pulaski (KY), County of (Fiscal Court), Kentucky
1902. Rowan (KY), County of (Fiscal Court), Kentucky
1903. Russell (KY), County of (Fiscal Court), Kentucky
1904. Russell (KY), City of, Kentucky
1905. Russell Springs (KY), City of, Kentucky
1906. Scott (KY), County of (Fiscal Court), Kentucky
1907. Shelby (KY), County of (Fiscal Court), Kentucky
1908. Shepherdsville (KY), City of, Kentucky
1909. South Shore (KY), City of, Kentucky
1910. Spencer (KY), County of (Fiscal Court), Kentucky
1911. Taylor (KY), County of (Fiscal Court), Kentucky
1912. Taylor County Hospital District Health Facilities Corporation (KY), Kentucky
1913. Todd (KY), County of (Fiscal Court), Kentucky
1914. Union (KY), County of (Fiscal Court), Kentucky
1915. Vanceburg (KY), City of, Kentucky
1916. Warfield (KY), City of, Kentucky
1917. Warren (KY), County of, Kentucky
1918. Wayne (KY), County of (Fiscal Court), Kentucky
1919. Webster (KY), County of (Fiscal Court), Kentucky
1920. West Liberty (KY), City of, Kentucky
1921. Whitesburg (KY), City of, Kentucky
1922. Whitley (KY), County of (Fiscal Court), Kentucky
1923. Winchester (KY), City of, Kentucky
1924. Wolfe (KY), County of (Fiscal Court), Kentucky
1925. Woodford (KY), County of (Fiscal Court), Kentucky
1926. Worthington (KY), City of, Kentucky
1927. Abita Springs (LA), Town of, Louisiana
1928. Acadia-St. Landry Hospital Service District (LA), Louisiana
1929. Alexandria (LA), City of, Louisiana
1930. Allen (LA), Parish of (Sheriff), Louisiana
1931. Ascension (LA), Parish of (Sheriff), Louisiana
1932. Ascension (LA), Parish of, Louisiana
1933. Ascension Parish School Board (LA), Louisiana
1934. Assumption (LA), Parish of (Sheriff), Louisiana
1935. Assumption (LA), Parish of, Louisiana
1936. Avoyelles (LA), Parish of (Sheriff), Louisiana
1937. Avoyelles (LA), Parish of, Louisiana
1938. Baldwin (LA), Town of, Louisiana
1939. Bastrop (LA), City of, Louisiana
1940. Baton Rouge (LA), City of, Louisiana
1941. Beauregard (LA), Parish of, Louisiana
1942. Benton Fire Protection District No. 4 (LA), Louisiana
1943. Berwick (LA), Town of, Louisiana
1944. Bienville (LA), Parish of (Sheriff), Louisiana
1945. Bogalusa (LA), City of, Louisiana
1946. Bossier (LA), Parish of, Louisiana
1947. Bossier City (LA), City of, Louisiana
1948. Bossier Parish Emergency Medical Services Ambulance District (LA), Louisiana
1949. Caddo (LA), Parish of, Louisiana
1950. Caddo Fire Protection District No. 1 (LA), Louisiana
1951. Calcasieu (LA), Parish of (Sheriff), Louisiana
1952. Calcasieu (LA), Parish of, Louisiana
1953. Caldwell (LA), Parish of, Louisiana
1954. Cameron (LA), Parish of, Louisiana
1955. Catahoula (LA), Parish of (Sheriff), Louisiana
1956. Catahoula (LA), Parish of, Louisiana
1957. Claiborne (LA), Parish of, Louisiana
1958. Concordia (LA), Parish of (Sheriff), Louisiana
1959. Concordia (LA), Parish of, Louisiana
1960. Covington (LA), City of, Louisiana

DRAFT – SUBJECT TO CHANGE FOR QUALITY CONTROL PURPOSES

1961. Delhi (LA), Town of, Louisiana
1962. DeSoto (LA), Parish of, Louisiana
1963. DeSoto Fire Protection District No. 8 (LA), Louisiana
1964. Donaldsonville (LA), City of, Louisiana
1965. East Baton Rouge (LA), Parish of (Sheriff), Louisiana
1966. East Baton Rouge (LA), Parish of, Louisiana
1967. East Carroll (LA), Parish of (Sheriff), Louisiana
1968. East Carroll (LA), Parish of, Louisiana
1969. Eunice (LA), City of, Louisiana
1970. Evangeline (LA), Parish of (Sheriff), Louisiana
1971. Evangeline (LA), Parish of, Louisiana
1972. Ferriday (LA), Town of, Louisiana
1973. Franklin (LA), Parish of, Louisiana
1974. Franklin (LA), City of, Louisiana
1975. Gramercy (LA), Town of, Louisiana
1976. Grant (LA), Parish of (Sheriff), Louisiana
1977. Grant (LA), Parish of, Louisiana
1978. Gretna (LA), City of, Louisiana
1979. Hospital Service District No. 1 of the Parish of Avoyelles (LA), Louisiana
1980. Hospital Service District No. 1 of the Parish of LaSalle (LA), Louisiana
1981. Iberia (LA), Parish of (Sheriff), Louisiana
1982. Iberia (LA), Parish of, Louisiana
1983. Iberia Parish School Board (LA), Louisiana
1984. Iberville (LA), Parish of, Louisiana
1985. Jackson (LA), Parish of (Sheriff), Louisiana
1986. Jackson (LA), Parish of, Louisiana
1987. Jean Lafitte (LA), Town of, Louisiana
1988. Jefferson (LA), Parish of (Sheriff), Louisiana
1989. Jefferson (LA), Parish of, Louisiana
1990. Jefferson Davis (LA), Parish of (Sheriff), Louisiana
1991. Jefferson Davis (LA), Parish of, Louisiana
1992. Jefferson Parish Coroner's Office (LA), Louisiana
1993. Jefferson Parish Hospital Service District No. 1 (LA), Louisiana
1994. Jefferson Parish Hospital Service District No. 2 (LA), Louisiana
1995. Kenner (LA), City of, Louisiana
1996. Lafayette (LA), Parish of (Sheriff), Louisiana
1997. Lafourche (LA), Parish of, Louisiana
1998. Lafourche Parish School Board (LA), Louisiana
1999. Lake Charles (LA), City of, Louisiana
2000. Lake Providence (LA), Town of, Louisiana
2001. LaSalle (LA), Parish of, Louisiana
2002. Lincoln (LA), Parish of (Sheriff), Louisiana
2003. Livingston (LA), Parish of (Sheriff), Louisiana
2004. Livingston (LA), Parish of, Louisiana
2005. Litcher (LA), Town of, Louisiana
2006. Madisonville (LA), Town of, Louisiana
2007. Mandeville (LA), City of, Louisiana
2008. Monroe (LA), City of, Louisiana
2009. Morehouse (LA), Parish of (Sheriff), Louisiana
2010. Morehouse (LA), Parish of, Louisiana
2011. Morgan City (LA), City of, Louisiana
2012. Natchitoches (LA), City of, Louisiana
2013. Natchitoches (LA), Parish of (Parish Council), Louisiana
2014. New Iberia (LA), City of, Louisiana
2015. New Orleans (LA), City of, Louisiana
2016. New Roads (LA), City of, Louisiana
2017. North Caddo Hospital Service District (LA), Louisiana
2018. Opelousas (LA), City of, Louisiana
2019. Opelousas General Hospital Authority (LA), Louisiana
2020. Orleans (LA), Parish of (DA), Louisiana
2021. Orleans (LA), Parish of (Sheriff), Louisiana
2022. Orleans Parish Hospital Service Dist. – District A (LA), Louisiana
2023. Ouachita (LA), Parish of (Sheriff), Louisiana
2024. Ouachita (LA), Parish of, Louisiana
2025. Patterson (LA), City of, Louisiana
2026. Pearl River (LA), Town of, Louisiana

DRAFT – SUBJECT TO CHANGE FOR QUALITY CONTROL PURPOSES

2027. Pineville (LA), City of, Louisiana
2028. Pointe Coupee (LA), Parish of, Louisiana
2029. Pointe Coupee Parish Health Services District Number 1 (LA), Louisiana
2030. Rapides (LA), Parish of (Sheriff), Louisiana
2031. Rapides (LA), Parish of (DA), Louisiana
2032. Rapides (LA), Parish of, Louisiana
2033. Red River (LA), Parish of, Louisiana
2034. Red River Fire Protection District (LA), Louisiana
2035. Richland (LA), Parish of (Sheriff), Louisiana
2036. Richland (LA), Parish of, Louisiana
2037. Richwood (LA), Town of, Louisiana
2038. Sabine (LA), Parish of (Sheriff), Louisiana
2039. Sabine (LA), Parish of, Louisiana
2040. Saint Martinville (LA), City of, Louisiana
2041. Shreveport (LA), City of, Louisiana
2042. Slidell (LA), City of, Louisiana
2043. St. Bernard (LA), Parish of (Sheriff), Louisiana
2044. St. Bernard (LA), Parish of, Louisiana
2045. St. Bernard Parish Coroner's Office (LA), Louisiana
2046. St. Bernard Parish School Board (LA), Louisiana
2047. St. Charles (LA), Parish of (Sheriff), Louisiana
2048. St. Charles (LA), Parish of, Louisiana
2049. St. James (LA), Parish of, Louisiana
2050. St. James Parish School Board (LA), Louisiana
2051. St. John the Baptist (LA), Parish of, Louisiana
2052. St. Landry (LA), Parish of (Sheriff), Louisiana
2053. St. Landry (LA), Parish of, Louisiana
2054. St. Martin (LA), Parish of, Louisiana
2055. St. Mary (LA), Parish of (Sheriff), Louisiana
2056. St. Mary (LA), Parish of, Louisiana
2057. St. Mary Parish School Board (LA), Louisiana
2058. St. Tammany (LA), Parish of (Sheriff), Louisiana
2059. St. Tammany (LA), Parish of, Louisiana
2060. St. Tammany (LA), Parish of (DA), Louisiana
2061. St. Tammany Fire Protection District No. 1 (LA), Louisiana
2062. St. Tammany Fire Protection District No. 12 (LA), Louisiana
2063. St. Tammany Fire Protection District No. 13 (LA), Louisiana
2064. St. Tammany Fire Protection District No. 2 (LA), Louisiana
2065. St. Tammany Fire Protection District No. 3 (LA), Louisiana
2066. St. Tammany Fire Protection District No. 4 (LA), Louisiana
2067. St. Tammany Fire Protection District No. 5 (LA), Louisiana
2068. St. Tammany Parish Coroner's Office (LA), Louisiana
2069. Tensas (LA), Parish of (Sheriff), Louisiana
2070. Terrebonne (LA), Parish of (Sheriff), Louisiana
2071. Terrebonne (LA), Parish of, Louisiana
2072. Union (LA), Parish of (Sheriff), Louisiana
2073. Union (LA), Parish of, Louisiana
2074. Vermilion (LA), Parish of, Louisiana
2075. Vernon (LA), Parish of (Sheriff), Louisiana
2076. Vernon (LA), Parish of, Louisiana
2077. Washington (LA), Parish of (Sheriff), Louisiana
2078. Washington (LA), Parish of, Louisiana
2079. Washington (LA), Parish of (DA), Louisiana
2080. Webster (LA), Parish of, Louisiana
2081. West Ascension Parish Hospital Service District (LA), Louisiana
2082. West Baton Rouge (LA), Parish of, Louisiana
2083. West Baton Rouge Fire Protection District No. 1 (LA), Louisiana
2084. West Carroll (LA), Parish of (Sheriff), Louisiana
2085. West Carroll (LA), Parish of, Louisiana
2086. West Monroe (LA), City of, Louisiana
2087. Westwego (LA), City of, Louisiana

DRAFT – SUBJECT TO CHANGE FOR QUALITY CONTROL PURPOSES

- 2088. Winn (LA), Parish of (DA), Louisiana
- 2089. Winn (LA), Parish of, Louisiana
- 2090. Androscoggin (ME), County of, Maine
- 2091. Aroostook (ME), County of, Maine
- 2092. Auburn (ME), City of, Maine
- 2093. Augusta (ME), City of, Maine
- 2094. Bangor (ME), City of, Maine
- 2095. Biddeford (ME), City of, Maine
- 2096. Board of Education of Bangor School Department (ME), Maine
- 2097. Board of Education of Cape Elizabeth School Department (ME), Maine
- 2098. Board of Education of Ellsworth School Department (ME), Maine
- 2099. Board of Education of Maine Regional School Unit (“RSU”) 9 (ME), Maine
- 2100. Board of Education of Maine RSU 10 (ME), Maine
- 2101. Board of Education of Maine RSU 13 (ME), Maine
- 2102. Board of Education of Maine RSU 25 (ME), Maine
- 2103. Board of Education of Maine RSU 26 (ME), Maine
- 2104. Board of Education of Maine RSU 29 (ME), Maine
- 2105. Board of Education of Maine RSU 34 (ME), Maine
- 2106. Board of Education of Maine RSU 40 (ME), Maine
- 2107. Board of Education of Maine RSU 50 (ME), Maine
- 2108. Board of Education of Maine RSU 57 (ME), Maine
- 2109. Board of Education of Maine RSU 60 (ME), Maine
- 2110. Board of Education of Maine RSU 71 (ME), Maine
- 2111. Board of Education of Maine School Administrative District (“SAD”) 6 (ME), Maine
- 2112. Board of Education of Maine SAD 11 (ME), Maine
- 2113. Board of Education of Maine SAD 15 (ME), Maine
- 2114. Board of Education of Maine SAD 28/Five Town Central School District (ME), Maine
- 2115. Board of Education of Maine SAD 35 (ME), Maine
- 2116. Board of Education of Maine SAD 44 (ME), Maine
- 2117. Board of Education of Maine SAD 53 (ME), Maine
- 2118. Board of Education of Maine SAD 55 (ME), Maine
- 2119. Board of Education of Maine SAD 61 (ME), Maine
- 2120. Board of Education of Maine SAD 72 (ME), Maine
- 2121. Board of Education of Portland School Department (ME), Maine
- 2122. Board of Education of Scarborough School Department (ME), Maine
- 2123. Board of Education of South Portland School Department (ME), Maine
- 2124. Board of Education of St George Municipal School District (ME), Maine
- 2125. Board of Education of Waterville School Department (ME), Maine
- 2126. Calais (ME), City of, Maine
- 2127. Cumberland (ME), County of, Maine
- 2128. Kennebec (ME), County of, Maine
- 2129. Knox (ME), County of, Maine
- 2130. Lewiston (ME), City of, Maine
- 2131. Lincoln (ME), County of, Maine
- 2132. Penobscot (ME), County of, Maine
- 2133. Portland (ME), City of, Maine
- 2134. Rockland (ME), City of, Maine
- 2135. Saco (ME), City of, Maine
- 2136. Sagadahoc (ME), County of, Maine
- 2137. Sanford (ME), City of, Maine
- 2138. Somerset (ME), County of, Maine
- 2139. Waldo (ME), County of, Maine
- 2140. Washington (ME), County of, Maine
- 2141. Waterville (ME), City of, Maine
- 2142. York (ME), County of, Maine
- 2143. Aberdeen (MD), City of, Maryland
- 2144. Allegany (MD), County of, Maryland
- 2145. Annapolis (MD), City of, Maryland
- 2146. Anne Arundel (MD), County of, Maryland
- 2147. Baltimore (MD), City of, Maryland
- 2148. Baltimore (MD), County of, Maryland
- 2149. Baltimore City Board of School Commissioners (MD), Maryland

DRAFT – SUBJECT TO CHANGE FOR QUALITY CONTROL PURPOSES

- 2150. Bel Air (MD), City of, Maryland
- 2151. Berlin (MD), City of, Maryland
- 2152. Bowie (MD), City of, Maryland
- 2153. Calvert (MD), County of, Maryland
- 2154. Cambridge (MD), City of, Maryland
- 2155. Caroline (MD), County of, Maryland
- 2156. Carroll (MD), County of, Maryland
- 2157. Cecil (MD), County of, Maryland
- 2158. Charles (MD), County of, Maryland
- 2159. Charlestown (MD), City of, Maryland
- 2160. Cottage City (MD), Town of, Maryland
- 2161. Cumberland (MD), City of, Maryland
- 2162. Dorchester (MD), County of, Maryland
- 2163. Forest Heights (MD), Town of, Maryland
- 2164. Frederick (MD), City of, Maryland
- 2165. Frederick (MD), County of, Maryland
- 2166. Frostburg (MD), City of, Maryland
- 2167. Garrett (MD), County of, Maryland
- 2168. Grantsville (MD), City of, Maryland
- 2169. Hagerstown (MD), City of, Maryland
- 2170. Harford (MD), County of, Maryland
- 2171. Havre De Grace (MD), City of, Maryland
- 2172. Howard (MD), County of, Maryland
- 2173. Laurel (MD), City of, Maryland
- 2174. Montgomery (MD), County of, Maryland
- 2175. Mountain Lake Park (MD), City of, Maryland
- 2176. North Brentwood (MD), Town of, Maryland
- 2177. North East (MD), City of, Maryland
- 2178. Oakland (MD), City of, Maryland
- 2179. Perryville (MD), City of, Maryland
- 2180. Prince George's (MD), County of, Maryland
- 2181. Rockville (MD), City of (Mayor and Common Council), Maryland
- 2182. Seat Pleasant (MD), City of, Maryland
- 2183. Somerset (MD), County of, Maryland
- 2184. St. Mary's (MD), County of, Maryland
- 2185. Talbot (MD), County of, Maryland
- 2186. Upper Marlboro (MD), Town of, Maryland
- 2187. Vienna (MD), City of, Maryland
- 2188. Washington (MD), County of, Maryland
- 2189. Westminster (MD), City of (Mayor and Common Council), Maryland
- 2190. Wicomico (MD), County of, Maryland
- 2191. Acushnet (MA), Town of, Massachusetts
- 2192. Agawam (MA), Town of, Massachusetts
- 2193. Amesbury (MA), City of, Massachusetts
- 2194. Andover (MA), Town of, Massachusetts
- 2195. Aquinnah (MA), Town of, Massachusetts
- 2196. Athol (MA), Town of, Massachusetts
- 2197. Auburn (MA), Town of, Massachusetts
- 2198. Ayer (MA), Town of, Massachusetts
- 2199. Barnstable (MA), Town of, Massachusetts
- 2200. Belchertown (MA), Town of, Massachusetts
- 2201. Beverly (MA), City of, Massachusetts
- 2202. Billerica (MA), Town of, Massachusetts
- 2203. Boston (MA), City of, Massachusetts
- 2204. Boston Housing Authority (MA), Massachusetts
- 2205. Boston Public Health Commission (MA), Massachusetts
- 2206. Braintree (MA), Town of, Massachusetts
- 2207. Brewster (MA), Town of, Massachusetts
- 2208. Bridgewater (MA), Town of, Massachusetts
- 2209. Brockton (MA), City of, Massachusetts
- 2210. Brockton Area Transit (MA), Massachusetts
- 2211. Brookline (MA), Town of, Massachusetts
- 2212. Cambridge (MA), City of, Massachusetts
- 2213. Canton (MA), Town of, Massachusetts
- 2214. Carver (MA), Town of, Massachusetts
- 2215. Carver Marion Wareham Regional Refuse Disposal District (MA), Massachusetts
- 2216. Charlton (MA), Town of, Massachusetts
- 2217. Chelmsford (MA), Town of, Massachusetts
- 2218. Chelsea (MA), City of, Massachusetts
- 2219. Chicopee (MA), City of, Massachusetts
- 2220. Clarksburg (MA), Town of, Massachusetts
- 2221. Clinton (MA), Town of, Massachusetts
- 2222. Danvers (MA), Town of, Massachusetts
- 2223. Dartmouth Fire District No. 3 (MA), Massachusetts

DRAFT – SUBJECT TO CHANGE FOR QUALITY CONTROL PURPOSES

2224. Dedham (MA), Town of, Massachusetts
2225. Dennis (MA), Town of, Massachusetts
2226. Douglas (MA), Town of, Massachusetts
2227. Dudley (MA), Town of, Massachusetts
2228. East Bridgewater (MA), Town of, Massachusetts
2229. Eastham (MA), Town of, Massachusetts
2230. Easthampton (MA), City of, Massachusetts
2231. Easton (MA), Town of, Massachusetts
2232. Everett (MA), City of, Massachusetts
2233. Fairhaven (MA), Town of, Massachusetts
2234. Fall River (MA), City of, Massachusetts
2235. Falmouth (MA), Town of, Massachusetts
2236. Fitchburg (MA), City of, Massachusetts
2237. Framingham (MA), City of, Massachusetts
2238. Freetown (MA), Town of, Massachusetts
2239. Georgetown (MA), Town of, Massachusetts
2240. Gloucester (MA), City of, Massachusetts
2241. Grafton (MA), Town of, Massachusetts
2242. Greater Attleboro Taunton Regional Authority (MA), Massachusetts
2243. Greater New Bedford Regional Refuse Management District (MA), Massachusetts
2244. Greenfield (MA), City of, Massachusetts
2245. Halifax (MA), Town of, Massachusetts
2246. Hanson (MA), Town of, Massachusetts
2247. Haverhill (MA), City of, Massachusetts
2248. Holliston (MA), Town of, Massachusetts
2249. Holyoke (MA), City of, Massachusetts
2250. Hopedale (MA), Town of, Massachusetts
2251. Hull (MA), Town of, Massachusetts
2252. Kingston (MA), Town of, Massachusetts
2253. Lakeville (MA), Town of, Massachusetts
2254. Leicester (MA), Town of, Massachusetts
2255. Leominster (MA), City of, Massachusetts
2256. Leverett (MA), Town of, Massachusetts
2257. Longmeadow (MA), Town of, Massachusetts
2258. Lowell (MA), City of, Massachusetts
2259. Ludlow (MA), Town of, Massachusetts
2260. Lunenburg (MA), Town of, Massachusetts
2261. Lynn (MA), City of, Massachusetts
2262. Lynnfield (MA), Town of, Massachusetts
2263. Malden (MA), City of, Massachusetts
2264. Marblehead (MA), Town of, Massachusetts
2265. Marshfield (MA), Town of, Massachusetts
2266. Mashpee (MA), Town of, Massachusetts
2267. Mattapoisett (MA), Town of, Massachusetts
2268. Medford (MA), City of, Massachusetts
2269. Melrose (MA), City of, Massachusetts
2270. Methuen (MA), City of, Massachusetts
2271. Middleborough (MA), Town of, Massachusetts
2272. Milford (MA), Town of, Massachusetts
2273. Millbury (MA), Town of, Massachusetts
2274. Millis (MA), Town of, Massachusetts
2275. Nantucket (MA), Town of, Massachusetts
2276. Natick (MA), Town of, Massachusetts
2277. New Bedford (MA), City of, Massachusetts
2278. Newburyport (MA), City of, Massachusetts
2279. Norfolk (MA), County of, Massachusetts
2280. North Adams (MA), City of, Massachusetts
2281. North Andover (MA), Town of, Massachusetts
2282. North Attleborough (MA), Town of, Massachusetts
2283. North Reading (MA), Town of, Massachusetts
2284. North River Collaborative School (MA), Massachusetts
2285. Northampton (MA), City of, Massachusetts
2286. Northbridge (MA), Town of, Massachusetts
2287. Norton (MA), Town of, Massachusetts
2288. Norwell (MA), Town of, Massachusetts
2289. Norwood (MA), Town of, Massachusetts
2290. Onset Fire District (MA), Massachusetts
2291. Orange (MA), Town of, Massachusetts
2292. Oxford (MA), Town of, Massachusetts
2293. Palmer (MA), Town of, Massachusetts

DRAFT – SUBJECT TO CHANGE FOR QUALITY CONTROL PURPOSES

- 2294. Peabody (MA), City of, Massachusetts
- 2295. Pembroke (MA), Town of, Massachusetts
- 2296. Pittsfield (MA), City of, Massachusetts
- 2297. Plainville (MA), Town of, Massachusetts
- 2298. Plymouth (MA), County of, Massachusetts
- 2299. Plymouth (MA), Town of, Massachusetts
- 2300. Plymouth County Retirement Association (MA), Massachusetts
- 2301. Plympton (MA), Town of, Massachusetts
- 2302. Provincetown (MA), Town of, Massachusetts
- 2303. Quincy (MA), City of, Massachusetts
- 2304. Randolph (MA), Town of, Massachusetts
- 2305. Rehoboth (MA), Town of, Massachusetts
- 2306. Revere (MA), City of, Massachusetts
- 2307. Rochester (MA), Town of, Massachusetts
- 2308. Rockland (MA), Town of, Massachusetts
- 2309. Salem (MA), City of, Massachusetts
- 2310. Salisbury (MA), Town of, Massachusetts
- 2311. Sandwich (MA), Town of, Massachusetts
- 2312. Scituate (MA), Town of, Massachusetts
- 2313. Seekonk (MA), Town of, Massachusetts
- 2314. Sheffield (MA), Town of, Massachusetts
- 2315. Shirley (MA), Town of, Massachusetts
- 2316. Silver Lake Regional School District (MA), Massachusetts
- 2317. Somerset (MA), Town of, Massachusetts
- 2318. Somerville (MA), City of, Massachusetts
- 2319. South Hadley (MA), Town of, Massachusetts
- 2320. South Shore Educational Collaborative (MA), Massachusetts
- 2321. South Shore Regional Emergency Communication Center (MA), Massachusetts
- 2322. South Shore Vocational School District (MA), Massachusetts
- 2323. Southbridge (MA), Town of, Massachusetts
- 2324. Southeastern Regional Transit Authority (MA), Massachusetts
- 2325. Southfield Redevelopment Authority (MA), Massachusetts
- 2326. Spencer (MA), Town of, Massachusetts
- 2327. Springfield (MA), City of, Massachusetts
- 2328. Stoneham (MA), Town of, Massachusetts
- 2329. Stoughton (MA), Town of, Massachusetts
- 2330. Sturbridge (MA), Town of, Massachusetts
- 2331. Sudbury (MA), Town of, Massachusetts
- 2332. Sutton (MA), Town of, Massachusetts
- 2333. Swampscott (MA), Town of, Massachusetts
- 2334. Templeton (MA), Town of, Massachusetts
- 2335. Tewksbury (MA), Town of, Massachusetts
- 2336. Truro (MA), Town of, Massachusetts
- 2337. Tyngsborough (MA), Town of, Massachusetts
- 2338. Upton (MA), Town of, Massachusetts
- 2339. Wakefield (MA), Town of, Massachusetts
- 2340. Walpole (MA), Town of, Massachusetts
- 2341. Ware (MA), Town of, Massachusetts
- 2342. Wareham (MA), Town of, Massachusetts
- 2343. Wareham Fire District (MA), Massachusetts
- 2344. Warren (MA), Town of, Massachusetts
- 2345. Watertown (MA), Town of, Massachusetts
- 2346. Wellfleet (MA), Town of, Massachusetts
- 2347. West Boylston (MA), Town of, Massachusetts
- 2348. West Bridgewater (MA), Town of, Massachusetts
- 2349. West Springfield (MA), Town of, Massachusetts
- 2350. West Tisbury (MA), Town of, Massachusetts
- 2351. Westborough (MA), Town of, Massachusetts
- 2352. Westford (MA), Town of, Massachusetts
- 2353. Weymouth (MA), Town of, Massachusetts
- 2354. Whitman (MA), Town of, Massachusetts
- 2355. Whitman-Hanson Regional School District (MA), Massachusetts
- 2356. Williamsburg (MA), Town of, Massachusetts

DRAFT – SUBJECT TO CHANGE FOR QUALITY CONTROL PURPOSES

- 2357. Wilmington (MA), Town of, Massachusetts
- 2358. Winchendon (MA), Town of, Massachusetts
- 2359. Winthrop (MA), Town of, Massachusetts
- 2360. Woburn (MA), City of, Massachusetts
- 2361. Worcester (MA), City of, Massachusetts
- 2362. Alcona (MI), County of, Michigan
- 2363. Alger (MI), County of, Michigan
- 2364. Alpena (MI), County of, Michigan
- 2365. Antrim (MI), County of, Michigan
- 2366. Arenac (MI), County of, Michigan
- 2367. Baraga (MI), County of, Michigan
- 2368. Bay (MI), County of, Michigan
- 2369. Benzie (MI), County of, Michigan
- 2370. Berrien (MI), County of, Michigan
- 2371. Branch (MI), County of, Michigan
- 2372. Calhoun (MI), County of, Michigan
- 2373. Canton (MI), Charter Township of, Michigan
- 2374. Cass (MI), County of, Michigan
- 2375. Charlevoix (MI), County of, Michigan
- 2376. Cheboygan (MI), County of, Michigan
- 2377. Chippewa (MI), County of, Michigan
- 2378. Clinton (MI), County of, Michigan
- 2379. Clinton (MI), Charter Township of, Michigan
- 2380. Crawford (MI), County of, Michigan
- 2381. Delta (MI), County of, Michigan
- 2382. Detroit (MI), City of, Michigan
- 2383. Detroit Wayne Mental Health Authority (MI), Michigan
- 2384. Dickinson (MI), County of, Michigan
- 2385. East Lansing (MI), City of, Michigan
- 2386. Eaton (MI), County of, Michigan
- 2387. Escanaba (MI), City of, Michigan
- 2388. Flint (MI), City of, Michigan
- 2389. Genesee (MI), County of, Michigan
- 2390. Grand Rapids (MI), City of, Michigan
- 2391. Grand Traverse (MI), County of, Michigan
- 2392. Gratiot (MI), County of, Michigan
- 2393. Harrison (MI), Charter Township of, Michigan
- 2394. Hillsdale (MI), County of, Michigan
- 2395. Houghton (MI), County of, Michigan
- 2396. Huron (MI), Charter Township of, Michigan
- 2397. Ingham (MI), County of, Michigan
- 2398. Ionia (MI), County of, Michigan
- 2399. Iosco (MI), County of, Michigan
- 2400. Iron (MI), County of, Michigan
- 2401. Iron Mountain (MI), City of, Michigan
- 2402. Isabella (MI), County of, Michigan
- 2403. Jackson (MI), City of, Michigan
- 2404. Kalamazoo (MI), County of, Michigan
- 2405. Kent (MI), County of, Michigan
- 2406. Lake (MI), County of, Michigan
- 2407. Lansing (MI), City of, Michigan
- 2408. Leelanau (MI), County of, Michigan
- 2409. Lenawee (MI), County of, Michigan
- 2410. Livingston (MI), County of, Michigan
- 2411. Livonia (MI), City of, Michigan
- 2412. Luce (MI), County of, Michigan
- 2413. Macomb (MI), County of, Michigan
- 2414. Manistee (MI), County of, Michigan
- 2415. Marquette (MI), County of, Michigan
- 2416. Mason (MI), County of, Michigan
- 2417. Monroe (MI), County of, Michigan
- 2418. Montcalm (MI), County of, Michigan
- 2419. Montmorency (MI), County of, Michigan
- 2420. Muskegon (MI), County of, Michigan
- 2421. Newaygo (MI), County of, Michigan
- 2422. Northville (MI), Charter Township of, Michigan
- 2423. Oakland (MI), County of, Michigan
- 2424. Oceana (MI), County of, Michigan
- 2425. Ogemaw (MI), County of, Michigan
- 2426. Ontonagon (MI), County of, Michigan
- 2427. Osceola (MI), County of, Michigan
- 2428. Otsego (MI), County of, Michigan
- 2429. Pittsfield (MI), Charter Township of, Michigan
- 2430. Pontiac (MI), City of, Michigan
- 2431. Presque Isle (MI), County of, Michigan
- 2432. Romulus (MI), City of, Michigan
- 2433. Roscommon (MI), County of, Michigan
- 2434. Saginaw (MI), County of, Michigan
- 2435. Sanilac (MI), County of, Michigan
- 2436. Sault Ste. Marie (MI), City of, Michigan
- 2437. Shiawassee (MI), County of, Michigan
- 2438. St. Clair (MI), County of, Michigan

DRAFT – SUBJECT TO CHANGE FOR QUALITY CONTROL PURPOSES

- 2439. Sterling Heights (MI), City of, Michigan
- 2440. Traverse City (MI), City of, Michigan
- 2441. Tuscola (MI), County of, Michigan
- 2442. Van Buren (MI), Charter Township of, Michigan
- 2443. Warren (MI), City of, Michigan
- 2444. Washtenaw (MI), County of, Michigan
- 2445. Wayne (MI), City of, Michigan
- 2446. Wayne (MI), County of, Michigan
- 2447. Westland (MI), City of, Michigan
- 2448. Wexford (MI), County of, Michigan
- 2449. Anoka (MN), County of, Minnesota
- 2450. Beltrami (MN), County of, Minnesota
- 2451. Big Stone (MN), County of, Minnesota
- 2452. Board of Education of Minnetonka School District No. 276 (MN), Minnesota
- 2453. Carlton (MN), County of, Minnesota
- 2454. Carver (MN), County of, Minnesota
- 2455. Coon Rapids (MN), City of, Minnesota
- 2456. Dakota (MN), County of, Minnesota
- 2457. Douglas (MN), County of, Minnesota
- 2458. Duluth (MN), City of, Minnesota
- 2459. Freeborn (MN), County of, Minnesota
- 2460. Hennepin (MN), County of, Minnesota
- 2461. Itasca (MN), County of, Minnesota
- 2462. McLeod (MN), County of, Minnesota
- 2463. Meeker (MN), County of, Minnesota
- 2464. Minneapolis (MN), City of, Minnesota
- 2465. Minnesota Prairie Health Alliance (MN), Minnesota
- 2466. Morrison (MN), County of, Minnesota
- 2467. Mower (MN), County of, Minnesota
- 2468. North St. Paul (MN), City of, Minnesota
- 2469. Olmsted (MN), County of, Minnesota
- 2470. Pine (MN), County of, Minnesota
- 2471. Proctor (MN), City of, Minnesota
- 2472. Ramsey (MN), County of, Minnesota
- 2473. Rochester (MN), City of, Minnesota
- 2474. Roseau (MN), County of, Minnesota
- 2475. Saint Paul (MN), City of, Minnesota
- 2476. Sibley (MN), County of, Minnesota
- 2477. St. Louis (MN), County of, Minnesota
- 2478. Steele (MN), County of, Minnesota
- 2479. Waseca (MN), County of, Minnesota
- 2480. Washington (MN), County of, Minnesota
- 2481. Winona (MN), County of, Minnesota
- 2482. Wright (MN), County of, Minnesota
- 2483. Yellow Medicine (MN), County of, Minnesota
- 2484. Adams (MS), County of, Mississippi
- 2485. Amite (MS), County of, Mississippi
- 2486. Amory (MS), City of, Mississippi
- 2487. Arcola (MS), Town of, Mississippi
- 2488. Attala (MS), County of, Mississippi
- 2489. Benton (MS), County of, Mississippi
- 2490. Bolivar (MS), County of, Mississippi
- 2491. Brookhaven (MS), City of, Mississippi
- 2492. Caledonia (MS), Town of, Mississippi
- 2493. Carroll (MS), County of, Mississippi
- 2494. Charleston (MS), City of, Mississippi
- 2495. Chickasaw (MS), County of, Mississippi
- 2496. Claiborne (MS), County of, Mississippi
- 2497. Clarke (MS), County of, Mississippi
- 2498. Clarksdale (MS), City of, Mississippi
- 2499. Cleveland (MS), City of, Mississippi
- 2500. Columbia (MS), City of, Mississippi
- 2501. Columbus (MS), City of, Mississippi
- 2502. Copeiah (MS), County of, Mississippi
- 2503. Covington (MS), County of, Mississippi
- 2504. DeSoto (MS), County of, Mississippi
- 2505. Diamondhead (MS), City of, Mississippi
- 2506. Forrest (MS), County of, Mississippi
- 2507. Franklin (MS), County of, Mississippi
- 2508. Gautier (MS), City of, Mississippi
- 2509. George (MS), County of, Mississippi
- 2510. Greene (MS), County of, Mississippi
- 2511. Greenwood (MS), City of, Mississippi
- 2512. Grenada (MS), City of, Mississippi
- 2513. Grenada (MS), County of, Mississippi
- 2514. Gulfport (MS), City of, Mississippi
- 2515. Hancock (MS), County of, Mississippi
- 2516. Harrison (MS), County of, Mississippi
- 2517. Hattiesburg (MS), City of, Mississippi
- 2518. Hinds (MS), County of, Mississippi
- 2519. Holly Springs (MS), City of, Mississippi
- 2520. Holmes (MS), County of, Mississippi
- 2521. Humphreys (MS), County of, Mississippi
- 2522. Indianola (MS), City of, Mississippi
- 2523. Issaquena (MS), County of, Mississippi
- 2524. Itawamba (MS), County of, Mississippi
- 2525. Iuka (MS), City of, Mississippi
- 2526. Jackson (MS), City of, Mississippi
- 2527. Jackson (MS), County of, Mississippi
- 2528. Jefferson (MS), County of, Mississippi

DRAFT – SUBJECT TO CHANGE FOR QUALITY CONTROL PURPOSES

2529. Jefferson Davis (MS), County of, Mississippi
2530. Jones (MS), County of, Mississippi
2531. Jonestown (MS), City of, Mississippi
2532. Kemper (MS), County of, Mississippi
2533. Kosciusko (MS), City of, Mississippi
2534. Lafayette (MS), County of, Mississippi
2535. Lauderdale (MS), County of, Mississippi
2536. Laurel (MS), City of, Mississippi
2537. Lawrence (MS), County of, Mississippi
2538. Leakesville (MS), Town of, Mississippi
2539. Lee (MS), County of, Mississippi
2540. Leflore (MS), County of, Mississippi
2541. Lincoln (MS), County of, Mississippi
2542. Long Beach (MS), City of, Mississippi
2543. Lumberton (MS), City of, Mississippi
2544. Madison (MS), County of, Mississippi
2545. Marion (MS), County of, Mississippi
2546. Marshall (MS), County of, Mississippi
2547. McLain (MS), Town of, Mississippi
2548. Memorial Hospital at Gulfport (MS), Mississippi
2549. Meridian (MS), City of, Mississippi
2550. Monroe (MS), County of, Mississippi
2551. Morton (MS), City of, Mississippi
2552. Moss Point (MS), City of, Mississippi
2553. Mound Bayou (MS), City of, Mississippi
2554. Neshoba (MS), County of, Mississippi
2555. Nettleton (MS), City of, Mississippi
2556. New Albany (MS), City of, Mississippi
2557. Ocean Springs (MS), City of, Mississippi
2558. Panola (MS), County of, Mississippi
2559. Pascagoula (MS), City of, Mississippi
2560. Pearl River (MS), County of, Mississippi
2561. Pearl River County Hospital (MS), Mississippi
2562. Perry (MS), County of, Mississippi
2563. Philadelphia (MS), City of, Mississippi
2564. Prentiss (MS), County of, Mississippi
2565. Quitman (MS), City of, Mississippi
2566. Scott (MS), County of, Mississippi
2567. Shannon (MS), City of, Mississippi
2568. Sharkey-Issaquena Community Hospital (MS), Mississippi
2569. Shubuta (MS), Town of, Mississippi
2570. South Central Regional Medical Center (MS), Mississippi
2571. Southwest Mississippi Regional Medical Center (MS), Mississippi
2572. Starkville (MS), City of, Mississippi
2573. Stone (MS), County of, Mississippi
2574. Summit (MS), Town of, Mississippi
2575. Sunflower (MS), County of, Mississippi
2576. Tallahatchie (MS), County of, Mississippi
2577. Tate (MS), County of, Mississippi
2578. Tippah (MS), County of, Mississippi
2579. Tishomingo (MS), County of, Mississippi
2580. Tunica (MS), County of, Mississippi
2581. Tupelo (MS), City of, Mississippi
2582. Union (MS), County of, Mississippi
2583. Verona (MS), City of, Mississippi
2584. Vicksburg (MS), City of, Mississippi
2585. Walthall (MS), County of, Mississippi
2586. Washington (MS), County of, Mississippi
2587. Wayne (MS), County of, Mississippi
2588. Waynesboro (MS), City of, Mississippi
2589. Webb (MS), City of, Mississippi
2590. Wiggins (MS), City of, Mississippi
2591. Yalobusha (MS), County of, Mississippi
2592. Adair (MO), County of, Missouri
2593. Andrew (MO), County of, Missouri
2594. Atchison (MO), County of, Missouri
2595. Audrain (MO), County of, Missouri
2596. Barry (MO), County of, Missouri
2597. Barton (MO), County of, Missouri
2598. Boone (MO), County of, Missouri
2599. Buchanan (MO), County of, Missouri
2600. Butler (MO), County of, Missouri
2601. Callaway (MO), County of, Missouri
2602. Camden (MO), County of, Missouri
2603. Cape Girardeau (MO), County of, Missouri
2604. Cass (MO), County of, Missouri
2605. Chariton (MO), County of, Missouri
2606. Christian (MO), County of, Missouri
2607. Clinton (MO), County of, Missouri
2608. Cole (MO), County of, Missouri
2609. Crawford (MO), County of, Missouri
2610. Dade (MO), County of, Missouri
2611. DeKalb (MO), County of, Missouri
2612. Dent (MO), County of, Missouri

DRAFT – SUBJECT TO CHANGE FOR QUALITY CONTROL PURPOSES

- 2613. Douglas (MO), County of, Missouri
- 2614. Dunklin (MO), County of, Missouri
- 2615. Franklin (MO), County of, Missouri
- 2616. Gasconade (MO), County of, Missouri
- 2617. Greene (MO), County of, Missouri
- 2618. Grundy (MO), County of, Missouri
- 2619. Harrisonville (MO), City of, Missouri
- 2620. Henry (MO), County of, Missouri
- 2621. Hickory (MO), County of, Missouri
- 2622. Howell (MO), County of, Missouri
- 2623. Independence (MO), City of, Missouri
- 2624. Iron (MO), County of, Missouri
- 2625. Jackson (MO), County of, Missouri
- 2626. Jasper (MO), County of, Missouri
- 2627. Jefferson (MO), County of, Missouri
- 2628. Johnson (MO), County of, Missouri
- 2629. Joplin (MO), City of, Missouri
- 2630. Kansas City (MO), City of, Missouri
- 2631. Kinloch Fire Protection District of St. Louis County (MO), Missouri
- 2632. Knox (MO), County of, Missouri
- 2633. Lafayette (MO), County of, Missouri
- 2634. Lawrence (MO), County of, Missouri
- 2635. Lewis (MO), County of, Missouri
- 2636. Lincoln (MO), County of, Missouri
- 2637. Livingston (MO), County of, Missouri
- 2638. Madison (MO), County of, Missouri
- 2639. Maries (MO), County of, Missouri
- 2640. McDonald (MO), County of, Missouri
- 2641. Miller (MO), County of, Missouri
- 2642. Moniteau (MO), County of, Missouri
- 2643. Montgomery (MO), County of, Missouri
- 2644. Morgan (MO), County of, Missouri
- 2645. New Madrid (MO), County of, Missouri
- 2646. Nodaway (MO), County of, Missouri
- 2647. Northeast Ambulance and Fire Protection District of St. Louis County (MO), Missouri
- 2648. Osage (MO), County of, Missouri
- 2649. Ozark (MO), County of, Missouri
- 2650. Pemiscot (MO), County of, Missouri
- 2651. Perry (MO), County of, Missouri
- 2652. Pettis (MO), County of, Missouri
- 2653. Phelps (MO), County of, Missouri
- 2654. Pike (MO), County of, Missouri
- 2655. Polk (MO), County of, Missouri
- 2656. Pulaski (MO), County of, Missouri
- 2657. Ralls (MO), County of, Missouri
- 2658. Randolph (MO), County of, Missouri
- 2659. Ray (MO), County of, Missouri
- 2660. Reynolds (MO), County of, Missouri
- 2661. Ripley (MO), County of, Missouri
- 2662. Saint Joseph (MO), City of, Missouri
- 2663. Schuyler (MO), County of, Missouri
- 2664. Scott (MO), County of, Missouri
- 2665. Sedalia (MO), City of, Missouri
- 2666. Shannon (MO), County of, Missouri
- 2667. Shelby (MO), County of, Missouri
- 2668. Springfield (MO), City of, Missouri
- 2669. St. Charles (MO), County of, Missouri
- 2670. St. Clair (MO), County of, Missouri
- 2671. St. Francois (MO), County of, Missouri
- 2672. St. Louis (MO), City of, Missouri
- 2673. St. Louis (MO), County of, Missouri
- 2674. Ste. Genevieve (MO), County of, Missouri
- 2675. Stone (MO), County of, Missouri
- 2676. Taney (MO), County of, Missouri
- 2677. Texas (MO), County of, Missouri
- 2678. Vernon (MO), County of, Missouri
- 2679. Warren (MO), County of, Missouri
- 2680. Washington (MO), County of, Missouri
- 2681. Webster (MO), County of, Missouri
- 2682. Worth (MO), County of, Missouri
- 2683. Wright (MO), County of, Missouri
- 2684. Anaconda-Deer Lodge (MT), County of, Montana
- 2685. Cascade (MT), County of, Montana
- 2686. Gallatin (MT), County of, Montana
- 2687. Great Falls (MT), City of, Montana
- 2688. Lake (MT), County of, Montana
- 2689. Missoula (MT), City of, Montana
- 2690. Missoula (MT), County of, Montana
- 2691. Douglas (NE), County of, Nebraska
- 2692. Keith (NE), County of, Nebraska
- 2693. Knox (NE), County of, Nebraska
- 2694. Lincoln (NE), County of, Nebraska
- 2695. Sarpy (NE), County of, Nebraska
- 2696. South Sioux City (NE), City of, Nebraska
- 2697. Boulder City (NV), City of, Nevada
- 2698. Carson City (NV), City of, Nevada
- 2699. Central Lyon County Fire Protection District (NV), Nevada

DRAFT – SUBJECT TO CHANGE FOR QUALITY CONTROL PURPOSES

- 2700. Churchill (NV), County of, Nevada
- 2701. Douglas (NV), County of, Nevada
- 2702. Ely (NV), City of, Nevada
- 2703. Fernley (NV), City of, Nevada
- 2704. Henderson (NV), City of, Nevada
- 2705. Humboldt (NV), County of, Nevada
- 2706. Las Vegas (NV), City of, Nevada
- 2707. Lincoln (NV), County of, Nevada
- 2708. Lyon (NV), County of, Nevada
- 2709. Mesquite (NV), City of, Nevada
- 2710. North Las Vegas (NV), City of, Nevada
- 2711. North Lyon County Fire Protection District (NV), Nevada
- 2712. Nye (NV), County of, Nevada
- 2713. Reno (NV), City of, Nevada
- 2714. Sparks (NV), City of, Nevada
- 2715. Washoe (NV), County of, Nevada
- 2716. West Wendover (NV), City of, Nevada
- 2717. White Pine (NV), County of, Nevada
- 2718. Belknap (NH), County of, New Hampshire
- 2719. Belmont (NH), City of, New Hampshire
- 2720. Berlin (NH), City of, New Hampshire
- 2721. Board of Education of Goshen School District (NH), New Hampshire
- 2722. Board of Education of Kearsarge RSU-School Administrative Unit 65 (NH), New Hampshire
- 2723. Board of Education of Lebanon School District (NH), New Hampshire
- 2724. Board of Education of Pittsfield School District (NH), New Hampshire
- 2725. Board of Education of Tamworth School District (NH), New Hampshire
- 2726. Carroll (NH), County of, New Hampshire
- 2727. Cheshire (NH), County of, New Hampshire
- 2728. Claremont (NH), City of, New Hampshire
- 2729. Concord (NH), City of, New Hampshire
- 2730. Coos (NH), County of, New Hampshire
- 2731. Derry (NH), Town of, New Hampshire
- 2732. Dover (NH), City of, New Hampshire
- 2733. Franklin (NH), City of, New Hampshire
- 2734. Grafton (NH), County of, New Hampshire
- 2735. Hillsborough (NH), County of, New Hampshire
- 2736. Keene (NH), City of, New Hampshire
- 2737. Laconia (NH), City of, New Hampshire
- 2738. Londonderry (NH), Town of, New Hampshire
- 2739. Manchester (NH), City of, New Hampshire
- 2740. Merrimack (NH), County of, New Hampshire
- 2741. Nashua (NH), City of, New Hampshire
- 2742. Rochester (NH), City of, New Hampshire
- 2743. Rockingham (NH), County of, New Hampshire
- 2744. Strafford (NH), County of, New Hampshire
- 2745. Sullivan (NH), County of, New Hampshire
- 2746. Atlantic (NJ), County of, New Jersey
- 2747. Barnegat (NJ), Township of, New Jersey
- 2748. Bayonne (NJ), City of, New Jersey
- 2749. Bergen (NJ), County of, New Jersey
- 2750. Bloomfield (NJ), Township of, New Jersey
- 2751. Brick (NJ), Township of, New Jersey
- 2752. Burlington (NJ), County of, New Jersey
- 2753. Camden (NJ), County of, New Jersey
- 2754. Cape May (NJ), County of, New Jersey
- 2755. Clifton (NJ), City of, New Jersey
- 2756. Clinton (NJ), Town of, New Jersey
- 2757. Cumberland (NJ), County of, New Jersey
- 2758. Elizabeth (NJ), City of, New Jersey
- 2759. Essex (NJ), County of, New Jersey
- 2760. Hudson (NJ), County of, New Jersey
- 2761. Irvington (NJ), Township of, New Jersey
- 2762. Jersey City (NJ), City of, New Jersey
- 2763. Monmouth (NJ), County of, New Jersey
- 2764. Newark (NJ), City of, New Jersey
- 2765. Ocean (NJ), County of, New Jersey
- 2766. Paramus (NJ), Borough of, New Jersey
- 2767. Passaic (NJ), County of, New Jersey
- 2768. Paterson (NJ), City of, New Jersey
- 2769. Ridgefield (NJ), Borough of, New Jersey
- 2770. Saddle Brook (NJ), Township of, New Jersey
- 2771. Sussex (NJ), County of, New Jersey

DRAFT – SUBJECT TO CHANGE FOR QUALITY CONTROL PURPOSES

- 2772. Trenton (NJ), City of, New Jersey
- 2773. Union (NJ), County of, New Jersey
- 2774. Alamogordo (NM), City of, New Mexico
- 2775. Albuquerque (NM), City of, New Mexico
- 2776. Bernalillo (NM), County of, New Mexico
- 2777. Catron (NM), County of, New Mexico
- 2778. Cibola (NM), County of, New Mexico
- 2779. Colfax (NM), County of, New Mexico
- 2780. Curry (NM), County of, New Mexico
- 2781. Dona Ana (NM), County of, New Mexico
- 2782. Española (NM), City of, New Mexico
- 2783. Grant (NM), County of, New Mexico
- 2784. Hidalgo (NM), County of, New Mexico
- 2785. Hobbs (NM), City of, New Mexico
- 2786. Las Cruces (NM), City of, New Mexico
- 2787. Lea (NM), County of, New Mexico
- 2788. Lincoln (NM), County of, New Mexico
- 2789. Luna (NM), County of, New Mexico
- 2790. McKinley (NM), County of, New Mexico
- 2791. Mora (NM), County of, New Mexico
- 2792. Otero (NM), County of, New Mexico
- 2793. Rio Arriba (NM), County of, New Mexico
- 2794. Roosevelt (NM), County of, New Mexico
- 2795. San Juan (NM), County of, New Mexico
- 2796. San Miguel (NM), County of, New Mexico
- 2797. Sandoval (NM), County of, New Mexico
- 2798. Santa Fe (NM), City of, New Mexico
- 2799. Santa Fe (NM), County of, New Mexico
- 2800. Sierra (NM), County of, New Mexico
- 2801. Socorro (NM), County of, New Mexico
- 2802. Taos (NM), County of, New Mexico
- 2803. Union (NM), County of, New Mexico
- 2804. Valencia (NM), County of, New Mexico
- 2805. Albany (NY), City of, New York
- 2806. Albany (NY), County of, New York
- 2807. Allegany (NY), County of, New York
- 2808. Amherst (NY), Town of, New York
- 2809. Amityville (NY), Village of, New York
- 2810. Amsterdam (NY), City of, New York
- 2811. Auburn (NY), City of, New York
- 2812. Babylon (NY), Incorporated Village of, New York
- 2813. Babylon (NY), Village of, New York
- 2814. Babylon (NY), Town of, New York
- 2815. Bellmore Fire District (NY), New York
- 2816. Bellport (NY), Village of, New York
- 2817. Board of Education of Rochester City School District (NY), New York
- 2818. Brookhaven (NY), Town of, New York
- 2819. Broome (NY), County of, New York
- 2820. Buffalo (NY), City of, New York
- 2821. Cattaraugus (NY), County of, New York
- 2822. Cayuga (NY), County of, New York
- 2823. Centereach Fire District (NY), New York
- 2824. Centerport Fire District (NY), New York
- 2825. Chautauqua (NY), County of, New York
- 2826. Cheektowaga (NY), Town of, New York
- 2827. Chemung (NY), County of, New York
- 2828. Chenango (NY), County of, New York
- 2829. Clarkstown (NY), Town of, New York
- 2830. Clinton (NY), County of, New York
- 2831. Columbia (NY), County of, New York
- 2832. Cortland (NY), County of, New York
- 2833. Dutchess (NY), County of, New York
- 2834. East Hampton (NY), Village of, New York
- 2835. East Rockaway (NY), Incorporated Village of, New York
- 2836. Erie (NY), County of, New York
- 2837. Essex (NY), County of, New York
- 2838. Farmingdale (NY), Incorporated Village of, New York
- 2839. Floral Park (NY), Incorporated Village of, New York
- 2840. Franklin (NY), County of, New York
- 2841. Fulton (NY), County of, New York
- 2842. Garden City (NY), Incorporated Village of, New York
- 2843. Genesee (NY), County of, New York
- 2844. Geneva (NY), City of, New York
- 2845. Great Neck (NY), Village of, New York
- 2846. Greene (NY), County of, New York
- 2847. Greenport (NY), Village of, New York
- 2848. Hamilton (NY), County of, New York
- 2849. Hauppauge Fire District (NY), New York

DRAFT – SUBJECT TO CHANGE FOR QUALITY CONTROL PURPOSES

- 2850. Haverstraw (NY), Town of, New York
- 2851. Hempstead (NY), Incorporated Village of, New York
- 2852. Hempstead (NY), Village of, New York
- 2853. Hempstead (NY), Town of, New York
- 2854. Herkimer (NY), Village of, New York
- 2855. Herkimer (NY), County of, New York
- 2856. Hicksville Water District (NY), New York
- 2857. Huntington (NY), Town of, New York
- 2858. Island Park (NY), Incorporated Village of, New York
- 2859. Islandia (NY), Incorporated Village of, New York
- 2860. Islip (NY), Town of, New York
- 2861. Islip Terrace Fire District (NY), New York
- 2862. Ithaca (NY), City of, New York
- 2863. Jefferson (NY), County of, New York
- 2864. Kingston (NY), City of, New York
- 2865. Lackawanna (NY), City of, New York
- 2866. Lake Grove (NY), Incorporated Village of, New York
- 2867. Lancaster (NY), Town of, New York
- 2868. Lawrence (NY), Incorporated Village of, New York
- 2869. Levittown Fire District (NY), New York
- 2870. Lewis (NY), County of, New York
- 2871. Lindenhurst (NY), Incorporated Village of, New York
- 2872. Livingston (NY), County of, New York
- 2873. Lloyd Harbor (NY), Incorporated Village of, New York
- 2874. Long Beach (NY), City of, New York
- 2875. Lynbrook (NY), Incorporated Village of, New York
- 2876. Madison (NY), County of, New York
- 2877. Massapequa Park (NY), Incorporated Village of, New York
- 2878. Melville Fire District (NY), New York
- 2879. Merrick Library (NY), New York
- 2880. Mill Neck (NY), Incorporated Village of, New York
- 2881. Miller Place Fire District (NY), New York
- 2882. Millerton (NY), Village of, New York
- 2883. Monroe (NY), County of, New York
- 2884. Montgomery (NY), County of, New York
- 2885. Mount Sinai Fire District (NY), New York
- 2886. Mount Vernon (NY), City of, New York
- 2887. Nassau (NY), County of, New York
- 2888. Nassau University Medical Center (NY), New York
- 2889. Nesconset Fire District (NY), New York
- 2890. New Hyde Park (NY), Incorporated Village of, New York
- 2891. New York (NY), City of, New York
- 2892. Niagara (NY), County of, New York
- 2893. Nissequogue (NY), Incorporated Village of, New York
- 2894. North Hempstead (NY), Town of, New York
- 2895. North Merrick Fire District (NY), New York
- 2896. North Patchogue Fire District (NY), New York
- 2897. Northport (NY), Incorporated Village of, New York
- 2898. Ogdensburg (NY), City of, New York
- 2899. Old Westbury (NY), Incorporated Village of, New York
- 2900. Oneida (NY), County of, New York
- 2901. Onondaga (NY), County of, New York
- 2902. Ontario (NY), County of, New York
- 2903. Orange (NY), County of, New York
- 2904. Orangetown (NY), Town of, New York
- 2905. Orleans (NY), County of, New York
- 2906. Oswego (NY), County of, New York
- 2907. Otsego (NY), County of, New York
- 2908. Oyster Bay (NY), Town of, New York
- 2909. Patchogue (NY), Incorporated Village of, New York
- 2910. Plainview - Old Bethpage Public Library (NY), New York
- 2911. Plattsburgh (NY), City of, New York
- 2912. Poquott (NY), Incorporated Village of, New York
- 2913. Port Washington North (NY), Village of, New York
- 2914. Port Washington Water District (NY), New York
- 2915. Poughkeepsie (NY), City of, New York
- 2916. Poughkeepsie (NY), Town of, New York

DRAFT – SUBJECT TO CHANGE FOR QUALITY CONTROL PURPOSES

- 2917. Putnam (NY), County of, New York
- 2918. Ramapo (NY), Town of, New York
- 2919. Rensselaer (NY), County of, New York
- 2920. Ridge Fire District (NY), New York
- 2921. Riverhead (NY), Town of, New York
- 2922. Rochester (NY), City of, New York
- 2923. Rockland (NY), County of, New York
- 2924. Rockville Centre Public Library (NY), New York
- 2925. Rome (NY), City of, New York
- 2926. Rosalyn Water District (NY), New York
- 2927. Saltaire (NY), Village of, New York
- 2928. Saratoga (NY), County of, New York
- 2929. Saratoga Springs (NY), City of, New York
- 2930. Schenectady (NY), City of, New York
- 2931. Schenectady (NY), County of, New York
- 2932. Schoharie (NY), County of, New York
- 2933. Schuylar (NY), County of, New York
- 2934. Seneca (NY), County of, New York
- 2935. Smithtown (NY), Town of, New York
- 2936. Smithtown Fire District (NY), New York
- 2937. South Farmingdale Fire District (NY), New York
- 2938. Southampton (NY), Town of, New York
- 2939. Southold (NY), Town of, New York
- 2940. St. James Fire District (NY), New York
- 2941. St. Lawrence (NY), County of, New York
- 2942. Steuben (NY), County of, New York
- 2943. Stewart Manor (NY), Village of, New York
- 2944. Stony Brook Fire District (NY), New York
- 2945. Stony Point (NY), Town of, New York
- 2946. Suffern (NY), Village of, New York
- 2947. Suffolk (NY), County of, New York
- 2948. Sullivan (NY), County of, New York
- 2949. Syracuse (NY), City of, New York
- 2950. The Branch (NY), Village of, New York
- 2951. Tioga (NY), County of, New York
- 2952. Tompkins (NY), County of, New York
- 2953. Tonawanda (NY), Town of, New York
- 2954. Troy (NY), City of, New York
- 2955. Ulster (NY), County of, New York
- 2956. Uniondale Fire District (NY), New York
- 2957. Utica (NY), City of, New York
- 2958. Valley Stream (NY), Incorporated Village of, New York
- 2959. Wappinger (NY), Town of, New York
- 2960. Wappingers Falls (NY), Village of, New York
- 2961. Wappingers Falls (NY), City of, New York
- 2962. Wappingers Falls (NY), Town of, New York
- 2963. Warren (NY), County of, New York
- 2964. Washington (NY), County of, New York
- 2965. West Hampton Dunes (NY), Incorporated Village of, New York
- 2966. West Haverstraw (NY), Village of, New York
- 2967. West Hempstead Public Library (NY), New York
- 2968. Westbury (NY), Incorporated Village of, New York
- 2969. Westchester (NY), County of, New York
- 2970. Wyoming (NY), County of, New York
- 2971. Yates (NY), County of, New York
- 2972. Yonkers (NY), City of, New York
- 2973. Alamance (NC), County of, North Carolina
- 2974. Alexander (NC), County of, North Carolina
- 2975. Alleghany (NC), County of, North Carolina
- 2976. Anson (NC), County of, North Carolina
- 2977. Ashe (NC), County of, North Carolina
- 2978. Beaufort (NC), County of, North Carolina
- 2979. Bertie (NC), County of, North Carolina
- 2980. Bladen (NC), County of, North Carolina
- 2981. Brunswick (NC), County of, North Carolina
- 2982. Buncombe (NC), County of, North Carolina
- 2983. Burke (NC), County of, North Carolina
- 2984. Cabarrus (NC), County of, North Carolina
- 2985. Caldwell (NC), County of, North Carolina
- 2986. Camden (NC), County of, North Carolina
- 2987. Canton (NC), City of, North Carolina
- 2988. Carteret (NC), County of, North Carolina

DRAFT – SUBJECT TO CHANGE FOR QUALITY CONTROL PURPOSES

- 2989. Caswell (NC), County of, North Carolina
- 2990. Catawba (NC), County of, North Carolina
- 2991. Chatham (NC), County of, North Carolina
- 2992. Cherokee (NC), County of, North Carolina
- 2993. Chowan (NC), County of, North Carolina
- 2994. Cleveland (NC), County of, North Carolina
- 2995. Columbus (NC), County of, North Carolina
- 2996. Craven (NC), County of, North Carolina
- 2997. Cumberland (NC), County of, North Carolina
- 2998. Currituck (NC), County of, North Carolina
- 2999. Dare (NC), County of, North Carolina
- 3000. Davidson (NC), County of, North Carolina
- 3001. Davie (NC), County of, North Carolina
- 3002. Duplin (NC), County of, North Carolina
- 3003. Durham (NC), County of, North Carolina
- 3004. Fayetteville (NC), City of, North Carolina
- 3005. Forsyth (NC), County of, North Carolina
- 3006. Franklin (NC), County of, North Carolina
- 3007. Gaston (NC), County of, North Carolina
- 3008. Granville (NC), County of, North Carolina
- 3009. Greene (NC), County of, North Carolina
- 3010. Greensboro (NC), City of, North Carolina
- 3011. Guilford (NC), County of, North Carolina
- 3012. Halifax (NC), County of, North Carolina
- 3013. Haywood (NC), County of, North Carolina
- 3014. Henderson (NC), City of, North Carolina
- 3015. Hickory (NC), City of, North Carolina
- 3016. Iredell (NC), County of, North Carolina
- 3017. Jacksonville (NC), City of, North Carolina
- 3018. Jones (NC), County of, North Carolina
- 3019. Lee (NC), County of, North Carolina
- 3020. Lenoir (NC), County of, North Carolina
- 3021. Lincoln (NC), County of, North Carolina
- 3022. Madison (NC), County of, North Carolina
- 3023. Martin (NC), County of, North Carolina
- 3024. McDowell (NC), County of, North Carolina
- 3025. Mecklenburg (NC), County of, North Carolina
- 3026. Mitchell (NC), County of, North Carolina
- 3027. Moore (NC), County of, North Carolina
- 3028. New Hanover (NC), County of, North Carolina
- 3029. Onslow (NC), County of, North Carolina
- 3030. Orange (NC), County of, North Carolina
- 3031. Pamlico (NC), County of, North Carolina
- 3032. Pasquotank (NC), County of, North Carolina
- 3033. Person (NC), County of, North Carolina
- 3034. Pitt (NC), County of, North Carolina
- 3035. Polk (NC), County of, North Carolina
- 3036. Randolph (NC), County of, North Carolina
- 3037. Richmond (NC), County of, North Carolina
- 3038. Robeson (NC), County of, North Carolina
- 3039. Rockingham (NC), County of, North Carolina
- 3040. Rowan (NC), County of, North Carolina
- 3041. Rutherford (NC), County of, North Carolina
- 3042. Sampson (NC), County of, North Carolina
- 3043. Scotland (NC), County of, North Carolina
- 3044. Stokes (NC), County of, North Carolina
- 3045. Surry (NC), County of, North Carolina
- 3046. Tyrrell (NC), County of, North Carolina
- 3047. Vance (NC), County of, North Carolina
- 3048. Warren (NC), County of, North Carolina
- 3049. Washington (NC), County of, North Carolina
- 3050. Watauga (NC), County of, North Carolina
- 3051. Wayne (NC), County of, North Carolina
- 3052. Wilkes (NC), County of, North Carolina

DRAFT – SUBJECT TO CHANGE FOR QUALITY CONTROL PURPOSES

- 3053. Wilmington (NC), City of, North Carolina
- 3054. Winston-Salem (NC), City of, North Carolina
- 3055. Yadkin (NC), County of, North Carolina
- 3056. Yancey (NC), County of, North Carolina
- 3057. Barnes (ND), County of, North Dakota
- 3058. Benson (ND), County of, North Dakota
- 3059. Bismarck (ND), City of, North Dakota
- 3060. Burleigh (ND), County of, North Dakota
- 3061. Cass (ND), County of, North Dakota
- 3062. Devils Lake (ND), City of, North Dakota
- 3063. Dickey (ND), County of, North Dakota
- 3064. Dunn (ND), County of, North Dakota
- 3065. Eddy (ND), County of, North Dakota
- 3066. Fargo (ND), City of, North Dakota
- 3067. Foster (ND), County of, North Dakota
- 3068. Grand Forks (ND), City of, North Dakota
- 3069. Grand Forks (ND), County of, North Dakota
- 3070. Lamoure (ND), County of, North Dakota
- 3071. Lisbon (ND), City of, North Dakota
- 3072. McKenzie (ND), County of, North Dakota
- 3073. McLean (ND), County of, North Dakota
- 3074. Mercer (ND), County of, North Dakota
- 3075. Mountrail (ND), County of, North Dakota
- 3076. Pembina (ND), County of, North Dakota
- 3077. Pierce (ND), County of, North Dakota
- 3078. Ramsey (ND), County of, North Dakota
- 3079. Ransom (ND), County of, North Dakota
- 3080. Richland (ND), County of, North Dakota
- 3081. Rolette (ND), County of, North Dakota
- 3082. Sargent (ND), County of, North Dakota
- 3083. Stark (ND), County of, North Dakota
- 3084. Towner (ND), County of, North Dakota
- 3085. Walsh (ND), County of, North Dakota
- 3086. Ward (ND), County of, North Dakota
- 3087. Wells (ND), County of, North Dakota
- 3088. Williams (ND), County of, North Dakota
- 3089. Adams (OH), County of, Ohio
- 3090. Akron, (OH), City of, Ohio
- 3091. Allen (OH), County of, Ohio
- 3092. Ashland (OH), City of, Ohio
- 3093. Ashland (OH), County of, Ohio
- 3094. Ashtabula (OH), County of, Ohio
- 3095. Athens (OH), County of, Ohio
- 3096. Auglaize (OH), County of, Ohio
- 3097. Aurora (OH), City of, Ohio
- 3098. Barberton (OH), City of, Ohio
- 3099. Belmont (OH), County of, Ohio
- 3100. Boston (OH), Township of, Ohio
- 3101. Boston Heights (OH), Village of, Ohio
- 3102. Broadview Heights (OH), City of, Ohio
- 3103. Brooklyn Heights (OH), Village of, Ohio
- 3104. Brown (OH), County of, Ohio
- 3105. Brunswick (OH), City of, Ohio
- 3106. Butler (OH), County of, Ohio
- 3107. Carroll (OH), County of, Ohio
- 3108. Champaign (OH), County of, Ohio
- 3109. Cincinnati (OH), City of, Ohio
- 3110. Clermont (OH), County of, Ohio
- 3111. Cleveland (OH), City of, Ohio
- 3112. Clinton (OH), Village of, Ohio
- 3113. Clinton (OH), County of, Ohio
- 3114. Columbiana (OH), County of, Ohio
- 3115. Columbus (OH), City of, Ohio
- 3116. Copley (OH), Township of, Ohio
- 3117. Coshocton (OH), County of, Ohio
- 3118. Coventry (OH), Township of, Ohio
- 3119. Crawford (OH), County of, Ohio
- 3120. Cuyahoga Falls (OH), City of, Ohio
- 3121. Darke (OH), County of, Ohio
- 3122. Dayton (OH), City of, Ohio
- 3123. Delaware (OH), County of, Ohio
- 3124. East Cleveland (OH), City of, Ohio
- 3125. Elyria (OH), City of, Ohio
- 3126. Erie (OH), County of, Ohio
- 3127. Euclid (OH), City of, Ohio
- 3128. Fairfield (OH), City of, Ohio
- 3129. Fairfield (OH), County of, Ohio
- 3130. Fairlawn (OH), City of, Ohio
- 3131. Fayette (OH), County of, Ohio
- 3132. Findlay (OH), City of, Ohio
- 3133. Fostoria (OH), City of, Ohio
- 3134. Four County Board of Alcohol, Drug Addiction and Mental Health Services (OH), Ohio
- 3135. Franklin (OH), County of, Ohio
- 3136. Fulton (OH), County of, Ohio
- 3137. Gallia (OH), County of, Ohio
- 3138. Garfield Heights (OH), City of, Ohio

DRAFT – SUBJECT TO CHANGE FOR QUALITY CONTROL PURPOSES

- 3139. Geauga (OH), County of, Ohio
- 3140. Green (OH), City of, Ohio
- 3141. Guernsey (OH), County of, Ohio
- 3142. Hamilton (OH), City of, Ohio
- 3143. Hamilton (OH), County of, Ohio
- 3144. Hancock (OH), County of, Ohio
- 3145. Harrison (OH), County of, Ohio
- 3146. Hocking (OH), County of, Ohio
- 3147. Huron (OH), City of, Ohio
- 3148. Huron (OH), County of, Ohio
- 3149. Ironton (OH), City of, Ohio
- 3150. Jackson (OH), County of, Ohio
- 3151. Jefferson (OH), County of, Ohio
- 3152. Kent (OH), City of, Ohio
- 3153. Knox (OH), County of, Ohio
- 3154. Lake (OH), County of, Ohio
- 3155. Lakemore (OH), Village of, Ohio
- 3156. Lakewood (OH), City of, Ohio
- 3157. Lawrence (OH), County of, Ohio
- 3158. Lebanon (OH), City of, Ohio
- 3159. Licking (OH), County of, Ohio
- 3160. Lima (OH), City of, Ohio
- 3161. Logan (OH), County of, Ohio
- 3162. Lorain (OH), City of, Ohio
- 3163. Lorain (OH), County of, Ohio
- 3164. Lucas (OH), County of, Ohio
- 3165. Lucas County Children Services Board of Trustees (OH), Ohio
- 3166. Lyndhurst (OH), City of, Ohio
- 3167. Macedonia (OH), City of, Ohio
- 3168. Mansfield (OH), City of, Ohio
- 3169. Marietta (OH), City of, Ohio
- 3170. Marion (OH), County of, Ohio
- 3171. Mayfield Heights (OH), City of, Ohio
- 3172. Medina (OH), County of, Ohio
- 3173. Meigs (OH), County of, Ohio
- 3174. Mental Health & Recovery Services Board of Allen, Auglaize, and Hardin Counties (OH), Ohio
- 3175. Mental Health & Recovery Services Board of Lucas County (OH), Ohio
- 3176. Mercer (OH), County of, Ohio
- 3177. Miami (OH), County of, Ohio
- 3178. Middletown (OH), City of, Ohio
- 3179. Mogadore (OH), Village of, Ohio
- 3180. Monroe (OH), County of, Ohio
- 3181. Montgomery (OH), County of, Ohio
- 3182. Morrow (OH), County of, Ohio
- 3183. Munroe Falls (OH), City of, Ohio
- 3184. Muskingum (OH), County of, Ohio
- 3185. New Franklin (OH), City of, Ohio
- 3186. Newburgh Heights (OH), Village of, Ohio
- 3187. Noble (OH), County of, Ohio
- 3188. North Olmsted (OH), City of, Ohio
- 3189. North Ridgeville (OH), City of, Ohio
- 3190. North Royalton (OH), City of, Ohio
- 3191. Norton (OH), City of, Ohio
- 3192. Norwalk (OH), City of, Ohio
- 3193. Olmsted Falls (OH), City of, Ohio
- 3194. Ottawa (OH), County of, Ohio
- 3195. Painesville (OH), Township of, Ohio
- 3196. Parma (OH), City of, Ohio
- 3197. Parma Heights (OH), City of, Ohio
- 3198. Peninsula (OH), Village of, Ohio
- 3199. Perry (OH), County of, Ohio
- 3200. Pike (OH), County of, Ohio
- 3201. Portage (OH), County of, Ohio
- 3202. Portsmouth (OH), City of, Ohio
- 3203. Ravenna (OH), City of, Ohio
- 3204. Richfield (OH), Village of, Ohio
- 3205. Richland County Children's Services (OH), Ohio
- 3206. Ross (OH), County of, Ohio
- 3207. Sandusky (OH), City of, Ohio
- 3208. Sandusky (OH), County of, Ohio
- 3209. Scioto (OH), County of, Ohio
- 3210. Seneca (OH), County of, Ohio
- 3211. Seven Hills (OH), City of, Ohio
- 3212. Shelby (OH), County of, Ohio
- 3213. Silver Lake (OH), Village of, Ohio
- 3214. Springfield (OH), Township of, Ohio
- 3215. St. Marys (OH), City of, Ohio
- 3216. Stark (OH), County of, Ohio
- 3217. Stow (OH), City of, Ohio
- 3218. Strongsville (OH), City of, Ohio
- 3219. Tallmadge (OH), City of, Ohio
- 3220. Toledo (OH), City of, Ohio
- 3221. Trumbull (OH), County of, Ohio
- 3222. Tuscarawas (OH), County of, Ohio
- 3223. Valley Fire District (OH), Ohio
- 3224. Van Wert (OH), City of, Ohio
- 3225. Van Wert (OH), County of, Ohio
- 3226. Vinton (OH), County of, Ohio

DRAFT – SUBJECT TO CHANGE FOR QUALITY CONTROL PURPOSES

- 3227. Warren (OH), City of, Ohio
- 3228. Warrensville Heights (OH), City of, Ohio
- 3229. Washington (OH), County of, Ohio
- 3230. Wayne (OH), County of, Ohio
- 3231. Wickliffe (OH), City of, Ohio
- 3232. Williams (OH), County of, Ohio
- 3233. Wyandot (OH), County of, Ohio
- 3234. Youngstown (OH), City of, Ohio
- 3235. Ada (OK), City of, Oklahoma
- 3236. Altus (OK), City of, Oklahoma
- 3237. Anadarko (OK), City of, Oklahoma
- 3238. Atoka (OK), County of, Oklahoma
- 3239. Beckham (OK), County of, Oklahoma
- 3240. Bethany (OK), City of, Oklahoma
- 3241. Broken Arrow (OK), City of, Oklahoma
- 3242. Burns Flat (OK), City of, Oklahoma
- 3243. Caddo (OK), County of, Oklahoma
- 3244. Choctaw (OK), County of, Oklahoma
- 3245. Cimarron (OK), County of, Oklahoma
- 3246. Cleveland (OK), County of, Oklahoma
- 3247. Coal (OK), County of, Oklahoma
- 3248. Comanche (OK), County of, Oklahoma
- 3249. Craig (OK), County of, Oklahoma
- 3250. Creek (OK), County of, Oklahoma
- 3251. Custer (OK), County of, Oklahoma
- 3252. Delaware (OK), County of, Oklahoma
- 3253. Dewey (OK), County of, Oklahoma
- 3254. Edmond (OK), City of, Oklahoma
- 3255. El Reno (OK), City of, Oklahoma
- 3256. Elk City (OK), City of, Oklahoma
- 3257. Enid (OK), City of, Oklahoma
- 3258. Fort Cobb (OK), City of, Oklahoma
- 3259. Garvin (OK), County of, Oklahoma
- 3260. Grady (OK), County of, Oklahoma
- 3261. Greer (OK), County of, Oklahoma
- 3262. Guthrie (OK), City of, Oklahoma
- 3263. Harmon (OK), County of, Oklahoma
- 3264. Harper (OK), County of, Oklahoma
- 3265. Haskell (OK), County of, Oklahoma
- 3266. Hughes (OK), County of, Oklahoma
- 3267. Jackson (OK), County of, Oklahoma
- 3268. Jefferson (OK), County of, Oklahoma
- 3269. Jenks (OK), City of, Oklahoma
- 3270. Johnston (OK), County of, Oklahoma
- 3271. Kay (OK), County of, Oklahoma
- 3272. Kiowa (OK), County of, Oklahoma
- 3273. Latimer (OK), County of, Oklahoma
- 3274. Lawton (OK), City of, Oklahoma
- 3275. Le Flore (OK), County of, Oklahoma
- 3276. Lincoln (OK), County of, Oklahoma
- 3277. Logan (OK), County of, Oklahoma
- 3278. Love (OK), County of, Oklahoma
- 3279. Major (OK), County of, Oklahoma
- 3280. Mayes (OK), County of, Oklahoma
- 3281. McClain (OK), County of, Oklahoma
- 3282. McCurtain (OK), County of, Oklahoma
- 3283. Midwest City (OK), City of, Oklahoma
- 3284. Muskogee (OK), City of, Oklahoma
- 3285. Muskogee (OK), County of, Oklahoma
- 3286. Mustang (OK), City of, Oklahoma
- 3287. Noble (OK), County of, Oklahoma
- 3288. Nowata (OK), County of, Oklahoma
- 3289. Okfuskee (OK), County of, Oklahoma
- 3290. Oklahoma (OK), County of, Oklahoma
- 3291. Oklahoma City (OK), City of, Oklahoma
- 3292. Okmulgee (OK), County of, Oklahoma
- 3293. Osage (OK), County of, Oklahoma
- 3294. Ottawa (OK), County of, Oklahoma
- 3295. Owasso (OK), City of, Oklahoma
- 3296. Pawnee (OK), County of, Oklahoma
- 3297. Payne (OK), County of, Oklahoma
- 3298. Pittsburg (OK), County of, Oklahoma
- 3299. Ponca City (OK), City of, Oklahoma
- 3300. Pottawatomie (OK), County of, Oklahoma
- 3301. Roger Mills (OK), County of, Oklahoma
- 3302. Rogers (OK), County of, Oklahoma
- 3303. Seminole (OK), City of, Oklahoma
- 3304. Seminole (OK), County of, Oklahoma
- 3305. Shawnee (OK), City of, Oklahoma
- 3306. Stephens (OK), County of, Oklahoma
- 3307. Stillwater (OK), City of, Oklahoma
- 3308. Texas (OK), County of, Oklahoma
- 3309. Tillman (OK), County of, Oklahoma
- 3310. Tulsa (OK), City of, Oklahoma
- 3311. Tulsa (OK), County of, Oklahoma
- 3312. Washington (OK), County of, Oklahoma
- 3313. Woods (OK), County of, Oklahoma
- 3314. Woodward (OK), County of, Oklahoma
- 3315. Yukon (OK), City of, Oklahoma
- 3316. Clackamas (OR), County of, Oregon
- 3317. Clatsop (OR), County of, Oregon
- 3318. Columbia (OR), County of, Oregon

DRAFT – SUBJECT TO CHANGE FOR QUALITY CONTROL PURPOSES

- 3319. Coos (OR), County of, Oregon
- 3320. Curry (OR), County of, Oregon
- 3321. Jackson (OR), County of, Oregon
- 3322. Josephine (OR), County of, Oregon
- 3323. Lane (OR), County of, Oregon
- 3324. Multnomah (OR), County of, Oregon
- 3325. Portland (OR), City of, Oregon
- 3326. Washington (OR), County of, Oregon
- 3327. Yamhill (OR), County of, Oregon
- 3328. Adams (PA), County of, Pennsylvania
- 3329. Aliquippa (PA), City of, Pennsylvania
- 3330. Allegheny (PA), County of, Pennsylvania
- 3331. Armstrong (PA), County of, Pennsylvania
- 3332. Beaver (PA), County of, Pennsylvania
- 3333. Bedford (PA), County of, Pennsylvania
- 3334. Bensalem (PA), Township of, Pennsylvania
- 3335. Berks (PA), County of (DA), Pennsylvania
- 3336. Bradford (PA), County of, Pennsylvania
- 3337. Bristol (PA), Township of, Pennsylvania
- 3338. Bucks (PA), County of, Pennsylvania
- 3339. Cambria (PA), County of, Pennsylvania
- 3340. Carbon (PA), County of, Pennsylvania
- 3341. Chester (PA), County of, Pennsylvania
- 3342. Clarion (PA), County of, Pennsylvania
- 3343. Clearfield (PA), County of, Pennsylvania
- 3344. Clinton (PA), County of, Pennsylvania
- 3345. Coatesville (PA), City of, Pennsylvania
- 3346. Columbia (PA), County of, Pennsylvania
- 3347. Cumberland (PA), County of, Pennsylvania
- 3348. Dauphin (PA), County of, Pennsylvania
- 3349. Delaware (PA), County of, Pennsylvania
- 3350. Edwardsville (PA), Borough of, Pennsylvania
- 3351. Erie (PA), County of, Pennsylvania
- 3352. Exeter (PA), Borough of, Pennsylvania
- 3353. Fairview (PA), Township of, Pennsylvania
- 3354. Fayette (PA), County of, Pennsylvania
- 3355. Forty Fort (PA), Borough of, Pennsylvania
- 3356. Franklin (PA), County of, Pennsylvania
- 3357. Greene (PA), County of, Pennsylvania
- 3358. Hanover (PA), Township of, Pennsylvania
- 3359. Hazleton (PA), City of, Pennsylvania
- 3360. Huntingdon (PA), County of, Pennsylvania
- 3361. Indiana (PA), County of, Pennsylvania
- 3362. Kingston (PA), Borough of, Pennsylvania
- 3363. Lackawanna (PA), County of, Pennsylvania
- 3364. Lawrence (PA), County of, Pennsylvania
- 3365. Lehigh (PA), County of (DA), Pennsylvania
- 3366. Lock Haven (PA), City of, Pennsylvania
- 3367. Lower Makefield (PA), Township of, Pennsylvania
- 3368. Lower Southampton (PA), Township of, Pennsylvania
- 3369. Luzerne (PA), County of, Pennsylvania
- 3370. Lycoming (PA), County of, Pennsylvania
- 3371. Mahoning (PA), Township of, Pennsylvania
- 3372. Mercer (PA), County of, Pennsylvania
- 3373. Middletown (PA), Township of, Pennsylvania
- 3374. Monroe (PA), County of, Pennsylvania
- 3375. Morrisville (PA), Borough of, Pennsylvania
- 3376. Nanticoke (PA), City of, Pennsylvania
- 3377. New Castle (PA), City of, Pennsylvania
- 3378. Newtown (PA), Township of, Pennsylvania
- 3379. Norristown (PA), Municipality of, Pennsylvania
- 3380. Northampton (PA), County of, Pennsylvania
- 3381. Northumberland (PA), County of, Pennsylvania
- 3382. Philadelphia (PA), City of, Pennsylvania
- 3383. Pike (PA), County of, Pennsylvania
- 3384. Pittsburgh (PA), City of, Pennsylvania
- 3385. Plains (PA), Township of, Pennsylvania
- 3386. Schuylkill (PA), County of, Pennsylvania
- 3387. Sugar Notch (PA), Borough of, Pennsylvania
- 3388. Tioga (PA), County of, Pennsylvania

DRAFT – SUBJECT TO CHANGE FOR QUALITY CONTROL PURPOSES

- 3389. Union (PA), Township of, Pennsylvania
- 3390. Wampum (PA), Borough of, Pennsylvania
- 3391. Warminster (PA), Township of, Pennsylvania
- 3392. Warrington (PA), Township of, Pennsylvania
- 3393. Washington (PA), County of, Pennsylvania
- 3394. West Norriton (PA), Township of, Pennsylvania
- 3395. West Pittston (PA), Borough of, Pennsylvania
- 3396. Westmoreland (PA), County of, Pennsylvania
- 3397. Wilkes-Barre (PA), Township of, Pennsylvania
- 3398. Wilkes-Barre (PA), City of, Pennsylvania
- 3399. Wright (PA), Township of, Pennsylvania
- 3400. Wyoming (PA), Borough of, Pennsylvania
- 3401. Wyoming (PA), County of, Pennsylvania
- 3402. York (PA), County of, Pennsylvania
- 3403. Adjuntas (PR), Municipality of, Puerto Rico
- 3404. Arroyo (PR), Municipality of, Puerto Rico
- 3405. Barceloneta (PR), Municipality of, Puerto Rico
- 3406. Bayamon (PR), Municipality of, Puerto Rico
- 3407. Caguas (PR), Municipality of, Puerto Rico
- 3408. Canóvanas (PR), Municipality of, Puerto Rico
- 3409. Catano (PR), Municipality of, Puerto Rico
- 3410. Cayey (PR), Municipality of, Puerto Rico
- 3411. Ceiba (PR), Municipality of, Puerto Rico
- 3412. Cidra (PR), Municipality of, Puerto Rico
- 3413. Coamo (PR), Municipality of, Puerto Rico
- 3414. Guayanilla (PR), Municipality of, Puerto Rico
- 3415. Isla De Vieques (PR), Municipality of, Puerto Rico
- 3416. Juncos (PR), Municipality of, Puerto Rico
- 3417. Loiza (PR), Municipality of, Puerto Rico
- 3418. Rio Grande (PR), Municipality of, Puerto Rico
- 3419. Sabana Grande (PR), Municipality of, Puerto Rico
- 3420. San Juan (PR), Municipality of, Puerto Rico
- 3421. Vega Alta (PR), Municipality of, Puerto Rico
- 3422. Villalba (PR), Municipality of, Puerto Rico
- 3423. Yabucoa (PR), Municipality of, Puerto Rico
- 3424. Barrington (RI), Town of, Rhode Island
- 3425. Bristol (RI), Town of, Rhode Island
- 3426. Burrillville (RI), Town of, Rhode Island
- 3427. Central Falls (RI), City of, Rhode Island
- 3428. Charlestown (RI), Town of, Rhode Island
- 3429. Coventry (RI), Town of, Rhode Island
- 3430. Cranston (RI), City of, Rhode Island
- 3431. Cumberland (RI), Town of, Rhode Island
- 3432. East Greenwich (RI), Town of, Rhode Island
- 3433. East Providence (RI), City of, Rhode Island
- 3434. Foster (RI), Town of, Rhode Island
- 3435. Glocester (RI), Town of, Rhode Island
- 3436. Hopkinton (RI), Town of, Rhode Island
- 3437. Jamestown (RI), Town of, Rhode Island
- 3438. Johnston (RI), Town of, Rhode Island
- 3439. Middletown (RI), Town of, Rhode Island
- 3440. Narragansett (RI), Town of, Rhode Island
- 3441. Newport (RI), City of, Rhode Island
- 3442. North Kingstown (RI), Town of, Rhode Island
- 3443. North Providence (RI), Town of, Rhode Island
- 3444. Pawtucket (RI), City of, Rhode Island
- 3445. Portsmouth (RI), Town of, Rhode Island
- 3446. Providence (RI), City of, Rhode Island
- 3447. Richmond (RI), Town of, Rhode Island
- 3448. Scituate (RI), Town of, Rhode Island
- 3449. Smithfield (RI), Town of, Rhode Island

DRAFT – SUBJECT TO CHANGE FOR QUALITY CONTROL PURPOSES

3450. South Kingstown (RI), Town of, Rhode Island
3451. Warren (RI), Town of, Rhode Island
3452. Warwick (RI), City of, Rhode Island
3453. West Greenwich (RI), Town of, Rhode Island
3454. West Warwick (RI), Town of, Rhode Island
3455. Westerly (RI), Town of, Rhode Island
3456. Woonsocket (RI), City of, Rhode Island
3457. Abbeville (SC), County of, South Carolina
3458. Aiken (SC), County of, South Carolina
3459. Allendale (SC), County of, South Carolina
3460. Anderson (SC), County of, South Carolina
3461. Bamberg (SC), County of, South Carolina
3462. Barnwell (SC), County of, South Carolina
3463. Beaufort (SC), County of, South Carolina
3464. Berkeley (SC), County of, South Carolina
3465. Calhoun (SC), County of, South Carolina
3466. Charleston (SC), City of, South Carolina
3467. Charleston (SC), County of, South Carolina
3468. Cherokee (SC), County of, South Carolina
3469. Chester (SC), City of, South Carolina
3470. Chester (SC), County of, South Carolina
3471. Chesterfield (SC), County of, South Carolina
3472. Clarendon (SC), County of, South Carolina
3473. Colleton (SC), County of, South Carolina
3474. Columbia (SC), City of, South Carolina
3475. Dillon (SC), County of, South Carolina
3476. Dorchester (SC), County of, South Carolina
3477. Edgefield (SC), County of, South Carolina
3478. Fairfield (SC), County of, South Carolina
3479. Florence (SC), County of, South Carolina

3480. Georgetown (SC), County of, South Carolina
3481. Georgetown City (SC), City of, South Carolina
3482. Greenville (SC), County of, South Carolina
3483. Greenwood (SC), County of, South Carolina
3484. Hampton (SC), County of, South Carolina
3485. Horry (SC), County of, South Carolina
3486. Jasper (SC), County of, South Carolina
3487. Kershaw (SC), County of, South Carolina
3488. Kershaw County Hospital Board (SC), South Carolina
3489. Lancaster (SC), County of, South Carolina
3490. Laurens (SC), County of, South Carolina
3491. Lee (SC), County of, South Carolina
3492. Lexington (SC), County of, South Carolina
3493. Marion (SC), County of, South Carolina
3494. Marlboro (SC), County of, South Carolina
3495. McCormick (SC), County of, South Carolina
3496. Mount Pleasant (SC), Town of, South Carolina
3497. Myrtle Beach (SC), City of, South Carolina
3498. Newberry (SC), County of, South Carolina
3499. North Charleston (SC), City of, South Carolina
3500. Oconee (SC), County of, South Carolina
3501. Orangeburg (SC), City of, South Carolina
3502. Orangeburg (SC), County of, South Carolina
3503. Pickens (SC), County of, South Carolina
3504. Richland (SC), County of, South Carolina
3505. Saluda (SC), County of, South Carolina
3506. Spartanburg (SC), County of, South Carolina
3507. Summerville (SC), Town of, South Carolina

DRAFT – SUBJECT TO CHANGE FOR QUALITY CONTROL PURPOSES

- 3508. Sumter (SC), County of, South Carolina
- 3509. Union (SC), County of, South Carolina
- 3510. Williamsburg (SC), County of, South Carolina
- 3511. York (SC), County of, South Carolina
- 3512. Pennington (SD), County of, South Dakota
- 3513. Arlington (TN), Town of, Tennessee
- 3514. Blount (TN), County of, Tennessee
- 3515. Campbell (TN), County of, Tennessee
- 3516. Cannon (TN), County of, Tennessee
- 3517. Centerville (TN), Town of, Tennessee
- 3518. Claiborne (TN), County of, Tennessee
- 3519. Clarksville (TN), City of, Tennessee
- 3520. Crockett (TN), County of, Tennessee
- 3521. Dandridge (TN), Town of, Tennessee
- 3522. Decatur (TN), County of, Tennessee
- 3523. Decatur (TN), Town of, Tennessee
- 3524. Fentress (TN), County of, Tennessee
- 3525. Gatlinburg (TN), City of, Tennessee
- 3526. Germantown (TN), City of, Tennessee
- 3527. Greene (TN), County of, Tennessee
- 3528. Hamilton (TN), County of, Tennessee
- 3529. Hancock (TN), County of, Tennessee
- 3530. Hawkins (TN), County of, Tennessee
- 3531. Haywood (TN), County of, Tennessee
- 3532. Henderson (TN), County of, Tennessee
- 3533. Jefferson (TN), County of, Tennessee
- 3534. Johnson (TN), County of, Tennessee
- 3535. Lauderdale (TN), County of, Tennessee
- 3536. Lexington (TN), City of, Tennessee
- 3537. Madison (TN), County of, Tennessee
- 3538. Maryville (TN), City of, Tennessee
- 3539. Memphis (TN), City of, Tennessee
- 3540. Millington (TN), City of, Tennessee
- 3541. Montgomery (TN), County of, Tennessee
- 3542. Morgan (TN), County of, Tennessee
- 3543. Nashville & Davidson (TN), City of/County of, Tennessee
- 3544. Obion (TN), County of, Tennessee
- 3545. Overton (TN), County of, Tennessee
- 3546. Pickett (TN), County of, Tennessee
- 3547. Pigeon Forge (TN), City of, Tennessee
- 3548. Ripley (TN), City of, Tennessee
- 3549. Rutherford (TN), County of, Tennessee
- 3550. Scott (TN), County of, Tennessee
- 3551. Shelby (TN), County of, Tennessee
- 3552. Smith (TN), County of, Tennessee
- 3553. Sumner (TN), County of, Tennessee
- 3554. Washington (TN), County of, Tennessee
- 3555. Williamson (TN), County of, Tennessee
- 3556. Angelina (TX), County of, Texas
- 3557. Bailey (TX), County of, Texas
- 3558. Bastrop (TX), County of, Texas
- 3559. Bee (TX), County of, Texas
- 3560. Bexar (TX), County of, Texas
- 3561. Bexar County Hospital District (TX), Texas
- 3562. Blanco (TX), County of, Texas
- 3563. Bowie (TX), County of, Texas
- 3564. Brazos (TX), County of, Texas
- 3565. Brooks (TX), County of, Texas
- 3566. Burleson (TX), County of, Texas
- 3567. Burnet (TX), County of, Texas
- 3568. Caldwell (TX), County of, Texas
- 3569. Calhoun (TX), County of, Texas
- 3570. Cameron (TX), County of, Texas
- 3571. Camp (TX), County of, Texas
- 3572. Cass (TX), County of, Texas
- 3573. Castro (TX), County of, Texas
- 3574. Cherokee (TX), County of, Texas
- 3575. Childress (TX), County of, Texas
- 3576. Clay (TX), County of, Texas
- 3577. Colorado (TX), County of, Texas
- 3578. Cooke (TX), County of, Texas
- 3579. Coryell (TX), County of, Texas
- 3580. Dallas (TX), County of, Texas
- 3581. Dallas County Hospital District (TX), Texas
- 3582. Delta (TX), County of, Texas
- 3583. Dimmit (TX), County of, Texas
- 3584. Duval (TX), County of, Texas
- 3585. Eagle Pass (TX), City of, Texas
- 3586. Ector (TX), County of, Texas
- 3587. El Paso (TX), County of, Texas
- 3588. Ellis (TX), County of, Texas
- 3589. Falls (TX), County of, Texas
- 3590. Fannin (TX), County of, Texas
- 3591. Fort Bend (TX), County of, Texas
- 3592. Franklin (TX), County of, Texas
- 3593. Freestone (TX), County of, Texas
- 3594. Galveston (TX), County of, Texas
- 3595. Grayson (TX), County of, Texas

DRAFT – SUBJECT TO CHANGE FOR QUALITY CONTROL PURPOSES

- 3596. Guadalupe (TX), County of, Texas
- 3597. Guadalupe Valley Hospital (TX), Texas
- 3598. Hardin (TX), County of, Texas
- 3599. Harris (TX), County of, Texas
- 3600. Harris County Hospital District (TX), Texas
- 3601. Harrison (TX), County of, Texas
- 3602. Haskell (TX), County of, Texas
- 3603. Hays (TX), County of, Texas
- 3604. Henderson (TX), County of, Texas
- 3605. Hidalgo (TX), County of, Texas
- 3606. Hopkins (TX), County of, Texas
- 3607. Houston (TX), City of, Texas
- 3608. Houston (TX), County of, Texas
- 3609. Irving Independent School District (TX), Texas
- 3610. Jasper (TX), County of, Texas
- 3611. Jefferson (TX), County of, Texas
- 3612. Jim Hogg (TX), County of, Texas
- 3613. Jim Wells (TX), County of, Texas
- 3614. Johnson (TX), County of, Texas
- 3615. Jones (TX), County of, Texas
- 3616. Kaufman (TX), County of, Texas
- 3617. Kendall (TX), County of, Texas
- 3618. Kerr (TX), County of, Texas
- 3619. Kinney (TX), County of, Texas
- 3620. Kleberg (TX), County of, Texas
- 3621. Lamar (TX), County of, Texas
- 3622. Laredo (TX), City of, Texas
- 3623. LaSalle (TX), County of, Texas
- 3624. Leon (TX), County of, Texas
- 3625. Leon Valley (TX), City of, Texas
- 3626. Liberty (TX), County of, Texas
- 3627. Limestone (TX), County of, Texas
- 3628. Lubbock (TX), County of, Texas
- 3629. Madison (TX), County of, Texas
- 3630. Marion (TX), County of, Texas
- 3631. Maverick (TX), County of, Texas
- 3632. McLennan (TX), County of, Texas
- 3633. McMullen (TX), County of, Texas
- 3634. Milam (TX), County of, Texas
- 3635. Mitchell (TX), County of, Texas
- 3636. Montgomery (TX), County of, Texas
- 3637. Morris (TX), County of, Texas
- 3638. Nacogdoches (TX), County of, Texas
- 3639. Newton (TX), County of, Texas
- 3640. Nolan (TX), County of, Texas
- 3641. Nueces (TX), County of, Texas
- 3642. Nueces County Hospital District (TX), Texas
- 3643. Ochiltree County Hospital District (TX), Texas
- 3644. Orange (TX), County of, Texas
- 3645. Palo Pinto County Hospital District (TX), Texas
- 3646. Panola (TX), County of, Texas
- 3647. Parker (TX), County of, Texas
- 3648. Polk (TX), County of, Texas
- 3649. Potter (TX), County of, Texas
- 3650. Red River (TX), County of, Texas
- 3651. Roberts (TX), County of, Texas
- 3652. Robertson (TX), County of, Texas
- 3653. Rockwall (TX), County of, Texas
- 3654. Rusk (TX), County of, Texas
- 3655. San Antonio (TX), City of, Texas
- 3656. San Patricio (TX), County of, Texas
- 3657. San Saba (TX), County of, Texas
- 3658. Shackelford (TX), County of, Texas
- 3659. Shelby (TX), County of, Texas
- 3660. Smith (TX), County of, Texas
- 3661. Socorro Independent School District (TX), Texas
- 3662. Stephens (TX), County of, Texas
- 3663. Tarrant (TX), County of, Texas
- 3664. Tarrant County Hospital District (TX), Texas
- 3665. Terrell (TX), County of, Texas
- 3666. Texarkana Independent School District (TX), Texas
- 3667. Throckmorton (TX), County of, Texas
- 3668. Titus (TX), County of, Texas
- 3669. Travis (TX), County of, Texas
- 3670. Trinity (TX), County of, Texas
- 3671. Upshur (TX), County of, Texas
- 3672. Uvalde (TX), County of, Texas
- 3673. Van Zandt (TX), County of, Texas
- 3674. Walker (TX), County of, Texas
- 3675. Waller (TX), County of, Texas
- 3676. Webb (TX), County of, Texas
- 3677. West Wharton County Hospital District (TX), Texas
- 3678. Wichita (TX), County of, Texas
- 3679. Williamson (TX), County of, Texas
- 3680. Wilson (TX), County of, Texas

DRAFT – SUBJECT TO CHANGE FOR QUALITY CONTROL PURPOSES

- 3681. Wilson County Memorial Hospital District (TX), Texas
- 3682. Wood (TX), County of, Texas
- 3683. Zavala (TX), County of, Texas
- 3684. Beaver (UT), County of, Utah
- 3685. Cache (UT), County of, Utah
- 3686. Carbon (UT), County of, Utah
- 3687. Daggett (UT), County of, Utah
- 3688. Davis (UT), County of, Utah
- 3689. Duchesne (UT), County of, Utah
- 3690. Emery (UT), County of, Utah
- 3691. Garfield (UT), County of, Utah
- 3692. Grand (UT), County of, Utah
- 3693. Iron (UT), County of, Utah
- 3694. Juab (UT), County of, Utah
- 3695. Kane (UT), County of, Utah
- 3696. Millard (UT), County of, Utah
- 3697. Piute (UT), County of, Utah
- 3698. Rich (UT), County of, Utah
- 3699. Salt Lake (UT), County of, Utah
- 3700. San Juan (UT), County of, Utah
- 3701. Sanpete (UT), County of, Utah
- 3702. Sevier (UT), County of, Utah
- 3703. Summit (UT), County of, Utah
- 3704. Tooele (UT), County of, Utah
- 3705. Tri-County Health Department (UT), Utah
- 3706. Uintah (UT), County of, Utah
- 3707. Utah (UT), County of, Utah
- 3708. Wasatch (UT), County of, Utah
- 3709. Washington (UT), County of, Utah
- 3710. Wayne (UT), County of, Utah
- 3711. Weber (UT), County of, Utah
- 3712. Bennington (VT), Town of, Vermont
- 3713. Brattleboro (VT), Town of, Vermont
- 3714. Sharon (VT), Town of, Vermont
- 3715. St. Albans (VT), City of, Vermont
- 3716. Accomack (VA), County of, Virginia
- 3717. Alexandria (VA), City of, Virginia
- 3718. Alleghany (VA), County of, Virginia
- 3719. Amherst (VA), County of, Virginia
- 3720. Arlington (VA), County of, Virginia
- 3721. Bland (VA), County of, Virginia
- 3722. Botetourt (VA), County of, Virginia
- 3723. Bristol (VA), City of, Virginia
- 3724. Buchanan (VA), County of, Virginia
- 3725. Buena Vista (VA), City of, Virginia
- 3726. Carroll (VA), County of, Virginia
- 3727. Charlotte (VA), County of, Virginia
- 3728. Chesapeake (VA), City of, Virginia
- 3729. Chesterfield (VA), County of, Virginia
- 3730. Covington (VA), City of, Virginia
- 3731. Culpeper (VA), County of, Virginia
- 3732. Cumberland (VA), County of, Virginia
- 3733. Danville (VA), City of, Virginia
- 3734. Dickenson (VA), County of, Virginia
- 3735. Dinwiddie (VA), County of, Virginia
- 3736. Emporia (VA), City of, Virginia
- 3737. Fairfax (VA), City of, Virginia
- 3738. Fairfax (VA), County of, Virginia
- 3739. Fauquier (VA), County of, Virginia
- 3740. Floyd (VA), County of, Virginia
- 3741. Franklin (VA), County of, Virginia
- 3742. Frederick (VA), County of, Virginia
- 3743. Fredericksburg (VA), City of, Virginia
- 3744. Galax (VA), City of, Virginia
- 3745. Giles (VA), County of, Virginia
- 3746. Goochland (VA), County of, Virginia
- 3747. Grayson (VA), County of, Virginia
- 3748. Greensville (VA), County of, Virginia
- 3749. Halifax (VA), County of, Virginia
- 3750. Henrico (VA), County of, Virginia
- 3751. Henry (VA), County of, Virginia
- 3752. Hopewell (VA), City of, Virginia
- 3753. Isle of Wight (VA), County of, Virginia
- 3754. King and Queen (VA), County of, Virginia
- 3755. Lee (VA), County of, Virginia
- 3756. Lexington (VA), City of, Virginia
- 3757. Loudoun (VA), County of, Virginia
- 3758. Louisa (VA), County of, Virginia
- 3759. Madison (VA), County of, Virginia
- 3760. Martinsville (VA), City of, Virginia
- 3761. Mecklenburg (VA), County of, Virginia
- 3762. Montgomery (VA), County of, Virginia
- 3763. Norfolk (VA), City of, Virginia
- 3764. Northampton (VA), County of, Virginia
- 3765. Northumberland (VA), County of, Virginia
- 3766. Norton (VA), City of, Virginia
- 3767. Page (VA), County of, Virginia
- 3768. Patrick (VA), County of, Virginia
- 3769. Pittsylvania (VA), County of, Virginia
- 3770. Portsmouth (VA), City of, Virginia

DRAFT – SUBJECT TO CHANGE FOR QUALITY CONTROL PURPOSES

- 3771. Prince George (VA), County of, Virginia
- 3772. Prince William (VA), County of, Virginia
- 3773. Pulaski (VA), County of, Virginia
- 3774. Radford (VA), City of, Virginia
- 3775. Richlands (VA), Town of, Virginia
- 3776. Richmond (VA), City of, Virginia
- 3777. Richmond (VA), County of, Virginia
- 3778. Roanoke (VA), City of, Virginia
- 3779. Roanoke (VA), County of, Virginia
- 3780. Rockbridge (VA), County of, Virginia
- 3781. Russell (VA), County of, Virginia
- 3782. Salem (VA), City of, Virginia
- 3783. Scott (VA), County of, Virginia
- 3784. Shenandoah (VA), County of, Virginia
- 3785. Smyth (VA), County of, Virginia
- 3786. Stafford (VA), County of, Virginia
- 3787. Tazewell (VA), County of, Virginia
- 3788. Virginia Beach (VA), City of (Sheriff), Virginia
- 3789. Virginia Beach (VA), City of, Virginia
- 3790. Warren (VA), County of, Virginia
- 3791. Washington (VA), County of, Virginia
- 3792. Waynesboro (VA), City of, Virginia
- 3793. Westmoreland (VA), County of, Virginia
- 3794. Winchester (VA), City of, Virginia
- 3795. Wise (VA), County of, Virginia
- 3796. Wythe (VA), County of, Virginia
- 3797. Anacortes (WA), City of, Washington
- 3798. Bainbridge Island (WA), City of, Washington
- 3799. Burlington (WA), City of, Washington
- 3800. Chelan (WA), County of, Washington
- 3801. Clallam (WA), County of, Washington
- 3802. Clark (WA), County of, Washington
- 3803. Everett (WA), City of, Washington
- 3804. Franklin (WA), County of, Washington
- 3805. Island (WA), County of, Washington
- 3806. Jefferson (WA), County of, Washington
- 3807. Kent (WA), City of, Washington
- 3808. King (WA), County of, Washington
- 3809. Kirkland (WA), City of, Washington
- 3810. Kitsap (WA), County of, Washington
- 3811. Kittitas (WA), County of, Washington
- 3812. La Conner School District (WA), Washington
- 3813. Lakewood (WA), City of, Washington
- 3814. Lewis (WA), County of, Washington
- 3815. Lincoln (WA), County of, Washington
- 3816. Mount Vernon (WA), City of, Washington
- 3817. Mount Vernon School District (WA), Washington
- 3818. Olympia (WA), City of, Washington
- 3819. Pierce (WA), County of, Washington
- 3820. San Juan (WA), County of, Washington
- 3821. Seattle (WA), City of, Washington
- 3822. Sedro-Woolley (WA), City of, Washington
- 3823. Sedro-Woolley School District (WA), Washington
- 3824. Skagit (WA), County of, Washington
- 3825. Snohomish (WA), County of, Washington
- 3826. Spokane (WA), City of, Washington
- 3827. Spokane (WA), County of, Washington
- 3828. Tacoma (WA), City of, Washington
- 3829. Thurston (WA), County of, Washington
- 3830. Vancouver (WA), City of, Washington
- 3831. Walla Walla (WA), County of, Washington
- 3832. Whatcom (WA), County of, Washington
- 3833. Whitman (WA), County of, Washington
- 3834. Addison (a/k/a) Webster Springs (WV), Town of, West Virginia
- 3835. Barbour (WV), County of, West Virginia
- 3836. Barboursville (WV), Village of, West Virginia
- 3837. Beckley (WV), City of, West Virginia
- 3838. Belington (WV), City of, West Virginia
- 3839. Belle (WV), Town of, West Virginia
- 3840. Berkeley (WV), County of, West Virginia
- 3841. Bluefield (WV), City of, West Virginia
- 3842. Board of Education of Mason County Public Schools (WV), West Virginia
- 3843. Boone (WV), County of, West Virginia
- 3844. Braxton (WV), County of, West Virginia
- 3845. Brooke (WV), County of, West Virginia
- 3846. Buckhannon (WV), City of, West Virginia
- 3847. Cabell (WV), County of, West Virginia
- 3848. Calhoun (WV), County of, West Virginia
- 3849. Ceredo (WV), Town of, West Virginia

DRAFT – SUBJECT TO CHANGE FOR QUALITY CONTROL PURPOSES

- 3850. Charles Town (WV), City of, West Virginia
- 3851. Chesapeake (WV), Town of, West Virginia
- 3852. Clarksburg (WV), City of, West Virginia
- 3853. Clay (WV), County of, West Virginia
- 3854. Clendenin (WV), Town of, West Virginia
- 3855. Delbarton (WV), Town of, West Virginia
- 3856. Doddridge (WV), County of, West Virginia
- 3857. Dunbar (WV), City of, West Virginia
- 3858. Eleanor (WV), Town of, West Virginia
- 3859. Elizabeth (WV), Town of, West Virginia
- 3860. Fairmont (WV), City of, West Virginia
- 3861. Fayette (WV), County of, West Virginia
- 3862. Fort Gay (WV), Town of, West Virginia
- 3863. Gauley Bridge (WV), Town of, West Virginia
- 3864. Gilmer (WV), County of, West Virginia
- 3865. Glenville (WV), Town of, West Virginia
- 3866. Grafton (WV), City of, West Virginia
- 3867. Grant (WV), County of, West Virginia
- 3868. Granville (WV), Town of, West Virginia
- 3869. Greenbrier (WV), County of, West Virginia
- 3870. Hamlin (WV), Town of, West Virginia
- 3871. Hancock (WV), County of, West Virginia
- 3872. Hardy (WV), County of, West Virginia
- 3873. Harrison (WV), County of, West Virginia
- 3874. Harrisville (WV), Town of, West Virginia
- 3875. Huntington (WV), City of, West Virginia
- 3876. Hurricane (WV), City of, West Virginia
- 3877. Jackson (WV), County of, West Virginia
- 3878. Jefferson (WV), County of, West Virginia
- 3879. Junior (WV), Town of, West Virginia
- 3880. Kanawha (WV), County of, West Virginia
- 3881. Kenova (WV), City of, West Virginia
- 3882. Lewis (WV), County of, West Virginia
- 3883. Logan (WV), City of, West Virginia
- 3884. Logan (WV), County of, West Virginia
- 3885. Madison (WV), Town of, West Virginia
- 3886. Man (WV), Town of, West Virginia
- 3887. Marion (WV), County of, West Virginia
- 3888. Marshall (WV), County of, West Virginia
- 3889. Mason (WV), County of, West Virginia
- 3890. Matewan (WV), Town of, West Virginia
- 3891. McDowell (WV), County of, West Virginia
- 3892. Milton (WV), City of, West Virginia
- 3893. Mineral (WV), County of, West Virginia
- 3894. Mingo (WV), County of, West Virginia
- 3895. Monongalia (WV), County of, West Virginia
- 3896. Monroe (WV), County of, West Virginia
- 3897. Montgomery (WV), City of, West Virginia
- 3898. Morgan (WV), County of, West Virginia
- 3899. Moundsville (WV), City of, West Virginia
- 3900. Mullens (WV), City of, West Virginia
- 3901. Nicholas (WV), County of, West Virginia
- 3902. Nitro (WV), City of, West Virginia
- 3903. Oceana (WV), Town of, West Virginia
- 3904. Ohio (WV), County of, West Virginia
- 3905. Parkersburg (WV), City of, West Virginia
- 3906. Pendleton (WV), County of, West Virginia
- 3907. Philippi (WV), City of, West Virginia
- 3908. Pleasants (WV), County of, West Virginia
- 3909. Pocahontas (WV), County of, West Virginia
- 3910. Point Pleasant (WV), City of, West Virginia
- 3911. Preston (WV), County of, West Virginia
- 3912. Princeton (WV), City of, West Virginia
- 3913. Putnam (WV), County of, West Virginia
- 3914. Quinwood (WV), Town of, West Virginia
- 3915. Rainelle (WV), Town of, West Virginia
- 3916. Randolph (WV), County of, West Virginia
- 3917. Ravenswood (WV), Town of, West Virginia
- 3918. Richwood (WV), City of, West Virginia
- 3919. Ripley (WV), City of, West Virginia

DRAFT – SUBJECT TO CHANGE FOR QUALITY CONTROL PURPOSES

- 3920. Ritchie (WV), County of, West Virginia
- 3921. Roane (WV), County of, West Virginia
- 3922. Romney (WV), Town of, West Virginia
- 3923. Rupert (WV), Town of, West Virginia
- 3924. Saint Albans (WV), City of, West Virginia
- 3925. Smithers (WV), City of, West Virginia
- 3926. Sophia (WV), Town of, West Virginia
- 3927. South Charleston (WV), City of, West Virginia
- 3928. Spencer (WV), City of, West Virginia
- 3929. St. Marys (WV), City of, West Virginia
- 3930. Star City (WV), Town of, West Virginia
- 3931. Summers (WV), County of, West Virginia
- 3932. Summersville (WV), City of, West Virginia
- 3933. Sutton (WV), Town of, West Virginia
- 3934. Taylor (WV), County of, West Virginia
- 3935. Tucker (WV), County of, West Virginia
- 3936. Tyler (WV), County of, West Virginia
- 3937. Upshur (WV), County of, West Virginia
- 3938. Vienna (WV), City of, West Virginia
- 3939. Wayne (WV), County of, West Virginia
- 3940. Webster (WV), County of, West Virginia
- 3941. Weirton (WV), City of, West Virginia
- 3942. West Hamlin (WV), Town of, West Virginia
- 3943. Wetzel (WV), County of, West Virginia
- 3944. White Sulphur Springs (WV), City of, West Virginia
- 3945. Whitesville (WV), Town of, West Virginia
- 3946. Williamstown (WV), City of, West Virginia
- 3947. Winfield (WV), City of, West Virginia
- 3948. Wirt (WV), County of, West Virginia
- 3949. Wood (WV), County of, West Virginia
- 3950. Adams (WI), County of, Wisconsin
- 3951. Ashland (WI), County of, Wisconsin
- 3952. Barron (WI), County of, Wisconsin
- 3953. Bayfield (WI), County of, Wisconsin
- 3954. Brown (WI), County of, Wisconsin
- 3955. Buffalo (WI), County of, Wisconsin
- 3956. Burnett (WI), County of, Wisconsin
- 3957. Calumet (WI), County of, Wisconsin
- 3958. Chippewa (WI), County of, Wisconsin
- 3959. Clark (WI), County of, Wisconsin
- 3960. Columbia (WI), County of, Wisconsin
- 3961. Crawford (WI), County of, Wisconsin
- 3962. Cudahy (WI), City of, Wisconsin
- 3963. Dane (WI), County of, Wisconsin
- 3964. Dodge (WI), County of, Wisconsin
- 3965. Door (WI), County of, Wisconsin
- 3966. Douglas (WI), County of, Wisconsin
- 3967. Dunn (WI), County of, Wisconsin
- 3968. Eau Claire (WI), County of, Wisconsin
- 3969. Florence (WI), County of, Wisconsin
- 3970. Fond du Lac (WI), County of, Wisconsin
- 3971. Forest (WI), County of, Wisconsin
- 3972. Franklin (WI), City of, Wisconsin
- 3973. Grant (WI), County of, Wisconsin
- 3974. Green (WI), County of, Wisconsin
- 3975. Green Lake (WI), County of, Wisconsin
- 3976. Greenfield (WI), City of, Wisconsin
- 3977. Iowa (WI), County of, Wisconsin
- 3978. Iron (WI), County of, Wisconsin
- 3979. Jackson (WI), County of, Wisconsin
- 3980. Janesville (WI), City of, Wisconsin
- 3981. Jefferson (WI), County of, Wisconsin
- 3982. Juneau (WI), County of, Wisconsin
- 3983. Kenosha (WI), City of, Wisconsin
- 3984. Kenosha (WI), County of, Wisconsin
- 3985. Kewaunee (WI), County of, Wisconsin
- 3986. La Crosse (WI), County of, Wisconsin
- 3987. Lafayette (WI), County of, Wisconsin
- 3988. Langlade (WI), County of, Wisconsin
- 3989. Lincoln (WI), County of, Wisconsin
- 3990. Manitowoc (WI), County of, Wisconsin
- 3991. Marathon (WI), County of, Wisconsin
- 3992. Marinette (WI), City of, Wisconsin
- 3993. Marinette (WI), County of, Wisconsin
- 3994. Marquette (WI), County of, Wisconsin
- 3995. Menominee (WI), County of, Wisconsin
- 3996. Milwaukee (WI), City of, Wisconsin
- 3997. Milwaukee (WI), County of, Wisconsin
- 3998. Monroe (WI), County of, Wisconsin
- 3999. Mount Pleasant (WI), Village of, Wisconsin
- 4000. Oak Creek (WI), City of, Wisconsin
- 4001. Oconto (WI), County of, Wisconsin
- 4002. Oneida (WI), County of, Wisconsin
- 4003. Outagamie (WI), County of, Wisconsin
- 4004. Ozaukee (WI), County of, Wisconsin

DRAFT – SUBJECT TO CHANGE FOR QUALITY CONTROL PURPOSES

- 4005. Pepin (WI), County of, Wisconsin
- 4006. Pierce (WI), County of, Wisconsin
- 4007. Pleasant Prairie (WI), Village of, Wisconsin
- 4008. Portage (WI), County of, Wisconsin
- 4009. Price (WI), County of, Wisconsin
- 4010. Racine (WI), County of, Wisconsin
- 4011. Richland (WI), County of, Wisconsin
- 4012. Rock (WI), County of, Wisconsin
- 4013. Rusk (WI), County of, Wisconsin
- 4014. Sauk (WI), County of, Wisconsin
- 4015. Sawyer (WI), County of, Wisconsin
- 4016. Shawano (WI), County of, Wisconsin
- 4017. Sheboygan (WI), County of, Wisconsin
- 4018. South Milwaukee (WI), City of, Wisconsin
- 4019. St. Croix (WI), County of, Wisconsin
- 4020. Sturtevant (WI), Village of, Wisconsin
- 4021. Superior (WI), City of, Wisconsin
- 4022. Taylor (WI), County of, Wisconsin
- 4023. Trempealeau (WI), County of, Wisconsin
- 4024. Union Grove (WI), Village of, Wisconsin
- 4025. Vernon (WI), County of, Wisconsin
- 4026. Vilas (WI), County of, Wisconsin
- 4027. Walworth (WI), County of, Wisconsin
- 4028. Washburn (WI), County of, Wisconsin
- 4029. Washington (WI), County of, Wisconsin
- 4030. Waukesha (WI), County of, Wisconsin
- 4031. Waupaca (WI), County of, Wisconsin
- 4032. Waushara (WI), County of, Wisconsin
- 4033. Wauwatosa (WI), City of, Wisconsin
- 4034. West Allis (WI), City of, Wisconsin
- 4035. Winnebago (WI), County of, Wisconsin
- 4036. Wood (WI), County of, Wisconsin
- 4037. Yorkville (WI), Village of, Wisconsin
- 4038. Carbon (WY), County of, Wyoming
- 4039. Casper (WY), City of, Wyoming
- 4040. Cheyenne (WY), City of, Wyoming
- 4041. Green River (WY), City of, Wyoming
- 4042. Riverton (WY), City of, Wyoming
- 4043. Rock Springs (WY), City of, Wyoming
- 4044. Sweetwater (WY), County of, Wyoming

EXHIBIT D

[Intentionally Omitted]

EXHIBIT E

List of Opioid Remediation Uses

Schedule A Core Strategies

States and Qualifying Block Grantees shall choose from among the abatement strategies listed in Schedule B. However, priority shall 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 the 2016 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.
7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.

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.

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 medication 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 (“*PAARP*”);
 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 (“CTP”), 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. PREVENT MISUSE OF OPIOIDS

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.

EXHIBIT F

List of States and Overall Allocation Percentages

| | |
|-----------------------------|---------------|
| Alabama | 1.6491291250% |
| Alaska | 0.2619596435% |
| American Samoa | 0.0174609943% |
| Arizona | 2.3755949882% |
| Arkansas | 0.9713856799% |
| California | 9.9213830698% |
| Colorado | 1.6616291219% |
| Connecticut | 1.3399918096% |
| Delaware | 0.4951498892% |
| District of Columbia | 0.2078293111% |
| Florida | 7.0259134409% |
| Georgia | 2.7882080114% |
| Guam | 0.0513089852% |
| Hawaii | 0.3443244815% |
| Idaho | 0.5297889112% |
| Illinois | 3.3263363702% |
| Indiana | 2.2168933059% |
| Iowa | 0.7611448951% |
| Kansas | 0.8077259480% |
| Kentucky | 2.1047890943% |
| Louisiana | 1.5229786769% |
| Maine | 0.5651006743% |
| Maryland | 2.1106090494% |
| Massachusetts | 2.3035761083% |
| Michigan | 3.4020234989% |
| Minnesota | 1.2972597706% |
| Mississippi | 0.8942157086% |
| Missouri | 2.0056475170% |
| Montana | 0.3457758645% |
| N. Mariana Islands | 0.0188110001% |
| Nebraska | 0.4313919963% |
| Nevada | 1.2547155559% |
| New Hampshire | 0.6311550689% |
| New Jersey | 2.7551354545% |
| New Mexico | 0.8623532836% |
| New York | 5.3903813405% |

| | |
|-----------------------|---------------|
| North Carolina | 3.2502525994% |
| North Dakota | 0.1878951417% |
| Ohio | 4.3567051408% |
| Oklahoma | 0.3053135060% |
| Oregon | 1.4309172888% |
| Pennsylvania | 4.5882419559% |
| Puerto Rico | 0.7295764154% |
| Rhode Island | 0.4942737092% |
| South Carolina | 1.5905629933% |
| South Dakota | 0.2193860923% |
| Tennessee | 2.6881474977% |
| Texas | 6.2932157196% |
| Utah | 1.1945774957% |
| Vermont | 0.2876050633% |
| Virgin Islands | 0.0343504215% |
| Virginia | 2.2801150757% |
| Washington | 2.3189040182% |
| West Virginia | 1.1438786260% |
| Wisconsin | 1.7582560561% |
| Wyoming | 0.1987475390% |

EXHIBIT G

Subdivisions Eligible to become Participating Subdivisions and Default Subdivision Fund Allocation Percentages

The Subdivisions set forth on this Exhibit G are eligible to become Participating Subdivisions. By default, the Subdivisions set forth on this Exhibit G shall include: (1) all Litigating Subdivisions; (2) all counties and parishes in States with functional counties or parishes; (3) all Subdivisions that are the highest level of general purpose government in States without functional counties or parishes; and (4) all other Subdivisions with a population of 10,000 or greater. A State may elect to add any additional Subdivisions to this Exhibit G at any time prior to the Initial Participation Date.

Immediately upon the effectiveness of any State-Subdivision Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution allowed by subsection VI.D.3 (or upon the effectiveness of an amendment to any State-Subdivision Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution allowed by subsection VI.D.3) that addresses allocation from the Subdivision Fund, whether before or after the Initial Participation Date, this Exhibit G will automatically be amended to reflect the allocation from the Subdivision Fund pursuant to the State-Subdivision Agreement, Allocation Statute, Statutory Trust, or voluntary redistribution allowed by subsection VI.D.3.

For the avoidance of doubt, inclusion on this Exhibit G shall not create any claim for any amount of the Settlement Fund, and no such amounts shall be allocated or distributed to any Subdivision included herein if such Subdivision does not otherwise meet all requirements to receive any such funds pursuant to the Agreement.

The Parties recognize the benefits of remediation funds reaching all communities, including through direct payments from the Subdivision Fund. However, to promote efficiency in the use of such funds and avoid administratively-burdensome disbursements that would be too small to add a meaningful abatement response, certain Subdivisions do not receive a direct allocation from the Subdivision Fund. However, such Subdivisions will benefit from Opioid Remediation in their community, and are eligible to receive direct benefits from the Abatement Accounts Fund in their State. All settlement funds, whether allocated to a Settling State, an Abatement Accounts Fund or a Subdivision listed on this Exhibit G can be used for Opioid Remediation in communities not listed herein.

As provided by subsection VI.D.4.c, the Allocation Percentages shown below apply to distribution of each Settling State's Subdivision Fund in the absence of a State-Subdivision Agreement, Allocation Statute, or Statutory Trust. The allocation that would have otherwise gone to Subdivisions not listed below as receiving a direct allocation shall be (1) directed to the county or parish in which such Subdivision is located in Settling States with functional counties or parishes if the relevant county or parish is a Participating Subdivision or (2) to the highest-level general purpose government in which such Subdivision is located in Settling States without functional counties or parishes if the relevant highest-level general purpose government is a Participating Subdivision. Where the relevant county, parish or highest-level General Purpose Government is not a Participating Subdivision, allocations of General Purpose Subdivisions not

listed below as eligible to become Participating Subdivisions shall be allocated pursuant to subsection VII.I. The redirecting of funds described in this paragraph is intended to promote the efficient use of Opioid Remediation funds while keeping, where possible, local control of the distribution of those funds.

This Exhibit G will be updated with Subdivisions eligible to become Participating Subdivisions pursuant to subsection I.77.

EXHIBIT H

Participation Tier Determination*

| Participation Tier | Settling States as of the Payment Date (beginning in Payment Year 1) | Percentage of Litigating Subdivisions that Are Participating Subdivisions and/or Subdivisions Subject to a Bar, Case-Specific Resolution, or Settlement Class Resolution in effect as of the Payment Date (beginning in Payment Year 1) | Percentage of Non-Litigating Subdivisions with Populations over 10,000 that Are Participating Subdivisions and/or Subdivisions Subject to a Bar, Case-Specific Resolution, or Settlement Class resolution in effect as of the Payment Date (beginning in Payment Year 1) |
|---------------------------|---|--|---|
| 1 | 44 | 95% | 90% |
| 2 | 45 | 96% | 96% |
| 3 | 46 | 97% | 97% |
| 4 | 48 | 98% | 97% |

* The following conditions apply to the determination of Participation Tiers:

1. For the sole purpose of the Participation Tier determination under this Exhibit, the States used to calculate each criterion (including the percentages of Litigating and Non-Litigating Subdivisions in Settling States that are Participating Subdivisions) will include each of the 50 states in the United States, excluding the District of Columbia, American Samoa, Guam, the Northern Mariana Islands, Puerto Rico, and the U.S. Virgin Islands.
2. Assessment of Subdivision participation percentage will be national in scope.
3. For purposes of determining Participation Tiers, “Litigating Subdivisions” includes Special Districts that have brought any Released Claims against any Released Entities. Special Districts shall have their population measured as set forth in subsection XIII.C.
4. The percentage of Litigating Subdivisions and percentage of Non-Litigating Subdivisions with populations over 10,000 will be calculated as follows: Each Litigating Subdivision and each Non-Litigating Subdivision with a population over 10,000 in the States used to calculate the Participation Tier will be assigned a metric reflecting both population and severity (the “Population-Severity Metric”). The Population-Severity Metric shall be the Subdivision’s population plus the Subdivision’s population multiplied by the severity factor for the State of the Subdivision (the severity factors for each State are attached as Exhibit T hereto) and then divided in two, thus giving 50% weight to each of population and population multiplied by the severity factor. The denominator for each percentage shall be the sum total of the Population-Severity Metric for all the Subdivisions in the

relevant category (Litigating Subdivisions or Non-Litigating Subdivisions with populations over 10,000) in the Settling States, notwithstanding that persons may be included within the population (and therefore the Population-Severity Metric) of more than one Subdivision. The numerator will be the sum total of the Population-Severity Metrics of all Subdivisions in the relevant category of Subdivision (*i.e.*, Litigating Subdivisions or Non-Litigating Subdivisions with populations over 10,000) in the Settling States that are either Participating Subdivisions or are subject to a Bar, Case-Specific Resolution, or Settlement Class Resolution, notwithstanding that persons may be included within the population of more than one Subdivision. For the avoidance of doubt, Subdivisions in Non-Settling States are excluded from both the denominator and numerator of the calculations for the percentage of Litigating Subdivisions and percentage of Non-Litigating Subdivisions with populations over 10,000.

5. When the Participation Tier is redetermined annually, Later Participating Subdivisions described in Section VII.E.3 or Section VII.E.4 shall not be included as Participating Subdivisions, and for Subdivisions subject to a Bar, Case-Specific Resolution, or Settlement Class Resolution to be included, the Bar, Case-Specific Resolution, or Settlement Class Resolution must have been in effect both as of the relevant Payment Date and for the entire period since the prior Payment Date.
6. Subdivisions with populations over 10,000 are listed on Exhibit I.

EXHIBIT I

Primary Subdivisions and Subdivisions over 10,000

[Distributor Agreement Exhibit I to be inserted]

EXHIBIT J

Janssen Predecessors and Former Affiliates

The following includes a non-exclusive list of Janssen's predecessors and former affiliates:

1. Janssen Pharmaceutica, Inc.
2. Janssen Pharmaceutica N.V.
3. Janssen-Cilag Manufacturing, LLC
4. Janssen Global Services, LLC
5. Janssen Ortho LLC
6. Janssen Products, LP
7. Janssen Research & Development, LLC
8. Janssen Supply Group, LLC
9. Janssen Scientific Affairs, LLC
10. JOM Pharmaceutical Services, Inc.
11. OMJ Pharmaceuticals, Inc.
12. Ortho-McNeil Finance Co.
13. Ortho-McNeil Pharmaceutical
14. Ortho-McNeil-Janssen Pharmaceuticals
15. Ortho-McNeil Pharmaceutical Services Division
16. Ortho-McNeil Neurologic
17. Patriot Pharmaceuticals, LLC
18. Pricara, Ortho-McNeil-Janssen Pharmaceuticals
19. Alza Corp.
20. Alza Development Corp.
21. Janssen Supply Chain, Alza Corp.
22. Noramco, Inc.
23. Tasmanian Alkaloids PTY LTD.

EXHIBIT K

Settlement Participation Form

| | |
|----------------------|--------|
| Governmental Entity: | State: |
| 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 July 21, 2021 (“Janssen Settlement”), and acting through the undersigned authorized official, hereby elects to participate in the Janssen Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Janssen 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 Janssen Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Janssen Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Janssen 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 Janssen Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Janssen Settlement.
7. The Governmental Entity has the right to enforce the Janssen Settlement as provided therein.

8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Janssen Settlement, including but not limited to all provisions of Section IV (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 Janssen 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 Janssen Settlement shall be a complete bar to any Released Claim.
9. In connection with the releases provided for in the Janssen 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 Janssen Settlement.
10. Nothing herein is intended to modify in any way the terms of the Janssen Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Janssen Settlement in any respect, the Janssen Settlement controls.

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

Signature: _____

Name: _____

Title: _____

Date: _____

SPECIMEN

EXHIBIT L

Settlement Fund Administrator

This Exhibit L will be appended to the Agreement prior to the Initial Participation Date pursuant to subsection I.66.

EXHIBIT M**Settlement Payment Schedule**

| Payment # /Year | Suspension Applies to: | Atty Fee, Costs & Additional Restitution Amount | Base | Incentives A, B & C (maximum) | Incentive D (Lookback Payment) | Credit | Total |
|-------------------------|-------------------------------|--|------------------------|--|---------------------------------------|----------------------|------------------------|
| Payment 1 ED+90 days | None | \$103,244,576 | \$282,175,271 | --- | --- | \$14,580,153 | \$400,000,000 |
| Payment 2 July 2022 | None | --- | \$658,320,615 | --- | --- | --- | \$658,320,615 |
| Payment 3 July 2023 | Bonus | \$93,629,192 | --- | \$526,905,161 | --- | \$71,145,032 | \$691,679,385 |
| Payment 4 July 2024 | Bonus | \$93,629,191 | \$259,273,971 | \$549,768,597 | --- | \$47,328,241 | \$950,000,000 |
| Payment 5 July 2025 | Bonus | \$43,720,414 | \$262,463,219 | \$634,274,384 | --- | \$59,541,983 | \$1,000,000,000 |
| Payment 6 July 2026 | Bonus | \$43,720,414 | \$105,720,216 | \$54,325,273 | --- | \$12,900,764 | \$216,666,667 |
| Payment 7 July 2027 | Bonus & lookback | \$43,720,414 | \$63,074,061 | \$54,325,273 | \$42,646,154 | \$12,900,765 | \$216,666,667 |
| Payment 8 July 2028 | Bonus & lookback | \$43,720,414 | \$63,074,060 | \$54,325,272 | \$42,646,154 | \$12,900,766 | \$216,666,666 |
| Payment 9 July 2029 | Bonus & lookback | --- | \$82,748,246 | \$78,371,501 | \$42,646,154 | \$12,900,766 | \$216,666,667 |
| Payment 10 July 2030 | Base, bonus & lookback | --- | \$82,748,248 | \$78,371,500 | \$42,646,154 | \$12,900,765 | \$216,666,667 |
| Payment 11 July 2031 | Base, bonus & lookback | --- | \$82,748,248 | \$78,371,500 | \$42,646,153 | \$12,900,765 | \$216,666,666 |
| Total | | \$465,384,615 | \$1,942,346,155 | \$2,109,038,461 | \$213,230,769 | \$270,000,000 | \$5,000,000,000 |

NOTES:

- Any adjustments to attorneys' fees and costs will be addressed in the separate attorneys' fees and costs agreement.

2. The attorneys' fees and costs included in the schedule include the Additional Restitution Amount, which will be paid in lieu of attorneys' fees to Settling States listed on Exhibit N.
3. Any offsets under Section V would also be deducted from the base, Incentive B & C maximum, and Incentive D lookback payments and applied proportionately to all payments.
4. Accelerated payments for Incentive A would adjust figures for base and Incentive B & C payments.
5. The dates of payments shown on the schedule are approximate, and will be determined by subsection V.B.1.

EXHIBIT N

Additional Restitution Amount Allocation

| | |
|-----------------------------|----------------|
| Alabama | 2.1169269268% |
| Alaska | 0.3443798454% |
| American Samoa | 0.0219613287% |
| Arizona | 2.9452135100% |
| California | 13.1510781360% |
| Colorado | 2.1897380150% |
| Connecticut | 1.7275419499% |
| Delaware | 0.6508743856% |
| District of Columbia | 0.2811929384% |
| Georgia | 3.7040606512% |
| Guam | 0.0665280480% |
| Hawaii | 0.4710748102% |
| Illinois | 4.3924998997% |
| Indiana | 2.7750263890% |
| Iowa | 1.0610119129% |
| Kansas | 1.0960862986% |
| Louisiana | 2.0857625133% |
| Maine | 0.7470015721% |
| Maryland | 2.6658205590% |
| Massachusetts | 2.9180077435% |
| Michigan | 4.3144215263% |
| Minnesota | 1.7616910858% |
| Missouri | 2.5748706956% |
| Montana | 0.4612247807% |
| N. Mariana Islands | 0.0240110183% |
| Nebraska | 0.5931074216% |
| New York | 8.4314865530% |
| North Carolina | 4.1880762974% |
| North Dakota | 0.2646479540% |
| Oregon | 1.8098698760% |
| Pennsylvania | 5.6817646992% |
| Rhode Island | 0.6444665757% |
| South Carolina | 2.0610356358% |
| Tennessee | 3.3570652958% |
| Texas | 10.8573789344% |
| Utah | 1.5481963920% |

| | |
|-----------------------|---------------|
| Vermont | 0.3893298238% |
| Virgin Islands | 0.0453295506% |
| Virginia | 3.0182689455% |
| Wisconsin | 2.2927931680% |
| Wyoming | 0.2691763371% |

EXHIBIT O

Adoption of a State-Subdivision Agreement

A State-Subdivision Agreement shall be applied if it meets the requirements of Section VI and is approved by the State and by the State's Subdivisions as follows:

1. *Requirements for Approval.* A State-Subdivision Agreement shall be deemed as agreed to when it has been approved by the State and either (a) Subdivisions whose aggregate "Population Percentages," determined as set forth below, total more than sixty percent (60%), or (b) Subdivisions whose aggregate Population Percentages total more than fifty percent (50%) provided that these Participating Subdivisions also represent fifteen percent (15%) or more of the State's counties or parishes (or, in the case of Settling States whose counties and parishes do not function as local governments, 15% of or more of the Settling State's non-county Subdivisions), by number.
2. *Approval Authority.* Approval by the State shall be by the Attorney General. Approval by a Subdivision shall be by the appropriate official or legislative body pursuant to the required procedures for that Subdivision to agree to a legally binding settlement.
3. *Population Percentage Calculation.* For purposes of this Exhibit O only, Population Percentages shall be determined as follows: For States with functional counties or parishes³, the Population Percentage of each county or parish shall be deemed to be equal to (a) (1) 200% of the population of such county or parish, minus (2) the aggregate population of all Primary Incorporated Municipalities located in such county or parish, divided by (b) 200% of the State's population. A "Primary Incorporated Municipality" means a city, town, village or other municipality incorporated under applicable state law with a population of at least 25,000 that is not located within another incorporated municipality. The Population Percentage of each Primary Incorporated Municipality shall be equal to its population (including the population of any incorporated or unincorporated municipality located therein) divided by 200% of the State's population; *provided* that the Population Percentage of a Primary Incorporated Municipality that is not located within a county shall be equal to 200% of its population (including the population of any incorporated or unincorporated municipality located therein) divided by 200% of the State's population. For all States that do not have functional counties or parishes, the Population Percentage of each non-county Subdivision (including any incorporated or unincorporated municipality located therein), shall be equal to its population divided by the State's population.
4. *Preexisting Agreements and Statutory Provisions.* A State may include with the notice to its Subdivisions an existing agreement, a proposed agreement, or statutory provisions regarding the distribution and use of settlement funds and have the acceptance of such an agreement or statutory provision be part of the requirements to be an Initial Participating Subdivision.

³ Certain states do not have counties or parishes that have functional governments, including: Alaska, Connecticut, Massachusetts, Rhode Island, and Vermont.

5. *Revised Agreements.* A State-Subdivision Agreement that has been revised, supplemented, or refined shall be applied if it meets the requirements of Section VI and is approved by the State and by the State's Subdivisions pursuant to the terms above.

EXHIBIT P

Injunctive Relief

A. Definitions Specific to this Exhibit

1. “*Cancer-Related Pain Care*” means care that provides relief from pain resulting from a patient’s active cancer or cancer treatment as distinguished from treatment provided during remission.
2. “*Janssen*” means Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc. (collectively, “Janssen”), including all of their subsidiaries, predecessors, successors, current officers, directors, employees, representatives, agents, affiliates, parents, and assigns acting on behalf of Janssen in the United States.
3. “*End-of-Life Care*” means care for persons with a terminal illness or at high risk for dying in the near future in hospice care, hospitals, long-term care settings, or at home.
4. “*Health Care Provider*” means any U.S.-based physician or other health care practitioner who is licensed to provide health care services or to prescribe pharmaceutical products and any medical facility, practice, hospital, clinic, or pharmacy.
5. “*In-Kind Support*” means payment or assistance in the form of goods, commodities, services, or anything else of value.
6. “*Lobby*” and “*Lobbying*” shall have the same meaning as “lobbying activities” and “lobbying contacts” under the federal lobbying disclosure act, 2 U.S.C. § 1602 *et seq.*, and any analogous state or local provisions governing the person or entity being lobbied. As used in this document, “Lobby” and “Lobbying” include Lobbying directly or indirectly, through grantees or Third Parties.
7. “*Opioid(s)*” means all naturally occurring, synthetic, or semisynthetic substances that interact with opioid receptors and act like opium. For the avoidance of doubt, the term “Opioid(s)” does not include Imodium.
8. “*Opioid Product(s)*” means all current and future medications containing Opioids approved by the U.S. Food & Drug Administration (FDA) and listed by the DEA as Schedule II, III, or IV drugs pursuant to the federal Controlled Substances Act (including but not limited to buprenorphine, codeine, fentanyl, hydrocodone, hydromorphone, meperidine, methadone, morphine, oxycodone, oxymorphone, tapentadol, and tramadol). The term “Opioid Products(s)” shall not include (i) methadone and other substances when used exclusively to treat opioid abuse, addiction, or overdose; or (ii) raw materials, immediate precursors, and/or active pharmaceutical ingredients (APIs) used in the manufacture or study of Opioids or Opioid Products, but only when such materials, immediate precursors, and/or

APIs are sold or marketed exclusively to DEA-licensed manufacturers or DEA-licensed researchers.

9. “*OD*” means opioid use disorder defined in the *Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM–5)*, as updated or amended.
10. “*Product(s) for the Treatment of Opioid-Induced Side Effects*” means any over-the-counter or prescription remedy used to treat those side effects identified on the FDA label for any Opioid Product, except that, for purposes of the Agreement, Product(s) for the Treatment of Opioid-Induced Side Effects shall not include products that treat OD or respiratory depression.
11. “*Promote*,” “*Promoting*,” “*Promotion*,” and “*Promotional*” means dissemination of information or other practices intended or reasonably anticipated to increase sales, prescriptions, or that attempts to influence prescribing practices in the United States. These terms shall not include the provision of scientific information or data in response to unsolicited requests from Health Care Providers or payors as allowed in subsection C.2.e-h.
12. “*Third Party(ies)*” means any person or entity other than Janssen or a government entity.
13. “*Treatment of Pain*” means the provision of therapeutic modalities to alleviate or reduce pain.
14. “*Unbranded Information*” means any information that does not identify a specific branded or generic product.

B. Ban on Selling and Manufacturing Opioids

1. Janssen shall not manufacture or sell any Opioids or Opioid Products for distribution in the United States. Janssen represents that prior to the Effective Date, it de-listed all of its Opioid Products and no longer ships any of them to or within the United States. Janssen shall provide notice to the Settling States when the last of the inventory Janssen has shipped has expired.
2. Notwithstanding subsection B.1, above, Janssen may continue to manufacture Nucynta and Nucynta ER (collectively “Nucynta”) in accordance with the terms of its April 2, 2015 contract with Depomed, Inc., rights to which were assigned to Collegium Pharmaceutical, Inc. (“Collegium”) on February 13, 2020, so long as Janssen is not Promoting Nucynta, or selling Nucynta to anyone other than Collegium. Janssen shall not extend, amend, or otherwise alter the terms of its April 2, 2015 contract or enter into any similar agreement related to Nucynta or any other Opioid or Opioid Product. For the term of its April 2, 2015 contract, or until the expiration of subsection B.1, whichever is shorter, Janssen shall make an annual report to the Settling States showing the amount of Nucynta manufactured in accordance with the April 2, 2015 contract.

C. Ban on Promotion

1. Janssen shall not engage in Promotion of Opioids or Opioid Products including but not limited to, by:
 - a. Employing or contracting with sales representatives or other persons to Promote Opioids or Opioid Products to Health Care Providers or patients, or to persons involved in determining the Opioid Products included in formularies;
 - b. Using speakers, key opinion leaders, thought leaders, lecturers, and/or speaking events for Promotion of Opioids or Opioid Products;
 - c. Sponsoring, or otherwise providing financial support or In-Kind Support to medical education programs for Promotion of Opioids or Opioid Products;
 - d. Creating, sponsoring, operating, controlling, or otherwise providing financial support or In-Kind Support to any website, network, and/or social or other media account for the Promotion of Opioids or Opioid Products;
 - e. Creating, sponsoring, distributing, or otherwise providing financial support or In-Kind Support for materials Promoting Opioids or Opioid Products, including but not limited to brochures, newsletters, pamphlets, journals, books, and guides;
 - f. Creating, sponsoring, or otherwise providing financial support or In-Kind Support for advertisements that Promote Opioids or Opioid Products, including but not limited to internet advertisements or similar content, and providing hyperlinks or otherwise directing internet traffic to advertisements; and
 - g. Engaging in internet search engine optimization or other techniques designed to Promote Opioids or Opioid Products by improving rankings or making content appear among the top results in an internet search or otherwise be more visible or more accessible to the public on the internet.
2. Notwithstanding subsection C.1 directly above, Janssen may:
 - a. Maintain a corporate website;
 - b. Maintain a website for any Opioid Product that contains principally the following content: the FDA-approved package insert, medication guide, and labeling, and a statement directing patients or caregivers to speak with a licensed Health Care Provider;

- c. Provide information or support the provision of information as expressly required by law or any state or federal government agency with jurisdiction in [State];
- d. Provide the following by mail, electronic mail, on or through Janssen's corporate or product websites or through other electronic or digital methods: FDA-approved package insert, medication guide, approved labeling for Opioid Products, or other prescribing information for Opioid Products that are published by a state or federal government agency with jurisdiction in [State];
- e. Provide scientific and/or medical information in response to an unsolicited request by a Health Care Provider consistent with the standards set forth in the FDA's Draft Guidance for Industry, *Responding to Unsolicited Requests for Off-Label Information About Prescription Drugs and Medical Devices* (Dec. 2011) as updated or amended by the FDA, and Guidance for Industry, *Good Reprint Practices for the Distribution of Medical Journal Articles and Medical or Scientific Reference Publications on Unapproved New Uses of Approved Drugs and Approved or Cleared Medical Devices* (Jan. 2009) as updated or amended by the FDA;
- f. Provide a response to any unsolicited question or request from a patient or caregiver, directing the patient or caregiver to the FDA-approved labeling or to speak with a licensed Health Care Provider without describing the safety or effectiveness of Opioids or any Opioid Product or naming any specific provider or healthcare institution; or directing the patient or caregiver to speak with their insurance carrier regarding coverage of an Opioid Product;
- g. Provide Health Care Economic Information, as defined at 21 U.S.C. § 352(a), to a payor, formulary committee, or other similar entity with knowledge and expertise in the area of health care economic analysis consistent with standards set forth in the FDA's Draft Questions and Answers Guidance for Industry and Review Staff, *Drug and Device Manufacturer Communications With Payors, Formulary Committees, and Similar Entities* (Jan. 2018), as updated or amended by the FDA;
- h. Provide information relating solely to the pricing of any Opioid Product;
- i. Sponsor or provide financial support or In-Kind Support for an accredited or approved continuing medical education program required by either an FDA-approved Risk Evaluation and Mitigation Strategy (REMS) program or other federal or state law or regulation applicable in [State] through an independent Third Party, which shall be responsible for the program's content without the participation of Janssen; and

- j. Provide information in connection with patient support information on co-pay assistance and managing pain in End-of-Life Care and/or Cancer-Related Pain Care relating to the use of Opioids for managing such pain, as long as the information identifies Janssen as the source of the information.
- 3. Janssen shall not engage in the Promotion of Products for the Treatment of Opioid-Induced Side Effects, including but not limited to:
 - a. Employing or contracting with sales representatives or other persons to Promote Products for the Treatment of Opioid-Induced Side Effects to Health Care Providers or patients;
 - b. Using speakers, key opinion leaders, thought leaders, lecturers, and/or speaking events to Promote Products for the Treatment of Opioid-Induced Side Effects;
 - c. Sponsoring, or otherwise providing financial support or In-Kind Support to medical education programs that Promote Products for the Treatment of Opioid-Induced Side Effects;
 - d. Creating, sponsoring, or otherwise providing financial support or In-Kind Support for advertisements that Promote Products for the Treatment of Opioid-Induced Side Effects, including but not limited to internet advertisements or similar content, and providing hyperlinks or otherwise directing internet traffic to advertisements.
 - 4. Notwithstanding subsection C.3 directly above, Janssen may Promote Products for the Treatment of Opioid-Induced Side Effects so long as such Promotion does not associate the product with Opioids or Opioid Products.
 - 5. Treatment of Pain
 - a. Janssen shall not, either through Janssen or through Third Parties, engage in any conduct that Promotes the Treatment of Pain, except that Janssen may continue to Promote the Treatment of Pain with branded non-Opioids, including Tylenol and Motrin.
 - b. Janssen shall not, either through Janssen or through Third Parties, engage in any conduct that Promotes the concept that pain is undertreated, except in connection with Promoting the use of branded non-Opioids, including Tylenol and Motrin, for the Treatment of Pain.
 - c. Janssen shall not disseminate Unbranded Information, including Unbranded Information about a medical condition or disease state, that contains links to branded information about Opioid Products or that otherwise Promotes Opioids or Opioid Products.

6. Notwithstanding subsection C.5 above:
 - a. Janssen may Promote or provide educational information about the Treatment of Pain with non-Opioids or therapies such as acetaminophen or non-steroidal anti-inflammatory drugs (NSAIDs), including Promoting or providing educational information about such non-Opioids or therapies as alternatives to Opioid use, or as part of multimodal therapy which may include Opioid use, so long as such non-Opioid Promotional or educational information does not Promote Opioids or Opioid Products.
 - b. Janssen may provide educational information about the Treatment of Pain related to medical procedures involving devices manufactured or sold by Janssen, including educational information about Opioids or Opioid Products, so long as such information does not Promote Opioids or Opioid Products.
7. The Promotional conduct prohibited in subsection C is not prohibited insofar as it relates to the Promotion of Opioids or Opioid Products for Cancer-Related Pain Care or End-of-Life Care only, and so long as Janssen is identified as the sponsor or source of such Promotional conduct.

D. No Financial Reward or Discipline Based on Volume of Opioid Sales

1. Janssen shall not provide financial incentives to its sales and marketing employees or discipline its sales and marketing employees based upon sales volume or sales quotas for Opioid Products;
2. Janssen shall not offer or pay any remuneration (including any kickback, bribe, or rebate) directly or indirectly, to any person in return for the prescribing, sale, use, or distribution of an Opioid Product; and
3. Janssen's compensation policies and procedures shall ensure compliance with the Agreement.

E. Ban on Funding/Grants to Third Parties

1. Janssen shall not directly or indirectly provide financial support or In-Kind Support to any Third Party that primarily engages in conduct that Promotes Opioids, Opioid Products, or Products for the Treatment of Opioid-Induced Side Effects (subject to subsections C.2, C.4, and C.6), including educational programs or websites that Promote Opioids, Opioid Products, or Products for the Treatment of Opioid-Induced Side Effects, excluding financial support otherwise required by the Agreement, a court order, or by a federal or state agency.
2. Janssen shall not create, sponsor, provide financial support or In-Kind Support to, or otherwise operate or control any medical society or patient advocacy group that primarily engages in conduct that Promotes Opioids, Opioid Products, or Products for the Treatment of Opioid-Induced Side Effects.

3. Janssen shall not provide links to any Third Party website or materials or otherwise distribute materials created by a Third Party for the purpose of Promoting Opioids, Opioid Products, or Products for the Treatment of Opioid-Induced Side Effects (subject to subsections C.2, C.4, and C.6).
4. Janssen shall not use, assist, or employ any Third Party to engage in any activity that Janssen itself would be prohibited from engaging in pursuant to the Agreement. To the extent Janssen supports trade groups engaged in Lobbying, Janssen shall stipulate that such support not be used for any purpose prohibited by the Agreement.
5. Janssen shall not enter into any contract or agreement with any person or entity or otherwise attempt to influence any person or entity in such a manner that has the purpose or foreseeable effect of limiting the dissemination of information regarding the risks and side effects of using Opioids.
6. Janssen shall not compensate or support Health Care Providers or organizations to advocate for formulary access or treatment guideline changes for the purpose of increasing access to any Opioid Product through third-party payors, i.e., any entity, other than an individual, that pays or reimburses for the dispensing of prescription medicines, including but not limited to managed care organizations and pharmacy benefit managers.
7. No officer or management-level employee of Janssen may concurrently serve as a director, board member, employee, agent, or officer of any entity that primarily engages in conduct that Promotes Opioids, Opioid Products, or Products for the Treatment of Opioid-Induced Side Effects. For the avoidance of doubt, nothing in this provision shall preclude an officer or management-level employee of Janssen from concurrently serving on the board of a hospital.
8. Janssen shall play no role in appointing persons to the board, or hiring persons to the staff, of any entity that primarily engages in conduct that Promotes Opioids, Opioid Products, or Products for the Treatment of Opioid-Induced Side Effects. For the avoidance of doubt, nothing in this paragraph shall prohibit Janssen from fully and accurately responding to unsolicited requests or inquiries about a person's fitness to serve as an employee or Board member at any such entity.

F. Lobbying Restrictions

1. Janssen shall not Lobby for the enactment of any federal, state, or local legislative or regulatory provision that:
 - a. Encourages or requires Health Care Providers to prescribe Opioids or sanctions Health Care Providers for failing to prescribe Opioids or failing to treat pain with Opioids;
 - b. Has the effect of limiting access to any non-Opioid alternative pain treatments; or

- c. Pertains to the classification of any Opioid or Opioid Product as a scheduled drug under the Controlled Substances Act.
- 2. Janssen shall not Lobby against the enactment of any federal, state or local legislative or regulatory provision that supports:
 - a. The use of non-pharmacologic therapy and/or non-Opioid pharmacologic therapy to treat chronic pain over or instead of Opioid use, including but not limited to third party payment or reimbursement for such therapies;
 - b. The use and/or prescription of immediate release Opioids instead of extended release Opioids when Opioid use is initiated, including but not limited to third party reimbursement or payment for such prescriptions;
 - c. The prescribing of the lowest effective dose of an Opioid, including but not limited to third party reimbursement or payment for such prescription;
 - d. The limitation of initial prescriptions of Opioids to treat acute pain;
 - e. The prescribing and other means of distribution of naloxone to minimize the risk of overdose, including but not limited to third party reimbursement or payment for naloxone;
 - f. The use of urine testing before starting Opioid use and annual urine testing when Opioids are prescribed, including but not limited to third party reimbursement or payment for such testing;
 - g. Evidence-based treatment (such as using medication-assisted treatment with buprenorphine or methadone in combination with behavioral therapies) for OUD, including but not limited to third party reimbursement or payment for such treatment; or
 - h. The implementation or use of Opioid drug disposal systems.
- 3. Janssen shall not Lobby against the enactment of any federal, state or local legislative or regulatory provision expanding the operation or use of PDMPs, including but not limited to provisions requiring Health Care Providers to review PDMPs when Opioid use is initiated and with every prescription thereafter.
- 4. Notwithstanding the foregoing restrictions in subsections F.1-3, the following conduct is not restricted:
 - a. Challenging the enforcement of or suing for declaratory or injunctive relief with respect to legislation, rules, or regulations referred to in subsection F.1;
 - b. Communications made by Janssen in response to a statute, rule, regulation, or order requiring such communication;

- c. Communications by a Janssen representative appearing before a federal or state legislative or administrative body, committee, or subcommittee as a result of a mandatory order or subpoena commanding that person to testify;
 - d. Responding, in a manner consistent with the Agreement, to an unsolicited request for input on the passage of legislation or the promulgation of any rule or regulation when such request is submitted in writing specifically to Janssen from a government entity directly involved in the passage of that legislation or promulgation of that rule or regulation; or
 - e. Lobbying for or against provisions of legislation or regulation that address other subjects in addition to those identified in subsections F.1-3, so long as the company does not support specific portions of such legislation or regulation covered by subsection F.1 or oppose specific portions of such legislation or regulation covered by subsections F.2-3.
5. Janssen shall provide notice of the prohibitions in subsection F to all employees engaged in Lobbying; shall incorporate the prohibitions in subsection F into trainings provided to Janssen employees engaged in Lobbying; and shall certify to the Settling States that it has provided such notice and trainings to Janssen employees engaged in Lobbying.

G. Ban on Prescription Savings Programs

- 1. Janssen shall not directly or indirectly offer any discounts, coupons, rebates, or other methods which have the effect of reducing or eliminating a patient's co-payments or the cost of prescriptions (e.g., free trial prescriptions) for any Opioid Product.
- 2. Janssen shall not directly or indirectly provide financial support to any Third Party for discounts, coupons, rebates, or other methods which have the effect of reducing or eliminating a patient's co-payments or the cost of prescriptions (e.g., free trial prescriptions) for any Opioid Product.
- 3. Janssen shall not directly or indirectly assist patients, Health Care Providers, or pharmacies with the claims and/or prior authorization process required for third-party payors to approve payment for any Opioid Product.

H. General Terms

- 1. Janssen shall not make any written or oral statement about Opioids or any Opioid Product that is unfair, false, misleading, or deceptive as defined under the law of [State]. For purposes of this paragraph, "Opioid Product" shall also include methadone and other substances when used exclusively to treat opioid abuse, addiction, or overdose.

2. Janssen shall not represent that Opioids or any Opioid Product(s) have approvals, characteristics, uses, benefits, or qualities that they do not have. For purposes of this paragraph, “Opioid Product” shall also include methadone and other substances when used exclusively to treat opioid abuse, addiction, or overdose.
3. For the avoidance of doubt, the Agreement shall not be construed or used as a waiver or limitation of any defense otherwise available to Janssen in any action, and nothing in the Agreement is intended to or shall be construed to prohibit Janssen in any way whatsoever from taking legal or factual positions with regard to any Opioid Product(s) in defense of litigation or other legal proceedings.
4. Upon the request of the [State] Attorney General, Janssen shall provide the [State] Attorney General with copies of the following, within thirty (30) calendar days of the request:
 - a. Any litigation or civil or criminal law enforcement subpoenas or Civil Investigative Demands relating to Janssen’s Opioid Product(s); and
 - b. Warning or untitled letters issued by the FDA regarding Janssen’s Opioid Product(s) and all correspondence between Janssen and the FDA related to such letters.
5. The Agreement applies to conduct that results in the Promotion of Opioids or Opioid Products, or the Treatment of Pain inside the United States.
6. Janssen will enter into the Agreement solely for the purpose of settlement, and nothing contained therein may be taken as or construed to be an admission or concession of any violation of law, rule, or regulation, or of any other matter of fact or law, or of any liability or wrongdoing, all of which Janssen expressly denies. No part of the Agreement, including its statements and commitments, shall constitute evidence of any liability, fault, or wrongdoing by Janssen. The Agreement is not intended for use by any third party for any purpose, including submission to any court for any purpose.
7. Nothing in the Agreement shall be construed to limit or impair Janssen’s ability to:
 - a. Communicate its positions and respond to media inquiries concerning litigation, investigations, reports or other documents or proceedings relating to Janssen or its Opioid Products.
 - b. Maintain a website explaining its litigation positions and responding to allegations concerning its Opioid Products, including the website, www.factsaboutourprescriptionopioids.com.

I. Compliance with All State Laws and Regulations Relating to the Sale, Promotion, and Distribution of Any Opioid Product

1. Janssen shall comply with all applicable state laws and regulations that relate to the sale, promotion, distribution, and disposal of Opioids or Opioid Products, including conduct permitted by subsection B.2, provided that nothing in this paragraph requires Janssen to violate federal law or regulations, including but not limited to:
 - a. [State] Controlled Substances Act, including all guidance issued by the applicable state regulator(s);
 - b. [State] Consumer Protection Laws;
 - c. [State] laws, regulations, and guidelines related to opioid prescribing, distribution, and disposal; and
 - d. [State Specific Laws].

J. Clinical Data Transparency

1. Janssen agrees to continue sharing clinical trial data under the Yale University Open Data Access (YODA) Project to allow researchers qualified under the program to access the company's proprietary data under the terms of the project.
2. In the event Yale University discontinues or withdraws from the YODA Project agreement with Janssen, Janssen shall make its clinical research data regarding Opioids and Opioid Products, and any additional clinical research data that Janssen sponsors and controls regarding Opioids and Opioid Products, available to an independent entity that is the functional equivalent of the YODA Project under functionally equivalent terms.

K. Enforcement

1. For the purposes of resolving disputes with respect to compliance with this Exhibit, should any of the Settling States have a reasonable basis to believe that Janssen has engaged in a practice that violates a provision of this Exhibit subsequent to the Effective Date, such Settling State shall notify Janssen in writing of the specific objection, identify with particularity the provision of the Agreement that the practice appears to violate, and give Janssen thirty (30) days to respond in writing to the notification; provided, however, that a Settling State may take any action if the Settling State believes that, because of the specific practice, a threat to health or safety of the public requires immediate action.
2. Upon receipt of written notice, Janssen shall provide a good faith written response to the Settling State's notification, containing either a statement explaining why Janssen believes it is in compliance with this Exhibit of the Agreement, or a detailed explanation of how the alleged violation occurred and a statement

explaining how Janssen intends to remedy the alleged breach. Nothing in this section shall be interpreted to limit the [State's] civil investigative demand ("CID") or investigative subpoena authority, to the extent such authority exists under applicable law, and Janssen reserves all of its rights in responding to a CID or investigative subpoena issued pursuant to such authority. If Janssen notifies the Settling States in writing that two or more Settling States have notified Janssen of alleged violations, the Settling States that provided notice of alleged violations shall work in good faith to collectively resolve the alleged violation with Janssen before taking any enforcement action(s).

3. The Settling States may agree, in writing, to provide Janssen with additional time beyond thirty (30) days to respond to a notice provided under subsection K.1, above, without Court approval.
4. Upon giving Janssen thirty (30) days to respond to the notification described above, the Settling State shall also be permitted reasonable access to inspect and copy relevant, non-privileged, non-work product records and documents in possession, custody, or control of Janssen that relate to Janssen's compliance with each provision of the Agreement pursuant to that Settling State's CID or investigative subpoena authority.
5. The Settling State may assert any claim that Janssen has violated the Agreement in a separate civil action to enforce compliance with the Agreement, or may seek any other relief afforded by law for violations of the Agreement, but only after providing Janssen an opportunity to respond to the notification described in subsection K.1, above; provided, however, the Settling State may take any action if the Settling State believes that, because of the specific practice, a threat to the health or safety of the public requires immediate action.
6. In the event of a conflict between the requirements of the Agreement and any other law, regulation, or requirement such that Janssen cannot comply with the law without violating the terms of the Agreement or being subject to adverse action, including fines and penalties, Janssen shall document such conflicts and notify the Settling State of the extent to which it will comply with the Agreement in order to eliminate the conflict within thirty (30) days of Janssen's discovery of the conflict. Janssen shall comply with the terms of the Agreement to the fullest extent possible without violating the law.
7. Janssen or any Settling State may request that Janssen and any Settling State meet and confer regarding the resolution of an actual or potential conflict between the Agreement and any other law, or between interpretations of the Agreement by different courts. Nothing herein is intended to modify or extend the jurisdiction of any single judicial authority as provided by law.

L. Compliance Duration

1. Subsections B-J shall be effective for 10 years from the Effective Date.

2. Nothing in this Agreement shall relieve Janssen of its independent obligation to fully comply with the laws of [State] after expiration of the 10-year period specified in this subsection.

M. Compliance Deadlines

1. Janssen must be in full compliance with the provisions included this Agreement by the Effective Date. Nothing herein shall be construed as permitting Janssen to avoid existing legal obligations.

EXHIBIT Q

Non-Released Entities

The following includes a non-exclusive list of non-Released Entities:

1. Actavis LLC
2. Actavis Pharma, Inc.
3. Allergan PLC
4. Allergan Finance, LLC
5. AmerisourceBergen Corporation
6. AmerisourceBergen Drug Corporation
7. Anda, Inc.
8. Cardinal Health, Inc.
9. Cephalon, Inc.
10. Collegium Pharmaceuticals
11. CVS Health Corp.
12. CVS Pharmacy, Inc.
13. Endo Pharmaceuticals Inc.
14. Endo Health Solutions Inc.
15. Mallinckrodt LLC
16. McKesson Corporation
17. McKinsey & Company Inc.
18. Par Pharmaceutical, Inc.
19. Par Pharmaceutical Companies, Inc.
20. Purdue Pharma L.P.
21. Purdue Pharma Inc.
22. SpecGx LLC
23. Teva Pharmaceuticals USA, Inc.
24. The Purdue Frederick Company
25. Walgreen Co.
26. Walgreens Boots Alliance, Inc.
27. Walmart Inc.
28. Watson Laboratories, Inc.

EXHIBIT R

Agreement on Attorneys' Fees, Costs, and Expenses

This Agreement on Attorneys' Fees, Expenses and Costs ("Fee Agreement"), is entered between Janssen and the Plaintiffs' Executive Committee appointed in the multidistrict litigation in the Northern District of Ohio, *In re National Prescription Opiate Litigation*, No. 1:17-MD-2804 ("MDL PEC"), in connection with the Janssen Master Settlement Agreement ("Janssen Agreement"). This Fee Agreement becomes effective on the Effective Date of the Janssen Agreement or the date that the Consent Judgments anticipated under the Janssen Agreement become final in 25 Settling States (whichever is later). However, the costs specified in paragraphs II.I.1 and II.I.4 of this Fee Agreement that are to be funded pre-Effective Date by Janssen are effective upon agreement in writing with Janssen.

I. Definitions

- A. This Fee Agreement incorporates all defined terms in the Janssen Agreement, unless otherwise defined herein, and shall be interpreted in a manner consistent with the Janssen Agreement.
- B. "*Attorney.*" Any of the following retained through a legal contract: a solo practitioner, multi-attorney law firm, or other legal representative of a Participating Subdivision.
- C. "*Attorney Fee Fund.*" An account consisting of funds allocated to pay attorneys' fees approved pursuant to Section II of this Fee Agreement established by Order of and under the ongoing jurisdiction of the MDL Court, as provided below.
- D. "*Common Benefit Fund.*" The sub fund of the Attorney Fee Fund described in Section II.C.
- E. "*Contingency Fee Fund.*" The sub fund of the Attorney Fee Fund described in Section II.D.
- F. "*Cost and Expense Fund Administrator.*" The administrator appointed by the MDL Court to administer the MDL Expense Fund and Litigating Subdivision Cost Fund as provided in the Fee Agreement.
- G. "*Cost Funds.*" Collectively, the MDL Expense Fund and Litigating Subdivision Cost Fund.
- H. "*Fee Entitlement.*" Any right, entitlement or expectation, including but not limited to a fee contract, contingent fee contract, agreement, referral arrangement, co-counsel arrangement, State Back-Stop agreement, or any other arrangement by which counsel could receive compensation or other consideration. For the avoidance of doubt, the scope of Fee Entitlement under paragraph II.G.3.a does not include any Attorneys' fees associated with representation of a State.

- I. “*Fee Panel.*” The three-person panel appointed by the MDL Court to administer the Attorney Fee Fund and its sub funds as provided in the Fee Agreement.
- J. “*Litigating Subdivision Cost Fund.*” The cost fund described in Section II.E herein.
- K. “*MDL Court.*” United States District Court for the Northern District of Ohio Eastern Division, Case No. 1:17-md-2804, Judge Dan Aaron Polster.
- L. “*MDL Expense Fund.*” The cost fund described in Section II.F below.
- M. “*MDL PEC.*” The Plaintiffs’ Executive Committee appointed by the MDL Court.
- N. “*Non-Participating Litigating Subdivision.*” A Litigating Subdivision that is not a Participating Subdivision.
- O. “*Participating Litigating Subdivision.*” A Litigating Subdivision that is also a Participating Subdivision.
- P. “*Participation Agreement.*” An agreement executed by an Attorney that acknowledges the obligation to pay an appropriate MDL Common Benefit Assessment.
- Q. “*Qualifying Representation.*” Legal services provided for representation of a Participating Litigating Subdivision regarding Released Claims against Released Entities.
- R. “*State Back-Stop Agreement.*” Any agreement by a Settling State and private counsel for Participating Subdivisions in that State (or legislation enacted in that State) to provide, adjust, or guarantee attorneys’ fees and costs, whether from the Attorney Fee Fund or any other source recognized in the agreement or legislation.

II. Fees and Costs

- A. *Total Attorneys’ Fees and Costs.*
 - 1. Total attorneys’ fees and costs to be paid by Janssen to Attorneys in each of the relevant Payment Years under this Agreement shall be up to the following amounts, subject to the provisions set forth below, including with respect to the division of the Attorney Fee Fund into its sub funds:

| | Attorney Fee Fund (Contingency Fee Fund and Common Benefit Fund) | MDL Expense Fund | Litigating Subdivision Cost Fund |
|----------------|---|------------------|----------------------------------|
| Payment Year 1 | \$32,391,518.74 | \$9,615,384.61 | \$10,000,000.00 |
| Payment Year 2 | \$35,936,883.63 | | \$10,000,000.00 |
| Payment Year 3 | \$64,482,248.52 | | \$10,000,000.00 |
| Payment Year 4 | \$43,720,414.21 | | |
| Payment Year 5 | \$43,720,414.21 | | |
| Payment Year 6 | \$43,720,414.21 | | |
| Payment Year 7 | \$43,720,414.21 | | |

2. The sub funds within the Attorney Fee Fund shall include the Common Benefit Fund and the Contingency Fee Fund. The Cost Funds shall include the MDL Expense Fund, and the Litigating Subdivision Cost Fund. The State Counsel Fee Fund and the State Cost Fund shall be separate funds under the control of the Settling States.
3. The Contingency Fee Fund and the Common Benefit Fund shall be administered by a Fee Panel to be appointed by the MDL Court that will be governed by the provisions of this Fee Agreement and shall design the process and procedures for the allocation of fees pursuant to this Fee Agreement and the MDL Court's Order. The Cost Funds shall be administered by the Cost and Expense Fund Administrator to be appointed by the MDL Court who will be governed by the provisions of this Fee Agreement and shall design the process and procedures for the allocation of costs pursuant to this Agreement and the MDL Court's Order.
4. The fees and costs to be paid under this Fee Agreement are available for Attorneys engaged in Qualifying Representations only. Fees and costs to be paid under this Fee Agreement are not available prior to the Effective Date of the Janssen Agreement or if the Janssen Agreement does not proceed past Janssen's determination in Section VIII.A of the Janssen Agreement. Fees and costs to be paid under this Fee Agreement are not available for representation of Non-Participating Subdivisions or Non-Litigating Subdivisions and are not available for representation of private hospitals, third-party payors, NAS claimants, personal injury/wrongful death claimants, or any entity other than Participating Litigating Subdivisions. In addition, fees and costs under this Fee Agreement are not available for representation of

any individual or entity in matters other than those claims against Released Entities, but may include a reasonable share of representations that involve development of facts for pursuit of opioid-related claims against multiple defendants in the pharmacy, manufacturing, and distribution chain.

B. *Attorney Fee Fund and Sub Funds*

1. There shall be a split of the Attorney Fee Fund into the Contingency Fee Fund and the Common Benefit Fund. The split shall be 40% to the Contingency Fee Fund and 60% to the Common Benefit Fund.
2. In no event shall Janssen be required to pay more into the Attorney Fee Fund in any Payment Year than the maximum amount specified for that Payment Year in paragraph II.A.1, which amounts are reflected in Exhibit M to the Janssen Agreement. The amounts allocated to the Contingency Fee Fund and the Common Benefit Fund set by the Fee Panel shall be subject to the reductions and offsets set forth below.
3. Awards of fees from the Contingency Fee Fund shall be available to Attorneys with Qualifying Representations of Participating Litigating Subdivisions eligible to receive an allocation under the Janssen Agreement, as set forth in Exhibit G to the Janssen Agreement, and shall be made applying the Mathematical Model attached as Exhibit “A” to this Fee Agreement. The collection of the data and calculations for the Mathematical Model has been a cooperative effort among private counsel for a large number of Litigating Subdivisions. The analysis has been spearheaded by Joseph Tann and Andrew Arnold. The Fee Panel is encouraged to continue working with those counsel in application of the Model. The Fee Panel shall oversee the application of the Model and resolve any questions or disputes concerning the eligibility of a Counsel to participate as required in Section II.G. The Panel is empowered to hear disputes concerning and ensure the accuracy of the mathematical calculation.
4. As to awards from the Contingency Fee Fund, there shall be no right of appeal.
5. Any appeal of an award of the Fee Panel from the Common Benefit Fund will be made to the MDL Court and be reviewed under an abuse of discretion standard.

C. *Common Benefit Fund (60% of the Attorney Fee Fund.)*

1. Funds in the Attorney Fee Fund shall be allocated to the Common Benefit Fund according to the schedule set forth below, subject to the adjustments described in paragraph II.C.5. The payments are to be made on the following yearly schedule, subject to the adjustments set forth below:

| | |
|----------------|-------------------------|
| Payment Year 1 | \$19,434,911.24 |
| Payment Year 2 | \$21,562,130.18 |
| Payment Year 3 | \$38,689,349.11 |
| Payment Year 4 | \$26,232,248.53 |
| Payment Year 5 | \$26,232,248.53 |
| Payment Year 6 | \$26,232,248.53 |
| Payment Year 7 | \$26,232,248.53 |
| Total: | \$184,615,384.64 |

2. The Common Benefit Fund shall be available to compensate Attorneys engaged in Qualifying Representations of Participating Litigating Subdivisions who:
 - a. have performed work for the common benefit of all subdivisions pursuant to the guidelines established by Judge Polster set forth in MDL 2804 and the Order dated June 19, 2018, under docket number 636, which is included herein by reference; and
 - b. satisfy the eligibility criteria set forth in Section II.G.

For purposes of Common Benefit Fund distribution, notwithstanding paragraph II.A.4, Attorneys representing Tribal Nations litigating against Janssen that have reached a settlement for Released Claims with Janssen and/or Released Entities and meet the eligibility criteria in Section II.G shall be eligible.

3. The Common Benefit Fund shall be overseen by the Fee Panel, which shall determine the allocation of funds to eligible Attorneys consistent with this Fee Agreement and the June 19, 2018 Order;
4. In assessing the benefits that an Attorney has conferred to Participating Subdivisions (including non-Litigating Subdivisions) and/or Tribes for purposes of any compensation decision, the Fee Panel shall give significant weight to the extent to which (i) the Attorney and his or her clients have contributed to increasing (or reducing) the Initial Participation Tier achieved through participation in the Janssen Agreement, (ii) the Attorney and his or her clients have contributed to increasing (or reducing) the amounts achieved under Incentive Payments A-D through participation in the Janssen Agreement, and (iii) the Attorney and his or her clients have contributed to the potential triggering of any suspension, reduction, or offset of Settlement payment amounts under the Janssen Agreement. The panel may also consider additional fee recoveries the Attorney may potentially obtain, including, but not limited to, from State Back-Stop Agreements, representations of States or Tribal Nations, representations of other clients in opioids-related matters, or through the representation of Subdivision clients,

whether they participated in the Janssen Agreement or not. It is the intent of this provision to recognize that the goal of the Janssen Agreement is to provide for maximum participation by the Subdivisions, maximum abatement funding for all Subdivisions nationally, and the maximum peace for Released Entities. Therefore, representing a Non-Participating Subdivision does not further the goal of the Janssen Agreement, and should not be considered Common Benefit because it does not increase funds available to Participating Subdivisions' abatement programs. Representing Later Litigating Subdivisions is antithetical to the Janssen Settlement, detracts from Common Benefit, and is addressed by the ethics opinion discussed in paragraph II.I.4. The Fee Panel shall consider this concept of "common detriment" set forth in this paragraph in all of its decision making with respect to the allocation of the Attorney Fee Fund among Attorneys, as well as, in its discretion, any offsets provided to Janssen as set forth in paragraph II.C.6 and Section II.H. The Fee Panel shall consider the totality of the Attorney's Participating Litigating Subdivisions as compared to the Attorney's Non-Participating Litigating Subdivisions; the Parties recognize that, although the goal is for 100% participation, Attorneys with a higher number of clients have a higher probability of having one or more non-Participating Litigating Subdivision. As used in this paragraph II.C.4, "client" or "representing" a Subdivision shall include any Litigating Subdivision as to which the Attorney has a Fee Entitlement.

5. As set forth in paragraph II.C.6 and Section II.H, the Fee Panel must consider the factors described in paragraph II.C.4 to determine how and whether to reduce the amounts to be paid by Janssen under this Fee Agreement and to determine how to allocate funds among Attorneys. They may also, at their discretion, consider other factors. Any reduction in payment obligation or credit to be given Janssen in this Fee Agreement shall be applied against Payment Year 7 and working backwards. Any reduction to an Attorney not credited to Janssen shall be allocated to attorneys whose Litigating Subdivision clients participated in the settlement by the Initial Participation Date.
6. The amounts to be provided as a credit or offset to Janssen from the Common Benefit Fund shall depend on the relevant Participation Tier achieved, set forth in Exhibit H of the Janssen Agreement, as follows:
 - a. At Participation Tier 1 or below, the Common Benefit Fund payments to be paid by Janssen shall be reduced as follows:
 - i. With respect to any Attorney seeking payment from the Common Benefit Fund, the Fee Panel shall compare the aggregate allocation that Participating Litigating Subdivisions with which the Attorney has a Fee Entitlement would receive using the negotiating class allocation metrics with the aggregate amount that all Litigating Subdivisions (Participating and Non-Participating) with which the Attorney has a

Fee Entitlement would receive using the negotiating class allocation metrics, provided that only Litigating Subdivisions in Settling States shall be considered for this ratio. The Fee Panel will multiply the amount to be paid to that Attorney from the Common Benefit Fund by that ratio, reduce the Attorney's award by a maximum reduction of 15%, and the dollar amount of such reduction shall be deducted, dollar-for-dollar, from the amount owed by Janssen to the Common Benefit Fund of the Attorney Fee Fund.

- ii. In the event that any Non-Participating Subdivision that is (a) under the jurisdiction of the MDL Court or (b) represented by an Attorney that is obligated to pay into the MDL Common Benefit Fund pursuant to a Participation Agreement, an order of the MDL Court, or any other arrangement settles with or wins a judgment against a Released Entity separate from the Janssen Agreement, and such settlement or judgment results in a common benefit fee assessment or fee payment into the MDL Common Benefit Fund during the time of Janssen's obligation to pay fees under this Fee Agreement, Janssen's obligation to pay into the Common Benefit Fund shall be reduced dollar-for-dollar for any amount of such fee assessments or payments (in the aggregate based on all reductions in this subparagraph II.C.6.a.ii) that exceed the reductions in subparagraph II.C.6.a.i.
 - iii. For the avoidance of doubt, in Tier 1 for each settlement or judgment with Janssen that results in an assessment or payment to the MDL Common Benefit Fund, that payment shall result in an offset for Janssen, unless the assessment or payment occurs after the Payment Date for Year 7.
- b. At Participation Tier 2, the Common Benefit Fund payments to be made by Janssen shall be reduced only as follows:
- i. Reduction by the Fee Panel. With respect to all Attorneys making an application that seeks payment from the Common Benefit Fund, the Fee Panel shall, following a determination that an Attorney is eligible under Section II.G, apply the criteria specified in paragraph II.C.4 in determining whether the lack of participation by Subdivisions with which an Attorney has a Fee Entitlement has resulted in a reduction in the Participation Tier achieved, reduction in benefit to Participating Subdivisions as a result of reductions in Incentives A-D, and/or potential triggering of a suspension, reduction, or offset under the Janssen Agreement. If the Fee Panel concludes that such a reduction has occurred, it must consider (1) the relative size of the Non-Participating Subdivision, as adjusted by the severity measures reflected in Exhibit H (governing the Participation Tiers) of the Janssen Agreement, and the impact of its non-participation on the

Janssen Agreement as a whole (including amounts of Incentive Payments and triggering of suspensions, reductions, or offsets); (2) whether and by how much the payment to the Attorney from the Common Benefit Fund should be reduced as a result of the impact of such non-participation on Participating Subdivisions; and (3) whether some or all of said reduction should revert to Janssen due to the reduction in peace obtained from the Janssen Agreement. Consideration of the factors discussed in this subparagraph and paragraph II.C.4 is mandatory. The decision whether to (and by how much) to reduce payments by Janssen or to reduce the payment to any Attorney based on the factors in paragraph II.C.4 shall be in the sole discretion of the Fee Panel.

ii. Offsets.

- (1) In the event that any Non-Participating Subdivision that is (a) under the jurisdiction of the MDL Court or (b) represented by an Attorney that is obligated to pay into the MDL Common Benefit Fund pursuant to a Participation Agreement, an order of the MDL Court, or any other arrangement settles with or wins a judgment against a Released Entity separate from the Janssen Agreement, and such settlement or judgment results in a common benefit fee assessment or fee payment into the MDL Common Benefit Fund during the time of Janssen's obligation to pay Common Benefit Fees under this Fee Agreement, Janssen's obligation to pay into the Common Benefit Fund shall be reduced dollar-for-dollar up to the amount of the fee assessment or payment, except that such amount shall be capped at 7.5% of the amount of the settlement or judgment. Such reduction shall be taken first from Payment Year 7 of Janssen's payments to the Common Benefit Fund of the Attorney Fee Fund up to the full amount of Janssen's payment obligation in Payment Year 7, then from Payment Year 6, and so on.
 - (2) For the avoidance of doubt, for each settlement or judgment with Janssen that results in an assessment or payment to the MDL Common Benefit Fund, that payment shall result in an offset for Janssen, unless the assessment or payment occurs after the Payment Date for Payment Year 7.
- c. At Participation Tier 3, the reductions to the Attorney Fee Fund shall be the same as set forth in subparagraph II.C.6.b, except that the cap on each offset shall be 5% of the amount of such settlement or judgment.
 - d. At Participation Tier 4, there shall be no reductions to Janssen's obligations to make payment into the Common Benefit Fund, but the principles set forth in paragraph II.C.4 shall continue to apply.

D. *Contingency Fee Fund.* (40% of the Attorney Fee Fund.)

1. Funds from the Attorney Fee Fund shall be allocated to the Contingency Fee Fund on the following yearly schedule, subject to the adjustments set forth below:

| | |
|----------------|-------------------------|
| Payment Year 1 | \$12,956,607.50 |
| Payment Year 2 | \$14,374,753.45 |
| Payment Year 3 | \$25,792,899.41 |
| Payment Year 4 | \$17,488,165.68 |
| Payment Year 5 | \$17,488,165.68 |
| Payment Year 6 | \$17,488,165.68 |
| Payment Year 7 | \$17,488,165.68 |
| Total: | \$123,076,923.09 |

2. The Contingency Fee Fund shall be available to compensate Attorneys engaged in Qualifying Representations of Participating Litigating Subdivisions that meet the criteria set forth in Section II.G.
3. The Contingency Fee Fund shall be available to Attorneys who
 - a. represent Litigating Subdivisions that are Participating Subdivisions, whether their actions are filed in state or federal court, and
 - b. meet the eligibility criteria of Section II.G.
 - c. Participation in the Contingency Fee Fund by counsel that have a case that is not subject to the jurisdiction of the MDL Court shall not create, provide, or waive jurisdiction of the MDL Court over that Litigating Subdivision, that case or Attorneys, other than to oversee the fairness of the distribution process, and enforcement of this Fee Agreement.
4. The amounts owed by Janssen to the Contingency Fee Fund shall depend on the relevant Participation Tier set forth in Exhibit H of the Janssen Agreement as follows:
 - a. At Participation Tiers 1, 2 and 3, the Contingency Fee Fund payments shall be reduced as follows:
 - i. For Non-Settling States, the Contingency Fee Fund payments shall first be reduced by the amounts identified by the Fee Panel, pursuant to paragraph II.H.6, that would have been owed to counsel for Litigating Subdivisions in Non-Settling States, had those States and those Litigating Subdivisions been Settling States and Participating Subdivisions.

- ii. Following the calculation in subparagraph II.D.4.a.i, the Contingency Fee Fund payments shall be reduced to reflect the non-joinder of Litigating Subdivisions in Settling States by subtracting the amounts identified by the Fee Panel, pursuant to paragraph II.H.6, that would have been owed to counsel for Non-Participating Litigating Subdivisions in Settling States had such Litigating Subdivisions been Participating Subdivisions.
- b. At Participation Tier 4, there shall be no reductions in the Contingency Fee Fund.
- c. In the event that Janssen, prior to the Effective Date of the Janssen Agreement, settles with any Litigating Subdivision and, under such settlement agreement pays attorneys' fees, the Fee Panel shall treat those Litigating Subdivisions as Participating Litigating Subdivisions and, applying the same criteria applicable to all Attorneys for Participating Litigating Subdivisions, determine what amount they would have been paid from the Contingency Fee Fund if they had become Participating Subdivisions under the Janssen Agreement without such prior settlement. That sum, rather than being paid to the Attorney for the previously settling Litigating Subdivision, shall be credited and/or returned to Janssen as if determined under (a)(ii) above, except that such credit shall not be greater than the amount to the Attorneys paid under the Litigating Subdivision's prior settlement agreement.

E. *Litigating Subdivision Cost Fund.*

1. Janssen shall pay \$30,000,000.00 into the Litigating Subdivision Cost Fund, according to the schedule set forth below:

| | |
|----------------|------------------------|
| Payment Year 1 | \$10,000,000.00 |
| Payment Year 2 | \$10,000,000.00 |
| Payment Year 3 | \$10,000,000.00 |
| Total | \$30,000,000.00 |

2. The Litigating Subdivision Cost Fund shall be available to compensate Attorneys for costs and expenses arising out of representation of Participating Litigating Subdivisions or to compensate Participating Litigating Subdivisions for direct in-house costs for expenditures related to their litigation against Janssen including the cost of in-house employees. No funds in the Litigating Subdivision Cost Fund may be used to compensate the costs incurred by Non-Participating Subdivisions or Non-Litigating Subdivisions or costs and expenses arising out of representation of any such Subdivision. In allocating the Litigating Subdivision Cost Fund, the Administrator shall not allocate any funds for costs incurred after July 21, 2021.

3. During the period between July 21, 2021, and the Effective Date, the MDL PEC, as well as Litigating Subdivisions eligible to claim costs from the Litigating Subdivision Cost Fund, shall make best efforts to cease litigation activity against Janssen, including by jointly seeking stays or severance of claims against Janssen, where feasible, or postponements if a motion to stay or sever is not feasible or is denied, so long as such actions are not otherwise detrimental to the Litigating Subdivision.
4. In the event that Janssen, prior to the Effective Date of the Janssen Agreement, settles with any Litigating Subdivision and, under such settlement agreement pay costs to the Litigating Subdivision or its Attorney, the MDL Cost and Expense Fund Administrator shall treat those Litigating Subdivisions as Participating Litigating Subdivisions and, using the same criteria applicable to all applicants to the Litigating Subdivision Cost Fund, determine what amount in costs the Litigating Subdivision or its Attorney would have been paid from the Subdivision Cost Fund if they had settled under the Janssen Agreement. That sum, rather than being paid to the Attorney or the previously settling Litigating Subdivision, shall be credited and/or returned to Janssen, except that such sum shall not be greater than the amount paid under the previously settled Litigating Subdivision's settlement agreement.
5. The MDL Court shall appoint a Cost and Expense Fund Administrator, who shall develop a process and criteria, with input from participating counsel, by which to a) determine the distribution of amounts from the MDL Expense Fund in pursuit of the claims against Janssen; and b) receive and evaluate applications from Participating Litigating Subdivisions, whether filed in Federal Court or State Court, to seek reimbursement from the Litigating Subdivision Cost Fund for eligible costs under Section II.E.2 in pursuit of the claims against Janssen. The Cost and Expense Fund Administrator shall require transparency from all applicants as to any other sources for compensating Attorneys for Litigating Subdivisions for costs incurred. The Cost and Expense Fund Administrator shall be compensated from the Fund.
6. In the event that the total amount of reimbursements from the Litigating Subdivision Cost Fund approved as reasonable by the Cost and Expense Administrator is less than the \$30,000,000.00, any remaining funds shall revert to Janssen.

F. *MDL Expense Fund.*

1. In Payment Year 1 of the Janssen Settlement, Janssen shall pay the following amount into the MDL Expense Fund:

| | |
|------------------|----------------|
| MDL Expense Fund | \$9,615,384.61 |
|------------------|----------------|

2. The MDL Expense Fund shall be released following the Effective Date of this Fee Agreement without any delay to reimburse the MDL Counsel for an agreed-to portion of the expenses incurred, as approved by the Cost and Expense Fund Administrator. The MDL Expense Fund will be paid directly to the MDL Cost Account, set up by MDL Order and will be administered under the ongoing jurisdiction of the MDL Court, as provided below. No funds may be used to compensate the costs incurred by Non-Participating Subdivisions or to compensate any Attorney for costs incurred in representing one or more Non-Participating Subdivisions.
3. In allocating the MDL Expense Fund, the Administrator shall not allocate any funds for costs incurred after July 21, 2021, unless the Administrator determines that there are sufficient funds to cover all subdivision costs incurred prior to July 21, 2021 and that special circumstances exist to justify costs incurred following the public announcement of the Janssen Agreement.

G. *Eligibility.*

1. It is the intention of all parties participating in the Fee Panel process that there should be total transparency to the Fee Panel and to all fund participants. In connection with the process to be developed by the Fee Panel, any and all monies in attorney's fees, including referral fees, expenses paid, promises for payment, or any other Fee Entitlement, to any applicant in any opioid litigation shall be disclosed to the Fee Panel as a condition of participating in the Attorney Fee Fund and prior to an award from the Fee Panel. Any payment, expectation of payment or perceived entitlement to participate in a State Back-Stop Agreement or any other agreement reached with a Settling State or any Subdivision or any other source regarding payment of fees must be disclosed to the Fee Panel. Similarly, any right to payment from any other fund, for example a fund for payment to lawyers representing Settling States or Tribal Nations or Subdivisions shall be disclosed to the Fee Panel. Because it is anticipated that there will be multiple firms listed on contingent fee agreements with Litigating Subdivisions, the Fee Panel shall establish procedures, with input from Attorneys for Participating Litigating Subdivisions, for who should petition for fees from such groups and to whom the fee shall be paid and thereafter distributed to co-counsel in accordance with applicable agreements. For the avoidance of doubt, all Attorneys that are part of such groups must meet the eligibility criteria in paragraph II.G.3, must be subject to the criteria set forth in paragraph II.C.4, and must be disclosed to the Fee Panel.
2. An Attorney may apply for and recover attorneys' fees from the Common Benefit Fund, the Contingency Fee Fund, and the Litigating Subdivision Cost Fund and any fund created by a past or future State Back-Stop Agreement, provided the Attorney satisfies the requirements relevant to each such fund and requirements for disclosure to the Fee Panel.

3. An Attorney may not receive any payment from the Attorney Fee Fund (which includes both the Contingency Fee Fund and the Common Benefit Fund) unless the following eligibility criteria are met and annually certified by the Attorney:
 - a. The Attorney must expressly waive the enforcement against the Litigating Subdivision client of all Fee Entitlements (other than under State Back-Stop Agreements) arising out of or related to any or all Qualifying Representations of any Participating Litigating Subdivision prior to applying for attorneys' fees from the Attorney Fee Fund or costs from the Cost Funds. All applications for attorneys' fees or costs under this Fee Agreement shall include an affirmation by the Attorney of such waiver and notice to the client(s) of such waiver. Such waiver shall not preclude the Attorney from submitting such Fee Entitlements to the Fee Panel as a factor for consideration in allocating payments from the Attorney Fee Fund or in connection with a State Back-Stop Agreement. For the avoidance of doubt, no Attorney may recover fees or costs under this Fee Agreement unless the Attorney expressly agrees not to enforce Fee Entitlements as to each and every Participating Litigating Subdivision represented by that Attorney, but such Attorneys may participate in and receive funds from a State Back-Stop Agreement.
 - b. The Attorney must represent that s/he has no present intent to represent or participate in the representation of any Later Litigating Subdivision or any Releasor with respect to Released Claims against Released Entities.
 - c. The Attorney must represent that s/he has not and will not engage in any advertising or solicitation related to Released Claims against Released Entities where such advertising or solicitation relates to a representation that the Attorney could not undertake consistent with the ethics opinion referenced in paragraph II.I.4.
 - d. The Attorney must represent s/he will not charge or accept any referral fees for any Released Claims brought against Released Entities by Later Litigating Subdivisions. For the avoidance of doubt, this representation shall not prohibit Attorneys from receiving allocated shares of any future common benefit assessments arising out of settlements or judgments with Later Litigating Subdivisions represented by other Attorneys that are the result of the MDL Court's Common Benefit order.
 - e. The Attorney may not have and must represent that s/he does not have a Fee Entitlement related to a Later Litigating Subdivision.

- f. The Attorney must certify that s/he has reviewed the ethics opinion referenced in paragraph II.I.4 and will act in conformity with such opinion.
 - g. The Attorney must fully disclose the participation, or the anticipation of participation, in any agreement with a Settling State or Participating Subdivision concerning fees arising out of or related to the Janssen Agreement, including any fees paid or anticipated to be paid or any State Back-Stop Agreement.
 - h. The Attorney must identify for the Fee Panel whether s/he utilized state litigation work product or MDL work product, including but not limited to ARCOS data, document repositories, experts developed in the MDL, and deposition transcripts. The Attorney must identify whether s/he signed the MDL Participation Agreement, and for which case(s) it was signed.
 - i. Any Attorney who applies for fees from one or both Funds must represent that, having exercised his/her independent judgment, s/he believes the Janssen Agreement to be fair and will make or has made best efforts to recommend the Janssen Agreement to his or her Subdivision clients in Settling States. For avoidance of doubt, each Attorney is expected to exercise his or her independent judgment in the best interest of each client individually before determining whether to recommend joining the settlement. All applications for attorneys' fees or costs under this section shall include an affirmation by the Attorney in compliance with this Subsection.
4. No Attorney receiving fees under this Fee Agreement may apply for or recover from the Attorney Fee Fund fees arising from representing a Non-Settling State or a Non-Participating Subdivision. All applications for attorneys' fees under this Section shall include an affirmation by the Attorney of compliance with this Section.
 5. An Attorney who has filed an application under this section and received an award of attorneys' fees shall provide a certification of compliance with the Sections of this Fee Agreement annually during the years upon which they are still entitled to receive attorneys' fee payments.
 6. If, at any time, the Attorney is unable to make the representations set forth in this Section, such representations become untrue, or the Attorney falsely represents compliance with the eligibility criteria, the Attorney shall cease to be eligible to receive funds from the Attorney Fee Fund until further review by the Fee Panel of the Attorney's eligibility under and compliance with this Section II.

7. If an Attorney has a Fee Entitlement with a Later Litigating Subdivision or otherwise becomes unable to reaffirm compliance with the eligibility criteria set forth above, the Attorney shall notify Janssen and the Fee Panel. For the avoidance of doubt, any Attorney who undertakes any new representation of, or has a Fee Entitlement with, a Later Litigating Subdivision shall be prohibited from receiving any future funds from the Attorney Fee Fund. If an Attorney fails to notify Janssen and the Fee Panel of such Fee Entitlement with a Later Litigating Subdivision, the Attorney shall be required to refund amounts previously paid.
8. In the event that an Attorney is deemed ineligible by the Fee Panel (whether based on its initial application or subsequent recertification), the Fee Panel shall provide notice to the Attorney and give the Attorney 30 days to provide additional information such that the Fee Panel could re-consider the Attorney's eligibility.
9. To the extent that an Attorney has a Fee Entitlement with a Participating Subdivision and is authorized to bring Released Claims against Released Entities, but such authorization is, in scope, less broad than the category of Released Claims set forth in the Janssen Agreement, such Attorney may participate fully in both the Contingency Fee Fund and the Common Benefit Fund, without any reduction imposed by the Fee Panel due to the scope of the authorization, so long as the Participating Subdivision fully releases all Released Claims against Released Entities.
10. Attorneys applying to the Attorney Fee Fund knowingly and expressly agree to be bound by the decisions of the Fee Panel, subject to the limited appeal rights set forth in this Fee Agreement, and waive the ability to assert the lack of enforceability of the allocation reached through the arbitration procedures outlined herein.

H. *Calculation of Amounts Due.*

1. The Fee Panel shall be solely responsible for determining the amount of fees to be paid to each Attorney and each Participating Subdivision that applies under this Section. None of the Released Entities shall have any responsibility, obligation, or liability of any kind whatsoever with respect to how attorneys' fees are calculated under this Section, except that the Fee Panel may receive information from Janssen as to (a) the identity of Participating, Non-Participating, Litigating, Later Litigating, and Non-Litigating Subdivisions; (b) the impact of non-participation by a Litigating Subdivision as is relevant to the Fee Panel's determination in paragraph II.C.4; and (c) such other information as Janssen may voluntarily elect to provide.

2. The Fee Panel shall establish procedures for the arbitration process consistent with this Fee Agreement and orders of the MDL Court. Such procedures may include submission of documentary and/or other evidence, interviews with applicants and/or other counsel (including counsel for Janssen) that the Fee Panel deems appropriate, and/or other means of creating a record upon which fee awards will be based.
3. In making determinations under this Fee Agreement, the Fee Panel must apply the eligibility criteria set forth in Section II.G of this Fee Agreement and the criteria set forth in Section II. In addition, the Fee Panel will give consideration in regard to Common Benefit awards to the *Johnson* factors, as well as the following factors (which factors may be applied and given relative weight in the Fee Panel's discretion):
 - a. The Attorney's contemporaneously recorded time and labor dedicated to Qualifying Representations along with the Attorney's financial commitment to such Qualifying Representations. Claimed "time" will not be automatically accepted by the Fee Panel but will be critically reviewed and given substantially more weight and consideration if such time was subject to the audit process described in any Pretrial Order(s) governing the collection of common benefit time;
 - b. The novelty, time, and complexity of the Qualifying Representations;
 - c. The skill requisite to perform legal services properly and undesirability of the case;
 - d. The preclusion of other employment by the Attorney due to time dedicated to Qualifying Representations;
 - e. The "common benefit," if any, alleged to have been conferred by the Attorney and whether such common benefit work product by that Attorney was used by others in parallel litigations against Released Entities whether within or outside the MDL, provided that any Attorney claiming that s/he substantially benefited cases other than those in which s/he entered an appearance as counsel must substantiate such claims by proffering factual support, such as proper supporting affidavits or other documents as determined by the Fee Panel with input from Attorneys for Participating Litigating Subdivisions;
 - f. Any "common detriment," as set forth in paragraph II.C.4.
 - g. Any contingent fee agreement or other Fee Entitlement with Participating Subdivisions, enforcement of which, except for State Back-Stop Agreements, are waived in conjunction with the application, the nature and extent of any work for those Participating Subdivisions, whether such

Participating Subdivisions actively litigated and, if so, the nature and procedural history of such case(s);

- h. The experience, reputation, and ability of the Attorney;
- i. Whether the Attorney's clients brought Released Claims against Released Entities;
- j. The status of discovery in cases primarily handled by the Attorney;
- k. The nature of any work by the Attorney on "bellwether" cases or cases that were similarly active in litigation;
- l. Any pressure points successfully asserted by the Attorney in cases against Janssen or any risk for Janssen created by the Attorney in cases against them;
- m. Any risk for defendants created by applicants in cases against Janssen;
- n. Successful and unsuccessful motion practice in cases worked on by the Attorney;
- o. The date of filing of any cases filed by the Attorney;
- p. Obtaining consolidation of the litigation in the Attorney's jurisdiction;
- q. The number and population of entities represented by the Attorney and the fees that would have been awarded under extinguished contingent fee arrangements;
- r. Whether the Attorney's clients brought claims against Janssen;
- s. Whether the Attorney has had a leadership role in the litigation, whether in state or federal court;
- t. Whether the Attorney has had a leadership role in any negotiations aimed at resolving the litigation;
- u. Whether the Attorney's cases have survived motions to dismiss;
- v. The extent to which the Attorney contributed to the work product used for the common benefit of opioids litigants, including, without limitation, work on ARCOS data, Prescription Data Monitoring Programs, IQVIA data, depositions, document production and analysis experts, motions, briefs and pleadings, trial preparations, and trials;

- w. The extent to which litigation was done prior to and contributed to completion of settlement negotiations, as distinct from litigation that was done litigating after the announcement of the Janssen Agreement, such latter litigation both being of less value and potentially resulting a common detriment to the settlement process; and
 - x. Any other factors that the Fee Panel finds to be appropriate to consider after input from applicants to the Attorney Fee Fund.
4. The Fee Panel shall develop procedures for receiving a single application, which may be updated or amended based on new information (such as participation by additional Litigating Subdivisions) from each Attorney seeking compensation from the Attorney Fee Fund pursuant to processes and procedures developed by the Fee Panel, which shall not be inconsistent with this Fee Agreement. Any request for attorneys' fees not included on the single application or through the updating/amendment process designed by the Fee Panel shall be deemed waived. For purposes of transparency and to permit the Fee Panel to conduct its work, the application from each Attorney shall, at a minimum, require each Attorney to
- a. Identify all Litigating Subdivisions for which s/he is seeking payment from the Attorney Fee Fund;
 - b. Identify all Subdivisions in both Settling and Non-Settling States (and, where applicable, Tribal Nations) with respect to which s/he has a Fee Entitlement with respect to Relevant Claims against Released Entities, and identify all co-counsel in such cases;
 - c. Identify which of those Subdivisions are Participating Subdivisions and which are not (with similar information for Tribal Nations, where applicable);
 - d. Specify the specific fund or funds within the Attorney Fee Fund from which the Attorney is seeking compensation;
 - e. Demonstrate his or her eligibility for compensation from the relevant sub funds within the Attorney Fee Fund pursuant to the criteria set forth for the relevant sub fund;
 - f. Identify any and all Fee Entitlements from representations of States, Tribal Nations, or other plaintiffs related to Released Claims against Released Entities or in opioids-related matters;
 - g. Notwithstanding "a-f" above, the Panel may consider a supplemental application if the Attorney shows good cause why circumstances exist that will lead to consideration for additional Common Benefit award.

Examples would include, but are not limited to, an Attorney having Non-Participating Litigating Subdivision clients that subsequently become Participating Subdivisions, a Bar Date passes that increases participation or the Participation Tier, or an Allocation Agreement is reached.

5. With respect to the Common Benefit Fund, the Fee Panel shall (subject to any applicable MDL Court Order):
 - a. Review the applications of all Attorneys seeking compensation from the Common Benefit Fund, including determining eligibility for each Attorney as set forth in Section II.G.
 - b. Reduce, on an annual basis, Janssen's payment obligations, as set forth in paragraph II.C.5. The Panel shall inform Janssen and the MDL PEC of all such amounts and adjust Janssen's payment obligations accordingly.
 - c. Using criteria set forth in Sections II.C and II.I, allocate amounts from the Common Benefit Fund to eligible Attorneys, including payment amounts for each Payment Year. In making such allocations (regardless of the Participation Tier achieved), the Panel shall apply the principles set forth in paragraph II.C.4 and shall allocate any reduction in the payments of Janssen specified in paragraph II.C.5 to the amounts paid to Attorneys with a Fee Entitlement to Litigating Subdivisions that are not Participating Subdivisions.
6. With respect to the Contingency Fee Fund, the Fee Panel shall:
 - a. Review the applications of all Attorneys seeking compensation from the Litigating Subdivision Fee Fund, including determining eligibility for each Attorney as set forth in Section II.G.
 - b. Apply the Mathematical Model in Exhibit A.
 - c. Use such allocations to reduce payments, on an annual basis, the payment obligations of Janssen to the Attorney Fee Fund as set forth in paragraph II.D.4, and distributions therefrom, and inform Janssen and the MDL PEC of all such adjustments.
7. To the extent that there is a dispute about the calculations of the Fee Panel related to the amounts that Janssen is required to pay (including application of any reductions or offsets under this Fee Agreement), such disputes shall be presented to the Fee Panel and any disputed funds be paid into/held in escrow. The Fee Panel shall resolve such disputes expeditiously, with either Party having the right to seek review from the MDL Court.

8. For purposes of determination of fee or cost awards, allocations, reductions, and possible reversions under this Fee Agreement, unless specified otherwise a Subdivision will be considered a Non-Participating Subdivision if it is not a Participating Subdivision as of the deadline for the application for the fee or cost award at issue (or, if the determination does not involve a specific application, the date on which the record for such determination closes).
9. In the event that the Fee Panel, through the use of the Mathematical Model set forth in Exhibit A, allocates funds from the Contingency Fee Fund for an Attorney based on a Qualifying Representation of a Participating Litigating Subdivision or allocates cost to such Participating Litigating Subdivision and that Subdivision is in a Settling State in which the Consent Judgment has not been approved, such funds shall be placed into escrow until the Consent Judgment is approved, after which time they shall be released.

I. *Miscellaneous.*

1. The costs associated with the Fee Panel prior to the Effective Date of the Attorney Fee Agreement shall be funded by Janssen. The Fee Panel shall charge an hourly rate that previously has been approved by a federal or state court and shall provide a budget and a cap for such work prior to the Effective Date, which shall be approved by Janssen and such approval shall not be unreasonably withheld. Janssen shall receive a refund for any such payment of pre-Effective Date costs from interest that accrues on the monies in the Attorney Fee Fund (including interest that accrues during such time as the Attorney Fee Fund monies are in escrow prior to the Effective Date of the Janssen Agreement), up to the amount of such costs. Post-Effective Date, the cost of the Fee Panel shall be charged against the applicable Fee Fund based on allocation by the Fee Panel and shall not be otherwise funded by Janssen. The costs associated with the Cost and Expense Fund Administrator shall be paid from funds in the MDL Expense Fund and the Litigating Subdivision Cost Fund and shall not be otherwise funded by Janssen.
2. The MDL PEC will seek, and the Attorneys General for Settling States and Janssen will not oppose, a Common Benefit Fee Order requiring an assessment of 7.5% on the gross recovery (by judgment or settlement) of any Non-Participating Subdivision that is subject to the federal court jurisdiction, represented by a MDL PEC firm, represented by any Attorney receiving fees from the Common Benefit Fund, represented by any Attorney that signed a Participation Agreement or paid in a case otherwise under the jurisdiction of the MDL Court.
3. The MDL PEC shall provide to Janssen information they have that identifies Attorneys who represent Litigating Subdivisions who are not Participating Subdivisions and who have an obligation to pay a common benefit assessment, either due to the MDL Court's orders or having signed a Participation Agreement.

4. The MDL PEC shall retain ethics counsel of its choice to provide an opinion that addresses the compliance of its ethical obligations, as it relates to the Janssen Agreement. Such opinion shall address the issue of the potential conflict of interest for an Attorney that had represented a Participating Subdivision also representing a Later Litigating Subdivision as defined in the Janssen Agreement. This Subsection shall be enforceable to the extent permitted by the equivalent to Rules 1.16 and 5.6 of the ABA Model Rules of Professional Conduct in the relevant jurisdictions. The opinion shall be provided to Janssen as soon as it is completed and, in any event, prior to July 31, 2021 and shall be disseminated to counsel eligible to apply to the Attorney Fee Fund within 30 days of the announcement of the Janssen Agreement. The MDL PEC represents that it will comply with this opinion until the Reference Date and thereafter if the Janssen Agreement proceeds.
5. Participating Subdivisions agree to instruct their counsel to treat information, work product and expert materials as secret under Rule 1.6 of the ABA Model Rules of Professional Conduct. Accordingly, an Attorney shall not share information or work product with, or experts or materials to, non-participants (other than the Attorney's own current clients or their lawyers, consultants, experts or other representatives or agents). However, nothing herein shall prevent MDL Leadership or PEC Counsel from fulfilling their obligations in any MDL and the MDL Court Order.

III. Miscellaneous

A. *Termination.* If the Janssen Agreement does not proceed past the Reference Date, whether because Janssen does not determine to proceed or for any other reason, this Fee Agreement shall be null and void, Janssen shall have no obligation to make any payments under this Fee Agreement, and Janssen and the PEC shall take such steps as are necessary to restore the *status quo ante*.

B. *MDL Court Consideration.* This Fee Agreement shall be attached as an exhibit to the Janssen Agreement. This Fee Agreement shall also be submitted by Janssen and the MDL PEC to the MDL Court for approval pursuant to the motion and order that shall be attached, prior to the Preliminary Agreement Date of the Janssen Agreement, as Exhibit B.

1. In the event that the MDL Court, through an order, makes any change to the amounts potentially to be paid by Janssen under this Fee Agreement, makes any change to the Fee Panel's consideration of the factors set forth in paragraph II.C.4, or any other material change to the draft Order attached as part of Exhibit B or the terms of this Fee Agreement, Janssen and the MDL PEC shall meet and confer concerning such changes.
2. If Janssen and the MDL PEC are unable to reach agreement and revisions to this Fee Agreement in the event discussed in paragraph III.B.1, this Fee

Agreement shall be null and void, Janssen shall have no obligation to make any payments under this Fee Agreement, and Janssen and the MDL PEC shall take such steps as are necessary to restore the *status quo ante*.

C. *Amendment.* Once the MDL Court has entered an order implementing this Fee Agreement, this Fee Agreement can only be amended by (1) written agreement of Janssen and the MDL PEC and (2) approval by the MDL Court.

D. *Jurisdiction and Enforcement.* The MDL Court shall have exclusive and ongoing jurisdiction over the enforcement and implementation of this Fee Agreement as set forth herein. The MDL PEC shall be the Authorized Party to enforce this Fee Agreement, as to the payment obligations of Janssen as set forth in this section, and as to Attorneys making application to the Funds under this Fee Agreement. Solely for purposes of assessing or allocating common benefit fees, the MDL Court will continue to have jurisdiction over the work product developed in the MDL Court by and under the direction of the MDL PEC with respect to claims against Janssen, including data and documents, depositions, expert reports, briefs and pleadings; and the MDL Court's protective orders, management orders, and other decisions regarding such discovery and other work product, including but not limited to, conditions on its use, will continue in full force and effect. Nothing in this paragraph authorizes the MDL Court to act contrary to this Agreement or to share any of the work product, or provides the MDL Court with jurisdiction over the Janssen Agreement.

EXHIBIT S

Agreement on the State Cost Fund Administration

1. **Creation of a State Cost Fund.** Janssen and the Settling States agree to the creation of a state cost fund to pay litigation costs and expenses associated with litigation and investigation related to the opioid litigation (hereinafter the “State Cost Fund”). This agreement is a material part of the Settlement Agreement. The State Cost Fund shall be administered separately from the Common Benefit Fund, the Contingency Fee Fund, the State Counsel Fee Fund, Subdivision Costs Fund, and the MDL Expense Fund. No funds may be released from the State Cost Fund to Non-Settling States.

2. **State Cost Fund Amount.** In Payment 1 of the Settlement, Janssen shall pay into the State Cost Fund \$13,461,539 (the “State Cost Fund Amount”). Janssen’s State Cost Fund payment shall be a component of its Global Settlement Attorney Fee Amount payable to the Attorney Fee Fund, for Payment 1.

3. **State Cost Fund Committee.** A committee of Attorneys General from Settling States or their designated representatives (hereinafter the “State Cost Fund Committee”) shall oversee the State Cost Fund. The committee shall initially consist of the following states: (a) Delaware; (b) Florida; (c) Georgia; (d) New York; (e) North Carolina; (f) Ohio; (g) Tennessee; and (h) Texas. The Settling State Attorneys General may by majority vote add or change the composition of the State Cost Fund Committee, including replacing any above State, if that State is not a Settling State.

4. **State Cost Fund Administrator.** The State Cost Fund Committee shall select an administrator (the “State Cost Fund Administrator”). The State Cost Fund Administrator may be different from the Settlement Administrator under the Settlement Agreement. The State Cost Fund Administrator shall be responsible for administering the State Cost Fund and making payments to Settling States.

5. **State Cost Fund Guidelines.** Monies in the State Cost Fund shall be released without any delay to reimburse Settling States for documented opioid litigation and investigation costs incurred or paid. In allocating the State Cost Fund, no funds shall be allocated for costs incurred after July 21, 2021. The State Cost Fund Committee shall establish guidelines for the submission and approval of expenses eligible for reimbursement from the State Cost Fund. The State Cost Fund Administrator shall, in accordance with such guidelines, receive from Settling States records sufficient to demonstrate the incurrence and/or payment of each expense attributable to investigation or litigation related to the opioid litigation, including any outstanding National Association of Attorneys General grant.

6. **State Cost Fund Payment Priorities and Residual.** To the extent that that the aggregate eligible submissions of costs and expenses from Settling States exceed the State Cost Fund Amount, payments to Settling States shall be paid in the following order until the State

Cost Fund is exhausted. If the State Cost Fund is unable to fully pay costs at any of the following levels, then Settling States with costs at that level shall be paid on a proportional basis. All expenses with a lesser priority from the level where the State Cost Fund is exhausted will not be reimbursed from the State Cost Fund. Costs shall be paid in the following order: (a) the reasonable costs of the State Cost Fund Administrator, if any; (b) repayment of the National Association of Attorneys General grants connected to opioid litigation; (c) costs incurred or paid by outside counsel for a Settling State litigating against Janssen apart from any fee owed; (d) litigation-related costs attributable to the Janssen case incurred or paid by a Settling State litigating against Janssen; (e) pre-suit investigation-related costs attributable to a Janssen investigation incurred or paid by either a Settling State outside counsel (not including any amount of fees or any costs which have already been reimbursed pursuant to clause (c), above) or a Settling State investigating Janssen; (f) costs incurred or paid by a Settling State or outside counsel litigating against another opioid defendant other than a cost share entered into by a Settling State, which costs have not yet been paid under a preceding clause of this paragraph; (g) the amounts paid by a Settling State as part of cost share related to the filing of a proof of claim in the Purdue Pharma, L.P. bankruptcy; and (h) the amounts paid by a Settling State as part of any other cost share, including, but not limited to the cost share entered into by the Non-Consenting States in the Purdue Pharma, L.P. bankruptcy. If the State Cost Fund has additional monies after payment of the State Cost Fund Administrator's and all Settling States' submitted costs, then the remaining funds will be provided to the National Association of Attorneys General to be placed in the Financial Services Fund for the purpose of funding grants for consumer protection or healthcare-related enforcement or training activities. In determining what costs are attributable to Janssen, the State Fund Committee shall develop a guideline that ensures that all Settling States are treated equitably.

EXHIBIT T
Severity Factors

| State | Severity Factor |
|----------------------|-----------------|
| Alabama | 108.5243% |
| Alaska | 107.8614% |
| American Samoa | 102.7639% |
| Arizona | 107.7129% |
| Arkansas | 103.2818% |
| California | 82.8688% |
| Colorado | 95.2263% |
| Connecticut | 121.0971% |
| Delaware | 155.5946% |
| District of Columbia | 88.3270% |
| Florida | 107.9604% |
| Georgia | 86.6675% |
| Guam | 96.8019% |
| Hawaii | 77.1051% |
| Idaho | 93.0570% |
| Illinois | 86.6318% |
| Indiana | 108.6768% |
| Iowa | 78.2056% |
| Kansas | 89.6374% |
| Kentucky | 150.0126% |
| Louisiana | 105.2878% |
| Maine | 132.7534% |
| Maryland | 115.2160% |
| Massachusetts | 110.3001% |
| Michigan | 112.4239% |
| Minnesota | 75.9148% |
| Mississippi | 96.7243% |
| Missouri | 107.8496% |
| Montana | 99.7815% |
| N. Mariana Islands | 100.2421% |
| Nebraska | 71.9045% |
| Nevada | 130.5519% |
| New Hampshire | 144.4997% |
| New Jersey | 102.3701% |
| New Mexico | 128.9295% |
| New York | 91.4472% |

| | |
|----------------|-----------|
| North Carolina | 102.2754% |
| North Dakota | 76.0864% |
| Ohio | 123.0063% |
| Oklahoma | 129.3047% |
| Oregon | 108.9094% |
| Pennsylvania | 118.2821% |
| Puerto Rico | 73.9803% |
| Rhode Island | 143.8802% |
| South Carolina | 99.6801% |
| South Dakota | 76.4482% |
| Tennessee | 129.9078% |
| Texas | 71.6286% |
| Utah | 119.5878% |
| Vermont | 140.2239% |
| Virgin Islands | 100.4396% |
| Virginia | 88.1611% |
| Washington | 100.5007% |
| Wisconsin | 99.6616% |
| Wyoming | 100.9659% |

EXHIBIT U

Agreement on the State Outside Counsel Fee Fund

1. **Creation of a State Outside Counsel Fee Fund.** Janssen and the Settling States agree to the creation of a state outside counsel fee fund to pay reasonable attorney's fees of Settling States with outside counsel in connection with litigation against Janssen (the "State Outside Counsel Fee Fund"). This agreement is a material part of the Settlement Agreement. All terms utilized in this Agreement shall have the same meaning as in the Settlement Agreement unless otherwise indicated.
2. **State Outside Counsel Fee Fund Administration.** The State Outside Counsel Fee Fund shall be administered separately from the Common Benefit Fund, the Contingency Fee Fund, the State Cost Fund, and the MDL Expense Fund. A committee of Attorneys General shall oversee the State Outside Counsel Fee Fund ("Fee Fund Committee"). The Fee Fund Committee shall initially consist of the following: (a) Arkansas; (b) Florida; (c) New Jersey; and (d) Puerto Rico. The Fee Fund Committee shall select a settlement fund administrator (who may or may not be different from the Settlement Administrator under the Distributor Agreement) (the "Fee Fund Administrator") who shall administer the State Outside Counsel Fee Fund according to the guidelines and directives of the Fee Fund Committee.
3. **State Outside Counsel Fee Eligibility.** To participate in the State Outside Counsel Fee Fund, an outside counsel for a Settling State must have filed and be maintaining an action in the name of a Settling State or its attorney general against Janssen in a state or federal court as of June 1, 2021. No Settling State can draw attorney's fees from both the State Outside Counsel Fee Fund and the similarly sized fund to reimburse Settling State's without outside counsel.
4. **State Outside Counsel Fee Fund Amount.** Janssen shall pay funds in the State Outside Counsel Fee Fund according to the schedule set forth below, as part of its annual Global Settlement Attorney Fee Amount payable to the Attorney Fee Fund, subject to the adjustments described below:

| | |
|----------------|-----------------|
| Payment Year 1 | \$32,391,518.74 |
| Payment Year 2 | \$30,769,230.77 |
| Payment Year 3 | \$ 4,146,942.80 |
5. **State Outside Counsel Fee Fund Availability and Calculation of Amount.**
 - a. The State Outside Counsel Fee Fund shall be available to compensate private counsel for State Attorneys General for approved fees arising out of representation of the State pursuant to the schedule developed by the Fee Fund Committee and provided to Janssen.

- b. Fees shall be calculated by adding two components: (a) a fixed amount consisting of fifty (50%) of the amount allocated to a State utilizing the allocation percentage in the Settlement Agreement multiplied times 4.5%; and (b) a proportional percentage of the remaining fee due under that Settling State's contract assuming that fifty (50%) of the State's recovery is allocable to a Settling State (versus allocable to the Settling State's Subdivisions) so that the fees of all Settling States (minus the base amount that would have been due to any of Non-Settling States) exhausts the State Outside Counsel Fee Fund. The proportional share percentage will be the same for each Settling State included in the State Outside Counsel Fee Fund. All amounts paid will be less any costs or fees of the Fee Fund Administrator.

6. Payment by the Fee Fund Administrator.

- a. If a Settling State and a Settling State's outside counsel agree that the amount calculated in paragraph 5 above satisfies in full amounts owed to all Settling State outside counsel, then upon written notice of that agreement and counsel waiving in writing any entitlement to any additional fee, the Fee Fund Administrator shall pay that Settling State's outside counsel pursuant to the calculation and any schedule created by the Fee Fund Committee.
- b. If a Settling State's outside counsel does not agree that the amount calculated in Paragraph 5 above satisfies in full amounts owed by the Settling State, then the Settling State's share shall be placed in an interest bearing escrow account (less reasonable expenses of the Fee Fund Administrator) and held unless and until the Settling State and its outside counsel agree in a signed writing to a resolution of the amount outstanding or there is a final judgment entered that is no longer appealable.
- c. Upon being provided a signed, written agreement or the final non-appealable judgment, the Fee Fund Administrator shall release monies from the State Outside Counsel Fee Fund in either the amount held by the Fee Fund Administrator, if the amount of the agreement or judgment is equal to or more than the amount held, or the amount indicated in the agreement or in the final judgment, if the amount in the agreement or judgment is less than the amount held.
- d. Nothing herein, including the amounts listed in paragraph 5 above, shall prevent a Settling State from arguing in any proceeding with its outside counsel that (a) its recovery was less than fifty (50%) percent of the recovery in the Settlement Agreement down to and including fifteen (15%) percent of the total recovery; (b) any payment should be discounted by an appropriate discount rate commensurate to the risk of the Settlement Agreement and the timeline that the Settling State is receiving its payments; (c) the settlement amount should be lower because a Settling State's amounts were reduced because a Settling State's outside counsel failed to obtain joinder from a Settling State's Subdivision(s) who(m) the outside counsel also represented;

or (d) any limitation placed by Janssen bars payment of a higher fee to outside counsel.

- e. In the event the amount due to the Settling State's outside counsel from an escrow account is less than the total amount of funds escrowed on the account of the Settling State, the balance shall be paid to the Settling State. In no event, other than a State not being a Settling State, shall funds revert to Janssen.
- f. Amounts owed by Janssen to the State Outside Counsel Fee Fund shall be reduced and/or credited to Janssen by the amount specified in paragraph 7, below, for any Non-Settling outside counsel States.

7. Reversion or Reduction of Amounts owed to Non-Settling States. Amounts owed by Janssen to the State Outside Counsel Fee Fund shall be reduced on account of Non-Settling States as follows:

- a. If the State of Washington does not become a Participating State and eleven (11) of the other outside counsel States in the table below become Participating States, then the amount Janssen owes under paragraph 4 will be reduced by the State of Washington's Fixed Amount in the table below.
- b. If ten (10) outside counsel States in the table below become Participating States, then the amount Janssen owes under paragraph 4 will be reduced by the allocated Fixed Amount in the table below for each Non-Settling State.
- c. If nine (9) or fewer of the outside counsel States in the table below become Participating States, then the amount Janssen owes under paragraph 4 will be reduced by each Non-Settling State's allocated Fixed Amount plus half the difference between the Non-Settling State's full share of the "Fee Amount if all OC States Join" and the Fixed Amount for each Non-Settling State.

| | JJ Allocation % | JJ Payment Amount | State Share | Contract Rate | Full Contract Amount | Fixed Amount | Fee Amount if all OC States Join |
|---------------|-----------------|-------------------|------------------|---------------|----------------------|-----------------------|----------------------------------|
| Arkansas | 0.9663486633% | \$44,048,604.48 | \$22,024,302.24 | TIPAC | \$4,452,430.22 | \$991,093.60 | \$3,608,210.22 |
| Florida | 7.0259134409% | \$318,598,151.79 | \$159,299,075.89 | TIPAC | \$11,464,953.79 | \$7,168,458.42 | \$10,417,038.57 |
| Idaho | 0.5254331620% | \$24,023,889.47 | \$12,011,944.74 | 10% | \$1,201,194.47 | \$540,537.51 | \$1,040,060.24 |
| Kentucky | 2.0929730531% | \$95,444,090.08 | \$47,722,045.04 | TIPAC | \$4,636,102.25 | \$2,147,492.03 | \$4,029,130.22 |
| Mississippi | 0.8898883053% | \$40,549,243.09 | \$20,274,621.55 | TIPAC | \$4,277,462.16 | \$912,357.97 | \$3,456,713.24 |
| Nevada | 1.2486754235% | \$56,896,524.63 | \$28,448,262.31 | 19% | \$5,405,169.84 | \$1,280,171.80 | \$4,399,082.82 |
| New Hampshire | 0.6258752503% | \$28,620,454.86 | \$14,310,277.43 | 27% | \$3,863,761.41 | \$643,960.23 | \$3,078,451.90 |
| New Jersey | 2.7551354545% | \$124,934,796.18 | \$62,467,398.09 | 33% | \$20,614,241.37 | \$2,811,032.91 | \$16,272,038.83 |
| New Mexico | 0.8557238713% | \$39,104,404.67 | \$19,552,202.33 | 24 | \$4,692,528.56 | \$879,849.11 | \$3,762,616.04 |
| Ohio | 4.3567051408% | \$197,559,821.57 | \$98,779,910.78 | TIPAC | \$8,438,995.54 | \$4,445,095.99 | \$7,464,883.44 |
| Puerto Rico | 0.7263201134% | \$33,083,484.37 | \$16,541,742.19 | 25% | \$4,135,435.55 | \$744,378.40 | \$3,308,356.71 |
| South Dakota | 0.2169945907% | \$9,948,315.49 | \$4,974,157.75 | 12% | \$596,898.93 | \$233,837.10 | \$505,909.15 |
| Washington | 2.3189040182% | \$105,153,378.36 | \$52,576,689.18 | 13.5% | \$7,097,853.04 | \$2,365,951.01 | \$5,943,742.14 |

8. In the event that the Fee Fund Administrator has received from Janssen part or all of the amount that Janssen is entitled to offset under paragraph 7 above, the Fee Fund Administrator shall return to Janssen the amount so received.

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

1. Introduction

Pursuant to the Distributor Settlement Agreement, dated as of July 21, 2021, and any revision thereto (the “Distributor Settlement Agreement”), including Section V and Exhibit O, the State of California proposes this agreement (the “CA Distributor Allocation Agreement”) to govern the allocation, distribution, and use of Settlement Fund payments made to California pursuant to Sections IV and V of the Distributor Settlement Agreement.¹ For the avoidance of doubt, this agreement does not apply to payments made pursuant to Sections IX or X of the Distributor Settlement Agreement.

Pursuant to Exhibit O, Paragraph 4, of the Distributor Settlement Agreement, acceptance of this CA Distributor 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 Distributor Settlement Agreement.
- b) *Janssen Settlement Agreement* means the Janssen Settlement Agreement dated July 21, 2021, and any revision thereto.
- c) *Litigating Special District* means a school district, fire protection district, health authority, health plan, or other special district that has filed a lawsuit against an Opioid Defendant. 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, and LA Care Health Plan.
- d) *Plaintiff Subdivision* means a Subdivision located in California, other than a 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.

¹ A parallel but separate agreement (the “CA Janssen Allocation Agreement”) will govern the allocation, distribution, and use of settlement fund payments under the Janssen Settlement Agreement. An eligible Subdivision may elect to participate in either the Distributor Settlement or the Janssen Settlement, or in both.

- e) *Opioid Defendant* means any defendant (including but not limited to 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 Distributor Settlement Agreement, as well as applicable law, and the Distributor Settlement Agreement governs over any inconsistent provision of this CA Distributor Allocation Agreement. Terms used in this CA Distributor Allocation Agreement have the same meaning as in the Distributor Settlement Agreement unless otherwise defined herein.

Pursuant to Section V(D)(1) of the Distributor Settlement Agreement, (a) all Settlement Fund payments will be used for Opioid Remediation, except as allowed by Section V(B)(2) of the Distributor 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 Distributor 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 Distributor 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

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.

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, 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 Distributor 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 Distributor 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 Distributor Settlement Agreement and this CA Distributor 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 Distributor 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 Distributor 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 Distributor Settlement Agreement and this CA Distributor 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 Distributor Settlement Agreement and this CA Distributor Allocation Agreement.
- b) If DHCS determines that a CA Participating Subdivision's use of CA Abatement Accounts Funds is inconsistent with the Distributor Settlement Agreement or this CA Distributor 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 Distributor Settlement Agreement or this CA Distributor 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 Distributor Settlement Agreement and this CA Distributor 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 Distributor Settlement Agreement and, if applicable, the Janssen 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(R), of the Distributor 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 Distributor Settlement, and if applicable, the Janssen 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 Distributor Settlement Agreement and, if applicable, the Janssen 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 Distributor Settlement Agreement and this CA Distributor 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 Distributor Settlement Agreement and this CA Distributor 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 Distributor Settlement Agreement, such information must also be reported to the Settlement Fund Administrator and the Distributors.
- 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 Distributor 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 Distributor Settlement Agreement, this CA Distributor 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 Distributor 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 Distributor Settlement Agreement, this agreement shall be governed by and interpreted in accordance with the laws of California.

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—Distributor 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.

APPENDIX 1

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

APPENDIX 1

| Participating Subdivision Classification | Participating Subdivision | County | Abatement Percentage | Plaintiff Subdivision Percentage | Weighted Allocation 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 | <i>Del Norte County</i> | Del Norte | 0.114% | 0.140% | 0.1189608% |
| County | <i>El Dorado County</i> | El Dorado | 0.768% | 0.939% | 0.7980034% |
| City | Placerville | El Dorado | 0.015% | | 0.0127642% |
| City | South Lake Tahoe | El Dorado | 0.081% | | 0.0665456% |
| County | <i>Fresno County</i> | Fresno | 1.895% | 2.318% | 1.9693410% |
| City | Clovis | Fresno | 0.065% | | 0.0536211% |
| City | Coalinga | Fresno | 0.012% | | 0.0098554% |
| City | Fresno | Fresno | 0.397% | | 0.3270605% |
| City | Kerman | Fresno | 0.005% | | 0.0042534% |
| City | Kingsburg | Fresno | 0.008% | | 0.0066167% |
| City | Mendota | Fresno | 0.002% | | 0.0019387% |
| City | Orange Cove | Fresno | 0.004% | | 0.0035607% |
| City | Parlier | Fresno | 0.008% | | 0.0069755% |
| City | Reedley | Fresno | 0.012% | | 0.0098804% |
| City | Sanger | Fresno | 0.018% | | 0.0146135% |
| City | Selma | Fresno | 0.015% | | 0.0127537% |
| County | <i>Glenn County</i> | Glenn | 0.107% | 0.131% | 0.1116978% |
| County | <i>Humboldt County</i> | Humboldt | 1.030% | 1.260% | 1.0703185% |

APPENDIX 1

| Participating Subdivision Classification | Participating Subdivision | County | Abatement Percentage | Plaintiff Subdivision Percentage | Weighted Allocation 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% |

APPENDIX 1

| 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% |

APPENDIX 1

| 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% |

APPENDIX 1

| Participating Subdivision Classification | Participating Subdivision | County | Abatement Percentage | Plaintiff Subdivision Percentage | Weighted Allocation 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% |

APPENDIX 1

| Participating Subdivision Classification | Participating Subdivision | County | Abatement Percentage | Plaintiff Subdivision Percentage | Weighted Allocation Percentage |
|--|-------------------------------|----------|----------------------|----------------------------------|--------------------------------|
| County | <i>Merced County</i> | Merced | 0.551% | 0.674% | 0.5724262% |
| City | Atwater | Merced | 0.024% | | 0.0195846% |
| City | Livingston | Merced | 0.006% | | 0.0045873% |
| City | Los Banos | Merced | 0.020% | | 0.0165142% |
| City | Merced | Merced | 0.061% | | 0.0500762% |
| County | <i>Modoc County</i> | Modoc | 0.065% | 0.080% | 0.0678250% |
| County | <i>Mono County</i> | Mono | 0.023% | 0.029% | 0.0242606% |
| County | <i>Monterey County</i> | Monterey | 0.908% | 1.111% | 0.9437083% |
| City | Greenfield | Monterey | 0.006% | | 0.0050552% |
| City | King City | Monterey | 0.005% | | 0.0037355% |
| City | Marina | Monterey | 0.017% | | 0.0144098% |
| City | Monterey | Monterey | 0.041% | | 0.0336540% |
| City | Pacific Grove | Monterey | 0.009% | | 0.0074842% |
| City | Salinas | Monterey | 0.094% | | 0.0776576% |
| City | Seaside | Monterey | 0.023% | | 0.0191772% |
| City | Soledad | Monterey | 0.007% | | 0.0060870% |
| County | <i>Napa County</i> | Napa | 0.288% | 0.352% | 0.2994325% |
| City | American Canyon | Napa | 0.017% | | 0.0136869% |
| City | Napa | Napa | 0.078% | | 0.0642783% |
| County | <i>Nevada County</i> | Nevada | 0.441% | 0.539% | 0.4579827% |
| City | Grass Valley | Nevada | 0.024% | | 0.0197805% |
| City | Truckee | Nevada | 0.003% | | 0.0023843% |
| County | <i>Orange County</i> | 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% |

APPENDIX 1

| Participating Subdivision Classification | Participating Subdivision | County | Abatement Percentage | Plaintiff Subdivision Percentage | Weighted Allocation 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% |

APPENDIX 1

| Participating Subdivision Classification | Participating Subdivision | County | Abatement Percentage | Plaintiff Subdivision Percentage | Weighted Allocation Percentage |
|--|---------------------------------|------------|----------------------|----------------------------------|--------------------------------|
| City | Roseville | Placer | 0.196% | | 0.1616559% |
| County | <i>Plumas County</i> | Plumas | 0.205% | 0.251% | 0.2128729% |
| County | <i>Riverside County</i> | 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 | <i>Sacramento County</i> | Sacramento | 3.797% | 4.645% | 3.9465887% |

APPENDIX 1

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

APPENDIX 1

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

APPENDIX 1

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

APPENDIX 1

| Participating Subdivision Classification | Participating Subdivision | County | Abatement Percentage | Plaintiff Subdivision Percentage | Weighted Allocation 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 | <i>Santa Cruz County</i> | Santa Cruz | 0.783% | 0.957% | 0.8135396% |
| City | Capitola | Santa Cruz | 0.020% | | 0.0168191% |
| City | Santa Cruz | Santa Cruz | 0.143% | | 0.1180348% |
| City | Scotts Valley | Santa Cruz | 0.015% | | 0.0126525% |
| City | Watsonville | Santa Cruz | 0.063% | | 0.0520136% |
| County | <i>Shasta County</i> | Shasta | 1.095% | 1.339% | 1.1380191% |
| City | Anderson | Shasta | 0.024% | | 0.0198896% |
| City | Redding | Shasta | 0.284% | | 0.2334841% |
| City | Shasta Lake | Shasta | 0.004% | | 0.0031993% |
| County | <i>Siskiyou County</i> | Siskiyou | 0.228% | 0.279% | 0.2373393% |
| County | <i>Solano County</i> | Solano | 0.760% | | 0.6260795% |
| City | Benicia | Solano | 0.031% | | 0.0253903% |
| City | Dixon | Solano | 0.016% | | 0.0130849% |
| City | Fairfield | Solano | 0.109% | | 0.0897317% |
| City | Suisun City | Solano | 0.021% | | 0.0176183% |
| City | Vacaville | Solano | 0.119% | | 0.0976497% |
| City | Vallejo | Solano | 0.167% | | 0.1373644% |
| County | <i>Sonoma County</i> | Sonoma | 1.218% | 1.490% | 1.2661290% |
| City | Healdsburg | Sonoma | 0.032% | | 0.0266929% |
| City | Petaluma | Sonoma | 0.081% | | 0.0667507% |

APPENDIX 1

| Participating Subdivision Classification | Participating Subdivision | County | Abatement Percentage | Plaintiff Subdivision Percentage | Weighted Allocation 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% |

APPENDIX 1

| Participating Subdivision Classification | Participating Subdivision | County | Abatement Percentage | Plaintiff Subdivision Percentage | Weighted Allcation Percentage |
|--|----------------------------|---------|----------------------|----------------------------------|-------------------------------|
| City | Oxnard | Ventura | 0.156% | 0.190% | 0.1617338% |
| City | Port Hueneme | Ventura | 0.021% | | 0.0174145% |
| City | San Buenaventura (Ventura) | Ventura | 0.085% | | 0.0702181% |
| City | Santa Paula | Ventura | 0.014% | | 0.0119072% |
| City | Simi Valley | Ventura | 0.065% | | 0.0533043% |
| City | Thousand Oaks | Ventura | 0.022% | | 0.0179902% |
| County | <i>Yolo County</i> | Yolo | 0.357% | 0.437% | 0.3713319% |
| City | Davis | Yolo | 0.055% | | 0.0451747% |
| City | West Sacramento | Yolo | 0.066% | | 0.0544321% |
| City | Woodland | Yolo | 0.058% | | 0.0477904% |
| County | <i>Yuba County</i> | Yuba | 0.214% | 0.262% | 0.2225679% |
| City | Marysville | Yuba | 0.014% | | 0.0112079% |

APPENDIX 2

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 paid or incurred (i) prior to July 21, 2021 in litigation against any Opioid Defendant and/or (ii) in negotiating and drafting this CA Distributor Allocation Agreement. 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 Distributor Settlement Agreement or Section XI and Exhibit R of the Janssen 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 a National Opioid Settlement with Distributors, Johnson & Johnson, and others.
- 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 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.
- 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 Distributor Agreement.
- vii. A member of the Plaintiff Subdivision Committee, which is a CA Participating Subdivision, will submit to the Settlement Fund Administrator and the Distributors a

report of the fees and expenses incurred by the Special Master pursuant to Section V.B.2 of the Distributor 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 Distributor Settlement Agreement and the Janssen 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 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.

- 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.

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 Distributors Settlement and their counsel.

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

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

Pursuant to this Backstop Agreement, [SUBDIVISION] may, subject to the limitations of the Distributor Settlement Agreement and CA Distributor Allocation Agreement, as well as any other limitations imposed by law, use funds that it receives from the Distributor 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 Distributors Settlement.

[COUNSEL] certify that they first sought fees and costs from the Attorney Fee Fund created under the Distributor 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 Distributor Settlement Agreement requires such agreements to be between "a Settling State" and private counsel for a participating subdivision. Neither the California Attorney General nor the State of California have any obligations under this Backstop Agreement, and this Backstop Agreement does not require the payment of any state funds to [SUBDIVISION], [COUNSEL], or any other party.

[DATE]

[SUBDIVISION SIGNATURE BLOCK]

[DATE]

[COUNSEL SIGNATURE BLOCK]

[DATE]

[ATTORNEY GENERAL SIGNATURE BLOCK]

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

1. Introduction

Pursuant to the Janssen Settlement Agreement, dated as of July 21, 2021, and any revision thereto (the “Janssen Settlement Agreement”), including Section VI and Exhibit O, the State of California proposes this agreement (the “CA Janssen Allocation Agreement”) to govern the allocation, distribution, and use of Settlement Fund payments made to California pursuant to Sections V and VI of the Janssen Settlement Agreement.¹ For the avoidance of doubt, this agreement does not apply to payments made pursuant to Sections X or XI of the Janssen Settlement Agreement.

Pursuant to Exhibit O, Paragraph 4, of the Janssen Settlement Agreement, acceptance of this CA Janssen 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 Janssen Settlement Agreement.
- b) *Distributor Settlement Agreement* means the Distributor Settlement Agreement dated July 21, 2021, and any revision thereto.
- c) *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, and LA Care Health Plan.
- d) *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.
- e) *Opioid Defendant* means any defendant (including but not limited to Johnson & Johnson, Janssen Pharmaceuticals, Inc., Purdue Pharma L.P., Cardinal Health, Inc.,

¹ A parallel but separate agreement (the “CA Distributor Allocation Agreement”) will govern the allocation, distribution, and use of settlement fund payments under the Distributor Settlement Agreement. An eligible Subdivision may elect to participate in either the Distributor Settlement or the Janssen Settlement, or in both.

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 Janssen Settlement Agreement, as well as applicable law, and the Janssen Settlement Agreement governs over any inconsistent provision of this CA Janssen Allocation Agreement. Terms used in this CA Janssen Allocation Agreement have the same meaning as in the Janssen Settlement Agreement unless otherwise defined herein.

Pursuant to Section VI(D)(1) of the Janssen Settlement Agreement, (a) all Settlement Fund payments will be used for Opioid Remediation, except as allowed by Section VI(B)(2) of the Janssen 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 Janssen 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 Janssen 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

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.

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 Janssen 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 Janssen 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 Janssen Settlement Agreement and this CA Janssen 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 Janssen 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 Janssen 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 Janssen Settlement Agreement and this CA Janssen 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 Janssen Settlement Agreement and this CA Janssen Allocation Agreement.
- b) If DHCS determines that a CA Participating Subdivision's use of CA Abatement Accounts Funds is inconsistent with the Janssen Settlement Agreement or this CA Janssen 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 Janssen Settlement Agreement or this CA Janssen 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 Janssen Settlement Agreement and this CA Janssen 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 Janssen Settlement Agreement and, if applicable, the Distributor 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(R), of the Janssen 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 Janssen Settlement, and if applicable, the Distributor 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 Janssen Settlement Agreement and, if applicable, the Distributor 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 Janssen Settlement Agreement and this CA Janssen 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 Janssen Settlement Agreement and this CA Janssen Allocation Agreement. Among other things, Plaintiff Subdivisions using monies from the CA Subdivision Fund for purposes that do not qualify as Opioid Remediation must identify and include in their annual report, the amount and how such funds were used, including if used to pay attorneys' fees, investigation costs, or litigation costs. Pursuant to Section VI(B)(2) of the Janssen Settlement Agreement, such information must also be reported to the Settlement Fund Administrator and Janssen.
- 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 Janssen 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 Janssen Settlement Agreement, this CA Janssen 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 Janssen 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 Janssen Settlement Agreement, this agreement shall be governed by and interpreted in accordance with the laws of California.

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—Janssen 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.

APPENDIX 1

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

APPENDIX 1

| Participating Subdivision Classification | Participating Subdivision | County | Abatement Percentage | Plaintiff Subdivision Percentage | Weighted Allocation 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 | <i>Del Norte County</i> | Del Norte | 0.114% | 0.140% | 0.1189608% |
| County | <i>El Dorado County</i> | El Dorado | 0.768% | 0.939% | 0.7980034% |
| City | Placerville | El Dorado | 0.015% | | 0.0127642% |
| City | South Lake Tahoe | El Dorado | 0.081% | | 0.0665456% |
| County | <i>Fresno County</i> | Fresno | 1.895% | 2.318% | 1.9693410% |
| City | Clovis | Fresno | 0.065% | | 0.0536211% |
| City | Coalinga | Fresno | 0.012% | | 0.0098554% |
| City | Fresno | Fresno | 0.397% | | 0.3270605% |
| City | Kerman | Fresno | 0.005% | | 0.0042534% |
| City | Kingsburg | Fresno | 0.008% | | 0.0066167% |
| City | Mendota | Fresno | 0.002% | | 0.0019387% |
| City | Orange Cove | Fresno | 0.004% | | 0.0035607% |
| City | Parlier | Fresno | 0.008% | | 0.0069755% |
| City | Reedley | Fresno | 0.012% | | 0.0098804% |
| City | Sanger | Fresno | 0.018% | | 0.0146135% |
| City | Selma | Fresno | 0.015% | | 0.0127537% |
| County | <i>Glenn County</i> | Glenn | 0.107% | 0.131% | 0.1116978% |
| County | <i>Humboldt County</i> | Humboldt | 1.030% | 1.260% | 1.0703185% |

APPENDIX 1

| Participating Subdivision Classification | Participating Subdivision | County | Abatement Percentage | Plaintiff Subdivision Percentage | Weighted Allocation 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% |

APPENDIX 1

| 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% |

APPENDIX 1

| Participating Subdivision Classification | Participating Subdivision | County | Abatement Percentage | Plaintiff Subdivision Percentage | Weighted Allocation 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% |

APPENDIX 1

| Participating Subdivision Classification | Participating Subdivision | County | Abatement Percentage | Plaintiff Subdivision Percentage | Weighted Allocation 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% |

APPENDIX 1

| Participating Subdivision Classification | Participating Subdivision | County | Abatement Percentage | Plaintiff Subdivision Percentage | Weighted Allocation Percentage |
|--|-------------------------------|----------|----------------------|----------------------------------|--------------------------------|
| County | <i>Merced County</i> | Merced | 0.551% | 0.674% | 0.5724262% |
| City | Atwater | Merced | 0.024% | | 0.0195846% |
| City | Livingston | Merced | 0.006% | | 0.0045873% |
| City | Los Banos | Merced | 0.020% | | 0.0165142% |
| City | Merced | Merced | 0.061% | | 0.0500762% |
| County | <i>Modoc County</i> | Modoc | 0.065% | 0.080% | 0.0678250% |
| County | <i>Mono County</i> | Mono | 0.023% | 0.029% | 0.0242606% |
| County | <i>Monterey County</i> | Monterey | 0.908% | 1.111% | 0.9437083% |
| City | Greenfield | Monterey | 0.006% | | 0.0050552% |
| City | King City | Monterey | 0.005% | | 0.0037355% |
| City | Marina | Monterey | 0.017% | | 0.0144098% |
| City | Monterey | Monterey | 0.041% | | 0.0336540% |
| City | Pacific Grove | Monterey | 0.009% | | 0.0074842% |
| City | Salinas | Monterey | 0.094% | | 0.0776576% |
| City | Seaside | Monterey | 0.023% | | 0.0191772% |
| City | Soledad | Monterey | 0.007% | | 0.0060870% |
| County | <i>Napa County</i> | Napa | 0.288% | 0.352% | 0.2994325% |
| City | American Canyon | Napa | 0.017% | | 0.0136869% |
| City | Napa | Napa | 0.078% | | 0.0642783% |
| County | <i>Nevada County</i> | Nevada | 0.441% | 0.539% | 0.4579827% |
| City | Grass Valley | Nevada | 0.024% | | 0.0197805% |
| City | Truckee | Nevada | 0.003% | | 0.0023843% |
| County | <i>Orange County</i> | 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% |

APPENDIX 1

| 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% |

APPENDIX 1

| Participating Subdivision Classification | Participating Subdivision | County | Abatement Percentage | Plaintiff Subdivision Percentage | Weighted Allocation Percentage |
|--|---------------------------------|------------|----------------------|----------------------------------|--------------------------------|
| City | Roseville | Placer | 0.196% | | 0.1616559% |
| County | <i>Plumas County</i> | Plumas | 0.205% | 0.251% | 0.2128729% |
| County | <i>Riverside County</i> | 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 | <i>Sacramento County</i> | Sacramento | 3.797% | 4.645% | 3.9465887% |

APPENDIX 1

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

APPENDIX 1

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

APPENDIX 1

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

APPENDIX 1

| Participating Subdivision Classification | Participating Subdivision | County | Abatement Percentage | Plaintiff Subdivision Percentage | Weighted Allocation 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 | <i>Santa Cruz County</i> | Santa Cruz | 0.783% | 0.957% | 0.8135396% |
| City | Capitola | Santa Cruz | 0.020% | | 0.0168191% |
| City | Santa Cruz | Santa Cruz | 0.143% | | 0.1180348% |
| City | Scotts Valley | Santa Cruz | 0.015% | | 0.0126525% |
| City | Watsonville | Santa Cruz | 0.063% | | 0.0520136% |
| County | <i>Shasta County</i> | Shasta | 1.095% | 1.339% | 1.1380191% |
| City | Anderson | Shasta | 0.024% | | 0.0198896% |
| City | Redding | Shasta | 0.284% | | 0.2334841% |
| City | Shasta Lake | Shasta | 0.004% | | 0.0031993% |
| County | <i>Siskiyou County</i> | Siskiyou | 0.228% | 0.279% | 0.2373393% |
| County | <i>Solano County</i> | Solano | 0.760% | | 0.6260795% |
| City | Benicia | Solano | 0.031% | | 0.0253903% |
| City | Dixon | Solano | 0.016% | | 0.0130849% |
| City | Fairfield | Solano | 0.109% | | 0.0897317% |
| City | Suisun City | Solano | 0.021% | | 0.0176183% |
| City | Vacaville | Solano | 0.119% | | 0.0976497% |
| City | Vallejo | Solano | 0.167% | | 0.1373644% |
| County | <i>Sonoma County</i> | Sonoma | 1.218% | 1.490% | 1.2661290% |
| City | Healdsburg | Sonoma | 0.032% | | 0.0266929% |
| City | Petaluma | Sonoma | 0.081% | | 0.0667507% |

APPENDIX 1

| Participating Subdivision Classification | Participating Subdivision | County | Abatement Percentage | Plaintiff Subdivision Percentage | Weighted Allocation 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% |

APPENDIX 1

| Participating Subdivision Classification | Participating Subdivision | County | Abatement Percentage | Plaintiff Subdivision Percentage | Weighted Allcation Percentage |
|--|----------------------------|---------|----------------------|----------------------------------|-------------------------------|
| City | Oxnard | Ventura | 0.156% | 0.190% | 0.1617338% |
| City | Port Hueneme | Ventura | 0.021% | | 0.0174145% |
| City | San Buenaventura (Ventura) | Ventura | 0.085% | | 0.0702181% |
| City | Santa Paula | Ventura | 0.014% | | 0.0119072% |
| City | Simi Valley | Ventura | 0.065% | | 0.0533043% |
| City | Thousand Oaks | Ventura | 0.022% | | 0.0179902% |
| County | <i>Yolo County</i> | Yolo | 0.357% | 0.437% | 0.3713319% |
| City | Davis | Yolo | 0.055% | | 0.0451747% |
| City | West Sacramento | Yolo | 0.066% | | 0.0544321% |
| City | Woodland | Yolo | 0.058% | | 0.0477904% |
| County | <i>Yuba County</i> | Yuba | 0.214% | 0.262% | 0.2225679% |
| City | Marysville | Yuba | 0.014% | | 0.0112079% |

APPENDIX 2

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 paid or incurred (i) prior to July 21, 2021 in litigation against any Opioid Defendant and/or (ii) in negotiating and drafting this CA Janssen Allocation Agreement. 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 Distributor Settlement Agreement or Section XI and Exhibit R of the Janssen 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 a National Opioid Settlement with Distributors, Johnson & Johnson, and others.
- 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 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.
- 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 VI.B.2 of the Janssen Agreement.
- vii. A member of the Plaintiff Subdivision Committee, which is a CA Participating Subdivision, will submit to the Settlement Fund Administrator and Janssen a report

of the fees and expenses incurred by the Special Master pursuant to Section VI.B.2 of the Janssen 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 Distributor Settlement Agreement and the Janssen 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 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.

- 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.

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 Janssen 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 Janssen Settlement Agreement.

Pursuant to this Backstop Agreement, [SUBDIVISION] may, subject to the limitations of the Janssen Settlement Agreement and CA Janssen Allocation Agreement, as well as any other limitations imposed by law, use funds that it receives from the Janssen 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 Distributors Settlement.

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



Agenda Report

21-1679

Agenda Date: 12/7/2021

REPORT TO COUNCIL

SUBJECT

Action to Waive Second Reading and Adopt Ordinance No. 2035 to add Chapter 8.26, Entitled Edible Food Recovery, to Implement Edible Food Recovery Programs and Require Certain Businesses to Arrange for the Donation of Edible Food That Would Otherwise Go to Waste

COUNCIL PILLAR

Promote Sustainability and Environmental Protection

BACKGROUND

At the November 16, 2021 Council meeting, proposed Ordinance No. 2035 was introduced and passed for the purpose of publication. Pursuant to City Charter Sections 808 and 812, proposed Ordinance No. 2035 was published on December 1, 2021, and copies were posted in three public places. The Ordinance now comes to Council for final adoption.

DISCUSSION

The proposed ordinance would implement Senate Bill 1383, the Short-Lived Climate Pollutant Reduction Act of 2016 by establishing requirements for commercial edible food generators and food recovery organizations and services and authorizing inspections and investigations to confirm compliance with those requirements; and providing enforcement mechanisms for violations of the same.

The proposed ordinance was developed through coordination between the Santa Clara County Recycling and Waste Reduction Commission, the Santa Clara County Departments of Environmental Health, Recycling and Waste Reduction, Social Services, and various other stakeholders. Every jurisdiction in the county will adopt the ordinance to better facilitate operations and compliance among businesses and food recovery organizations.

ENVIRONMENTAL REVIEW

The action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15378(b)(2) in that it is a governmental organizational or administrative activity that will not result in direct or indirect changes in the environment.

FISCAL IMPACT

There was no fiscal impact associated with the development of this report. As discussed above, each jurisdiction will be responsible for the commercial edible food generator inspection and enforcement component of the program. An inspection and enforcement plan has not yet been developed, but the cost will likely need to be incorporated into future solid waste rate increases.

COORDINATION

This report was coordinated with the City Attorney's Office, and City Clerk's Office.

PUBLIC CONTACT

A summary of proposed Ordinance No. 2035 was published to the Santa Clara Weekly on December 1, 2021, and copies were posted in three public places and made available for public inspection at the City Clerk's Office.

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <<mailto:clerk@santaclaraca.gov>>.

RECOMMENDATION

Waive Second Reading and Adopt Ordinance No. 2035 to add Chapter 8.26, entitled Edible Food Recovery, to Implement Edible Food Recovery Programs and Require Certain Businesses to Arrange for the Donation of Edible Food That Would Otherwise Go to Waste.

Reviewed by: Caio Arellano, Assistant City Attorney

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Ordinance No. 2035 (Introduction)

ORDINANCE NO. 2035

AN ORDINANCE OF THE CITY OF SANTA CLARA, CALIFORNIA, TO ADD CHAPTER 8.26, ENTITLED “EDIBLE FOOD RECOVERY”, TO TITLE 8 HEALTH AND SAFETY OF THE CODE OF THE CITY OF SANTA CLARA, CALIFORNIA TO IMPLEMENT EDIBLE FOOD RECOVERY PROGRAMS AND REQUIRE CERTAIN BUSINESSES TO ARRANGE FOR THE DONATION OF EDIBLE FOOD THAT WOULD OTHERWISE GO TO WASTE

BE IT ORDAINED BY THE CITY OF SANTA CLARA AS FOLLOWS:

WHEREAS, pursuant to Senate Bill 1383, the Short-Lived Climate Pollutant Reduction Act of 2016, the California Department of Resources Recycling and Recovery (CalRecycle) developed regulations to reduce landfill disposal of organics as a strategy for meeting methane emission reduction goals. The regulations place new requirements on cities, counties, residential households, businesses, waste haulers, and food recovery organizations to support achievement of statewide organic waste disposal reduction targets;

WHEREAS, CalRecycle’s regulations direct cities and counties to develop edible food recovery programs and require certain businesses to arrange for the donation of edible food that would otherwise go to waste. In addition to targeting methane emissions, these programs will help address food insecurity in California; and,

WHEREAS, pursuant to 14 CCR Section 18981.2, jurisdictions may delegate certain responsibilities for implementing, monitoring, and enforcing their edible food recovery programs to public or private entities.

NOW THEREFORE, BE IT FURTHER ORDAINED BY THE CITY OF SANTA CLARA AS FOLLOWS:

//

SECTION 1: That new Chapter 8.26 entitled “Edible Food Recovery”) is added to Title 8 Health and Safety of The Code of the City of Santa Clara, California to read as follows:

“Chapter 8.26

EDIBLE FOOD RECOVERY

8.26.010 Definitions.

(a) Reserved for future use.

(b) Reserved for future use.

(c) “C” definitions:

(1) “City” means the City of Santa Clara.

(d) “D” definitions:

(1) “Department” means any department of the City, the County of Santa Clara, or any other public agency, designated by the City to enforce or administer this Chapter, as authorized in 14 CCR Section 18981.2.

(2) “Designee” means any private entity that the City contracts with or otherwise arranges to carry out any responsibilities of this Chapter, as authorized in 14 CCR Section 18981.2.

(e) “E” definitions:

(1) “Edible Food” means food intended for human consumption, or as otherwise defined in 14 CCR Section 18982(a)(18). For the purposes of this Chapter, “Edible Food” is not solid waste if it is recovered and not discarded. Nothing in this Chapter requires or authorizes the recovery of edible food that does not meet the food safety requirements of the California Retail Food Code.

(f) “F” definitions:

(1) “Food Distributor” means a company that distributes food to entities including, but not limited to, Supermarkets and Grocery Stores, or as otherwise defined in 14 CCR Section 18982(a)(22).

(2) “Food Facility” has the same meaning as in Section 113789 of the Health and Safety Code.

(3) “Food Recovery” means actions to collect and distribute food for human consumption which otherwise would be disposed, or as otherwise defined in 14 CCR Section 18982(a)(24).

(4) “Food Recovery Organization” means an entity that engages in the collection or receipt of Edible Food from commercial edible food generators and distributes that edible food to the public for food recovery either directly or through other entities. “Food Recovery Organization” includes, but is not limited to:

(A) A food bank as defined in Section 113783 of the Health and Safety Code;

(B) A nonprofit charitable organization as defined in Section 113841 of the Health and Safety code; and,

(C) A nonprofit charitable temporary food facility as defined in Section 113842 of the Health and Safety Code.

A Food Recovery Organization is not a commercial edible food generator for the purposes of this Chapter pursuant to 14 CCR Section 18982(a)(7).

If the definition in 14 CCR Section 18982(a)(25) for Food Recovery Organization differs from this definition, the definition in 14 CCR Section 18982(a)(25) shall apply to this Chapter.

(5) "Food Recovery Service" means a person or entity that collects and transports Edible Food from a commercial edible food generator to a Food Recovery Organization or other entities for Food Recovery, or as otherwise defined in 14 CCR Section 18982(a)(26). A Food Recovery Service is not a Commercial Edible Food Generator.

(6) "Food Service Provider" means an entity primarily engaged in providing food services to institutional, governmental, commercial, or industrial locations of others based on contractual arrangements with these types of organizations, or as otherwise defined in 14 CCR Section 18982(a)(27).

(g) "G" definitions:

(1) "Grocery Store" means a store primarily engaged in the retail sale of canned food; dry goods; fresh fruits and vegetables; fresh meats, fish, and poultry; and any area that is not separately owned within the store where the food is prepared and served, including a bakery, deli, and meat and seafood departments, or as otherwise defined in 14 CCR Section 18982(a)(30).

(h) "H" definitions:

(1) "Health Facility" has the same meaning as in Section 1250 of the Health and Safety Code.

(2) "Hotel" has the same meaning as in Section 17210 of the Business and Professions code.

(i) "I" definitions.

//

//

(1) “Inspection” means a Department or Designee’s electronic or onsite review of records, containers, and an entity’s collection, handling, recycling, or landfill disposal of organic waste or Edible Food handling to determine if the entity is complying with requirements set forth in this Chapter, or as otherwise defined in 14 CCR Section 18982(a)(35).

(j) Reserved for future use.

(k) Reserved for future use.

(l) “L” definitions.

(1) “Large Event” means an event, including, but not limited to, a sporting event or a flea market, that charges an admission price, or is operated by a local agency, and serves an average of more than 2,000 individuals per day of operation of the event, at a location that includes, but is not limited to, a public, nonprofit, or privately owned park, parking lot, golf course, street system, or other open space when being used for an event. If the definition in 14 CCR Section 18982(a)(38) differs from this definition, the definition in 14 CCR Section 18982(a)(38) shall apply to this Chapter.

(2) “Large Venue” means a permanent venue facility that annually seats or serves an average of more than 2,000 individuals within the grounds of the facility per day of operation of the venue facility. A venue facility includes, but is not limited to, a public, non-profit, or privately owned or operated stadium, amphitheater, arena, hall, amusement park, conference or civic center, zoo, aquarium, airport, racetrack, horse track, performing arts center, fairground, museum, theater, or other public attraction facility. A site under common ownership or control that includes more than one Large Venue that is contiguous with other Large Venues in the site, is a single Large Venue. If the definition in 14 CCR

Section 18982(a)(39) differs from this definition, the definition in 14 CCR Section 18982(a)(39) shall apply to this Chapter.

(3) “Local Education Agency” means a school district, charter school, or county office of education that is not subject to the control of city or county regulations related to solid waste, or as otherwise defined in 14 CCR Section 18982(a)(40).

(m) Reserved for future use.

(n) “N” definitions.

(1) “Non-Local Entity” means an entity that is an organic waste generator but is not subject to the control of a jurisdiction’s regulations related to solid waste. These entities may include, but are not limited to, special districts, federal facilities, prisons, facilities operated by the state parks system, public universities, including community colleges, county fairgrounds, and state agencies.

(o) Reserved for future use.

(p) Reserved for future use.

(q) Reserved for future use.

(r) “R” definitions.

(1) “Restaurant” means an establishment primarily engaged in the retail sale of food and drinks for on-premises or immediate consumption, or as otherwise defined in 14 CCR Section 18982(a)(64).

(s) “S” definitions.

(1) “Share Table” has the same meaning as in Section 114079 of the Health and Safety Code.

//

(2) "Supermarket" means a full-line, self-service retail store with gross annual sales of two million dollars (\$2,000,000), or more, and which sells a line of dry grocery, canned goods, or nonfood items and some perishable items, or as otherwise defined in 14 CCR Section 18982(a)(71).

(t) "T" definitions.

(1) "Tier One Commercial Edible Food Generator" means the following:

(A) Supermarkets, as defined above.

(B) Grocery Stores, as defined above, with a total facility size equal to or greater than 10,000 square feet.

(C) Food Service Providers, as defined above.

(D) Food Distributors, as defined above.

(E) Wholesale Food Vendors, as defined below.

If the definition in 14 CCR Section 18982(a)(73) of Tier One Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(73) shall apply to this Chapter.

For the purposes of this Chapter, Food Recovery Organizations and Food Recovery Services are not commercial edible food generators.

(2) "Tier Two Commercial Edible Food Generator" means the following:

(A) Restaurants, as defined above, with 250 or more seats or a total facility size equal to or greater than 5,000 square feet.

(B) Hotels, as defined above, with an on-site Food Facility and 200 or more rooms.

//

(C) Health facilities, as defined above, with an on-site Food Facility and 100 or more beds.

(D) Large Venues, as defined above.

(E) Large Events, as defined above.

(F) State agencies with a cafeteria with 250 or more seats or total cafeteria facility size equal to or greater than 5,000 square feet.

(G) Local Education Agency facilities, as defined above, with on-site Food Facilities, as defined above.

If the definition in 14 CCR Section 18982(a)(74) of Tier Two Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(74) shall apply to this Chapter. Non-local entities that operate a facility that meets this definition are Tier Two Commercial Edible Food Generators.

For the purposes of this Chapter, food recovery organizations and food recovery services are not commercial edible food generators.

(u) Reserved for future use.

(v) Reserved for future use

(w) "W" definitions.

(1) "Wholesale Food Vendor" means a business or establishment engaged in the merchant wholesale distribution of food, where food (including fruits and vegetables) is received, shipped, stored, prepared for distribution to a retailer, warehouse, distributor, or other destination, or as otherwise defined in 14 CCR Section 189852(a)(76).

(x) Reserved for future use.

(y) Reserved for future use.

- (z) Reserved for future use.

8.26.020 Requirements for commercial edible food generators.

(a) Tier One Commercial Edible Food Generators must comply with the requirements of this Section commencing January 1, 2022, and Tier Two Commercial Edible Food Generators must comply commencing January 1, 2024, pursuant to 14 CCR Section 18991.3.

(b) Large Venue or Large Event operators not providing food services, but allowing for food to be provided by others, shall require Food Facilities operating at the Large Venue or Large Event to comply with the requirements of this Section, commencing January 1, 2024.

(c) Tier One and Tier Two Commercial Edible Food Generators shall comply with the following requirements:

(1) Arrange to recover the maximum amount of Edible Food that would otherwise be disposed.

(2) Contract with, or enter into a written agreement with Food Recovery Organizations or Food Recovery Services for: (i) the collection of Edible Food for Food Recovery; or, (ii) acceptance of the Edible Food that the Commercial Edible Food Generator self-hauls to the Food Recovery Organization for Food Recovery.

(3) Shall not intentionally spoil Edible Food that is capable of being recovered by a Food Recovery Organization or a Food Recovery Service.

(4) Allow the Department or Designee to access the premises, conduct Inspections, and review electronic and hard copy records pursuant to 14 CCR Section 18991.4.

(5) Keep records that include the following information, or as otherwise specified in 14 CCR Section 18991.4:

(A) A list of each Food Recovery Service or Organization that collects or receives its Edible Food pursuant to a contract or written agreement established under 14 CCR Section 18991.3(b).

(B) A copy of all contracts or written agreements established under 14 CCR Section 18991.3(b).

(C) A record of the following information for each of those Food Recovery Services or Food Recovery Organizations:

(i) The name, address and contact information of the Food Recovery Service or Food Recovery Organization.

(ii) The types of food that will be collected by or self-hauled to the Food Recovery Service or Food Recovery Organization.

(iii) The established frequency that food will be collected or self-hauled.

(iv) The quantity of food, measured in pounds recovered per month, collected or self-hauled to a Food Recovery Service or Food Recovery Organization for Food Recovery.

(d) Tier One Commercial Edible Food Generators shall submit Food Recovery Reports, as defined below, to the Department or Designee according to the following schedule:

//

//

(1) On or before August 1, 2022, Tier One Commercial Edible Food Generators shall submit a Food Recovery Report for the period of January 1, 2022 through June 30, 2022.

(2) On or before May 1, 2023, and on or before May 1st each year thereafter, Tier One Commercial Edible Food Generators shall submit a Food Recovery Report for the period covering the entire previous calendar year.

(e) Tier Two Commercial Edible Food Generators shall submit Food Recovery Reports, as defined below, to the Department or Designee according to the following schedule:

(1) On or before May 1, 2025, and on or before May 1st each year thereafter, Tier Two Commercial Edible Food Generators shall submit a Food Recovery Report for the period covering the entire previous calendar year.

(f) Food Recovery Reports submitted by Tier One and Tier Two Commercial Edible Food Generators shall include the following information:

(1) The name and address of the Commercial Edible Food Generator;

(2) The name of the person responsible for the Commercial Edible Food Generator's edible food recovery program;

(3) A list of all contracted Food Recovery Services or Food Recovery Organizations that collect Edible Food from the Commercial Edible Food Generator;

(4) The total number of pounds of Edible Food, per year, donated through a contracted Food Recovery Organization or Food Recovery Service.

//

//

(g) Nothing in this Chapter shall be construed to limit or conflict with the protections provided by the California Good Samaritan Food Donation Act of 2017, the Federal Good Samaritan Act, or share table and school food donation guidance issued by the California Department of Education pursuant to Senate Bill 557 (2017).

8.26.030 Requirements for food recovery organizations and services.

(a) Food Recovery Services collecting, receiving, or coordinating the collection of Edible Food directly from Tier One or Tier Two Commercial Edible Food Generators, via a contract or written agreement established under 14 CCR Section 18991.3(b), shall maintain the following records, or as otherwise specified by 14 CCR Section 18991.5(a)(1):

(1) The name, address, and contact information for each Commercial Edible Food Generator from which the Service collects Edible Food.

(2) The quantity in pounds of Edible Food collected from each Commercial Edible Food Generator per month.

(3) The quantity in pounds of Edible Food transported to each Food Recovery Organization per month.

(4) The name, address, and contact information for each Food Recovery Organization that the Food Recovery Service transports Edible Food to for Food Recovery.

(b) Food Recovery Organizations collecting, receiving, or coordinating the collection of Edible Food directly from Tier One or Tier Two Commercial Edible Food Generators, via a contract or written agreement established under 14 CCR Section 18991.3(b), shall maintain the following records, or as otherwise specified by 14 CCR Section 18991.5(a)(2):

//

(1) The name, address, and contact information for each Commercial Edible Food Generator from which the Organization receives Edible Food.

(2) The quantity in pounds of Edible Food received from each Commercial Edible Food Generator per month.

(3) The name, address, and contact information for each Food Recovery Service that the organization receives Edible Food from for Food Recovery.

(c) Food Recovery Organizations and Food Recovery Services that have their primary address physically located in the City and contract with or have written agreements with one or more Tier One or Tier Two Commercial Edible Food Generators pursuant to 14 CCR Section 18991.3(b) shall submit Food Recovery Reports, as defined below, to the Department or Designee according to the following schedule:

(1) On or before August 1, 2022, Food Recovery Organizations and Food Recovery Services shall submit a Food Recovery Report for the period of January 1, 2022 through June 30, 2022;

(2) On or before May 1, 2023, and on or before May 1st each year thereafter, Food Recovery Organizations and Food Recovery Services shall submit a Food Recovery Report for the period covering the entire previous calendar year.

(d) Food Recovery reports submitted by Food Recovery Services or Organizations shall include the following information:

(1) Total pounds of Edible Food recovered in the previous calendar year from Tier One and Tier Two Edible Food Generators with whom the reporting entity has a contract or written agreement pursuant to 14 CCR Section 18991.3(b).

//

(2) Total pounds of Edible Food recovered in the previous calendar year from Tier One and Tier Two Edible Food Generators within Santa Clara County with whom the reporting entity has a contract or written agreement pursuant to 14 CCR Section 18991.3(b).

(e) In order to support Edible Food Recovery capacity planning assessments or other studies conducted by the County of Santa Clara, the City, or their Designees, Food Recovery Services and Food Recovery Organizations operating in the City shall provide information and consultation to the City, Designee, or Department, upon request, regarding existing, or proposed new or expanded, Food Recovery capacity that could be accessed by the City and its Tier One and Tier Two Commercial Edible Food Generators. A Food Recovery Service or Food Recovery Organization contacted by the City, the Department, or Designee shall respond to such request for information within 60 days, unless a shorter timeframe is specified.

8.26.040 Edible food recovery inspections and investigations by department or designee.

(a) The Department and/or Designee are authorized to conduct Inspections and investigations, at random or otherwise, of any collection container, collection vehicle loads, or transfer, processing, or disposal facility for materials collected from generators to confirm compliance with this Chapter by Tier One and Tier Two Commercial Edible Food Generators, Food Recovery Services, and Food Recovery Organizations, subject to applicable laws. This Section does not allow the Department or Designee to enter the interior of a private residential property for Inspection.

//

(b) Regulated entities shall provide or arrange for access during all Inspections (with the exception of residential property interiors) and shall cooperate with the Department's or Designee's employees during such Inspections and investigations. Such Inspections and investigations may include in-person or electronic review of Edible Food Recovery activities, records, or any other requirement of this Chapter described herein. Failure to provide or arrange for access to an entity's premises or access to records for any Inspection or investigation is a violation of this Chapter and may result in penalties described.

(c) Any records obtained by the Department or Designee during its Inspections, and other reviews shall be subject to the requirements and applicable disclosure exemptions of the Public Records Act as set forth in Government Code Section 6250 et seq.

(d) Representatives of the Department and/or Designee are authorized to conduct any Inspections, or other investigations as reasonably necessary to further the goals of this Chapter, subject to applicable laws.

(e) Department shall receive written complaints, including anonymous complaints, regarding entities that may be in violation of this Chapter. Complaints shall include the name and contact information of the complainant, if the complainant is not anonymous; the identity of the alleged violator, if known; a description of the alleged violation including location(s) and all other relevant facts known to the complainant; any relevant photographic or documentary evidence to support the allegations in the complaint; and the identity of any witnesses, if known.

8.26.050 Enforcement.

(a) Administrative Penalty. Violation of any provision of this Chapter shall constitute grounds for issuance of a Notice of Violation and assessment of an administrative penalty by the Department. Absent compliance by the respondent within the deadline set forth in the Notice of Violation, the Department shall commence an action to impose penalties, via an administrative citation and penalty.

(b) Notice of Violation. Before assessing an administrative penalty, the Department shall issue a Notice of Violation requiring compliance within sixty days of issuance of the Notice. The Notice shall include: (1) the name(s) of each person or entity to whom it is directed, (2) a factual description of the violations, including the regulatory section(s) being violated, (3) a compliance date by which the respondent is to take specified action(s), and (4) the penalty for not complying before the specified deadline.

(c) Extensions to Compliance Deadlines. The Department may extend the compliance deadlines set forth in a Notice of Violation if it finds that there are extenuating circumstances beyond the control of the respondent that make compliance within the deadlines impracticable, including the following:

(1) Acts of God such as earthquakes, wildfires, flooding, and other emergencies or natural disasters;

(2) Delays in obtaining discretionary permits or other government agency approvals;

(3) Deficiencies in Edible Food Recovery capacity and the existence of a corrective action plan imposed by CalRecycle pursuant to 14 CCR Section 18996.2 due to those deficiencies; or,

//

(4) Any other circumstance in which the Department Director, in their sole discretion, finds good cause to extend the compliance deadlines.

(d) Administrative Citations. If the respondent fails to correct the violation by the compliance date, the Department shall issue an administrative citation and penalty. The citation shall include a description of the administrative citation appeal process, including the designated hearing officer, the time within which the administrative citation may be contested, and instructions for requesting a hearing.

(e) Amount of Penalty. The amount of the administrative penalty for each violation of this Chapter shall be as set forth in the schedule of administrative penalties established by resolution of the City Council.

(f) Factors Considered in Determining Penalty Amount. The following factors shall be used to determine the amount of the penalty for each violation within the appropriate penalty range:

- (1) The nature, circumstances, and severity of the violation(s).
- (2) The violator's ability to pay.
- (3) The willfulness of the violator's misconduct.
- (4) Whether the violator took measures to avoid or mitigate violations of this Chapter.
- (5) Evidence of any economic benefit resulting from the violation(s).
- (6) The deterrent effect of the penalty on the violator.
- (7) Whether the violation(s) were due to conditions outside the control of the violator.

//

(g) Appeals. Persons receiving an administrative citation for an uncorrected violation may request a hearing to appeal the citation. The City will designate a hearing officer who shall conduct the hearing and issue a final written order. The hearing officer may be a City official or another public agency designated by the City. The hearing officer shall be identified in the administrative citation. A hearing will be held only if it is requested within fifteen days from the date of the notice of the administrative citation.

(h) Other Remedies. Other remedies allowed by law may be used to enforce this Chapter, including civil action or criminal prosecution as misdemeanor or infraction. The Department and/or City may pursue civil actions in the California courts to seek recovery of unpaid administrative citations. The Department and/or City may choose to delay court action until such time as court action is a reasonable use of staff and resources.

(i) Education Period for Non-Compliance. Beginning January 1, 2022, and through December 31, 2023, the Department and/or Designee will conduct Inspections and compliance reviews. If the Department and/or Designee determines that a Tier One Commercial Edible Food Generator, Food Recovery Organization, Food Recovery Service, or other entity is not in compliance, it shall provide educational materials to the entity describing its obligations under this Chapter and a notice that compliance is required. It shall also provide notice that violations may be subject to administrative civil penalties starting on January 1, 2024.”

//

//

//

//

SECTION 2: Environmental Review.

The action being considered does not constitute a “project” within the meaning of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15378(b)(2) in that it is a governmental organizational or administrative activity that will not result in direct or indirect changes in the environment.

SECTION 3: Ordinances Repealed. With exception of the provisions protected by the savings clause, all ordinances (or parts of ordinances) in conflict with or inconsistent with this ordinance are hereby repealed.

SECTION 4: Savings clause. The changes provided for in this ordinance shall not affect any offense or act committed or done or any penalty or forfeiture incurred or any right established or accruing before the effective date of this ordinance; nor shall it affect any prosecution, suit or proceeding pending or any judgment rendered prior to the effective date of this ordinance. All fee schedules shall remain in force until superseded by the fee schedules adopted by the City Council.

//

//

//

//

//

//

//

//

//

SECTION 5: Effective date. This ordinance shall take effect thirty (30) days after its final adoption; however, prior to its final adoption it shall be published in accordance with the requirements of Section 808 and 812 of "The Charter of the City of Santa Clara, California."

PASSED FOR THE PURPOSE OF PUBLICATION this 16th day of November 2021, by the following vote:

AYES: COUNCILORS: Becker, Chahal, Hardy, Jain, Park, and Watanabe,
and Mayor Gillmor

NOES: COUNCILORS: None

ABSENT: COUNCILORS: None

ABSTAINED: COUNCILORS: None

ATTEST:



NORA PIMENTEL, MMC
ASSISTANT CITY CLERK
CITY OF SANTA CLARA

Attachments incorporated by reference: None



Agenda Report

21-1680

Agenda Date: 12/7/2021

REPORT TO COUNCIL

SUBJECT

Action to Waive Second Reading and Adopt Ordinance No. 2036 Amending Chapter 12.35 "Trees and Shrubs" of Title 12 Streets, Sidewalks and Public Places of the Code of the City of Santa Clara to Incorporate New Best Practices and Regulations to Preserve the Urban Forest

COUNCIL PILLARS

Deliver and Enhance High Quality Efficient Services and Infrastructure, and Promote Sustainability and Environmental Protection

BACKGROUND

At the November 16, 2021 Council meeting, proposed Ordinance No. 2036 was introduced and passed for the purpose of publication. Pursuant to City Charter Sections 808 and 812, proposed Ordinance No. 2036 was published on December 1, 2021, and copies were posted in three public places. The Ordinance now comes to Council for final adoption.

DISCUSSION

The Department of Public Works led a collaboration with staff from the Parks & Recreation Department, Community Development Department, City Attorney's Office and City Manager's Office to modernize the existing ordinance to better protect existing trees and require planting of new trees to preserve the City's urban forest. Staff surveyed ordinances from other municipalities, including the Cities of Cupertino, Mountain View, Sunnyvale, Palo Alto, Milpitas, and San Jose to develop a baseline understanding of tree protection standards throughout Santa Clara County.

The proposed ordinance would establish new regulations for the installation, maintenance, removal, and management of trees and plants in public places, provide protections for trees designated as Heritage Trees and trees of certain species and/or size, and provide enforcement mechanisms for violations of those regulations and protections.

ENVIRONMENTAL REVIEW

The action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378(b)(2) as a general policy making activity.

FISCAL IMPACT

There was no fiscal impact associated with this report.

COORDINATION

This report has been coordinated with the Department of Public Works, City Attorney's Office, Parks & Recreation Department, Community Development Department and City Manager's Office.

PUBLIC CONTACT

A summary of proposed Ordinance No. 2036 was published to the Santa Clara Weekly on December 1, 2021, and copies were posted in three public places and made available for public inspection at the City Clerk's Office.

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <<mailto:clerk@santaclaraca.gov>>.

RECOMMENDATION

Waive Second Reading and Adopt Ordinance No. 2036 amending Chapter 12.35, entitled "Trees and Shrubs" to incorporate new best practices and regulations to preserve the urban forest.

Reviewed by: Caio Arellano, Assistant City Attorney

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Ordinance No. 2036 (Introduction)

ORDINANCE NO. 2036

**AN ORDINANCE OF THE CITY OF SANTA CLARA,
CALIFORNIA, AMENDING CHAPTER 12.35 “TREES AND
SHRUBS” OF TITLE 12 “STREETS, SIDEWALKS, AND
PUBLIC PLACES” OF THE CODE OF THE CITY OF SANTA
CLARA, CALIFORNIA TO INCORPORATE NEW BEST
PRACTICES AND REGULATIONS TO PRESERVE THE
URBAN FOREST**

BE IT ORDAINED BY THE CITY OF SANTA CLARA AS FOLLOWS:

WHEREAS, several best practices, procedures, and standards in tree maintenance and preservation have evolved and changed since the preceding ordinance was adopted in 1960;

WHEREAS, the City of Santa Clara 2010 – 2035 General Plan identifies preservation of City-designated Heritage Trees;

WHEREAS, the City of Santa Clara 2013 Climate Action Plan includes a goal of mitigating the heat island effect through shading and cooling practices with specific reference to Urban Forestry and tree plantings;

WHEREAS, nature-based climate solutions, such as tree plantings and vegetation management, have been widely identified as a key component to a balanced climate action strategy; and,

WHEREAS, the Arbor Day Foundation identifies updating the Trees and Shrubs ordinance to enhance the City of Santa Clara’s Tree City USA Growth Award activities.

**NOW THEREFORE, BE IT FURTHER ORDAINED BY THE CITY OF SANTA CLARA
AS FOLLOWS:**

//

//

SECTION 1: Current Chapter 12.35 entitled “Trees and Shrubs” of Title 12 entitled “Streets, Sidewalks and Public Places” of The Code of the City of Santa Clara, California (“SCCC”) is repealed in its entirety.

SECTION 2: New Chapter 12.35 (entitled “Trees and Shrubs”) is added to Title 12 (entitled “Streets, Sidewalks and Public Places”) of “The Code of the City of Santa Clara, California” to read as follows:

“Chapter 12.35

TREES AND SHRUBS

Sections

- 12.35.010 Purpose.**
- 12.35.020 Definitions.**
- 12.35.030 Enforcing authority.**
- 12.35.040 Official City Tree list.**
- 12.35.050 City Tree planting, maintenance, and removal.**
- 12.35.060 Park Strip landscaping.**
- 12.35.070 Private Trees and plants.**
- 12.35.080 Protected Trees.**
- 12.35.090 Protected Tree preservation and removal.**
- 12.35.100 Construction and Development.**
- 12.35.110 Prohibited acts.**
- 12.35.120 Public nuisance.**
- 12.35.130 Interference.**
- 12.35.140 Penalty for violation.**

12.35.150 Appeals.

12.35.160 Liability.

12.35.010 Purpose.

The purpose of this chapter is to:

- (a) Ensure the preservation of the City's Urban Forest;
- (b) Regulate the installation, maintenance, removal, and management of trees and plants in Public Places;
- (c) Encourage the protection of trees to support nature-based climate solutions, mitigate the effects of climate change, store carbon, reduce the heat island effect, provide shade, beauty, wind protection, air filtration, mitigation of noise, soil protection, habitat, screening between buildings, and enhancement of property values.

12.35.020 Definitions.

The following words and phrases, whenever used in this chapter, shall be construed as defined in this section:

- (a) "A" definitions:
 - (1) "ANSI A300 Standards" means the A300 standards adopted by the American National Standards Institute (ANSI) regarding tree, shrub or other woody plant maintenance, and all successor standards adopted by ANSI.
 - (2) "Arborist" means an individual engaged in the profession of arboriculture who, through experience, education, and related training, possesses the competence to provide for, or supervise the management of, trees and other woody plants.
- (b) Reserved for future use.

(c) "C" definitions:

(1) "City" means the City of Santa Clara.

(2) "City Manager" means the City Manager of the City or a duly appointed representative designated by the City Manager.

(3) "City Tree" means trees located on land within the City's public rights-of-way or easements, or on public streets, avenues, or ways within the City, and the City's parkland inventory that have been approved to be planted by the City.

(4) "City Tree List" means the list of Trees approved by the City to be planted in Public Places.

(5) "Critical Root Zone" means the minimum volume of roots necessary to have for tree health and stability.

(d) "D" definitions:

(1) "Damage" means any action which causes injury, death or disfigurement of a tree. Actions include, but are not limited to, cutting, girdling, poisoning, overwatering or underwatering, tree topping, unauthorized relocation or transportation of a tree, compaction of soil or any work within the root zone of a tree, trenching, excavating, or altering the grade or paving within the dripline of a tree.

(2) "Development" means any improvement of real property which requires the approval of a subdivision, development review approval, a conditional use permit, a minor use permit, a planned development zoning approval, a variance, a grading permit, a demolition permit or a building permit.

(3) "Dripline" means the outermost line of the tree's canopy projected straight down to the ground surface.

(e) Reserved for future use.

(f) Reserved for future use.

(g) Reserved for future use.

(h) "H" definitions:

(1) "Hazardous" means an imminent threat to the safety of persons or property.

(2) "Heritage Tree" means trees designated as significant by the City due to their age, commemoration of an event, or memory of a person or event in history.

(i) "I" definitions:

(1) "International Society of Arboriculture (ISA)" means the organization that promotes the professional practice of arboriculture and fosters a greater worldwide awareness of the benefits of trees through research, technology, and education.

(j) Reserved for future use.

(k) Reserved for future use.

(l) Reserved for future use.

(m) Reserved for future use.

(o) Reserved for future use.

(p) "P" definitions:

(1) "Park Strip" means the public area between the curbing and sidewalk.

(2) "Permit" means written authorization from the City of Santa Clara to perform work in conformance with this chapter.

//

(3) "Person" means individuals, firms, associations, and corporations, and agents, employees or representatives thereof, excluding the City agents, employees or representatives thereof.

(4) "Private Tree" means trees on land lying outside of the public right of way or public park of the City.

(5) "Property Owner" means the owner of record or contract purchaser of any parcel of land fronting on any city street.

(6) "Protected Tree" means any class of tree specified in Section 12.35.080.

(7) "Prune" means to detach or separate from a tree any limb or branch over one inch in diameter, or to remove branching structures, as designated by the ANSI A300 Standards.

(8) "Public Place" shall mean any property owned or controlled by the City including, but not limited to, parks, parkways, open space, public streets, public rights-of-way, City owned property, and Park Strips.

(q) Reserved for future use.

(r) Reserved for future use.

(s) "S" definitions:

(1) "Street Tree" means trees located on land within the public rights-of-way on all streets, avenues, or ways within the City that have been approved to be planted by the City.

//

//

(2) “Structurally Compromised” means any alteration of a tree that is likely to become hazardous over the next few years as determined by the City Manager.

(t) “T” definitions:

(1) “Tree Protection Zone” means the area surrounding a tree defined by a specified distance, in which excavation and other construction-related activities should be avoided. The tree protection zone is variable depending on species, factor, age and health of the plant, soil conditions, and proposed construction.

(u) “U” definitions:

(1) “Urban Forest” means those native or introduced trees and related vegetation in the urban and near-urban areas, including, but not limited to, urban watersheds, soils and related habitats, City Trees, residential trees, natural riparian habitats, and trees on other private and public properties.

(v) Reserved for future use.

(w) Reserved for future use.

(x) Reserved for future use.

(y) Reserved for future use.

(z) Reserved for future use.

12.35.030 Enforcing authority.

The primary responsibility for enforcement of the provisions of this chapter shall be vested in the City Manager. The City Manager is hereby authorized to act as an agent of the City with the power to inspect, issue notices of violation, and write citations for any violation of this chapter.

12.35.040 Official City Tree list.

(a) The Department of Public Works shall maintain and periodically review the City Tree List for trees planted in the public right-of-way, and may add to, delete from, or otherwise modify the list.

(b) The Department of Parks and Recreation shall maintain and periodically review the City Tree List for trees planted in City parks, and may add to, delete from, or otherwise modify the list.

(c) No tree shall be planted in a Public Place or overhang any city park unless the tree is on the City Tree List.

12.35.050 City Tree planting, maintenance, and removal.

(a) No person shall plant or cause to be planted any tree or plant in a Public Place, apart from Park Strip landscaping as indicated in 12.35.060 of this chapter.

(b) The City shall have jurisdiction and control of the planting and placement of all City Trees, and shall have supervision, direction, and control of the structural pruning of the canopy, removal determination, relocation, and replacement thereof. Planting and maintenance shall conform to ANSI A300 Standards and follow all tree care Best Management Practices published by ISA.

(c) Property Owners are responsible for watering City Trees within their property, clearing the sidewalk of City Tree debris, and removing all debris associated with the normal growth cycle of City Trees including, but not limited to, fallen leaves and needles, small fallen branches, fruit debris, and seeds.

(d) Property Owners are responsible for notifying the City of hazardous or Damaged City Trees within their property, and in the Park Strip in front of their property.

//

(e) The City shall maintain criteria for evaluating City Tree removals that may be updated from time to time. No tree shall be removed unless it meets the removal criteria, unless specified in an approved mitigation plan.

(f) In the event that the City Manager determines a City Tree has become Hazardous or Structurally Compromised because of the actions of the Property Owner or his/her tenants, the City may perform the work and charge the Property Owner for the costs of curing the issue including, but not limited to, enforcement, administrative time, equipment, and time to perform the work. The City shall send an invoice of the costs to the Property Owner, and if such costs are not paid within thirty (30) days, the City may record a nuisance abatement lien or special assessment on the property.

(g) In the event that the City Manager determines a City Tree has become or a nuisance because of the actions of the Property Owner, or his/her tenants, the City may require the Property Owner, at Property Owner's expense, to prune or remove the City Tree or take other appropriate action after being issued a Permit. Failure to complete the required work within thirty (30) days shall be a violation of this chapter. Additionally, if the Property Owner fails to complete the required work within thirty (30) days, the City may perform the work and charge the Property Owner for the costs of curing the issue including, but not limited to, enforcement, administrative time, equipment, and time to perform the work. The City shall send an invoice of the costs to the Property Owner, and if such costs are not paid within thirty (30) days, the City may record a nuisance abatement lien or special assessment on the property.

//

//

(h) The City may authorize the pruning or removal of a City Tree by a Property Owner, at the Property Owner's own expense, if the removal or pruning meets the established criteria but has been deemed a lower priority for action by the City. The City's authorization of such action by a Property Owner is conditioned upon the Property Owner first obtaining a Permit from the City. All pruning and removal work must conform to ANSI A300 Standards and follow all tree care Best Management Practices published by ISA.

(i) If a vacant site where a Street Tree was removed is suitable to support a new Street Tree, the site shall be replanted with a suitable tree species from the City Tree List.

12.35.060 Park Strip landscaping.

(a) No permit or prior approval from the City is required for the planting of landscaping such as shrubs and ground cover in the Park Strip, as long as the item to be planted complies with all requirements of this chapter and is maintained by the property owner.

(b) No Person shall plant or cause to be planted any tree in a Park Strip.

//

//

//

//

//

//

//

//

(c) The property owner is responsible for maintaining all shrubs and landscaping, excluding trees, in the Park Strip so that all walkways and roadways are clear and free of obstruction. During special circumstances, the City may be required to prune or remove any plant in the Park Strip. If a plant that was planted by the Property Owner in the Park Strip is determined to be objectionable or a nuisance by the Department of Public Works, the City may require the Property Owner to prune, remove or maintain the plant, or the City may perform the work and charge the Property Owner for the costs of curing the issue including, but not limited to, enforcement, administrative time, equipment, and time to perform the work. The City shall send an invoice of the costs to the Property Owner, and if such costs are not paid within thirty (30) days, the City may record a nuisance abatement lien or special assessment on the property.

12.35.070 Private Trees and plants.

(a) Except as otherwise provided in this chapter, trees and plants on private property are the responsibility of the Property Owners to keep, remove, and maintain as deemed appropriate by the Property Owner in accordance with all applicable laws and City ordinances.

//

//

//

//

//

//

//

(b) In the event that the City Manager determines that a private tree or plant has become a public nuisance, the City Manager may require the Property Owner to prune, remove or maintain the tree or plant. Failure to complete the required work within thirty (30) days shall be a violation of this chapter. Additionally, if the Property Owner fails to complete the required work within thirty (30) days, the City may perform the work and charge the Property Owner for the costs of curing the issue, including enforcement, administrative, and time and equipment to perform the work. The City shall send an invoice of the costs to the Property Owner, and if such costs are not paid within thirty (30) days, the City may record a nuisance abatement lien or special assessment on the property.

12.35.080 Protected Trees.

The following trees shall not be removed without first obtaining a permit from the City:

- (a) Heritage Trees in all zoning districts.
- (b) All specimen trees with a diameter of twelve (12) inches or more when measured at fifty-four (54) inches above natural grade of the following species on private property:

- (1) *Aesculus californica* (California Buckeye);
- (2) *Acer macrophyllum* (Big Leaf Maple);
- (3) *Cedrus deodara* (Deodar Cedar);
- (4) *Cedrus atlantica* 'Glauca' (Blue Atlas Cedar);
- (5) *Cinnamomum camphora* (Camphor Tree);
- (6) *Platanus racemosa* (Western Sycamore).
- (7) *Quercus* (native oak tree species), including:

- (A) *Quercus agrifolia* (Coast Live Oak);
- (B) *Quercus lobata* (Valley Oak);
- (C) *Quercus kelloggii* (Black Oak);
- (D) *Quercus douglasii* (Blue Oak);
- (E) *Quercus wislizeni* (Interior Live Oak);

(8) *Sequoia sempervirens* (Coast Redwood); and

(9) *Umbellularia californica* (Bay Laurel or California Bay);

(c) Approved development trees.

(d) A private tree which has a trunk with a diameter of thirty-eight (38) inches or more measured at fifty-four (54) inches above natural grade.

(e) A multi-branched private tree which has major branches below fifty-four (54) inches above the natural grade with a diameter of thirty-eight (38) inches or more measured just below the first major trunk fork.

12.35.090 Protected Tree preservation and removal.

(a) Any Person who owns, controls, or has custody or possession of any real property within the City shall use reasonable efforts to maintain and preserve all Protected Trees located thereon in a state of good health pursuant to the provisions of this chapter. Failure to do so shall constitute a violation of this chapter.

(b) Any person who conducts any activities such as Development, grading, excavation, demolition or construction on a property shall do so in such a manner as to not Damage, threaten the health or viability, or cause the removal of any Protected Tree. All work shall be done in accordance to ANSI A300 Standards and follow all tree care Best Management Practices published by ISA necessary to protect the vitality of the tree.

(c) Protected Tree Removal.

(1) It is unlawful for any Person to remove, or cause to be removed, any Protected Tree from any parcel of property in the City without first obtaining a permit from the City. Any Person who vandalizes, grievously mutilates, Damages, destroys, or unbalances a Protected Tree without a permit or beyond the scope of an approved permit shall be in violation of this chapter.

(2) An application for a tree removal permit shall be filed with the Community Development Department and shall contain the following information:

(A) A drawing outlining the location of the tree(s) and proposed tree replacements;

(B) A written explanation of why the tree(s) should be removed;

(C) An arborist report from an arborist certified by the ISA;

(D) Signature of the property owner and/or homeowner's association (where applicable) with proof of a vote of the homeowner's association;

(E) Photograph(s) of the tree(s);

(F) Permit fee, where applicable; and

(G) Other information deemed necessary by the Department of Community Development to evaluate the tree removal request.

(3) The Community Development Department shall have the final review and determination on applications for the removal of all Protected Trees, except Heritage Trees.

(A) City Council shall have the final review and determination on applications for the removal of Heritage Trees.

(4) The Department of Community Development shall approve a tree removal permit for a Protected Tree only after making at least one of the following findings:

(A) That the tree or trees are irreversibly diseased, are in danger of falling, can cause potential damage to existing or proposed essential structures, or interferes with private on-site utility services and cannot be controlled or remedied through reasonable relocation or modification of the structure or utility services;

(B) That the location of the trees restricts the economic enjoyment of the property by severely limiting the use of property in a manner not typically experienced by owners of similarly zoned and situated property, and the applicant has demonstrated to the satisfaction of the Department of Community Development that there are no reasonable alternatives to preserve the tree(s).

(C) That the tree(s) are a detriment to the subject property and cannot be adequately supported according to good urban forestry practices due to the overplanting or overcrowding of trees on the subject property.

(D) That the trunk of the tree(s) are five (5) feet or less from the existing residence, secondary unit or garage.

(E) That the trunk of the tree(s) are five (5) feet or less from the centerline of a below-ground utility line or pipe.

//

//

//

//

(F) That the tree(s) are on a private property single-family lot and are unsuitable species for single-family lots, including: *Eucalyptus globulus* (Blue Gum), *Liquidambar styraciflua* (Sweet Gum), *Pinus* (Pines), *Ailanthus altissima* (Tree of Heaven), *Liriodendron tulipifera* (Tulip tree), *Ulmus pumila* (Siberian Elm), *Ceratonia siliqua* (Carob tree), and Palm trees.

(5) The Department of Community Development shall approve, conditionally approve or deny the tree removal application.

(A) The City may make an investigation of the site where a Protected Tree is proposed to be removed to evaluate if it meets the criteria for removal before issuance of a permit.

(6) No Protected Tree shall be removed unless it meets the removal criteria, unless specified in an approved mitigation plan.

(7) At the discretion of the Department of Community Development, replacement trees will be required as a condition of issuance of a tree removal permit, or as a condition of any discretionary permit for development or redevelopment that involves the removal of a tree at the following replacement ratios:

| | |
|--|---|
| Dead tree or unsuitable tree (e.g. Eucalyptus, Liquidambar, Pine, Tree of Heaven, Tulip tree, and Palm tree) | 1:1 Replacement ratio, minimum 15-gallon |
| Single-Family Residence | 1:1 Replacement ratio, minimum 15-gallon |
| Multi-Family / Commercial / Industrial | 2:1 Replacement ratio (24" box), or 4:1 Replacement ratio (15-gallon) |

//

//

//

(8) Where it can be demonstrated that it is not feasible to provide a replacement tree on-site, the applicant may work with the City to propose an alternative means of replacement (e.g., planting of a Street Tree per City direction), subject to the approval of the Director of Community Development.

12.35.100 Construction and Development.

When site Development is occurring and a discretionary permit and a public hearing are required excluding R1-6L Single Family Residential zoned properties, the developer or Property Owner shall meet the following requirements:

(a) Tree Survey. A tree survey conducted by an Arborist who has been certified by ISA shall be submitted as part of the required application materials for all use, design or special development permits on developing or redeveloping property. The survey shall show the location, size, and species (both common and Latin names required) of all trees on the site. A written report by an ISA certified Arborist shall be included when any City Tree or Protected Tree is proposed to be removed explaining why the tree(s) cannot be relocated.

(b) Plan Modifications.

(1) The Department of Community Development shall have the ability to require the reasonable alteration of a proposed building in order to retain trees.

(2) The Department of Community Development shall have the ability to require relocation (on or off-site) of Protected Trees which the applicant proposes to remove.

(3) The Department of Public Works shall have the ability to require relocation (on or off-site) of City Trees which the applicant proposes to remove.

(c) Replanting Plans.

(1) When City Trees must be removed, replanting plans shall be submitted to the Department of Public Works and the Department of Community Development as part of the landscaping plan for the proposed project.

(2) When Protected Trees must be removed, replanting plans shall be submitted to the Department of Community Development as part of the landscaping plan for the proposed project.

(3) Replacement trees are required to be planted at replacement ratios specified in Section 12.35.090(c)(7) above, or the applicant must propose an alternative means of replacement if it is demonstrated that planting a replacement tree on-site is not feasible, subject to the approval of the Director of Community Development.

(d) Tree Protection Plan. The developer shall submit written plans prepared by an ISA certified Arborist that outline protection measures as a tree protection plan for City Trees and Protected Trees. The plan shall include tree protection measures that will occur during and after construction, and specifically identify the Tree Protection Zone. City Trees and Protected Trees shall be protected by use of the following methods:

(1) Protective fencing shall be installed no closer to the trunk than the Dripline, and far enough from the trunk to protect the integrity of the tree. The fence shall be a minimum of four feet in height and shall be set securely in place. The fence shall be of a sturdy but open material (i.e., chain link) to allow visibility to the trunk for inspections and safety.

//

//

(2) The existing grade level around a tree shall normally be maintained out to the Dripline of the tree. Alternate grade levels, as described in the tree protection plan, may be approved by the Department of Community Development.

(3) Drain wells shall be installed whenever impervious surfaces will be placed over the root system of a tree (the root system generally extends at least to the outermost edges of the branches).

(4) Pruning that is necessary to accommodate a project feature, such as a building, road or walkway shall be reviewed and approved by the Community Development Department.

(5) In the event a tree dies or begins to decline in poor health, the Property Owner will be required by the City to replace the aesthetic value of the tree that was lost in accordance with recommendations set forth by the City Manager.

(f) Soil Mitigation. The Community Development Department shall have the authority to require underground soil or planting measures, such as placement of structural soils, and removal of contaminated soils in any location deemed appropriate for future or existing healthy tree growth.

12.35.110 Prohibited acts.

Unless specifically authorized by the City Manager, it is unlawful for any Person to:

(a) Intentionally Damage, break, cut, carve, mutilate, deface, kill, injure, or destroy any City Tree or Protected Tree;

(b) Transplant or remove any City Tree or Protected Tree;

//

//

(c) Attach any rope, wire, nails, advertising posters, sign or other contrivance to any City Tree or Protected Tree in such a way that could Damage the health of the tree;

(d) Allow to come in contact with the roots, leaves, bark or any part of any City Tree or Protected Tree any gaseous, liquid, or solid substance harmful to such tree;

(e) Cause or permit any wire charged with electricity to come in contact with any City Tree or Protected Tree that could Damage the health of the tree;

(f) Make any excavation, place any fill, compact the soil, or construct any structure, walkway, driveway, pavement, or public utility within fifteen feet of any City Tree or Protected Tree that could Damage the health of the tree.

12.35.120 Public nuisance.

The following are hereby declared public nuisances:

(a) Any diseased, infested, dead or dying tree or plant on private property so near to any City Tree or Protected Tree as to constitute a danger to such tree, or to any street or portion thereof;

(b) Any tree or plant on any private property or within the City easement of a type of species apt to destroy, impair or otherwise interfere with a City Tree or Protected Tree, street improvement, sidewalk, curb, gutter, sewer or other public improvement, including any main or service;

(c) Any trees or plants growing into or over any City Trees or Protected Trees, or any public hydrant, pole or electrolier;

//

//

(d) The existence of any tree or plant on private property within the City limits that is infested, infected or in danger of becoming infested or infected with destructive parasites, insects, scales, fungus, viruses or growth injurious to trees and their structural stability;

(e) The existence of any tree or plant on private property which interferes with the visibility on, or free use of, or access to, any City right-of-way for vehicular, bicycle or pedestrian travel;

(f) Any concrete, asphalt, tar paper or plastic membranes or other types of impervious materials placed in the City easement in such close proximity to a City Tree or Protected Tree as to impede the movement of soil, air and water which are necessary to sustain tree growth and development.

12.35.130 Interference.

(a) No Person shall interfere with any City employee or City contractor acting under this chapter.

12.35.140 Penalty for violation.

(a) Any Person who intentionally or negligently violates any of the provisions of this chapter or any permit issued pursuant to it, the City may assess a monetary penalty in a sum not to exceed five thousand dollars (\$5,000).

(b) In the event that the violation results in any substantial injury, Damage, or removal of a City Tree or Protected Tree as determined by the City Manager, an additional penalty shall be assessed in the amount of the monetary value of the tree, which is determined based on location, species and tree size. The appropriate penalty shall apply separately to each tree affected by the improper action.

(c) The City Manager shall have the authority to require an administrative hearing for any violations of the provisions of this chapter.

(1) The hearing officer may impose such penalties, reasonable expenses, and landscaping deemed necessary to replace the aesthetic value of the tree based on generally accepted arboricultural practices.

(2) The failure of any recipient of a "Notice of Violation" to appear at the administrative hearing shall constitute a waiver of any objections to the imposition of a penalty or other appropriate remedy imposed by the hearing officer and constitutes a failure to exhaust administrative remedies.

(d) In any civil action brought to seek such civil penalties, and/or to obtain injunctive relief for violation of any provision of this chapter, in which the City prevails, the court shall determine and impose reasonable expenses, including the costs of employee time and attorneys' fees incurred by the city in the investigation and prosecution of the action.

(e) The remedies provided for in this section are in addition to and do not supersede or limit any and all other remedies, civil or criminal.

12.35.150 Appeals.

All appeals to a violation shall be heard by City Council.

12.35.160 Liability.

Nothing contained in this Section shall be interpreted to impose any liability upon the City, its officers, employees, or agents, nor to relieve the owner of any private property from the duty to keep any Tree or plant located upon the adjacent Park Strip or upon the owner's private property from becoming a hazard or public nuisance."

SECTION 3: Environmental Review. The action being considered does not constitute a “project” within the meaning of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15378(b)(2) in that it is a general policy making activity that will not result in direct or indirect changes in the environment.

SECTION 4: Ordinances Repealed. With exception of the provisions protected by the savings clause, all ordinances (or parts of ordinances) in conflict with or inconsistent with this ordinance are hereby repealed.

SECTION 5: Savings clause. The changes provided for in this ordinance shall not affect any offense or act committed or done or any penalty or forfeiture incurred or any right established or accruing before the effective date of this ordinance; nor shall it affect any prosecution, suit or proceeding pending or any judgment rendered prior to the effective date of this ordinance. All fee schedules shall remain in force until superseded by the fee schedules adopted by the City Council.

//

//

//

//

//

//

//

//

//

SECTION 6: Effective date. This ordinance shall take effect thirty (30) days after its final adoption; however, prior to its final adoption it shall be published in accordance with the requirements of Section 808 and 812 of "The Charter of the City of Santa Clara, California."

PASSED FOR THE PURPOSE OF PUBLICATION this 16th day of November, 2021, by the following vote:

AYES: COUNCILORS: Becker, Chahal, Hardy, Jain, Park, and Watanabe, and Mayor Gillmor

NOES: COUNCILORS: None

ABSENT: COUNCILORS: None

ABSTAINED: COUNCILORS: None

ATTEST:



NORA PIMENTEL, MMC
ASSISTANT CITY CLERK
CITY OF SANTA CLARA

Attachments incorporated by reference: None



Agenda Report

21-1681

Agenda Date: 12/7/2021

REPORT TO COUNCIL

SUBJECT

Action to Waive Second Reading and Adopt Ordinance No. 2037 to Amend Chapter 2.120, Entitled Boards and Commissions, to Create the City's Housing Commission and Establish the Powers, Functions, and Duties of the Commission

COUNCIL PILLAR

Promote and Enhance Economic, Housing and Transportation Development

BACKGROUND

At the November 16, 2021 Council meeting, proposed Ordinance No. 2037 was introduced and passed for the purpose of publication. Pursuant to City Charter Sections 808 and 812, proposed Ordinance No. 2037 was published on December 1, 2021 and copies were posted in three public places. The Ordinance now comes to Council for final adoption.

DISCUSSION

Staff is recommending that the City Council enact an ordinance that clearly sets forth the composition of the membership, which shall consist of five council appointed members who shall not hold any paid office or employment in the City government, and shall have the powers, functions, and duties as noted above and in the attached Ordinance.

Adoption of Ordinance No. 2037 will allow the City to create and formalize the City's Housing Commission that will be tasked with advisory functions related to the administration of the City's Federal entitlement grants and programs, which include neighborhood enhancement, homeless programs, and public service grants. Additionally, the Housing Commission will study and advance the needs of Santa Clara's unhoused populations, approved by the Community Plan to End Homelessness and the County's Unhoused Taskforce to address homelessness in Santa Clara County.

Housing Commission - Scope

Advises City Council on programs, policies, and other issues regarding housing and community services. Responsibilities include:

- Study and advance the needs of Santa Clara's unhoused populations, including providing recommendations to Council regarding the implementation of recommendations approved by the Community Plan to End Homelessness and the County's Unhoused Taskforce to address homelessness in Santa Clara County
- Review proposed funding and grant applications by eligible public service agencies for Community Development Block Grant (CDBG), HOME and/or other available funds for public services and/or housing projects and help form funding recommendations to Council.

- Activities include: 1) reading proposals, 2) developing questions for agencies, 3) interviewing agencies and 4) making funding recommendations
- Review and provide feedback on Housing and Urban Development (HUD) Consolidated Plans and Annual Action Plans to provide recommendations to Council regarding the content of those plans, including oversight of the City's Neighborhood Conservation and Investment Program (NCIP) and the Tenant Based Rental Assistance Program (TBRA).

Concurrently with the formation of the commission and City Council's appointment of commission members, City Staff will bring forward a resolution to set the commission meeting schedule for Council approval.

ENVIRONMENTAL REVIEW

The action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15378(b)(5) in that it is a governmental organizational or administrative activity that will not result in direct or indirect changes in the environment.

FISCAL IMPACT

There is no fiscal impact with the adoption of this ordinance.

COORDINATION

This report was coordinated with the City Attorney's Office and City Clerk's Office.

PUBLIC CONTACT

A summary of proposed Ordinance No. 2037 was published to the Santa Clara Weekly on December 1, 2021 and copies were posted in three public places and made available for public inspection at the City Clerk's Office.

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <<mailto:clerk@santaclaraca.gov>> or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

1. Waive Second Reading and Adopt Ordinance No. 2037 to amend Chapter 2.120, entitled Boards and Commissions, to add the City's Housing Commission and establish the powers, functions, and duties of the commission with the Commission to begin activity after conclusion of the Ad Hoc Homelessness Taskforce.

Reviewed by: Elizabeth Klotz, Assistant City Attorney

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Ordinance No. 2037 (Introduction)

ORDINANCE NO. 2037

AN ORDINANCE OF THE CITY OF SANTA CLARA, CALIFORNIA, ADDING A NEW SECTION SCCC SECTION 2.120.160 ("HOUSING COMMISSION") TO CHAPTER 2.120 ("BOARDS AND COMMISSIONS") OF TITLE 2 ("ADMINISTRATION AND PERSONNEL") OF "THE CODE OF THE CITY OF SANTA CLARA, CALIFORNIA"

BE IT ORDAINED BY THE CITY OF SANTA CLARA AS FOLLOWS:

WHEREAS, at the February 5, 2019 City Council meeting, the Council approved a broad restructuring of the City's Committees, which included removal of the Councilmember position from the Housing Rehabilitation Loan Committee HRLC;

WHEREAS, at the February 10, 2020 Governance and Ethics Committee meeting, the Committee inquired about restructuring and renaming the (HRLC) to a Housing Commission;

WHEREAS, at the September 14, 2020 Governance and Ethics Committee meeting, the Committee directed staff to bring back a recommendation on restructuring and renaming the HRLC, that reflects the input of both the Committee and HRLC members;

WHEREAS, at the November 12, 2020 HRLC meeting, the Committee discussed possibilities for responsibilities and scope that would include advisory functions related to the administration of the City's Federal entitlement grants and programs, as well as a potential name change; and,

WHEREAS, at the December 7, 2020 Governance and Ethics Committee meeting, the Committee approved the restructure and recommended that the City Council enact an ordinance that clearly sets forth the composition of the membership of the Committee and the scope of the committee's jurisdiction.

**NOW THEREFORE, BE IT FURTHER ORDAINED BY THE CITY OF SANTA CLARA
AS FOLLOWS:**

SECTION 1: That Section 2.120.160 (entitled "Housing Commission") is added to Chapter 2.120 (entitled "Boards and Commissions") of Title 2 (entitled "Administration and Personnel") of "The Code of the City of Santa Clara, California," to read as follows:

"2.120.160 Housing Commission.

The Housing Commission shall consist of five members, who shall not hold any paid office or employment in the City government and shall have the following powers, functions, and duties:

(a) Study and advance the needs of Santa Clara's unhoused populations, including providing recommendations to the City Council regarding the implementation of recommendations approved by the County Board of Supervisors to address homelessness in Santa Clara County

(b) Review proposed funding and grant applications by eligible public service agencies and make recommendations to City Council for Community Development Block Grant (CDBG), HOME and/or other available funds for public services and/or housing projects and help form funding recommendations to the City Council. Activities may include: 1) reading proposals, 2) developing questions for agencies, 3) interviewing agencies and 4) making funding recommendations.

//

//

//

//

(c) Review and make recommendations on Housing and Urban Development (HUD) Consolidated Plans and Annual Action Plans to provide recommendations to the City Council regarding the content of those plans, including oversight of the City's Neighborhood Conservation and Investment Program (NCIP) and the Tenant Based Rental Assistance Program (TBRA).

(d) Perform other such duties and exercise such powers as the City Council may impose or require."

SECTION 2: Ordinances repealed. With exception of the provisions protected by the savings clause, all ordinances (or parts of ordinances) in conflict with or inconsistent with this ordinance are hereby repealed.

SECTION 3: Savings clause. The changes provided for in this ordinance shall not affect any offense or act committed or done or any penalty or forfeiture incurred or any right established or accruing before the effective date of this ordinance; nor shall it affect any prosecution, suit or proceeding pending or any judgment rendered prior to the effective date of this ordinance. All fee schedules shall remain in force until superseded by the fee schedules adopted by the City Council.

//

//

//

//

//

//

//

SECTION 4: Effective date. This ordinance shall take effect thirty (30) days after its final adoption; however, prior to its final adoption it shall be published in accordance with the requirements of Section 808 and 812 of "The Charter of the City of Santa Clara, California."

PASSED FOR THE PURPOSE OF PUBLICATION this 16th day of November, 2021, by the following vote:


AYES: COUNCILORS: Becker, Chahal, Hardy, Jain, and Watanabe,
and Mayor Gillmor

NOES: COUNCILORS: Park

ABSENT: COUNCILORS: None

ABSTAINED: COUNCILORS: None

ATTEST:



NORA PIMENTEL, MMC
ASSISTANT CITY CLERK
CITY OF SANTA CLARA

Attachments incorporated by reference: None



Agenda Report

21-1179

Agenda Date: 12/7/2021

REPORT TO COUNCIL

SUBJECT

Action to Waive First Reading and Introduce Ordinance for the Regulation of Shared Mobility Devices (Bicycles and Motorized Scooters), and Adopt a Resolution to Establish Shared Mobility Permit and Impound Fees

COUNCIL PILLAR

Promote and Enhance Economic, Housing, and Transportation Development, Enhance Community Engagement and Transparency

EXECUTIVE SUMMARY

In early 2019, the City Council adopted a temporary moratorium on the operation of shared mobility devices (i.e., shared bicycles and scooters) in Santa Clara. The City Council also directed staff to return with a proposed permanent Shared Mobility Permit Program (Permit Program) to allow the City to properly regulate the use of shared mobility devices within the City. Staff developed and implemented a workplan for the establishment of a Permit Program as directed by the City Council and provided a detailed progress update on the development of regulations for a Permit Program at the June 4, 2019 City Council meeting. Additionally, at the June 24, 2019 Bicycle and Pedestrian Advisory Committee (BPAC) meeting, staff presented the proposed Permit Program and BPAC approved a recommendation that the City Council approve the Permit Program's draft Administrative Regulations (Administrative Regulations).

In July 2019, the City paused the development of the Permit Program based on pending Americans with Disabilities Act (ADA) litigation that had the potential to impact the proposed Permit Program and Administrative Regulations. Additionally, at the time staff was tracking two items of pending legislation (Assembly Bill 1112 and Assembly Bill 1286) that could affect the Permit Program.

In early 2021, staff restarted the development of the Permit Program as the relevant ADA litigation was resolved and Assembly Bill 1286 was approved by the Governor. Staff has updated the Administrative Regulations and has prepared a draft ordinance for City Council consideration to amend the City Code for regulation of shared mobility devices. Additionally, staff has also prepared a resolution related to annual shared mobility operator permits and impound fees.

BACKGROUND

In December 2018 and January 2019, the City Council discussed and acted on the operation of shared mobility devices in Santa Clara. The Council approved emergency and regular ordinances, which prohibited the operation of shared mobility devices in Santa Clara from December 20, 2018 to December 19, 2019. The City Council also directed staff to return with a proposed permanent Permit Program to allow the City to properly regulate the use of these new mobility options within City limits. Staff developed and implemented a workplan to help establish a Permit Program and provided a

detailed progress update at the June 4, 2019 City Council meeting. A summary of topics that received comments from Council is listed below:

- Outreach events
- Insurance coverage options for users
- Parking spaces for devices
- Data driven device placement
- Estimated staff time needed to ensure permit compliance
- Permit violations and permit revocation
- Information about first and last mile locations for users
- Council support for minimum number of devices per operator
- Regulation of scooters on private property
- Outreach to larger developers
- Research other funding sources to reduce 100% cost recovery operator fees

Based on feedback from that meeting, staff updated the Permit Program's Administrative Regulations and conducted additional outreach with the public, operators, and other stakeholders. On June 20, 2019, staff posted the updated Administrative Regulations to the City's website.

In addition, at the June 24, 2019 BPAC meeting, staff provided the BPAC with an update on the Permit Program and Administrative Regulations. After an extensive discussion focused on data-sharing and privacy rights under the Permit Program, the BPAC approved a recommendation that the City Council approve the Administrative Regulations with the following two amendments: 1) that the Administrative Regulations provide more clarity regarding which rules apply to bicycles, scooters, or both, and 2) that Operators not be allowed to share user data with third party vendors. Following the June 24, 2019 BPAC meeting, staff was preparing to return to City Council with a final proposed Permit Program and Administrative Regulations in August 2019.

In July 2019, staff was informed of ADA litigation that had the potential to impact the proposed Permit Program and Administrative Regulations. Additionally, there were two proposed State Assembly Bills (Assembly Bill 1112 and Assembly Bill 1286) that could affect the Program. Based on this, the City Attorney's Office recommended temporarily pausing the development of the Permit Program to allow the City sufficient time to determine how these new developments would impact the proposed Permit Program. On November 5, 2019, City Council adopted Ordinance 2010 to extend the City's temporary moratorium on shared mobility devices to December 19, 2020.

On September 18, 2020, Governor Gavin Newsom approved Assembly Bill 1286 (Muratsuchi), Shared mobility devices; agreements. AB 1286 requires that shared mobility service providers "enter into an agreement with, or obtain a permit from, the city or county with jurisdiction over the area of use." AB 1286 also requires the following: 1) providers must maintain a specified amount of commercial general liability insurance and 2) that a city that authorizes a shared mobility device provider to operate within its jurisdiction on or after January 1, 2021, to adopt operation, parking, and maintenance rules, as provided, regarding the use of the shared mobility devices in its jurisdiction before the provider may offer shared mobility devices for rent or use. Effectively, AB 1286 requires that after January 1, 2021, shared mobility service providers in Santa Clara will be required to obtain a permit from the City prior to operation. The permit would be subject to the future rules and

regulations adopted by Santa Clara.

On November 17, 2020, staff provided an informational report to the City Council (Attachment 1) with an update on the proposed Permit Program and highlighted recent changes in state law. Staff informed City Council of a plan to return with a proposed Permit Program and Administrative Regulations for review and consideration by the end of 2021.

DISCUSSION

During the past several months, staff spent considerable time reengaging with shared mobility operators and updating the proposed Administrative Regulations based on the following items:

1. Address feedback from the June 4, 2019 City Council discussion and the June 24, 2019 BPAC discussion on the proposed Permit Program.
2. Incorporate changes required based on recent State Law and the above-mentioned ADA litigation
3. Include any recent developments within the shared mobility operator industry (e.g., parking detection technology, etc.)
4. Ensure regulations are comparable with other cities that have similar programs. (San Jose, Oakland, San Francisco, and Sacramento)

Notable updates are included as Attachment 2.

The proposed Ordinance (Attachment 3) amends the City Code to include Chapter 10.35 and sets forth the requirements and procedures for permits issued for the operation of shared mobility devices in the City of Santa Clara. Regulations referenced as "Shared Mobility Permit Administrative Regulations" are issued by the City Manager or Designee under the authorization granted by Section 10.35.030 of the City Code. The Administrative Regulations (Attachment 4) are structured to bring consistency to the City's new Permit Program and to address topics that other cities have been experiencing where scooters or bike share has already been initiated.

Some of the key areas of the regulations are summarized in more detail below.

Permit Issuance: The City Manager may select up to three Operators based on proposals describing the plan to provide customer service, complete outreach and safety education, device technology, company experience and qualifications, and ability to comply with regulations. The permit application period will be from February 1 to March 31 each year (two-month period) and the Operators will be granted a one-year permit that is valid from July 1 to June 30 of the following year.

Shared Mobility Device Requirements: All shared mobility devices are required to comply with California State Law, California Vehicle Code, and industry standards. In addition, all shared mobility devices must display a permanent ID number, the Operator's business name, customer service phone number, and email address as well as be equipped with Global Positioning System (GPS) tracking technology.

Parking: Operators shall ensure that users are informed of State Laws and follow parking rules and limitations. Shared devices shall be parked upright and shall not obstruct public facilities, including sidewalks, light rail platforms, transit areas, on-street parking zones, curb ramps, entryways and driveways, vehicular lanes, bicycle lanes or associated buffers. Shared mobility devices shall be

parked so that a 48-inch clear space is provided on pedestrian rights-of-way. Once notified, Operators will have two hours to re-park improperly parked devices. In coordination with property owners, the City Manager may also designate "priority parking zones" that Operators should service.

Fleet Management and Balancing: Each Operator shall provide a minimum of 60 devices (bicycles, scooters, or both- whichever is applicable) to ensure service availability. The total size of the citywide device fleet shall not exceed 3,000 total devices consisting of 2,000 scooters and 1,000 bicycles. Any changes to the citywide maximum cap of 3,000 shared mobility devices will require approval from the City Council. Shared mobility devices must be re-parked/re-distributed daily to ensure compliance with the regulations and the Operator's plan of operation. Operators shall be required to use geofencing or equivalent technology to prevent operation in public parks. Each operator must also deploy 5 percent of their devices in the City's Equity Priority Community (formally called "Communities of Concern"). This is an area of the City defined by the Metropolitan Transportation Commission to have census tracts with a significant concentration of underserved populations, such as households with low incomes and people of color. The City's Bicycle Plan Update 2018 and Pedestrian Masterplan included a discussion on Santa Clara's Equity Priority Community and a map is included as Attachment 5. This area is in the central part of Santa Clara and is generally bounded by Highway 101 to the north and the Caltrain tracks to the south.

Customer Service: Operators will be required to provide 24-hour live customer service support through telephone. In addition, operations must provide additional options such as email, online forms, and text message. Operators will also need to provide status updates and follow up with the originator of the customer service issue, as appropriate. Once notified, Operators will have two hours to re-park any improperly placed devices. Operators will need to maintain a multilingual (English, Spanish and Chinese) website, call center and mobile app interface.

Maintenance: Operators must ensure that all shared mobility devices are clean, in good working order and are safe to operate. Any shared mobility device that is reported to be unsafe to operate shall be inspected in person by the Operator and removed within two hours after notification, if the issues cannot be remedied. In addition, Operators must maintain a record of all maintenance performed on each shared device and make such records available to the City upon request.

Education and Outreach: Education and outreach include requirements for the Operator to educate users about laws applicable to riding, operating, and parking shared mobility devices. Operators must submit an education and outreach plan for City review during the permit application process. Operators will also be required to notify users regarding applicable State laws via signage on the devices, through the website, and mobile application, including laws related to age, driver's license requirements, speeds, and riding.

Data Sharing: Operators shall provide the City access to an Application Programming Interface (API) offering data about trip activity that meets the requirements of the Mobile Data Specification (MDS) and General Bike Share Feed Specification (GBFS) format. In addition, Operators shall be required to provide records of maintenance activity, customer service inquiries, collision data from users and age of users. The data shall be provided to the City monthly. Operators shall provide a dashboard for the City to view shared mobility device data. Operators shall also survey users every six months to provide information to the City for future planning, including asking questions about what mode of transportation was replaced with the use of a shared mobility device.

Membership and Enrollment: California law requires that users of motorized scooters have a driver's license. Additionally, all shared mobility operators currently require users to be at least 18 years of age. Operators are also required to conduct outreach and implement technology-based measures to verify ages of members during enrollment via mobile app and/or website. In addition, Operators shall establish a low-income discount program.

Levi's Stadium and Other Special Events: The Administrative Regulations allow the City Manager to waive the citywide maximum cap for shared mobility devices in relation to major/special events in the City (i.e. events at Levi's Stadium or other large special event days at the Great America Theme Park). Operators must comply with the most current Transportation Management and Operations Plan (TMOP) for Levi's Stadium, provide sufficient on-site staff to support the Levi's Stadium and other special event days, and deploy geofencing or comparable technology to ensure proper use of shared devices as determined by the City. Operators will be required to prepare and submit a detailed operations plan for the use of shared mobility devices for these events to the City for review and approval. City staff will ensure coordination of these operation plans with affected property owners (i.e. parking lot operators, San Francisco 49ers, Great America staff).

Enforcement: Enforcement is designed to promote and achieve compliance with local law and program guidelines. Enforcement measures include:

- Any improperly parked devices that are not relocated or re-parked within two- hours may be impounded and taken to a City facility for storage at the Operator's expense. The Operator shall be required to pay the impound fee
- In addition to the impounding fee, the Operator shall be fined as follows for failure to remove the devices within two hours:
 - \$100 for the first violation
 - \$200 for the second violation
 - \$500 for the third and subsequent violations
- Failure to retrieve shared mobility devices from the City facility within two working days of notification of impoundment may lead to permit suspension or revocation.

Denial, Suspension, or Revocation of Operating Permit: An Operator's permit may be denied, suspended, or revoked at the discretion of the City Manager. The key metrics and process for denial, suspension, and revocation of the operating permit are:

- Number of parking violations and impoundments, defined as failure to resolve parking complaints within two hours of notice
- Failure to retrieve shared mobility devices from the City facility within two working days of impoundment notification. If suspended, Operators will be allowed an opportunity to provide a plan for corrective actions to comply with regulations. The minimum suspension period will be two weeks.

Permit Application and Permit Operator Fees: Staff prepared a Shared Mobility Fee Study (Attachment 6) to establish a relationship between estimated staff time and permit costs. The study assumes three Operators will apply for permits and operate in the City. The proposed shared mobility application fee of \$3,470 per Operator is based on cost recovery for staff time and effort to review the permit applications. The proposed annual permit fee is \$27,430 per Operator plus \$70 per device over 60. The base fee of \$27,430 per Operator is based on staff time and effort related to the

operation of a minimum 180 devices citywide (60 devices per Operator). Additional costs to administer the inclusion of Operator devices beyond the 60-device minimum will be recovered based on an additional per-device fee of \$70. The first 60 shared mobility devices deployed per Operator will not be subject to the per-device fee. At the maximum of 3,000 devices, the total cost to be recovered is \$291,000, or approximately \$97,000 per Operator.

Impound Fee: The Shared Mobility Fee Study (Attachment 6) demonstrates the relationship between the fee and the Police Department time and cost for the removal and storage of shared mobility devices. Based on this study, the Electric Scooter/Bike Removal and Storage Fee (Impound Fee) is proposed to be \$305 per device.

Performance Bond: Operators shall always maintain in effect, a valid performance bond in the amount of \$20,000 during the term of the annual permit, starting at the time of permit issuance. The performance bond may be used for any future public property repair and maintenance costs incurred due to the shared mobility devices, removal and storage of devices, staff time related to these activities, unpaid fines or any future costs incurred related to the shared mobility permits.

Permit Application: Operators shall be required to provide a description of the proposed plan of operations, a detailed plan for outreach and education events, and a plan to comply with the Administrative Regulations. The Operator would be required to provide information of the number and type of shared mobility devices, a map of the deployment area including parking locations, the Operators' experience and ability to comply with regulations in other jurisdictions, the applicant's regulation compliance program, and the Operators' ability to comply with local and State laws.

On October 25, 2021, staff provided an update to the BPAC on the Administrative Regulations. Staff presented the changes described above and BPAC discussed the program. After an extensive discussion, the BPAC approved a recommendation that the City Council approve the updated Administrative Regulations and emphasized that Operators are not allowed to share user data with third party vendors.

If the City Council approves staff recommendations, then the attached Resolution (Attachment 7) will create the Permit and Impound Fees in the City's Municipal Fee Schedule. Following Council approval, Operators may apply for a Shared Mobility Permit in February 2022. Staff will review applications and issue permits by June 2022 for an effective date of July 1; the permits will align with the City's fiscal year cycle (July 1 through June 30). Following permit issuance, the first education/outreach event will be organized prior to deployment of shared bicycles and scooters. The Permit Program will be monitored and evaluated by City staff continuously to determine the effectiveness of the Administrative Regulations. The ordinance provides the City's administration the flexibility to update the permit regulations, as needed.

ENVIRONMENTAL REVIEW

The action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15378(b)(5) in that it is governmental organization or administrative activity that will not result in direct or indirect changes in the environment. Actions such as installation of bicycle racks or any other physical infrastructure for shared mobility devices will be analyzed as part of the development review or encroachment permit processes but are expected to be a categorical exemption pursuant to CEQA section 15301(c):

Existing Facilities.

FISCAL IMPACT

The cost to administer and manage the Permit Program is designed to be revenue neutral with 100 percent cost recovery through collected permit and impound fees. The annual estimated revenue assumes three Operators apply and receive permits to operate 1,000 shared mobility devices citywide. The application fee is projected to generate revenue of \$10,410 in FY 2021/22 to offset City costs. The annual permit fee is projected to generate revenue of approximately \$140,000 in FY 2022/23 as the permit will be effective from July 1, 2022 through June 30, 2023. This revenue estimate assumes 1,000 devices are deployed in the first year. While the proposed Permit Program allows a maximum of 3,000 shared mobility devices citywide, staff assumes that operators will deploy devices in a phased manner. At the maximum of 3,000 devices, the total cost to be recovered for the program, including the permit and application fee, is \$291,000, or approximately \$97,000 per Operator.

The adopted Fiscal Year 2021/22 operating budget for the existing Public Works Traffic Division staffing level will be used to process the applications in FY 2021/22 and to support any Permit Program work this fiscal year. A budget amendment to recognize the permit application fees may be brought forward later in the fiscal year based on actual receipts. The new Permit Program, effective July 1, 2022, is anticipated to require up to 1,100 hours of combined time from the existing staff in the Traffic Division. The revenues and associated costs for this Permit Program will be factored into the FY 2022/23 General Fund Operating Budget. Staff will be temporarily absorbing the additional work effort during the first year by reprioritizing projects and assignments. This will be monitored and depending on the success of the program, it is anticipated that additional staffing of 0.5 - 1.0 FTE's may be necessary to support it. Staff will return to Council as necessary for any additional positions required for the Permit Program.

COORDINATION

This report has been coordinated with the Finance Department and the City Attorney's Office. Staff also notified stakeholders (i.e. businesses, Valley Transportation Authority, Santa Clara University, etc.) of staff's proposed updates to the Permit Program and posted the Administrative Regulations on the City's website on October 20, 2021. In addition, at the October 25, 2021 BPAC meeting, staff provided the BPAC with an update on the City's proposed Permit Program and the Administrative Regulations.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <<mailto:clerk@santaclaraca.gov>> or at the public information desk at any City of Santa Clara public library.

Staff notified potential operators via electronic mail and posted information about the Permit Program on the City's web page.

ALTERNATIVES

1. Introduce and waive first reading of an Ordinance establishing Chapter 10.35 of the Santa Clara

Municipal Code instituting Shared Mobility Regulations.

2. Adopt the Resolution establishing the Shared Mobility Permit and Impound Fees and integrate these fees into the Municipal Fee Schedule.
3. Do not approve the Introduction of an Ordinance establishing Chapter 10.35 of the Santa Clara Municipal Code instituting Shared Mobility Regulations.
4. Do not adopt the Resolution establishing the Shared Mobility Permit and Impound Fees and integrate these fees into the Municipal Fee Schedule.

RECOMMENDATION

Alternatives 1 and 2

1. Waive First Reading and Introduce an Ordinance establishing Chapter 10.35 of the Santa Clara Municipal Code instituting Shared Mobility Regulations; and
2. Adopt the Resolution establishing the Shared Mobility Permit and Impound Fees and integrate these fees into the Municipal Fee Schedule.

Reviewed by: Craig Mobeck, Director of Public Works

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Report to Council, November 17, 2020, Agenda Item 2T, Note and File Informational 2. Report on a Proposed Shared Mobility Permit Program and Updates to State Law
3. Notable Updates to Shared Mobility Permit Program Administrative Regulations
4. Ordinance
5. Shared Mobility Permit Program Administrative Regulations
6. Equity Priority Community Map
7. Shared Mobility Fee Study
8. Resolution



Agenda Report

20-1168

Agenda Date: 11/17/2020

REPORT TO COUNCIL

SUBJECT

Note and File Informational Report on a Proposed Shared Mobility Permit Program and Updates to State Law

COUNCIL PILLAR

Promote and Enhance Economic, Housing and Transportation Development and Enhance Community Engagement and Transparency

BACKGROUND

The purpose of this informational report is to provide the City Council with an update on the City's proposed Shared Mobility Permit Program (Program) and to highlight recent changes in state law that will affect the Program in Santa Clara. Shared mobility is a common term used to represent the shared use of a vehicle, motorcycle, scooter, bicycle, or other travel mode. For the purposes of the Program and this report, shared mobility refers to bicycle and scooter share.

In December 2018 and January 2019, the City Council discussed and took action on the operation of shared mobility devices in Santa Clara. The Council approved emergency and regular ordinances, which prohibited the operation of shared mobility programs in Santa Clara from December 20, 2018 to December 19, 2019. The City Council also directed staff to return with a proposed permanent shared mobility program to allow the City to properly regulate the use of these new mobility options within City limits.

Staff developed and implemented a workplan to help establish a Program and provided a detailed progress update at the June 4, 2019 City Council meeting. Based on feedback from that meeting, staff updated the draft Shared Mobility Permit Administrative Regulations (Administrative Regulations) and conducted additional outreach with the public, operators, and other stakeholders. On June 20, 2019, staff posted the updated draft Administrative Regulations to the City's website.

In addition, at the June 24, 2019 Bicycle and Pedestrian Advisory Committee (BPAC) meeting, staff provided the BPAC with an update on the Program and draft Administrative Regulations. After an extensive discussion focused on data-sharing and privacy rights under the Program, the BPAC approved a recommendation that the City Council approve the draft Administrative Regulations with the following two amendments: 1) that the Administrative Regulations provide more clarity regarding which rules apply to bicycles, scooters, or both, and 2) that Operators not be allowed to share user data with third party vendors. Following the June 24, 2019 BPAC meeting, staff was preparing to return to City Council with a final proposed Program and draft Administrative Regulations (Attachment 1) in August 2019.

Temporary Moratorium Extension: In July 2019, staff was informed of Americans with Disabilities Act (ADA) litigation that had the potential to impact the Program and draft Administrative Regulations. Additionally, there were two proposed State Assembly Bills (Assembly Bill 1112 and Assembly Bill 1286) that could affect the Program. Based on this, the City Attorney's Office recommended temporarily pausing the development of the Program to allow the City sufficient time to determine how these new developments would impact the Program.

On November 5, 2019, City Council adopted Ordinance 2010 to extend the City's temporary moratorium on shared mobility programs. The temporary moratorium is set to expire on December 19, 2020. Recent discussions with the City Attorney's Office indicate that potential risk regarding ADA litigation has been addressed and that Assembly Bill 1286 has been approved.

DISCUSSION

On September 18, 2020, Governor Gavin Newsom approved Assembly Bill 1286 (Muratsuchi), Shared mobility devices; agreements (Attachment 2). AB 1286 requires that shared mobility service providers "enter into an agreement with, or obtain a permit from, the city or county with jurisdiction over the area of use." AB 1286 also requires the following: 1) providers must maintain a specified amount of commercial general liability insurance and 2) that a city that authorizes a shared mobility device provider to operate within its jurisdiction on or after January 1, 2021, to adopt operation, parking, and maintenance rules, as provided, regarding the use of the shared mobility devices in its jurisdiction before the provider may offer shared mobility devices for rent or use. Effectively, AB 1286 requires that after January 1, 2021, shared mobility service providers in Santa Clara will be required to obtain a permit from the City prior to operation. The permit would be subject to the future rules and regulations adopted by Santa Clara.

As mentioned, the City's current temporary moratorium for operation of a shared mobility program is set to expire on December 19, 2020. Additionally, extension of the moratorium is not permitted beyond two years per California Government Code Section 65858. As AB 1286 effectively prohibits the operation of shared mobility programs until a permit is issued, the Department of Public Works and City Attorney's Office staff concluded that it is not necessary to pursue a permanent moratorium due to the limited number of days between December 19, 2020 and January 1, 2021.

In terms of next steps and based on City Council's previous direction to create a Program, staff will do the following:

1. Evaluate the latest draft of Shared Mobility Permit Administrative Regulations as changes may be needed based on changes to State Law, COVID-19 considerations, and interest by shared mobility program operators.
2. Reach out to potential shared mobility operators and coordinate on any new developments within the shared mobility industry (i.e. COVID considerations, etc.)
3. Continue to monitor and review proposed legislation related to shared mobility programs. Assembly Bill 1112 is currently being modified by the State legislature.
4. Update draft Administrative Regulations, if needed.

Staff anticipates that additional community (i.e. general public) and stakeholder (i.e. businesses, Santa Clara University) outreach may also be necessary. If there are substantial changes to the draft Administrative Regulations from 2019 an additional review by the City's Bicycle and Pedestrian

Advisory Committee may be necessary.

Ultimately, staff plans to return to City Council with a proposed Program and Administrative Regulations for review and consideration.

ENVIRONMENTAL REVIEW

This is an informational report only and no action is being taken by the City Council and no environmental review under the California Environmental Quality Act ("CEQA") is required.

FISCAL IMPACT

There is no cost to the City associated with this report other than administrative time and expense.

COORDINATION

This report has been coordinated with the City Attorney's Office

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <<mailto:clerk@santaclaraca.gov>>.

RECOMMENDATION

Note and file the Informational Report on a Proposed Shared Mobility Permit Program and Updates to State Law.

Reviewed by: Craig Mobeck, Director of Public Works

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Draft Shared Mobility Permit Administrative Regulations
2. Assembly Bill 1286

Notable updates made to Administrative Regulations

- Outreach Events: Based on Operator feedback, remove requirement of four events and allow operators to propose a detailed plan for City review as a factor in Operator selection. Staff will also work with Operators to include rider education at outreach events.
- Insurance coverage options for users: While the permitted Operators will provide proof of insurance to operate on City facilities (such as streets and trails), the Administrative Regulations do not include a requirement that Operators require or provide insurance for shared bicycle and scooter users. California law requires a Class C driver's license to operate a motorized scooter. While the California Department of Motor Vehicles (DMV) requires licensed drivers to ensure their registered vehicles, there is no DMV requirement to obtain insurance for shared bicycles and scooters. Users should contact their motor vehicle insurance carriers to determine if they have insurance coverage for shared bicycles and scooters.
- Parking spaces for devices: Staff will work with Operators and adjacent property owners to determine if marked parking spaces for devices is feasible.
- Data driven placement: Data obtained from Operators will be used to assist with the planning and deployment of devices.
- Estimated Staff Time needed to ensure permit compliance: Staff prepared a detailed estimate of the projected staff time required to ensure permit compliance which is the basis for proposed permit fees.
- Permit Violations and Permit Revocation: Metrics to determine when an Operator's permit is subject to suspension and/or revocation are included.
- Information about first and last mile locations for users: Operator data will be provided to the City regarding first and last mile user trends.
- Council support for minimum number of devices per operator: At the June 4, 2019 Council meeting, Council showed support for a minimum number of devices to receive a permit. The Administrative Regulations requires each operator to deploy a minimum of 60 devices.
- Regulation of scooters on private property: The City has broad authority to regulate shared bicycles and scooters within City limits, which extends to private property. The City can issue citations for parking violations located on public streets and private property.
- Outreach to larger developers: Prior to deployment, staff will work with Operators on outreach to larger developers regarding placement/use of shared mobility devices to service these properties.
- Research other funding sources to reduce 100% cost recovery operator fees: Permit fees have been initially developed to capture 100 percent cost recovery for staff time. Currently, there are no other viable funding sources, except the City's General Fund, to reduce operator fees. Staff does not recommend a General Fund subsidy for the Permit Program at this time.
- Bicycle or Scooter Share Regulations: The Administrative Regulations have been updated to differentiate between regulations that apply to bicycles, scooters, or both.

- Selling of User Data: A provision prohibiting Operators from selling user data to third parties has been included.
- Performance Security: As detailed in the Administrative Regulations, performance security has been updated to reflect that it will be submitted to the City as a bond in-lieu of a cash deposit.
- Speedometers: In 2019, one of the proposed Operators had suggested that the City require the use of speedometers on shared mobility devices. State Law does not require speedometers for scooters or bikes with electric assist that ceases at 20 miles per hour. Only select Operators provide this specific technology and it has limited benefit since scooters have a maximum operating speed of 15 miles per hour per State law so this was not included as a requirement.
- Membership: Add a requirement that Operators provide a low-income discount program and deploy 5 percent of the fleet within the City's Equity Priority Community.
- Title: Staff updated the program title to "Shared Mobility Program," as opposed to "Bicycle and Scooter Share program." This title provides for a more generalized description of the services offered by Operators and will allow for other types of shared device programs to operate within the City, provided the Administrative Regulations are updated accordingly.
- Number of Operators: Limit to a maximum of three operators in the City.

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF SANTA CLARA,
CALIFORNIA, ADDING A NEW CHAPTER 10.35 “SHARED
MOBILITY DEVICES” TO TITLE 10 “VEHICLES AND
TRAFFIC” OF THE CODE OF THE CITY OF SANTA CLARA,
CALIFORNIA TO REGULATE SHARED MOBILITY
DEVICES, AND REPEALING ORDINANCE NO. 1995**

BE IT ORDAINED BY THE CITY OF SANTA CLARA AS FOLLOWS:

WHEREAS, consistent with the City’s goals of enhancing mobility, easing traffic congestion, and promoting sustainability, this Chapter creates a permit program to facilitate shared mobility devices offered for public use;

WHEREAS, this permit program is needed to ensure the protection of public health and safety, including the safety of the public traveling by foot, bicycle, or vehicle on public sidewalks, streets, and other public rights-of-way.

WHEREAS, on December 20, 2019, Ordinance No. 1995 established a temporary moratorium on motorized scooter and bike share programs and expired on December 19, 2020; and

WHEREAS, this Ordinance would repeal Ordinance No. 1995 as a moratorium on shared mobility programs will no longer be needed due to the creation of the shared mobility permit program and regulations.

NOW THEREFORE, BE IT FURTHER ORDAINED BY THE CITY OF SANTA CLARA, AS FOLLOWS:

SECTION 1: Ordinance No. 1995, which established a temporary moratorium on motorized scooter and bike share programs, is hereby repealed and shall have no legal effect as of the Effective date of this Ordinance.

SECTION 2: A new Chapter 10.35 entitled “Shared Mobility Devices” of Title 10 “Vehicles and Traffic” is added to the Code of the City of Santa Clara, California to read as follows:

“

Chapter 10.35

SHARED MOBILITY DEVICES

10.35.005 Purpose.

The purpose of this chapter is to protect public health, safety and welfare, including the safety and welfare of seniors, persons with disabilities, and other members of the public traveling by foot, wheelchair or other assistive device, bicycle, or vehicle, on public sidewalks, streets, and other public rights-of-way and to ensure that the use and parking of Shared Mobility Devices in the City do not present a barrier to access to sidewalks and paths of travel for persons with disabilities.

10.35.010 Definitions.

The following words and phrases when used in this chapter shall for the purpose of this chapter have the meanings respectively ascribed to them herein. Whenever any words or phrases used in this chapter are not defined but are defined in the Vehicle Code of the State of California, and any amendments thereto, such definitions shall apply.

- a) “City Manager” shall mean the City Manager or designee.
- b) “Fleet” shall mean an inventory of a minimum number of bicycles (including electric bicycles) or motorized scooters required citywide per the Shared Mobility Device Administrative Regulations and managed by an Operator.
- c) “Operator” shall mean a person or entity, other than a government entity, that offers, vehicle code makes available, or provides a shared mobility device in exchange for financial compensation or membership via a digital application or other

electronic or digital platform.

- d) "Permit" shall mean the authorization granted by the City to the Operator to maintain and operate a Fleet within the City.
- e) "Shared Mobility Device" shall mean a motorized scooter as defined in Section 407.5 of the Vehicle Code, electric bicycle as defined in Section 312.5 of the Vehicle Code, bicycle as defined in Section 231 of the Vehicle Code, or other similar personal transportation device, except as provided in subdivision (b) of Section 415 of the Vehicle Code, that is made available to the public by a shared mobility operator for shared use and transportation in exchange for financial compensation via a digital application or other electronic or digital platform.
- f) "Shared Mobility Device Permit Administrative Regulations" shall mean the Shared Mobility Device Permit Administrative Regulations adopted pursuant to Section 10.35.030.

10.35.020 Permit – Required.

It shall be unlawful for any person or entity to operate a Fleet of Shared Mobility Devices on any public or private property within the City, in exchange for financial compensation or membership via a digital application or other electronic or digital platform, without a current permit issued by the City of Santa Clara.

10.35.030 Shared Mobility Device Permit Administrative Regulations.

The City Manager shall adopt and update Shared Mobility Device Permit Administrative Regulations as necessary to implement and augment the provisions of this Chapter, including, but not limited to, permit application procedures, permit standards and permit conditions, which may include regulations related to Shared Mobility Device requirements,

the ratio of motorized scooters and bicycles, parking, shared parking areas, fleet management and balancing, customer service, maintenance, education and outreach, data sharing, Levi's Stadium and other special events, indemnification, enforcement, grounds for revocation, suspension or denial, permit costs and permit application procedures.

10.35.040 Maximum Number of Shared Mobility Devices Permitted.

(a) Except as otherwise provided in this Section, or in the Shared Mobility Device Permit Administrative Regulations, the maximum number of Shared Mobility Devices permitted in the City at any one time shall not exceed 3,000.

(b) Notwithstanding the foregoing, the City Manager has the authority to authorize temporary increases in the Citywide maximum of Shared Mobility Devices for special events, such as events at Levi's Stadium or Great America Theme Park.

10.35.050 Enforcement, Impounding and Fines.

(a) Operators shall monitor and manage Shared Mobility Devices in accordance with the parking requirements set forth in the Shared Mobility Device Permit Administrative Regulations. Operators shall comply with all applicable federal, state and local laws and regulations. Consistent with these laws and regulations, at no time may a parked Shared Mobility Device obstruct a sidewalk, other pedestrian path of travel, or an accessibility feature designed for persons with disabilities.

(b) Operators shall be issued an administrative citation in the amount set forth in subdivision (c) of this section to improperly-parked Shared Mobility Devices and for failure to comply with the Shared Mobility Device Administrative Regulations.

(c) For each instance where a Shared Mobility Device is not parked in accordance with the Shared Mobility Device Permit Administrative Regulations and the Operator fails

to remove or remedy the deficiency within the time specified in these regulations, it shall be considered a single violation for which the Operator is subject to an administrative citation in the following amounts:

(1) \$100 for the first violation

(2) \$200 for the second violation

(3) \$500 for third and subsequent violations

(d) Any Shared Mobility Devices that are not parked in accordance with the Shared Mobility Permit Administrative Regulations and are not removed or remedied are subject to City impounding and may be taken to a City facility for storage at the Operator's expense. The Operator shall pay an impound fee in an amount set by resolution of the City Council.

(e) Operator shall retrieve impounded Shared Mobility Devices from the City facility within the time specified in the Shared Mobility Device Permit Administrative Regulations, and the Operator's failure to timely retrieve the Shared Mobility Device shall constitute abandonment of the device on public lands and the City may, after written notice is provided, dispose of the property in accordance with the provisions of SCCC 2.105.350 and applicable state law. Furthermore, the City Manager is authorized to suspend or revoke an operator's permit based on failure to retrieve the Shared Mobility Device(s).

(f) The Chief of Police, or designee, shall have the authority to impound Shared Mobility Devices that are not parked in accordance with the Shared Mobility Device Permit Administrative Regulations.

10.35.060 Denial, Suspension, or Revocation of Operating Permit.

The City Manager may deny, suspend, or revoke an Operator's permit based on the grounds specified in the Shared Mobility Device Permit Administrative Regulations including that the operator:

- a) Supplied the City Manager with incorrect information in the permit application;
- b) Violated any conditions placed upon the permit; or
- a) Otherwise failed to comply with the provisions of this chapter or any rules or regulations promulgated by the City Manager pursuant to this chapter.

10.35.065 Appeal of Permit Decisions

The decision of the City Manager to deny, suspend, or revoke an Permit under this Chapter may be appealed under the procedures set forth in Chapter 2.115.

10.35.070 Prohibited Conduct.

Notwithstanding any other provision of this Code, no person shall fail to comply with the Administrative Regulations or any provision of this Chapter. Any violation of any Administrative Regulation or this Chapter shall constitute a violation of this Code.

SECTION 3: Savings clause. The changes provided for in this ordinance shall not affect any offense or act committed or done or any penalty or forfeiture incurred or any right established or accruing before the effective date of this ordinance; nor shall it affect any prosecution, suit or proceeding pending or any judgment rendered prior to the effective date of this ordinance. All fee schedules shall remain in force until superseded by the fee schedules adopted by the City Council.

”

SECTION 4: Environmental Determination. This Ordinance does not constitute a “project” within the meaning of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15378(b)(5) in that it is governmental organization or administrative activity that will not result in direct or indirect changes in the environment.

SECTION 5: Effective date. This ordinance shall take effect thirty (30) days after its final adoption; however, prior to its final adoption it shall be published in accordance with the requirements of Section 808 and 812 of “The Charter of the City of Santa Clara, California.”

PASSED FOR THE PURPOSE OF PUBLICATION this 7th day of December 2021, by the following vote:

AYES: COUNCILORS:

NOES: COUNCILORS:

ABSENT: COUNCILORS:

ABSTAINED: COUNCILORS:

ATTEST:

NORA PIMENTEL, MMC
ASSISTANT CITY CLERK
CITY OF SANTA CLARA

Attachments incorporated by reference:

1. Shared Mobility Permit Administrative Regulations

City of Santa Clara

DRAFT Shared Mobility
Device Permit
Administrative Regulations

November 10, 2021

Purpose and Authority

Chapter 10.35 of the Santa Clara City Code sets forth the requirements and procedures for permits issued for the operation of Shared Mobility Devices in the City of Santa Clara. These regulations implement the provisions of Chapter 10.35 and are issued by the City Manager or Designee under the authorization granted by Section 10.35.030 of the Code. These regulations are not intended to be exhaustive and may be amended at any time by the City Manager.

These regulations shall be referred to as the “Shared Mobility Device Permit Administrative Regulations.”

Definitions

The definitions set for in Chapter 10.35, and herein, shall govern the application and interpretation of these regulations.

Permit Requirements

The following requirements shall be incorporated into the Terms and Conditions of all Shared Mobility Device permits issued. By submitting an application, Operator agrees to comply with all requirements, unless a specific modification is noted in the application and approved by the City Manager in writing prior to issuance of permit.

Permit Issuance

1. Permit application period will be from February 1 to March 31 each year.
2. Permit will be valid for a one-year period, from July 1 to June 30.
3. The City Manager will review permit applications and issue permits by June 1.
4. Based on the content of the Permit Application, the City Manager may select up to three operators to grant permits based on criteria described in “Permit Application Contents” section.

Shared Mobility Device Requirements

1. All Shared Mobility Devices shall have, and clearly display, a unique, permanent identification number.
2. All Shared Mobility Devices shall be equipped with global positioning system (GPS) tracking or other similar means of continuously tracking locations of such Shared Mobility Devices.
3. All Shared Mobility Devices shall clearly display the operator’s business name, customer service phone number, and email address. Information shall also be provided in Braille on each Shared Mobility Device.
4. All Shared Mobility Devices shall include headlights, taillights, reflectors, and comply with applicable California State Law, including the California Vehicle Code, and industry standards.

5. Operator shall provide a description of Mobility Device capabilities that will assist user in complying with state law, including the California Vehicle Code, regarding maximum scooter operating speeds and prohibited operation on sidewalks. Each Operator will be required to deploy “Geofencing” or other technology capable of preventing the use of Shared Mobility Devices or to limit the maximum speed of Shared Mobility Devices in designated areas of the City.

Parking

1. Operators will ensure that users of the Shared Mobility Devices including the Operator’s agents responsible for fleet management and rebalancing are informed of all applicable laws and regulations, and the following parking rules and limitations, and ensure that users comply with these limitations.
2. All Shared Mobility Devices shall be upright when parked.
3. All Shared Mobility Devices shall not be parked in such a manner as to block or obstruct access to public facilities included but not limited to the following:
 - Pedestrian Clear Zone area of the sidewalk (The “Pedestrian Clear Zone” area of the sidewalk or pedestrian path of travel is defined as the area within the 48 inches of clear space on the sidewalk or pedestrian path for pedestrian travel.)
 - Any fire hydrant, call box, or other emergency facility (minimum 36-inch clearance)
 - Rail platforms, bus benches, bus stops, bus shelters, and passenger waiting areas, except at existing bicycle racks or designated parking areas for Shared Mobility Devices (minimum 36-inch clearance)
 - Utility poles or boxes (minimum 36-inch clearance)
 - All on- or off-street vehicle parking spaces (minimum 36-inch clearance to curb face), including but not limited to:
 - i. Disabled parking zones
 - ii. Loading zones
 - iii. Time Limited Parking zones
 - Street furniture that requires pedestrian access, for example benches, receptacles, etc. (minimum 36-inch clearance)
 - Areas within 15 feet of Curb ramps
 - Areas within 10 feet of entryways, exits, and driveways
 - Vehicular traffic lanes including bicycle lanes and associated buffers
4. When a sidewalk includes a “furniture zone”, Shared Mobility Devices shall be parked within the furniture zone. When a sidewalk lacks a “furniture zone”, Shared Mobility Devices must not be parked in a way to deny meaningful access to City sidewalks and paths of travel for persons with disabilities. Towards this end, each Operator must give notice and training to the User and ensure that Shared Mobility Devices are parked so that (a) 48-inch clear spaces are provided on pedestrian rights-of-way, and (b) curb ramps, entryways, exits, and other accessible paths of travel are never blocked or

obstructed. "Furniture zone" shall refer to that section of the sidewalk between the curb and the pedestrian through zone in which street furniture and public amenities, such as lighting, benches, newspaper kiosks, utility poles, tree wells and bicycle racks are provided.

5. Any Shared Mobility Device that is parked incorrectly shall be reparked in a correct manner or shall be removed within two hours after Operator's customer service team receives notice of the report. The operator will be notified about parking violations directly through customer service communication via contact information provided on each Shared Mobility Device. In addition, City staff will forward notifications to operators during staffing hours that are received from the public, including but not limited to, through the City's My Santa Clara mobile application.
6. Operator must provide a feature within its mobile application that requires a user of a Shared Mobility Device to upload a photograph, or utilize other technology, to ensure the Shared Mobility Device is not obstructing the pedestrian pathway at the end of each ride.
7. Operator shall not place or attach any personal property, fixtures or structures to City property without the prior written consent of City including applicable permits.
8. Operator shall coordinate with, and obtain written approval from, the City Manager for all marked designated parking areas throughout the City.
9. Operator shall not deploy Shared Mobility Devices or install parking on private property without the consent of the property owner.
10. Designated on-street parking areas may be established at selected locations after review and approval by the City Manager.
11. Operator shall obtain an encroachment permit for any installation of infrastructure, signing or striping in the public right-of-way.
12. Operator shall be responsible for installation and removal of all approved infrastructure, signing and striping.
13. The City Manager reserves the right to designate "priority parking areas" in coordination with property owners. The purpose of these priority parking areas is to provide parking at designated locations within or adjacent to commercial centers and other destinations.
 - Operators shall be responsible for the cost of installation and maintenance of any necessary infrastructure, including construction of the new designated shared parking areas. These costs shall be shared equally among the Operators.
 - For any priority parking area, all operators that are issued a Shared Mobility Device permit shall have a plan for deployment of Shared Mobility Devices at the designated shared parking areas. The designated shared parking areas may be located at any of the following locations:
 1. Related Project (future)
 2. AMC Mercado
 3. Santa Clara Square
 4. Rivermark
 5. Santa Clara Convention Center
 6. Lawrence Station Area

7. Great America Theme Park
8. Levi's Stadium
9. Central Park Library
10. City Hall
11. Great America Train Station
12. Santa Clara Station
13. Santa Clara University
14. Mission College

Fleet Management and Balancing

1. Each Operator must provide a minimum of 60 shared mobility devices, whichever is applicable, to ensure service availability. The minimum number of Shared Mobility Devices may be amended by the City Manager.
2. The total size of the citywide fleet shall not exceed 3,000 Shared Mobility Devices with up to 1,000 bicycles (including electric bicycles) and 2,000 motorized scooters. Following the review of shared mobility permit applications, the number of Shared Mobility Devices will be allocated equally among the Operators based on the number of Operators that are permitted to operate Shared Mobility Devices and the number of Shared Mobility Devices desired for deployment by each permitted Operator. The City Manager has the discretion to periodically adjust the City-wide maximum number of Shared Mobility Devices.
3. Each operator must deploy 5% of the total number of Shared Mobility Devices in an area designated as an Equity Priority Community (formerly referred to as Community of Concern) as defined by the Metropolitan Transportation Commission.
4. All Shared Mobility Devices parked in a low-density residential zone shall be moved by the Operator out of the residential zone within 72 hours.
5. Any improperly parked Shared Mobility Devices that are not removed within 2 hours of notification of the Operator may be impounded and taken to a City facility for storage at the Operator's expense. Operator shall be required to pay the impounding fee.
6. Operator shall be responsible for retrieving the impounded Shared Mobility Devices from the city facility. Failure to retrieve Shared Mobility Devices from the city facility within two working days of notification of impoundment shall constitute abandonment of the property and the City may, after written notice is provided, dispose of the property in accordance with the surplus property provisions of the City Code. Furthermore, failure to retrieve the Shared Mobility Device(s) may lead to permit suspension or revocation.
7. Shared Mobility Devices must be re-parked/re-distributed daily to ensure compliance with the regulations and the Operator's plan of operation.
8. Operators shall ensure that users do not operate Shared Mobility Devices in City parks. Operators shall use geofencing or equivalent technology to prevent Shared Mobility Devices from being operated in City parks excluding the San Tomas Aquino/Saratoga Creek Trail. A complete list of City parks is available on the City's website at:

<http://missioncity.maps.arcgis.com/apps/MapTour/index.html?appid=4c84d4f8913541cebd8a8ef3fc31a326&>.

Customer Service

1. Operator shall maintain a 24-hour customer service telephone number with live operators for customers and members of the public to report safety concerns, complaints, or to ask questions. The customer service number shall be clearly displayed on all Shared Mobility Devices in service.
2. Operator shall provide options for customer service inquiries to be submitted via email and text message.
3. Operators shall provide email, text message or phone confirmation of any issues reported to originator if requested and follow up with the originator with status updates as appropriate.
4. Any Shared Mobility Device that is parked improperly (as described in "Parking" section above) shall be re-parked in a correct manner or shall be removed within two hours after notice has been provided to Operator.
5. Operator shall maintain a multilingual (English, Spanish and Chinese) website, call center and mobile app customer interface that are available 24 hours a day, seven days a week.
6. Mobile apps and other customer service interface technology must be fully accessible to persons with disabilities and must comply with Section 508 of the United States Workforce Rehabilitation Act of 1973.

Maintenance

1. Operator must ensure that all Shared Mobility Devices are in good working order, are clean, free of graffiti, and are safe to operate.
2. Any Shared Mobility Device that is reported by the City or any third party to be damaged, deficient, or otherwise unsafe to operate shall be immediately assessed and/or remotely disabled, as appropriate.
3. Any Shared Mobility Device that is reported to be damaged, deficient, or otherwise unsafe to operate shall be checked in person and removed within two hours after notice has been provided to Operator.
4. Operator must maintain a record of all maintenance performed for each Shared Mobility Device and make such record available to the City upon request.

Education and Outreach

1. Operator agrees to provide notice to users regarding federal, state and local laws applicable to riding, operating and parking a Shared Mobility Devices in the City, and to require users to acknowledge and comply with all of these applicable laws, including laws relating to accessibility, helmets, age, parking, driver's license requirements,

sidewalk riding, speed limits, use of bike lanes and streets where Shared Mobility Devices can operate with and without bike lanes, and other rules of the road.

2. Operator shall provide multiple public outreach/safety education events throughout the area of operation within the City including a kickoff event prior to deployment of the Shared Mobility Devices. City permit approval and costs associated with public outreach/safety education events shall be the responsibility of the operator.
3. Operator agrees to notify users by means of signage or visible language on Shared Mobility Devices as well as through its website and mobile applications that:
 - a) All State of California laws shall be obeyed while riding a Shared Mobility Device, including laws related to age, driver's license requirements, and speed
 - b) Shared Mobility Devices may not be used on sidewalks, and generally shall be operated as close as practicable to the right curb of any street except as otherwise specified in state law.
 - c) At no time may a parked Shared Mobility Device obstruct a sidewalk, other pedestrian path of travel, or an accessibility feature designed for persons with disabilities.

Data Sharing

1. Operator agrees to provide the City with access to an Application Programming Interface (API) offering data about its fleet and all trip activity within the City, meeting the current requirements of the Mobility Data Specification (MDS) format developed by the Los Angeles Department of Transportation. This specification is detailed at: <https://github.com/CityOfLosAngeles/mobility-data-specification>
1. Operator agrees to provide City with access to a dashboard providing comprehensive anonymized data about the origins, destinations, distances, vehicle miles traveled (VMT), and times of all trip activity related to Shared Mobility Devices deployed in the City, as well as aggregate data and heat maps categorized by vehicle type and allowing analysis by day, week, or month, at no cost to the city.
2. Operator agrees to make real-time open data on system status and usage available in General Bike Share Feed Specification (GBFS) format.
3. In addition to the data required by the GBFS and MDS specifications, Operator shall provide a report of the following data on a monthly basis (or more frequently, if requested by the City Manager):
 - a) Timestamped records of maintenance activities including device ID and maintenance performed.
 - b) Timestamped records of customer service inquiry including nature of issue, time reported, and time resolved.
 - c) Collision data received from users.
 - d) Data related to age of members, low-income program membership, and the number of members divided by residents, surrounding area residents, and visitors from out of the area.
 - e) Operators shall survey users every 6 months subsequently to provide information to the City for future planning, including asking questions about what mode of transportation was replaced for the use of a Shared Mobility Device. Survey

questions shall be consistent among Operators and determined in coordination with the City Manager.

4. Operator agrees to not sell or share confidential user data.

Membership and Enrollment

1. Operator agrees to comply with all relevant state and local regulations regarding age limits for use of Shared Mobility Devices.
2. Operator agrees to conduct outreach and to implement technology-based measures to verify ages of members during enrollment via mobile app and/or website.
3. Operator shall establish a low-income discount program that offers discounted memberships to individuals at or below 200% of the federal poverty level. Membership in public assistance programs such as SNAP, CalFresh, or Silicon Valley Power Rate Assistance Program (SVP RAP) may be used for discount eligibility, or some other metric consistent with this requirement and approved by the City Manager.

Levi's Stadium and Special Events

1. The maximum number of Shared Mobility Devices permitted in the City at any one time may not apply on Levi's Stadium and other large special event days at the Great America Theme Park. The City Manager may adopt a maximum cap for event days after review of Shared Mobility Device data.
2. The City Manager may implement operating procedures or prohibit use of devices specific to Levi's Stadium and Special Events.
3. Special event days will be identified on the City's Shared Mobility webpage. Operator shall comply with the number of permitted units by midnight of the second day following the event.
4. Operators shall comply with current and future requirements of the Levi's Stadium Transportation Management and Operations Plan (TMOP).

Performance Bond

1. Operator shall maintain in effect at all times a valid performance bond in the amount of \$20,000 during the term of the annual permit starting with permit issuance.
2. The performance bond may be used for any public property repair and maintenance costs that may be incurred as a result of operator's Shared Mobility Devices, as well as removal and storage of Shared Mobility Devices that are not addressed within specified timeframes. The performance bond may be used to cover staff time associated with performing or facilitating these activities.
3. The performance bond may be used for any unpaid fines for violations issued to the Operator.

4. The performance bond may be used for any future costs incurred by the City related to the Shared Mobility permits.

Enforcement

Enforcement is designed to promote and achieve compliance with local law and the program guidelines. The Operators shall be required to pay fines per the schedule below related to improperly parked devices and failure to comply with the regulations.

1. Any improperly parked Shared Mobility Devices that are not removed or remedied within two (2) hours of providing notice to Operator may be impounded and taken to a City facility for storage at the Operator's expense. The Operator shall be required to pay the impounding fee.
2. In addition to the impounding fee, the Operator shall be cited for failure to remove the Shared Mobility Devices within two (2) hours of providing notice. The citation amount is listed in City Code 10.35.050.
3. Operator shall be responsible for retrieving the impounded devices from the City facility. Failure to retrieve Shared Mobility Devices from the City facility within two (2) working days of notification of impoundment may lead to disposal of the equipment and permit suspension or revocation.

Denial, Suspension, or Revocation of Operating Permit

1. An Operator's permit may be denied, suspended or revoked at the discretion of the City Manager based on any of the following grounds:
 - a) Consistent failure to address parking violations.
 - b) Failure to retrieve Shared Mobility Devices from the city facility within two (2) working days of notification of impoundment.
 - c) Transfer of an Operator permit to another party, including company mergers, without written approval by the City Manager.
 - d) The operator sells or shares confidential user data.
 - e) An applicant or Operator including its employees, managers, officers, principals, directors, owners, contractors, representatives, or agents has:
 - One or more false or misleading statements or material omissions on the permit application, during the application process.
 - Failed to provide information requested or required by the City
 - Operated or has proposed to operate in a manner that endangers public health or safety.
 - Failed to comply with any requirement imposed by the provisions of these regulations or the City Code, including any rule, regulation, conditions or standard adopted pursuant to the Ordinance, or any term or condition imposed on the permit for the operation of Shared Mobility Devices, or any provision of California law.
 - Conviction of the Operator, to include any of its officer, owners or principals, of

a criminal offense that is substantially related to the qualifications, functions or duties of the shared business or profession, including, but not limited to, any criminal conviction involving a violent or serious felony, fraud, deceit, or embezzlement.

2. If an Operator's permit is suspended or revoked during the annual permit period, the Operator shall be required to remove all devices deployed in the City at the Operator's cost. If Operator does not remove the devices within five (5) working days of notification of permit suspension or revocation, the City shall have the authority to remove the Shared Mobility Devices at Operator's cost and use the Performance Bond to cover the cost of removal of the Operator's devices.
3. If an Operator's permit is suspended, the minimum permit suspension period will be two (2) weeks. The Operator shall be required to provide a plan for corrective actions to demonstrate ability to comply with the regulations for resumption of the Operating permit. Any time spent by City staff on meeting with Operators to facilitate permit resumption will be reimbursed by the Operator on a time and materials basis.

Permit Costs

1. Application Fee: The applicant must pay the "Shared Mobility Device Permit, Application Fee" as identified in the latest City of Santa Clara Adopted Municipal Fee Schedule. The fee is non-refundable. Any application submitted without this fee shall be considered incomplete. The City will not accept or review any application that is submitted without payment of this fee.
2. Permit Fee: If the City approves the permit application, the applicant must pay an "Shared Mobility Device Permit, Annual Fee" as identified in the latest City of Santa Clara Adopted Municipal Fee Schedule. The City will not issue the permit until this fee is paid.
3. Device Fee: The applicant must pay a "Shared Mobility Device Permit, Device Fee" as identified in the latest City of Santa Clara Adopted Municipal Fee Schedule . The first 60 Shared Mobility Devices deployed per Operator will not be subject to this per-device fee. The City will not issue the permit until this fee is paid. If capacity exists, the applicant may apply to increase the number of devices deployed in the City after December 1 of the permit operating period. The applicant must then pay a "Shared Mobility Device Permit, Additional Device Fee" as identified in the latest City of Santa Clara Adopted Municipal Fee Schedule
4. Impoundment Fee: The applicant must pay a "Shared Mobility Device Permit, Impoundment Fee" as identified in the latest City of Santa Clara Adopted Municipal Fee Schedule to release a device from impoundment.
5. Operator shall also obtain a business license to operate in the City of Santa Clara.
6. All fees are non-refundable.

Permit Application Contents

1. A description of the proposed plan of operation, including, at a minimum, the applicant's plan to comply with the Administrative Regulations including Shared Mobility Device requirements, parking compliance, planned parking locations, fleet management and balancing, customer service, maintenance, data sharing, Levi's Stadium and other special events;
2. A detailed plan for the number and description of outreach and safety education events. Plan shall specify if events will be virtual or in-person. In-person events shall include proposed locations and if events will be stand-alone events or part of other community events/festivals. Operator shall include plan to advertise events.
3. Description of the number and mix of Shared Mobility Device that will be deployed: motorized scooters, bicycles, electric bicycles;
4. Shared Mobility Device capabilities including geofencing and other technology to comply with parking, speeding, and path of travel regulations.
5. A map of the proposed deployment area and parking locations.
6. The applicant's experience and demonstrated ability to comply with regulations in other jurisdictions;
7. The applicant's regulatory compliance program;
8. The applicant's history of and ability to comply with state and local law;
9. Any other requirements set forth by the Administrative Regulations.

Attachment 1: Indemnification and Insurance

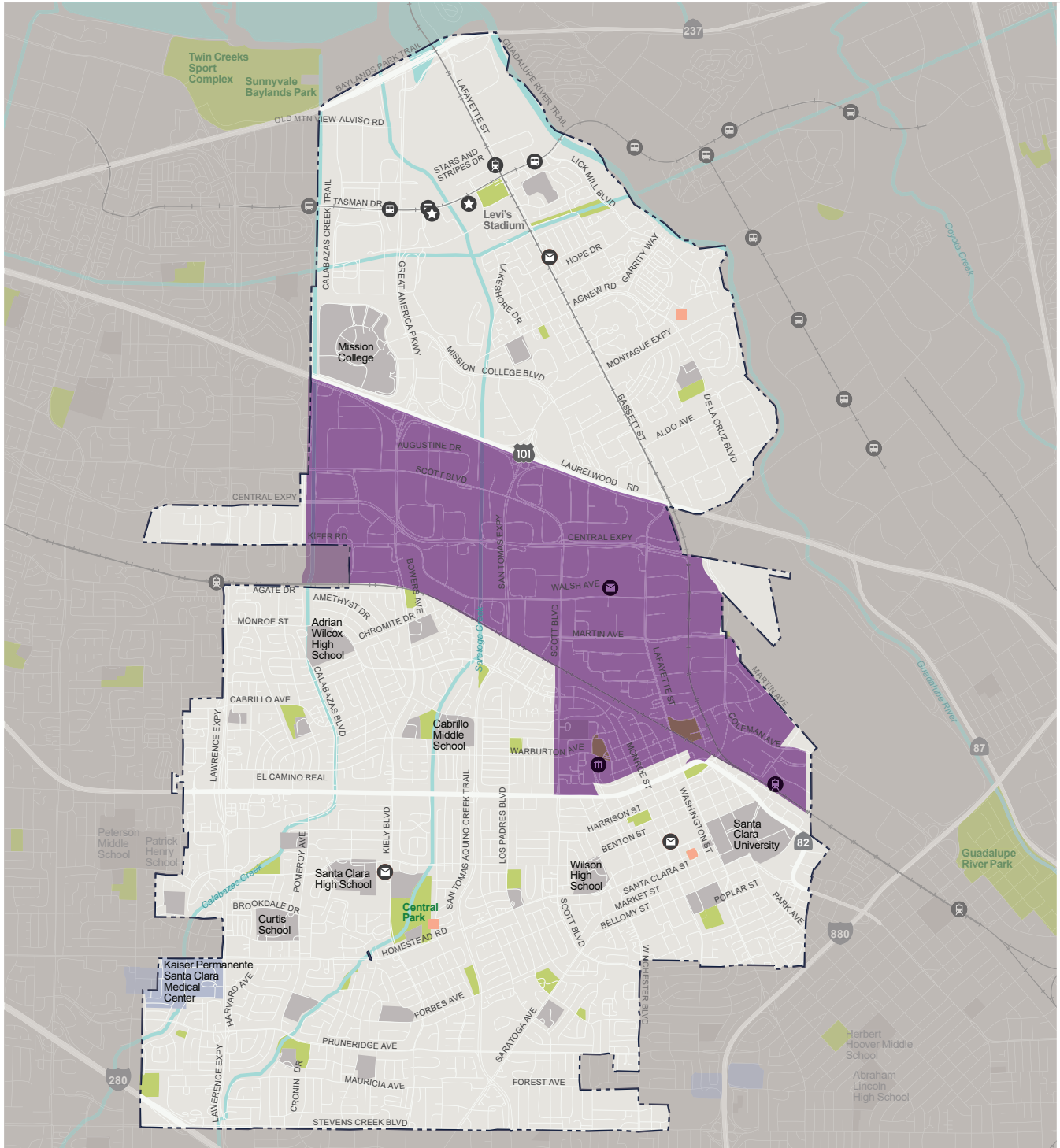
DRAFT

Attachment 5

Equity Priority Community Map

(formerly called Communities of Concern)

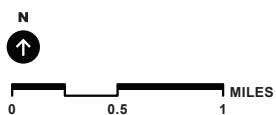
Santa Clara Today



Source: City of Santa Clara, Caltrans, US Census, ESRI, VTA. Map produced March 2018.

Communities of Concern Projects

Santa Clara Bicycle Plan Update 2018



Community of Concern
 **As defined by the Metropolitan Transportation Commission

Destinations + Boundaries

- | | |
|--------------------|----------|
| City Hall | School |
| Train Station | Hospital |
| Light Rail Station | Park |
| USPS Office | Library |
| Sport Stadium | |

City of Santa Clara

Shared Mobility Fee Study

November 1, 2021

Background

This memo describes the methodology for determining the Shared Mobility Permit Fees including the permit application fee, annual permit fee and the per device fee. The calculation of fees assumes cost recovery for Public Works staff that will be working on the shared mobility permit program as described below.

Staff Rates

The cost recovery is based on fully burdened hourly costs for Principal Planner, , Senior Civil Engineer, and Associate Engineer (Civil). The City of Santa Clara Report on the Cost of Services (User Fee) Study in 2019 was updated using an annual consumer price index of 1.72% to provide hourly rates that were used to calculate the permit fees.

| Staff | Staff Rate |
|------------------------------|-------------------|
| Principal Planner | \$292.55 |
| Senior Civil Engineer | \$284.85 |
| Associate Engineer (Civil) | \$250.62 |
| Community Service Officer II | \$200.75 |
| Police Records Specialist II | \$208.34 |

Shared Mobility Device Permit Fees

Shared Mobility Device Permit, Application Fee

The shared mobility device permit application fee is based on cost recovery for staff time and effort to review the permit applications assuming that three (3) different operators apply for shared mobility permits. The total cost to review each permit application is \$3,466.94.

Therefore, the permit application fee per operator will be \$3,470. Details of staff time and cost are shown in Table 1.

Shared Mobility Device Permit, Annual Fee

The shared mobility device permit annual fee is based on cost recovery for the staff time and cost involved in annual administration of a minimum program. The cost assumes a minimum program consists of three (3) different operators and 180 shared mobility devices. This correlates to 60 shared mobility devices per Operator, which is the minimum number of shared mobility devices required by the program. Therefore, the annual fee is based on staff time and effort for the operation of 180 devices citywide. The staff time and effort include permit administration, public interaction, operator meetings to adjust the program, and data analysis. The total staff cost for 180 devices assuming three (3) different operators citywide is approximately \$82,288. Therefore, the annual permit fee per Operator shall be \$27,430. Details of staff time and cost are shown in Table 2.

Shared Mobility Device Permit, Device Fee

The shared mobility device permit, device fee is based on cost recovery for the staff time and cost involved in annual administration of a maximum program. The cost assumes a maximum program consists of three (3) different operators and 3,000 shared mobility devices. This correlates to 1,000 shared mobility devices per Operator, which is the maximum number of shared mobility devices required by the program. Therefore, the annual fee is based on staff time and effort for the operation of 3,000 devices citywide. The staff time and effort include permit administration, public interaction, operator meetings to adjust the program, and data analysis. The total staff cost for 3,000 devices assuming three (3) different operators citywide is approximately \$280,452. Details of staff time and cost are shown in Table 3. This cost includes the \$82,288 cost for a minimum program consisting of 180 devices. As shown above, the cost of the minimum program is being recovered using the shared mobility device permit annual fee of \$27,430. Therefore, the remaining cost to operate 2,820 devices is \$198,164, which is the cost difference between the maximum program and the minimum program shown in Table 2 and Table 3 (\$280,452-\$82,288) which. This cost was then distributed equally among the 2,820 devices to result in a per device fee of \$70. The first 60 shared mobility devices deployed per operator will not be subject to the per shared mobility device fee.

Shared Mobility Device Permit, Additional Device Fee

The shared mobility device permit, additional device fee is based on 50% of the cost of the shared mobility device permit, device fee. If an Operator is approved for less than 1,000 shared mobility devices, an Operator may apply to increase the number devices deployed in the City. The application must occur after December 1 of the permit operating period, which is approximately six (6) months after issuance of a permit. Therefore, the cost per device is anticipated to be 50 percent.

Shared Mobility Device Permit, Impoundment Fee

The shared mobility device permit impoundment fee is based on cost recovery for the staff time and cost involved in impounding one device. The cost assumes a total of 1.5 hours to collect the device from field, book the device into the City's system, log custody, give notice to Operators, and release a device. The total staff cost estimated to impound each device is \$305. Details of staff time and cost are shown in Table 4.

Attachments

Table 1: Cost of Permit Application

Table 2: Cost of Minimum Program with 180 Shared Mobility Devices

Table 3: Cost of Maximum Program with 3,000 Shared Mobility Devices

Table 4: Cost of Impoundment per Device

Table 1: Cost of Permit Application

| Permit Application Fee | Hours | | | | Cost | | | |
|-------------------------------|--------------------------|------------------------------|---------------------------------|--------------|--------------------------|------------------------------|---------------------------------|-------------------|
| Task | Principal Planner | Senior Civil Engineer | Associate Civil Engineer | Total | Principal Planner | Senior Civil Engineer | Associate Civil Engineer | Total |
| | | | | 0 | \$292.55 | \$284.01 | \$250.62 | |
| Review permit application | 1 | 3 | 3 | 7 | \$292.55 | \$852.03 | \$751.86 | \$1,896.44 |
| Respond to questions | | 2 | 2 | 4 | \$0.00 | \$568.02 | \$501.24 | \$1,069.26 |
| Process permit | | | 2 | 2 | \$0.00 | \$0.00 | \$501.24 | \$501.24 |
| Total | 1 | 5 | 7 | 13 | \$292.55 | \$1,420.05 | \$1,754.34 | \$3,466.94 |

Table 2: Cost of Minimum Program with 180 Shared Mobility Devices

| Task | Hours | | | | Cost | | | |
|---|-------------------|-----------------------|--------------------------|------------|--------------------|-----------------------|--------------------------|--------------------|
| | Principal Planner | Senior Civil Engineer | Associate Civil Engineer | Total | Principal Planner | Senior Civil Engineer | Associate Civil Engineer | Total |
| | | | | | \$292.55 | \$284.01 | \$250.62 | |
| Operator Interaction | 3 | 8 | 8 | 19 | \$877.65 | \$2,272.08 | \$2,004.96 | \$5,154.69 |
| Initial Deployment | 6 | 6 | 6 | 18 | \$1,755.30 | \$1,704.06 | \$1,503.72 | \$4,963.08 |
| Data Sharing | 9 | 36 | 36 | 81 | \$2,632.95 | \$10,224.36 | \$9,022.32 | \$21,879.63 |
| Education (4 events) | 6 | 9 | 9 | 24 | \$1,755.30 | \$2,556.09 | \$2,255.58 | \$6,566.97 |
| Customer Service (Public Interaction) | 9 | 10 | 10 | 29 | \$2,632.95 | \$2,840.10 | \$2,506.20 | \$7,979.25 |
| Enforcement/Penalties | 5 | 10 | 10 | 25 | \$1,462.75 | \$2,840.10 | \$2,506.20 | \$6,809.05 |
| Designated Shared Parking Locations | 6 | 6 | 6 | 18 | \$1,755.30 | \$1,704.06 | \$1,503.72 | \$4,963.08 |
| Adjustments to Parking Locations | 6 | 6 | 6 | 18 | \$1,755.30 | \$1,704.06 | \$1,503.72 | \$4,963.08 |
| Meetings with Developers for Parking Locations | 6 | 3 | 3 | 12 | \$1,755.30 | \$852.03 | \$751.86 | \$3,359.19 |
| Levis Stadium Operations (up to 26 events) Coordination | 2 | 3 | 3 | 8 | \$585.10 | \$852.03 | \$751.86 | \$2,188.99 |
| Adjustments to Program | 6 | 6 | 6 | 18 | \$1,755.30 | \$1,704.06 | \$1,503.72 | \$4,963.08 |
| Geofencing | 3 | 3 | 3 | 9 | \$877.65 | \$852.03 | \$751.86 | \$2,481.54 |
| Survey | 3 | 3 | 3 | 9 | \$877.65 | \$852.03 | \$751.86 | \$2,481.54 |
| Annual Report | 6 | 6 | 6 | 18 | \$1,755.30 | \$1,704.06 | \$1,503.72 | \$4,963.08 |
| Total | 76 | 115 | 115 | 306 | \$22,526.35 | \$32,945.16 | \$26,816.34 | \$82,287.85 |

Table 3: Cost of Maximum Program with 3,000 Shared Mobility Devices

| Task | Hours | | | | Cost | | | |
|---|-------------------|-----------------------|--------------------------|--------------|--------------------|-----------------------|--------------------------|---------------------|
| | Principal Planner | Senior Civil Engineer | Associate Civil Engineer | Total | Principal Planner | Senior Civil Engineer | Associate Civil Engineer | Total |
| | | | | | \$292.55 | \$284.01 | \$250.62 | |
| Operator Interaction | 12 | 24 | 24 | 60 | \$3,510.60 | \$6,816.24 | \$6,014.88 | \$16,341.72 |
| Initial Deployment | 8 | 15 | 15 | 38 | \$2,340.40 | \$4,260.15 | \$3,759.30 | \$10,359.85 |
| Data Sharing | 36 | 117 | 117 | 270 | \$10,531.80 | \$33,229.17 | \$29,322.54 | \$73,083.51 |
| Education (4 events) | 12 | 24 | 24 | 60 | \$3,510.60 | \$6,816.24 | \$6,014.88 | \$16,341.72 |
| Customer Service (Public Interaction) | 39 | 78 | 78 | 195 | \$11,409.45 | \$22,152.78 | \$19,548.36 | \$53,110.59 |
| Enforcement/Penalties | 12 | 20 | 20 | 52 | \$3,510.60 | \$5,680.20 | \$5,012.40 | \$14,203.20 |
| Designated Shared Parking Locations | 12 | 18 | 18 | 48 | \$3,510.60 | \$5,112.18 | \$4,511.16 | \$13,133.94 |
| Adjustments to Parking Locations | 6 | 15 | 15 | 36 | \$1,755.30 | \$4,260.15 | \$3,759.30 | \$9,774.75 |
| Meetings with Developers for Parking Locations | 12 | 15 | 15 | 42 | \$3,510.60 | \$4,260.15 | \$3,759.30 | \$11,530.05 |
| Levis Stadium Operations (up to 26 events) Coordination | 10 | 20 | 20 | 50 | \$2,925.50 | \$5,680.20 | \$5,012.40 | \$13,618.10 |
| Adjustments to Program | 18 | 15 | 15 | 48 | \$5,265.90 | \$4,260.15 | \$3,759.30 | \$13,285.35 |
| Geofencing | 12 | 15 | 15 | 42 | \$3,510.60 | \$4,260.15 | \$3,759.30 | \$11,530.05 |
| Survey | 12 | 15 | 15 | 42 | \$3,510.60 | \$4,260.15 | \$3,759.30 | \$11,530.05 |
| Annual Report | 24 | 30 | 30 | 84 | \$7,021.20 | \$8,520.30 | \$7,518.60 | \$23,060.10 |
| Total | 232 | 450 | 450 | 1,067 | \$66,116.30 | \$119,852.22 | \$94,483.74 | \$280,452.26 |

Table 4: Cost of Impoundment Per Device

| Impoundment per Device | Hours | | | Cost | | |
|--|------------------------------|------------------------------|-------|--------------------------|------------------------|-----------------|
| | Community Service Officer II | Police Records Specialist II | Total | Community Svc Officer II | Police Records Spec II | Total |
| | | | | \$200.75 | \$208.34 | |
| Collect from field, book into system, log custody, give notice, and release device | 1 | 0.5 | 1.5 | \$200.75 | \$104.17 | \$304.92 |
| Total | 1 | 0.5 | 1.5 | \$200.75 | \$104.17 | \$304.92 |

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA
ESTABLISHING THE SHARED MOBILITY PERMIT AND
IMPOUND FEES AND INTEGRATING THE FEES INTO THE
MUNICIPAL FEE SCHEDULE**

BE IT RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

WHEREAS, on December 7, 2021 the City Council introduced Ordinance No. _____

establishing new Chapter 10.35 “Shared Mobility Devices” providing shared mobility regulations to create a shared mobility permit program consistent with the City’s goals of enhancing mobility, easing traffic congestion and promoting sustainability;

WHEREAS, the permit program is needed to ensure the protection of public health and safety;

WHEREAS, the City Council has considered the “Shared Mobility Fee Study”, dated November 1, 2021 prepared by City staff (the “Shared Mobility Fee Study”);

WHEREAS, the Shared Mobility Fee Study demonstrates the relationship between the fee and shared mobility permits subject to the fee. The shared mobility permit program will create additional work for City staff related to permit issuance, permit administration, data analysis, public interaction and additional outreach;

WHEREAS, the Shared Mobility Fee Study proposed establishing a new fee for the purpose of recovering the reasonable regulatory costs that would be incurred by the City for issuing licenses and permits, performing investigations, inspections, and the administrative enforcement of a shared mobility permit program;

WHEREAS, the same Shared Mobility Fee Study demonstrated that in order to recover City costs associated with the new shared mobility permits, an application fee of \$3,470 per Operator, an annual fee of \$27,430, a device fee of \$70 per shared mobility device excluding the first 60 shared mobility devices per Operator and an additional device fee of \$35 per shared mobility device (“Shared Mobility Permit Fees”) would be needed; and

WHEREAS, the same Shared Mobility Fee Study proposed establishing a new fee for the

purpose of recovering City costs associated with impounding of shared mobility devices; and

WHEREAS, the same Shared Mobility Fee Study demonstrated that in order to recover City costs associated with removing and storing shared mobility devices, an Electric Scooter/eBike Impound Fee of \$305 per shared mobility device would need to be imposed; and

WHEREAS, in order to implement the Shared Mobility Regulations to create a shared mobility permit program, the City Council desires to adopt the Shared Mobility Fee Study and implement the Shared Mobility Permit Fees and Impound Fee to encourage the City's goals of enhancing mobility;and

and

WHEREAS, a public hearing was conducted by the City Council on December 7, 2021.

NOW THEREFORE, BE IT FURTHER RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

1. That the Shared Mobility Permit Fees and Impound Fee shall be appended to the Municipal Fee Schedule kept on file in the office of the City Clerk.
2. That unless otherwise modified by the City Manager, the Shared Mobility Permit Fees and Impound Fee will automatically adjust for inflation annually, using the Engineering News Record McGraw-Hill Construction Weekly Building Cost Index for San Francisco. If this index ceases to exist, the City Manager shall substitute another construction cost index, which in his or her judgement is as nearly equivalent to the original index as possible. The automatic fee adjustment, as modified by the City Council, will occur when the City conducts its annual update of the Municipal Fee Schedule.
3. Effective date. This resolution shall become effective on the effective date of Ordinance No. XXXX.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE 7th DAY OF DECEMBER 2021, BY THE FOLLOWING VOTE:

AYES: COUNCILORS:
NOES: COUNCILORS:
ABSENT: COUNCILORS:
ABSTAINED: COUNCILORS:

ATTEST: _____

NORA PIMENTEL, MMC
ASSISTANT CITY CLERK
CITY OF SANTA CLARA

Attachments incorporated by reference:

1. Shared Mobility Permit Administrative Regulations
2. Shared Mobility Fee Study



Agenda Report

21-1637

Agenda Date: 12/7/2021

REPORT TO STADIUM AUTHORITY BOARD

SUBJECT

Action to Award Purchase Order to ECS Imaging, Inc. for Stadium Builder License Laserfiche Integration Support Services, Transact Office Supplies and Equipment Purchases, and Approve Expenses Incurred Between November 23-30, 2021

BOARD PILLAR

Ensure Compliance with Measure J and Manage Levi's Stadium

BACKGROUND

On October 8, 2019, the Stadium Authority Board (Board) approved Ordinance No. 2005 amending Chapter 17.30 of the City Code (Stadium Authority Procurement Policy), which rescinded the delegation to the Executive Director to enter into agreements without prior Board approval. As of the effective date of the Ordinance, November 8, 2019, all Stadium Authority agreements for services, supplies, materials, and equipment require the approval of the Stadium Authority Board.

The Executive Director is requesting authorization for the following:

1. Retroactive award of purchase order to ECS Imaging, Inc. (ECS) in an amount not to exceed \$10,238 for Stadium Builder License (SBL) Laserfiche integration support services;
2. Transact purchases for office supplies and equipment for Stadium Authority staff; and
3. Retroactive approval of office supplies and equipment expenses that were incurred between November 23-30, 2021.

DISCUSSION

On March 23, 2021, the Board approved the Stadium Authority FY 2021/22 Operating, Debt Service and Capital Budget (Budget). The General and Administrative Budget within the Stadium Authority FY 2021/22 Budget contains line items for Administrative Services and Other Expenses. Stadium Authority staff has obtained quotes for the following items pursuant to the appropriate Purchasing Sections under Chapters 2.105 and 17.30 of the Santa Clara City Code. Staff is following the City Code provisions listed below for consistency and to ensure that best practices in public sector procurement are being followed:

- 2.105.280 "Informal Bidding" where the award recommendation is determined by the lowest cost bidder.
- 2.105.280(b) Purchases less than \$15,000 do not require competitive bidding.

Board approval is requested for the following items:

SBL Laserfiche support services (\$10,238) - The Stadium Authority and Stadium Manager uses

Docusign to execute SBLs. As the City's existing Laserfiche vendor, ECS' services are required to integrate SBLs that were and continue to be executed in Docusign into the Laserfiche repository so that the files can be archived and searched for pertinent SBL data (e.g., SBL account number, SBL seat, etc.). The Stadium Authority previously awarded a purchase order to ECS for integration services for scanned SBLs and training services, as described in more detail under a February 16, 2021 Stadium Authority report (# 21-251). Stadium Authority documents are separated from City documents in the Laserfiche repository.

Staff obtained a quote from ECS for processing and integrating Docusign executed SBLs into Laserfiche and one year of as needed support services and recommends retroactive award of purchase order to ECS for an amount not to exceed \$10,238. For full disclosure, in order to expedite the SBL integration project, ECS has completed the integration work for the Stadium Authority which accounts for \$1,838 out of the total amount. The remaining purchase order amount (\$8,400) is for as needed support services related to processing and integrating new Docusign SBLs. The Stadium Authority FY 2021/22 Operating Budget includes \$150,000 for Administrative Services, which includes Laserfiche Repository and SBL Integration to Repository.

Office Supplies and Equipment for Stadium Authority Staff (\$4,530 plus subsequent monthly service, tax, shipping and environmental fees) - New and existing staff in the Executive Director's and Stadium Treasurer's Offices require the following office supplies and equipment, and received quotes from the following vendors:

- Laptop: \$1,385 plus tax, shipping and environmental fees from Dell
- Computer monitors: \$1,145 plus tax, shipping and environmental fees for 5 monitors from Dell for multiple staff
- Laptop docking stations: \$520 plus tax, shipping and environmental fees for two docking stations from Dell for multiple staff
- Wireless keyboard and mouse: \$60 plus tax, shipping and environmental fees from Dell
- Wireless ergonomic keyboard: \$60 plus tax from Amazon
- Wireless ergonomic mouse: \$20 plus tax from Amazon
- Headset: \$58 plus tax from Amazon
- HDMI cable: \$10 plus tax from Amazon
- Cell phone: \$1,200 plus shipping and subsequent monthly service fee (estimated at \$13/month)
- Office chair: \$530 plus tax and shipping from Herman Miller

Staff recommends purchase of the various office supplies and equipment through the vendors that staff obtained quotes from, totaling \$4,988 plus subsequent monthly service, tax, shipping and environmental fees. The Stadium Authority FY 2021/22 General and Administrative Budget includes \$20,000 for Other Expenses such as routine office expenses.

Incurring Office Supplies and Equipment Expenses

There is approximately \$2,647 (plus subsequent monthly service, tax, shipping, and environmental fees) worth of office supplies and equipment expenses that were incurred by the Stadium Authority between November 23-30, 2021 that require retroactive Board approval. The supplies and equipment were purchased to onboard new Stadium Authority staff. There are sufficient funds in the Stadium Authority FY 2021/22 General and Administration Budget to cover these costs.

ENVIRONMENTAL REVIEW

The action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378(b)(5) in that it is a governmental organizational or administrative activity that will not result in direct or indirect changes in the environment.

FISCAL IMPACT

There are existing appropriations in the Stadium Authority FY 2020/21 Adopted Budget under General & Administration Budget to cover the costs of the Laserfiche integration and support services (\$10,238), office supplies and equipment for staff (\$4,988 plus subsequent monthly service, tax, shipping and environmental fees), and the costs incurred by the Stadium Authority for office supplies and equipment as detailed in Attachment 2 (\$2,647 plus subsequent monthly service, tax, shipping, and environmental fees) between November 23-30, 2021.

Together, this request totals \$17,873 plus subsequent monthly service, tax, shipping and environmental fees.

COORDINATION

This report has been coordinated with the Stadium Treasurer's Office and Chief Assistant City Attorney.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <<mailto:clerk@santaclaraca.gov>>.

RECOMMENDATION

1. Authorize the Executive Director to award a retroactive purchase order to ECS Imaging, Inc., in an amount not to exceed \$10,238, for Laserfiche integration and support services for DocuSign SBLs;
2. Authorize the Executive Director to transact purchases for the office supplies and equipment described in the report, in an aggregate amount not to exceed \$4,988 plus any associated subsequent monthly service, tax, shipping, and environmental fees; and
3. Approve the office supplies and equipment expenses detailed in Attachment 2 totaling \$2,647 plus any associated subsequent monthly service, tax, shipping and environmental fees that were incurred by Stadium Authority between November 23-30, 2021.

Prepared by: Christine Jung, Assistant to the Executive Director

Approved by: Deanna J. Santana, Executive Director

ATTACHMENTS

1. Office Supplies and Equipment Expenses Incurred by SCSA

Office Supplies and Equipment Expenses Incurred by Stadium Authority between November 23-30, 2021

| Vendor Name | Total Amount | Description | Expense Type in SCSA Budget | Date |
|-------------------------------------|--------------------|---|---|------------|
| Dell | \$ 1,673.97 | Laptop, computer monitor, keyboard and mouse for new Stadium Authority staff <i>*At the time of this report, staff has not received the final invoice yet so this amount does not include tax, shipping and environmental fees</i> | General and Administrative (Other Expenses) | 11/23/2021 |
| T-Mobile | 873.00 | Cell phone for new Stadium Authority staff <i>*At the time of this report, staff has not received the final invoice yet so this amount does not include shipping. There is also an additional monthly service fee (estimated at \$13/month) associated with the phone.</i> | General and Administrative (Other Expenses) | 11/23/2021 |
| Amazon | 68.16 | Headset and HDMI cable for new Stadium Authority staff <i>*At the time of this report, staff has not received the final invoice yet so this amount does not include tax and shipping fees</i> | General and Administrative (Other Expenses) | 11/23/2021 |
| Allied Network Solutions | 32.00 | Pro-rated Acrobat Pro DC Licensing Subscription for new Stadium Authority staff <i>*Valid until February 2022. Staff will request for separate Board approval for annual renewal</i> | General and Administrative (Other Expenses) | 11/30/2021 |
| TOTAL INCURRED ON 11/23/2021 | \$ 2,647.13 | | | |



Agenda Report

21-1126

Agenda Date: 12/7/2021

REPORT TO STADIUM AUTHORITY BOARD

SUBJECT

Action on the Santa Clara Stadium Authority Financial Status Report for Quarter Ending June 30, 2021

BOARD PILLARS

Ensure Compliance with Measure J and Manage Levi's Stadium
Enhance Community Engagement and Transparency

BACKGROUND

In Fiscal Year 2014/15 the Stadium Authority Board ("Board") requested that staff prepare quarterly Santa Clara Stadium Authority ("Stadium Authority") Financial Status Reports. These reports provide an update on the events held at Levi's Stadium, Stadium Authority finances, and the impact of Stadium Authority activity on the City of Santa Clara's ("City").

This report provides information covering the Stadium Authority's first (April 1, 2021 - June 30, 2021) quarter of the 2021/22 fiscal year.

The Adopted Stadium Authority Budget incorporates the estimated revenues and expenses for all Stadium Authority funds. The attached Financial Status Reports provide the budget to actual revenue and expense summaries for the operating, debt service, and capital funds. Analysis of the financial activity through the fiscal year measures the adherence to the budget and allows the Stadium Authority to monitor and project revenues and expenses. Any significant variances are explained in the reports.

Certain operating expense payments were withheld based on Board direction for the partial suspension of payments at the March 27, 2019 Stadium Authority Board meeting, based on the concern that public funds would be used to pay for expenses that were not legally procured, or compliant with prevailing wage law or self-dealing/ conflict of interest laws. At that meeting, the Board directed the Executive Director to only release public funds to ManagementCo when supporting documents have been submitted to show the expenses adhere to our agreements and State and local laws.

At the March 23, 2021 Stadium Authority Board meeting, the Executive Director was delegated authority to approve budget amendments of \$4.2 million to move funds from the Legal Contingency line item to Shared Expenses after the review of adequate documentations for costs based on Board direction. Subsequent to that direction, Stadium Authority staff met at Levi's Stadium on March 30, 2021 to review documentation for shared expenses. After follow-up meetings with the Stadium Manager, payments related to compensation that were reviewed and approved for monthly payment, totaling \$4.2 million for the fiscal year.

In addition, based on conversation at Stadium Manager-Stadium Authority Quarterly meeting, it was stated that the Utilities invoiced amounts were based on the budget, which did not factor utility costs to operate the vaccination site into consideration. Because the vaccination site is treated as an NFL sponsored event, these costs are not borne by the Stadium Authority based on the terms of the Stadium Lease Agreement. As the vaccination site was expected to operate for four to six months, the Stadium Authority requested that the portion estimated to be associated with the vaccination operations be credited back based on historical usage and per the lease requirements regarding expenses for NFL sponsored events. No additional information was provided by the Stadium Manager and the Stadium Authority continues to pay half of the invoiced amount until documentation showing a credit for the vaccination site utility usage is produced.

DISCUSSION

The attached financial status reports provide information covering the Stadium Authority's first (April 1, 2021 - June 30, 2021) quarter of the 2021/22 fiscal year. The reports summarize National Football League ("NFL") and non-NFL event activity at Levi's Stadium and describes the financial impact of these events on the Stadium Authority and City since FY 2014/15. The report also provides the budget to actual revenue and expense summaries for the operating, debt service, and capital funds. Analysis of the financial activity through the fiscal year measures the adherence to the budget and allows the Stadium Authority to monitor and project revenues and expenses. Any significant variances are explained in the report.

NFL Event Revenue and Expenses

There were no NFL games held in the first quarter of the 2021/22 Fiscal Year. Levi's® Stadium hosted the first 49ers pre-season game of the 2021 season on August 14, 2021, which will be included in the report for the second quarter.

Non-NFL Event Revenue and Expenses

There were no Non-NFL events held in the first quarter of the 2021/22 Fiscal Year. Non-NFL events are expected to resume in FY2021/22.

Stadium Builder Licenses ("SBLs")

SBLs account for 36% of the Stadium Authority's annual budgeted revenue in FY 2021/22. There is a total of 61,471 currently active SBLs which is 93% of the 66,066 total sellable SBL seats. The value of the active SBLs amount to \$538 million of which \$483.9 million has already been collected.

Stadium Authority Budgets

The detailed analysis of Stadium Authority budget to actual financials is provided in the attached Financial Status Reports. In summary, total operating revenues were \$6.8 million representing 10% of the overall budget for revenues and total operating expenses were \$3.2 million or 5% of the budget. The debt service fund was able to pay down \$14 million in debt, bringing total Stadium Authority debt down to \$282.8 million. Capital expenses were \$26 thousand representing <1% of the overall CIP budget.

ENVIRONMENTAL REVIEW

The action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378(b)(4) in that it is a

fiscal activity that does not involve any commitment to any specific project which may result in a potential significant impact on the environment.

FISCAL IMPACT

There is no fiscal impact to this report.

COORDINATION

This report was coordinated with the Stadium Manager per section 4.6 of the Management Agreement as well as the Stadium Authority Counsel's Office.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <<mailto:clerk@santaclaraca.gov>> or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

1. Note and file the Santa Clara Stadium Authority Financial Status Report for the Quarter Ending June 30, 2021.

Reviewed by: Kenn Lee, Treasurer

Approved by: Deanna J. Santana, Executive Director

ATTACHMENTS

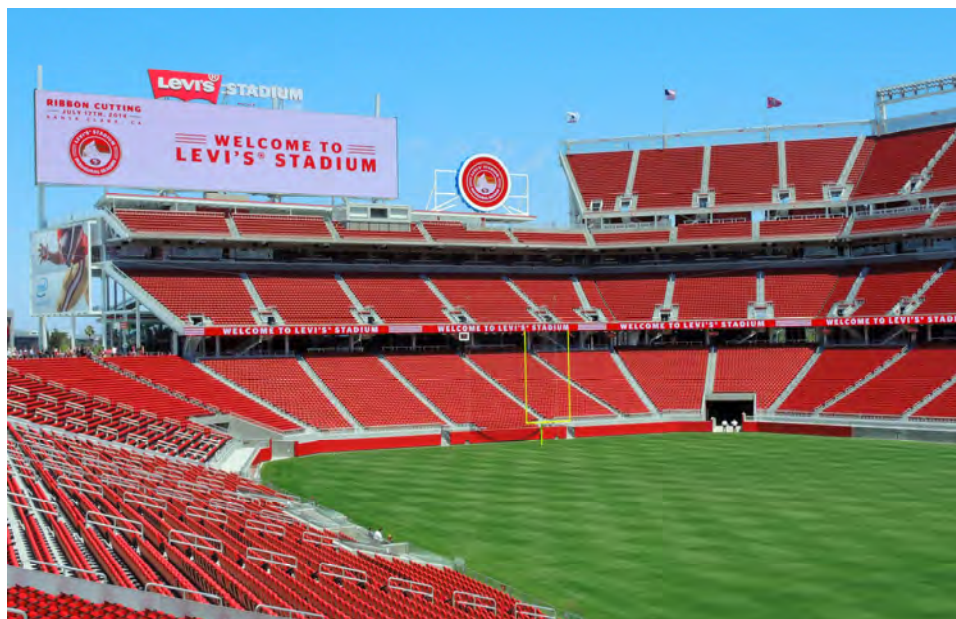
1. SCSA Financial Status Report for the Quarter Ending June 30, 2021

SCSA

Santa Clara Stadium Authority

SANTA CLARA STADIUM AUTHORITY FINANCIAL STATUS REPORT

Quarter Ending June 30, 2021



December 7, 2021

Table of Contents

| | |
|--|----|
| Introduction..... | 2 |
| NFL Events..... | 3 |
| Non-NFL Events..... | 3 |
| Discretionary Fund..... | 3 |
| Stadium Builder Licenses | 4 |
| Santa Clara Stadium Authority Budget Status Reports..... | 6 |
| <i>Operating Budget</i> | 6 |
| <i>Debt Service Budget</i> | 9 |
| <i>Capital Improvement Project Budget</i> | 12 |
| City of Santa Clara Net General Fund Impact..... | 14 |
| <i>Public Safety and Administrative Cost Reimbursement</i> | 14 |
| <i>Rents and Senior and Youth Fee</i> | 14 |
| <i>Other Revenue Impacts</i> | 14 |
| Glossary..... | 16 |

Introduction

This Santa Clara Stadium Authority ("Stadium Authority") Financial Status Report provides information covering the first quarter of the Stadium Authority's 2021/22 fiscal year (FY) which ended on June 30, 2021.

In addition to these quarterly reports, the Stadium Authority produces annual financial statements. The FY 2020/21 financial statements were audited by an external audit firm and presented to the Stadium Authority's Audit Committee on September 16, 2021 and the Stadium Authority Board ("Board") on September 28, 2021. Once presented to the Stadium Authority Board, the financial statements are published on the Stadium Authority's website.

The Stadium Authority also prepares a detailed budget prior to the beginning of each fiscal year. The FY 2021/22 budget was considered at a study session on March 9, 2021 and adopted by the Board on March 23, 2021.

Stadium Authority finances are structured so that the City of Santa Clara (City) is not liable for the debts or obligations of the Stadium Authority. All services provided by the City, including administrative and public safety, to the Forty Niners Stadium Management Company, LLC ("ManagementCo") or the Stadium Authority are fully reimbursed with Stadium Authority funds.

Methodology

Information provided in this report was based in part on documentation submitted by ManagementCo. Specifically, NFL and Non-NFL event statistics and financial information relating to Stadium Manager expenses are provided by ManagementCo. Stadium Authority staff is limited to a review of selected financial information submitted by ManagementCo, including some source documentation for Non-NFL events with attendance greater than 25,000, submitted 45 days after each event. More detailed documents are received over 90 days after the close of the fiscal year. For all other financial information, a full detailed review and/or audit of source documentation has not been completed by the Stadium Authority for this report.

The Stadium Authority has contracted with JS Held (formerly Hagen, Streiff, Newton, & Oshiro), a forensic accounting firm, to review and evaluate non-NFL event financial information from prior years, including source documentation. This report was discussed with the Board at the December 1, 2020 Stadium Authority Board meeting. The Stadium Authority is working with JS Held for the review of additional historical years.

The information provided reflects the best known and available at the time of the writing of this report and is subject to further revision when the full body of records becomes available and review is complete. Consequently, the Board's notation and filing of this report should not be considered an approval of the accuracy of the information in the report.

NFL Events

There were no NFL games held in the first quarter of the 2021/22 Fiscal Year. Levi's® Stadium hosted the first 49ers pre-season game of the 2021 season on August 14, 2021, which will be included in the report for the second quarter.

Non-NFL Events

This section provides annual and comparative data for Non-NFL Events categorized as events ranging from high school and college football games, international soccer matches, concerts, wedding fairs, and special events. Due to the pandemic, there were no Non-NFL Events held in the first quarter of the 2021/22 Fiscal Year. Non-NFL events are expected to resume later in FY2021/22; however, only smaller, non-ticketed events are currently scheduled.

Comparative data from all eight years of operations for the Non-NFL ticketed events and special events are shown in Table 1.

Table 1
Levi's® Stadium
Historical Non-NFL Event Statistics⁽¹⁾

| | 2014/15 Q1 Total ⁽²⁾ | 2015/16 Q1 Total | 2016/17 Q1 Total | 2017/18 Q1 Total | 2018/19 Q1 Total | 2019/20 Q1 Total | 2020/21 Q1 Total | 2021/22 Q1 Total |
|------------------------------------|------------------------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|
| No. of non-NFL Ticketed Events | - | 6 | 8 | 4 | 4 | 3 | - | - |
| No. of Tickets Sold | - | 284,352 | 351,837 | 90,456 | 115,661 | 57,344 | - | - |
| Non-NFL Ticket Surcharge | \$ - | \$ 1,137,408 | \$ 1,407,348 | \$ 361,824 | \$ 462,444 | \$ 229,376 | \$ - | \$ - |
| No. of Non-NFL Special Events | - | 62 | 31 | 25 | 24 | 20 | - | - |
| Non-NFL Special Event Attendees | - | 19,345 | 13,709 | 8,438 | 13,683 | 5,737 | - | - |
| Cars Parked at Offsite Lots | - | 27,215 | 34,376 | 7,939 | 10,495 | 5,251 | - | - |
| City Offsite Parking Fee | \$ - | \$ 133,898 | \$ 174,632 | \$ 41,600 | \$ 56,883 | \$ 29,563 | \$ - | \$ - |
| Cars Parked on Golf Course | - | 9,465 | 9,562 | - | - | - | - | - |
| City Golf Course Parking Fee | \$ - | \$ 47,325 | \$ 47,810 | \$ - | \$ - | \$ - | \$ - | \$ - |
| Stadium Public Safety Costs | \$ - | \$ 1,425,075 | \$ 1,721,055 | \$ 475,003 | \$ 707,108 | \$ 337,972 | \$ - | \$ - |
| Golf Course Public Safety Costs | \$ - | \$ 73,951 | \$ 39,905 | \$ - | \$ - | \$ - | \$ - | \$ - |
| Subtotal Event Public Safety Costs | \$ - | \$ 1,499,026 | \$ 1,760,960 | \$ 475,003 | \$ 707,108 | \$ 337,972 | \$ - | \$ - |
| Less: Offsite Parking Fee Credit | \$ - | \$ (133,898) | \$ (174,632) | \$ (41,600) | \$ (56,883) | \$ (29,563) | \$ - | \$ - |
| Reimbursable Public Safety Costs | \$ - | \$ 1,365,128 | \$ 1,586,328 | \$ 433,403 | \$ 650,225 | \$ 308,409 | \$ - | \$ - |
| Amount Reimbursed | \$ - | \$ 1,365,128 | \$ 1,586,328 | \$ 433,403 | \$ 650,225 | \$ 308,409 | \$ - | \$ - |

⁽¹⁾ Includes non-NFL special events.

⁽²⁾ The first event at Levi's Stadium was in August 2014 (the second quarter of the 2014/15 Fiscal Year).

Discretionary Fund

The Discretionary Fund is funded by revenue equal to 50% of the Non-NFL Ticket Surcharge of \$4 per ticket. Table 2 shows the revenues and expenses in the Discretionary Fund since FY2014/15. The balance at the end of this reporting period was \$2.3 million.

Table 2

| Discretionary Fund - Accrual Basis | | | | |
|------------------------------------|-------------------|------------|------------|----------------|
| Fiscal Year | Beginning Balance | Revenue | Expenses | Ending Balance |
| 2014/15 | \$ - | \$ 715,770 | \$ 714,028 | \$ 1,742 |
| 2015/16 | 1,742 | 1,238,542 | 699,129 | 541,155 |
| 2016/17 | 541,155 | 1,164,698 | 1,209,342 | 496,511 |
| 2017/18 | 496,511 | 768,564 | - | 1,265,075 |
| 2018/19 | 1,265,075 | 796,294 | 101,267 | 1,960,102 |
| 2019/20 | 1,960,102 | 367,748 | - | 2,327,850 |
| 2020/21 | 2,327,850 | - | 18 | 2,327,832 |
| 2021/22 | 2,327,832 | - | - | 2,327,832 |

Stadium Builder Licenses

The total principal value of currently active Stadium Builder Licenses (“SBLs”) is \$538 million and, as of June 30, 2021, 90% of the total principal value of all SBLs sold (i.e., \$483.9 million) had been collected.

SBL holders that finance their purchase pay an annual interest rate of 8.5% and payments are due by March 1st each year. The majority of SBL holders make their payments on time. For those that do not pay on time, SBL service staff, working for ManagementCo on the Stadium Authority’s behalf, contact the SBL holders and attempt to collect the full amounts owed. Ultimately, an SBL can be defaulted for non-payment. Once an SBL is defaulted, the SBL holder in default loses their right to buy season tickets as well as their priority rights to tickets to Non-NFL Events, and forfeits any money they had invested in the SBL. Defaulted SBLs are then available for resale.

There is a total of 61,471 currently active SBLs, or 93% of the 66,066 total sellable SBL seats. This is an increase of 1,103 from the total active SBLs at the end of the prior fiscal year (March 31, 2021). The main reasons for the increase are due to sale of new SBLs offset by the customer seat relocation program and default buy back. The customer seat relocation program allows customers to trade in their SBLs in return for others in a different location as long as the total face value of the new seats is equal to or greater than the original seats.

During the current reporting period, 1,125 SBLs were sold for a total face value of \$7.4 million. The customer seat relocation program resulted in an increase of \$1.7 million to the SBL face value, although the number of SBLs for this category decreased by 23. The reason for this is due to a relocation to a higher SBL Tier.

Additional details regarding currently active SBLs are noted in Table 3.

Table 3
Santa Clara Stadium Authority
Currently Active Stadium Builder License (SBL) Summary⁽¹⁾

| Through June 30, 2021 | | | | | | | | | | | |
|--|---------------------|------------------------------|---------------|---------------------|--------------|----------|----------------|-----------------------|-----------------------|---------------------------|--|
| Seat Value | SBL Seats Available | SBL Seats Sold as of 3/31/21 | New SBL Sales | Net SBL Relocations | SBL Defaults | Other | SBL Seats Sold | SBL Value | SBL Collected | % SBL Principal Collected | |
| 141,392 | 100 | 100 | - | - | - | - | 100 | \$ 14,082,625 | \$ 12,554,863 | 89.2% | |
| 80,000 | 942 | 925 | 7 | 4 | - | - | 936 | \$ 74,880,000 | \$ 69,831,580 | 93.3% | |
| 40,000 | 2 | 2 | - | - | - | - | 2 | \$ 80,000 | \$ 70,040 | 87.6% | |
| 30,000 | 4,945 | 4,463 | 72 | 24 | - | - | 4,559 | \$ 136,770,000 | \$ 125,891,079 | 92.0% | |
| 20,000 | 3,475 | 2,852 | 29 | 13 | - | - | 2,894 | \$ 57,880,000 | \$ 52,598,271 | 90.9% | |
| 15,000 | 7 | 7 | - | - | - | - | 7 | \$ 105,000 | \$ 90,571 | 86.3% | |
| 12,000 | 2,162 | 2,166 | 15 | 5 | - | - | 2,186 | \$ 26,232,000 | \$ 23,406,529 | 89.2% | |
| 10,000 | 7 | 7 | - | - | - | - | 7 | \$ 70,000 | \$ 66,002 | 94.3% | |
| 6,000 | 20,652 | 20,547 | 166 | 93 | - | - | 20,806 | \$ 124,836,000 | \$ 109,024,986 | 87.3% | |
| 5,000 | 14,306 | 13,302 | 403 | 25 | - | 1 | 13,731 | \$ 68,655,000 | \$ 59,685,268 | 86.9% | |
| 4,000 | 916 | 920 | - | (2) | - | - | 918 | \$ 3,672,000 | \$ 3,463,326 | 94.3% | |
| 3,000 | 91 | 91 | - | - | - | - | 91 | \$ 273,000 | \$ 238,724 | 87.4% | |
| 2,500 | 41 | 44 | - | - | - | - | 44 | \$ 110,000 | \$ 98,957 | 90.0% | |
| 2,000 | 18,387 | 14,907 | 433 | (183) | - | - | 15,157 | \$ 30,314,000 | \$ 26,891,006 | 88.7% | |
| 1,000 | 33 | 35 | - | (2) | - | - | 33 | \$ 33,000 | \$ 29,656 | 89.9% | |
| Total | 66,066 | 60,368 | 1,125 | (23) | - | 1 | 61,471 | \$ 537,992,625 | \$ 483,940,858 | 90.0% | |
| Plus: Interest on financed SBLs | | | | | | | | | 60,579,030 | | |
| Total Principal & Interest | | | | | | | | | 544,519,888 | | |

⁽¹⁾ This table does not include \$29.1 million that has been collected life-to-date from defaulted SBL holders.

Santa Clara Stadium Authority Budget Status Reports

Operating Budget

With 25% of the fiscal year complete, total operating revenues for the first quarter of the 2021/22 Fiscal Year were \$6.8 million representing 10% of the overall budget for revenues. The primary reason that revenue is below 25% is because there are not currently any Non-NFL events being held at the Stadium due to the pandemic and therefore the Stadium Authority is not receiving any revenue related to event attendance. The revenue affected by the pandemic includes NFL Ticket Surcharge, Non-NFL Event revenue, Non-NFL Event Ticket Surcharge and Senior & Youth Fees. The Stadium Authority is still collecting SBL proceeds, sponsorship revenue, Naming Rights revenue and rent, all of which are expected to meet budget this fiscal year. The Naming Rights revenue is collected twice a year, in October and February, and will be included in the Quarter 3 report. The Stadium rent earned from StadCo totaled \$6.7 million in Quarter 1. The first receipt of SBL proceeds this fiscal year amounted to \$11.6 million and will be included in the Quarter 2 report.

Total operating expenses were \$3.2 million, or 5% of the annual budget. The primary reason that total expenses are below 25% is due to timing of the debt service transfer that takes place in Quarter 2.

Other expenditures to note include shared stadium manager expenses. In the prior fiscal year, operating expense payments, except for insurance, were withheld based on Board direction for the partial suspension of payments at the March 27, 2019 Stadium Authority Board meeting, based on the concern that public funds would be used to pay for expenses that were not legally procured, or compliant with prevailing wage laws or self-dealing/conflicts of interests laws. At that meeting, the Board directed the Executive Director to only release public funds to ManagementCo for the payment of shared stadium manager expenses when supporting documents have been submitted to show those expenses adhere to our agreements and State and local laws. Separate from that partial suspension of payments, the Stadium Authority continued to pay for utilities, insurance, naming rights commission and costs associated with SBL sales and services.

For the current fiscal year, the Stadium Authority's FY2021/22 budget was adopted on March 23, 2021 and included the Stadium Manager's recommended Shared Expense budget of \$8.1 million in a Legal Contingency line item. The expenses that were included in the Legal Contingency line are Stadium Operations, Engineering, Guest Services, Groundskeeping, Security and the Stadium Management Fee. However, the Executive Director was delegated authority to approve budget amendments of \$4.2 million to move funds from the Legal Contingency line item to Shared Expenses after the review of adequate documentations for costs based on Board direction. Subsequent to that direction, Stadium Authority staff met at Levi's Stadium on March 30, 2021 to review documentation for shared expenses. After follow-up meetings with the Stadium Manager, payments related to compensation that were reviewed and approved for monthly payment, totaling \$4.2 million for the fiscal year.

Shared Stadium Manager expenses were at 22% of the budget, or \$1.6 million of the \$7.4 million budgeted amount and SBL Sales & Service expenses were 16% of the budget, or \$540 thousand. Naming Rights Commission amounted to \$44 thousand and, lastly, Stadium Authority G&A costs were \$581 thousand or 11% of the budget.

The Stadium Authority pays for all utility costs from February 1st through July 31st and the tenant (StadCo) pays for utility costs from August 1st through January 31st (Tenant Season). However, based on conversation at Stadium Manager-Stadium Authority Quarterly meeting, it was stated that the Utilities invoiced amounts were based on the budget, which did not factor utility costs to operate the vaccination site into consideration. Because the vaccination site is treated as an NFL sponsored event, these costs are not borne by the Stadium Authority based on the terms of the Stadium Lease Agreement. As the vaccination site was expected to operate for four to six months, the Stadium Authority requested that the portion estimated to be associated with the vaccination operations be credited back based on historical usage and per the lease requirements regarding expenses for NFL sponsored events. No additional information was provided by the Stadium Manager and the Stadium Authority continues to pay half of the invoiced amount until documentation showing a credit for the vaccination site utility usage is produced. Utility costs are 23% of the budget for the year, or \$371 thousand.

The current budget includes an estimated \$600,000 loss projected by the Stadium Manager for Non-NFL Events. The Stadium Manager invoiced the Stadium Authority \$150 thousand in estimated Non-NFL Events Expenses in this quarter. The invoice is premature, and the Stadium Manager did not provide adequate supporting documentation for the estimated expenses so the Stadium Authority withheld payments to this expense item in the first quarter.

As of the end of first quarter of FY 2021/22, the Stadium Manager issued approximately \$1.1 million in Notices of Default to the Stadium Authority for the unpaid Utilities, Non-NFL Event expenses and Non-Compensation Shared Stadium Manager expenses. These claims are in litigation.

Additional details are shown in Table 4.

Table 4
Santa Clara Stadium Authority
Operating Budget Status Report
For the Period Ending June 30, 2021 and 2020

| | Period Ending June 30, 2021 | | | | | Period Ending June 30, 2020 | | | | |
|--|-----------------------------|---------------------|---------------------|-----------------------------|------------|-----------------------------|----------------------|-----------------------------|------------|--|
| | Final Budget | Q1 Actuals | YTD Actuals | Budget to Actual Difference | % Received | Final Budget | YTD Actuals | Budget to Actual Difference | % Received | |
| Resources | | | | | | | | | | |
| Revenues | | | | | | | | | | |
| NFL Ticket Surcharge | \$ 8,665,000 | \$ - | \$ - | \$ 8,665,000 | 0% | \$ 8,665,000 | \$ - | \$ 8,665,000 | 0% | |
| SBL Proceeds | 23,682,000 | - | - | 23,682,000 | 0% | 24,213,000 | - | 24,213,000 | 0% | |
| Interest | 56,000 | 4,659 | 4,659 | 51,341 | 8% | 896,000 | 17,609 | 878,391 | 2% | |
| Non-NFL Event Revenue | - | - | - | - | NA | - | - | - | NA | |
| Net Revenues from Non-NFL Events | - | - | - | - | NA | 1,500,000 | - | 1,500,000 | 0% | |
| Naming Rights | 7,165,000 | - | - | 7,165,000 | 0% | 6,957,000 | - | 6,957,000 | 0% | |
| Sponsorship Revenue (STR) | 325,000 | 81,250 | 81,250 | 243,750 | 25% | 392,000 | 81,250 | 310,750 | 21% | |
| Rent | 24,762,000 | 6,741,100 | 6,741,100 | 18,020,900 | 27% | 24,762,000 | 6,190,500 | 18,571,500 | 25% | |
| Senior & Youth Program Fees | 232,000 | - | - | 232,000 | 0% | 230,000 | - | 230,000 | 0% | |
| Non-NFL Event Ticket Surcharge | 150,000 | - | - | 150,000 | 0% | 572,000 | - | 572,000 | 0% | |
| Bay Area Host Committee Reimbursement | - | - | - | - | NA | - | 727 | (727) | NA | |
| Other Revenue | - | - | - | - | NA | - | - | - | NA | |
| Revenues Subtotal | \$ 65,037,000 | \$ 6,827,009 | \$ 6,827,009 | \$ 58,209,991 | 10% | \$ 68,187,000 | \$ 6,290,086 | \$ 61,896,914 | 9% | |
| Total Resources | \$ 65,037,000 | \$ 6,827,009 | \$ 6,827,009 | \$ 58,209,991 | 10% | \$ 68,187,000 | \$ 6,290,086 | \$ 61,896,914 | 9% | |
| Expenses | | | | | | | | | | |
| Shared Stadium Manager Expenses | | | | | | | | | | |
| Stadium Operations | \$ 1,586,393 | \$ 386,890 | \$ 386,890 | \$ 1,199,503 | 24% | \$ - | \$ - | \$ - | NA | |
| Engineering | 1,543,240 | 314,610 | 314,610 | 1,228,630 | 20% | - | - | - | NA | |
| Guest Services | 242,553 | 49,445 | 49,445 | 193,108 | 20% | - | - | - | NA | |
| Groundskeeping | 93,809 | 19,125 | 19,125 | 74,684 | 20% | - | - | - | NA | |
| Security | 378,652 | 77,190 | 77,190 | 301,462 | 20% | - | - | - | NA | |
| Procurement | 311,412 | - | - | 311,412 | 0% | - | - | - | NA | |
| Insurance | 3,136,000 | 784,045 | 784,045 | 2,351,955 | 25% | 3,045,000 | 761,250 | 2,283,750 | 25% | |
| Stadium Management Fee | - | - | - | - | NA | - | - | - | NA | |
| Shared Stadium Mngr Exps Subtotal | \$ 7,292,059 | \$ 1,631,305 | \$ 1,631,305 | \$ 5,660,754 | 22% | \$ 3,045,000 | \$ 761,250 | \$ 2,283,750 | 25% | |
| Other Expenses | | | | | | | | | | |
| SBL Sales and Service | \$ 3,448,000 | \$ 540,000 | \$ 540,000 | \$ 2,908,000 | 16% | \$ 3,610,000 | \$ 606,000 | \$ 3,004,000 | 17% | |
| Senior & Youth Fees (paid to City) | 232,000 | - | - | 232,000 | 0% | 230,000 | - | 230,000 | 0% | |
| Non-NFL Event Expense | 600,000 | - | - | 600,000 | 0% | - | - | - | NA | |
| Ground Rent (paid to City) | 425,000 | - | - | 425,000 | 0% | 390,000 | - | 390,000 | 0% | |
| Performance Rent (paid to City) | - | - | - | - | NA | 555,000 | - | 555,000 | 0% | |
| Discretionary Fund Expense | 250,000 | - | - | 250,000 | 0% | 250,000 | - | 250,000 | 0% | |
| Utilities | 1,586,000 | 370,500 | 370,500 | 1,215,500 | 23% | 1,597,000 | 798,000 | 799,000 | 50% | |
| Use of StadCo Tenant Improvements | 26,000 | - | - | 26,000 | 0% | 73,000 | - | 73,000 | 0% | |
| Stadium Authority G&A | 5,115,000 | 580,570 | 580,570 | 4,534,430 | 11% | 4,581,000 | 508,710 | 4,072,290 | 11% | |
| Naming Rights Commission | 88,000 | 44,122 | 44,122 | 43,878 | 50% | 30,000 | - | 30,000 | 0% | |
| Legal Contingency | 3,966,941 | - | - | 3,966,941 | 0% | 9,231,000 | - | 9,231,000 | 0% | |
| Other Expenses | 388,000 | - | - | 388,000 | 0% | 1,400,000 | 193,000 | 1,207,000 | 14% | |
| College Football Playoff Expense | - | - | - | - | NA | - | 727 | (727) | NA | |
| Transfers Out | 41,262,000 | - | - | 41,262,000 | 0% | 42,847,000 | 22,888,899 | 19,958,101 | 53% | |
| Contribution to Operating Reserve | - | - | - | - | NA | 348,000 | - | 348,000 | 0% | |
| Other Expenses Subtotal | \$ 57,386,941 | \$ 1,535,192 | \$ 1,535,192 | \$ 55,851,749 | 3% | \$ 65,142,000 | \$ 24,995,336 | \$ 40,146,664 | 38% | |
| Total Expenses | \$ 64,679,000 | \$ 3,166,497 | \$ 3,166,497 | \$ 61,512,503 | 5% | \$ 68,187,000 | \$ 25,756,586 | \$ 42,430,414 | 38% | |
| Operating Reserve | | | | | | | | | | |
| Operating Reserve | \$ 9,693,657 | | \$ 11,940,523 | | | \$ 11,593,270 | \$ 11,592,741 | | | |
| Discretionary Fund | \$ 2,327,832 | | \$ 2,327,850 | | | \$ 2,302,075 | \$ 2,327,850 | | | |

Debt Service Budget

The Stadium Authority's FY 2021/22 debt service revenue budget of \$483 thousand represents anticipated contributions from the Community Facilities District (CFD). The CFD levies and collects a special hotel tax on hotel rooms within the CFD. All collections from the special CFD hotel taxes are contributed to Stadium Authority to pay down the CFD advance. The CFD Advance is payable solely from amounts actually received by the Stadium Authority from the CFD. During the first quarter, \$158 thousand was contributed by the CFD. The CFD collections have declined due to the County health orders related to the COVID-19 pandemic.

Total Stadium Authority debt service expenses for the current reporting period were \$17.6 million, 46% of the budgeted amount. The debt service expenses for the CFD Advance, the Term A Loan, and the StadCo Subordinated Loan were \$421 thousand, \$16.9 million, and \$318 thousand, respectively.

As of June 30, 2021, the total outstanding amount of Stadium Authority debt had declined to \$282.8 million. This is a reduction in principal of \$14 million from the March 31, 2021 outstanding debt amount of \$296.8 million.

Additional details are shown in Tables 5 and 6 and Chart 1.

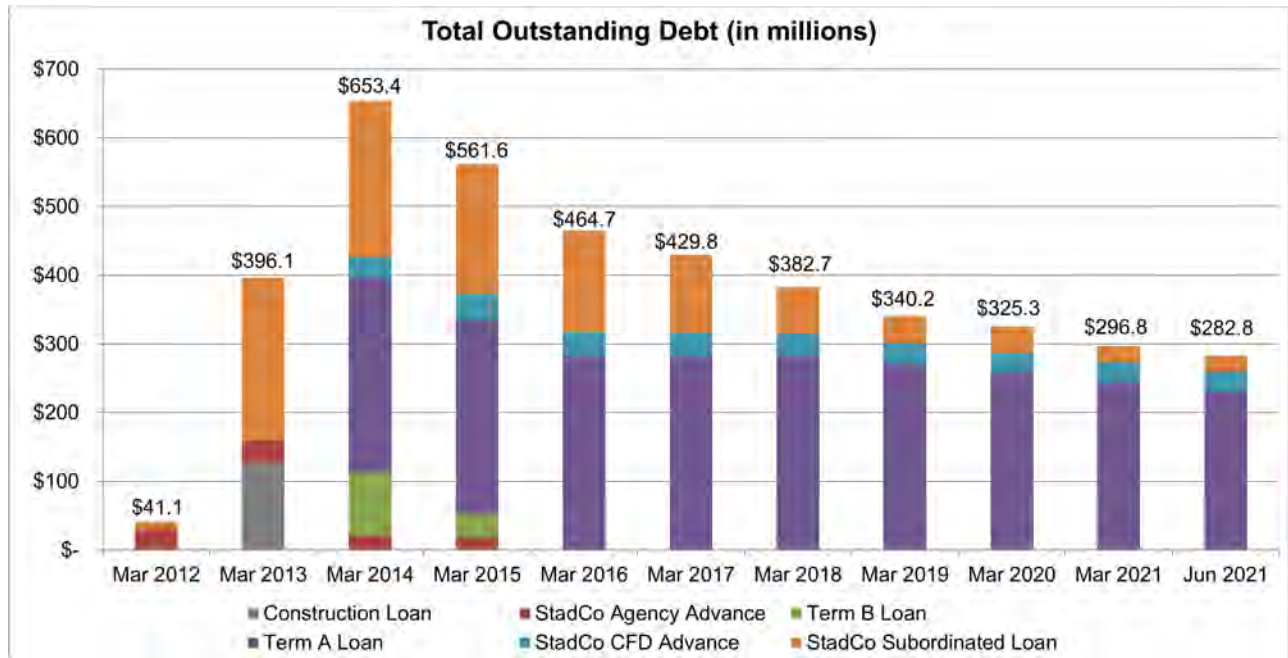
Table 5
Santa Clara Stadium Authority
Debt Service Budget Status Report
For the Period Ending June 30, 2021 and 2020

| | Period Ending June 30, 2021 | | | | | Period Ending June 30, 2020 | | | |
|---------------------------------|-----------------------------|----------------------|----------------------|-----------------------------------|------------|-----------------------------|----------------------|-----------------------------------|------------|
| | Final Budget | Q1 Actuals | YTD Actuals | Budget to Actual Difference | % Received | Final Budget | YTD Actuals | Budget to Actual Difference | % Received |
| Resources | | | | | | | | | |
| Revenues | | | | | | | | | |
| Contribution from CFD | \$ 483,000 | \$ 158,418 | \$ 158,418 | \$ 324,582 | 33% | \$ 4,028,000 | \$ 52,013 | \$ 3,975,987 | 1% |
| Revenues Subtotal | \$ 483,000 | \$ 158,418 | \$ 158,418 | \$ 324,582 | 33% | \$ 4,028,000 | \$ 52,013 | \$ 3,975,987 | 1% |
| Net Transfers In from Operating | 37,572,000 | - | - | 37,572,000 | 0% | 39,265,000 | 21,729,625 | 17,535,375 | 55% |
| Contribution from Fund Balance | - | 17,479,852 | 17,479,852 | (17,479,852) | NA | - | - | - | NA |
| Total Resources | \$ 38,055,000 | \$ 17,638,270 | \$ 17,638,270 | \$ 20,416,730 | 46% | \$ 43,293,000 | \$ 21,781,638 | \$ 21,511,362 | 50% |
| | | | | | | | | | |
| | Final Budget | Q1 Actuals | YTD Actuals | Budget to Actual Difference | % Used | Final Budget | YTD Actuals | Budget to Actual Difference | % Used |
| Expenses | | | | | | | | | |
| CFD Advance | \$ 483,000 | \$ 421,471 | \$ 421,471 | \$ 61,529 | 87% | \$ 3,989,000 | \$ 792,083 | \$ 3,196,917 | 20% |
| Term A Loan | 25,529,000 | 16,898,728 | 16,898,728 | 8,630,272 | 66% | 25,562,000 | 16,406,003 | 9,155,997 | 64% |
| StadCo Subordinated Loan | 12,043,000 | 318,071 | 318,071 | 11,724,929 | 3% | 13,742,000 | 13,893,380 | (151,380) | 101% |
| Total Expenses | \$ 38,055,000 | \$ 17,638,270 | \$ 17,638,270 | \$ 20,416,730 | 46% | \$ 43,293,000 | \$ 31,091,466 | \$ 12,201,534 | 72% |
| | | | | | | | | | |
| Debt Service Reserve | \$ 11,536,235 | | \$ 11,536,235 | | | \$ 11,536,235 | \$ 11,536,235 | | |
| Fund Balance | | | \$ 4,019,532 | | | | \$ 2,914,223 | | |

Table 6
Santa Clara Stadium Authority
Debt Summary Report
For the Period Ending June 30, 2021

| Type of Indebtedness | Interest Rates | Outstanding as of March 31, 2021 | Net Change | Outstanding as of June 30, 2021 |
|-----------------------------|----------------|----------------------------------|------------------------|---------------------------------|
| Stadium Funding Trust Loan: | | | | |
| Term A Loan | 5.00% | \$ 244,160,240 | \$ (14,022,000) | \$ 230,138,240 |
| StadCo CFD Advance | 5.73% | 29,502,893 | - | 29,502,893 |
| StadCo Subordinated Loan | 5.50% | 23,132,426 | - | 23,132,426 |
| Total | | \$ 296,795,559 | \$ (14,022,000) | \$ 282,773,559 |

Chart 1



Capital Improvement Project Budget

There were no projects completed during the first quarter of the fiscal year. However, significant progress has been made towards public safety purchases. The Rope Rescue Gear project is in progress and will be reported as complete in the coming quarterly reports.

A total of \$26 thousand has been spent in FY 2021/22, which amounts to 0.5% of the budget. The main reasons that this is below budget are (1) there has been little activity on warranty work which makes up 10% of the CIP Budget, and (2) a number of projects are behind schedule due to ManagementCo's inability to demonstrate compliance with State procurement and prevailing wage laws. As a result, capital projects have stalled. We continue to raise this issue with ManagementCo to ensure the Stadium Authority asset is maintained in a sufficient manner, and we believe that ManagementCo is working towards completing these duties for this fiscal year.

Additional details are shown below in Table 7.

Table 7
Santa Clara Stadium Authority
CIP Budget Status Report
For the Period Ending June 30, 2021 and 2020

| | Period Ending June 30, 2021 | | | | | Period Ending June 30, 2020 | | | |
|---------------------------------------|-----------------------------|----------------------|----------------------|-----------------------------------|-------------|-----------------------------|----------------------|-----------------------------------|------------|
| | Final Budget | Q1 Actuals | YTD Actuals | Budget to Actual Difference | % Received | Final Budget | YTD Actuals | Budget to Actual Difference | % Received |
| Beginning Balances | \$ 19,438,420 | \$ 20,805,741 | \$ 20,805,741 | \$ (1,367,321) | | \$ 17,837,300 | \$ 17,010,611 | 826,689 | |
| Resources | | | | | | | | | |
| Transfers In from Operating Budget | 3,690,000 | - | - | 3,690,000 | 0% | 3,582,000 | 1,159,274 | 2,422,726 | 32% |
| Transfers In from Stadium Manager | - | - | - | - | NA | - | - | - | NA |
| Total Resources | \$ 23,128,420 | \$ 20,805,741 | \$ 20,805,741 | \$ 2,322,679 | 90% | \$ 21,419,300 | \$ 18,169,885 | \$ 3,249,415 | 85% |
| | Final Budget | Q1 Actuals | YTD Actuals | Budget to Actual Difference | % Used | Final Budget | YTD Actuals | Budget to Actual Difference | % Used |
| | | | | | | | | | |
| Expenses | | | | | | | | | |
| Construction | 6,743,911 | - | - | 6,743,911 | 0% | 4,725,327 | - | 4,725,327 | 0% |
| Equipment | 5,734,770 | 26,229 | 26,229 | 5,708,541 | 0.5% | 6,460,557 | - | 6,460,557 | 0% |
| Contingency | 623,935 | - | - | 623,935 | 0% | 559,296 | - | 559,296 | 0% |
| Stadium Warranty Related Construction | 1,528,202 | - | - | 1,528,202 | 0% | 1,528,202 | - | 1,528,202 | 0% |
| Total Expenses | \$ 14,630,818 | \$ 26,229 | \$ 26,229 | \$ 14,604,589 | 0.2% | \$ 13,273,382 | \$ - | \$ 13,273,382 | 0% |
| Ending Balances | \$ 8,497,602 | \$ 20,779,512 | \$ 20,779,512 | | | \$ 8,145,918 | \$ 18,169,885 | | |

City of Santa Clara Net General Fund Impact

During the current reporting period there was a total of \$11,176 that was contributed to the General Fund as shown in Table 8. This section of the report also provides information on General Fund revenue and expenditure impacts resulting from the stadium.

Table 8

City of Santa Clara Net General Fund Impact

For Stadium Authority Fiscal Year to Date Ending June 30, 2021

| | | |
|--------------------------------------|-----------|---------------|
| Ground Rent | \$ | - |
| Performance Rent | | - |
| Senior and Youth Fee | | - |
| Tasman Lots Parking Fee | | - |
| Sales Tax | | 11,176 |
| <hr/> | | |
| Total Net General Fund Impact | \$ | 11,176 |

Public Safety and Administrative Cost Reimbursement

As described in earlier sections of this report, costs incurred by the City on NFL and non-NFL Events are tracked and billed to the Stadium Manager. Public safety costs incurred in support of NFL and non-NFL events occurring in FY2021/22 will be reimbursed in full to the City of Santa Clara.

In addition to public safety costs, administrative costs are also tracked and billed to the Stadium Authority. These include the cost of providing overall stadium management, financial, human resource, legal, and other services to the Stadium Authority. In the first quarter of FY 2020/21, a total of \$291 thousand of administrative costs were incurred by the General Fund, which have been reimbursed to the City.

Rents and Senior and Youth Fee

As noted above the City's General Fund did not collect any rents or Senior and Youth fees in the current reporting period.

Other Revenue Impacts

General Fund sales tax, property tax, and transient occupancy tax (TOT) collections have benefited from the direct and indirect economic activity related to stadium events.

Food and beverage concession sales and merchandise sales at Levi's® Stadium are taxable, resulting in sales tax revenue for the City. The last quarter of sales tax collections from Levi's® Stadium transactions generated \$11,176 for the City's General Fund. In addition to the direct sellers at the Stadium, other businesses in Santa Clara are benefiting

from the influx of people coming to attend one or more events at Levi's® Stadium, resulting in potentially more sales tax collections for the General Fund.

In accordance with State Law, StadCo must pay possessory interest property tax based on their lease of Levi's® Stadium from the Stadium Authority. This revenue is collected by the county and placed into the Redevelopment Property Tax Trust Fund (RPTTF). Amounts remaining in the RPTTF after paying any enforceable obligations of the Successor Agency are distributed to taxing entities in the same proportion as secured property taxes. The City's proportion is approximately 10%.

Many stadium events bring travelers to the region, resulting in hotel stays which generate TOT collections for the City's General Fund. Although it is impossible to say exactly what portion of the City's TOT collections is due to the stadium, it is clear that hotels both inside and outside the City have benefited, resulting in increases in TOT collections in Santa Clara and our neighboring cities.

Glossary

This section of the report provides details behind key terms that are used in the body of this report.

Discretionary Fund – The Amended and Restated Stadium Lease Agreement describes the Non-NFL Event ticket surcharge which is imposed by the Stadium Authority. All promoters or sponsors of ticketed Non-NFL Events are required to collect a Non-NFL ticket surcharge of \$4 per ticket on behalf of the Stadium Authority. One-half of these proceeds are used to cover Stadium Authority operating and maintenance costs. The other one-half of the proceeds are deposited in the Stadium Authority's discretionary fund. If at any time the discretionary fund balance exceeds \$1 million, then in consultation with the Stadium Manager, the Stadium Authority will determine if provision has been made for replacement and improvement of capital improvements contemplated under the public safety plan. If not, then funds will be reserved in the discretionary fund for such purposes. If adequate provision has been made for these items and the balance of the discretionary fund still exceeds \$1 million, then up to half of the amount over \$1 million can be transferred to the General Fund, in which event an equal amount will also be transferred from the discretionary fund to the Stadium Authority operating fund and will be included as revenue available to pay Stadium Authority expenses.

Ground Lease – The Ground Lease Agreement has an initial term of 40 years commencing on the date of substantial completion which was July 31, 2014. The amount of annual base ground rent that is payable by the Stadium Authority to the City is noted in the chart below.

| Lease Year | Fiscal Year | Annual Fixed Ground Rent |
|------------|-------------------|--------------------------|
| 1 | 2014/15 | \$ 180,000 |
| 2 | 2015/16 | \$ 215,000 |
| 3 | 2016/17 | \$ 250,000 |
| 4 | 2017/18 | \$ 285,000 |
| 5 | 2018/19 | \$ 320,000 |
| 6 | 2019/20 | \$ 355,000 |
| 7 | 2020/21 | \$ 390,000 |
| 8 | 2021/22 | \$ 425,000 |
| 9 | 2022/23 | \$ 460,000 |
| 10 | 2023/24 | \$ 495,000 |
| 11-15 | 2024/25 - 2028/29 | \$ 1,000,000 |
| 16-20 | 2029/30 - 2033/34 | \$ 1,100,000 |
| 21-25 | 2034/35 - 2038/39 | \$ 1,200,000 |
| 26-30 | 2039/40 - 2043/44 | \$ 1,300,000 |
| 31-35 | 2044/45 - 2048/49 | \$ 1,400,000 |
| 36-40 | 2049/50 - 2053/54 | \$ 1,500,000 |

Net Non-NFL Event Revenue – Net Non-NFL Event revenue is remitted by ManagmentCo to the Stadium Authority on a yearly basis. This is done annually because the final reconciliation of the Non-NFL Event revenues and expenses does not occur until after the conclusion of each fiscal year.

Beginning with FY 2018/19, the Stadium Authority budgeted the Non-NFL Event activity at gross, budgeting for revenue and expenses separately. In the prior fiscal years that activity was budgeted as a net amount.

NFL Ticket Surcharge – The Amended and Restated Non-Relocation Agreement states that the Team will collect a 10% NFL ticket surcharge on the price of admission to all NFL games on behalf of Stadium Authority.

Non-NFL Event Ticket Surcharge – The Stadium Lease Agreement requires that the promoter or sponsor of any Non-NFL Event collect a Non-NFL Event ticket surcharge of \$4 per ticket. The Lease Agreement sets aside one-half of the Non-NFL ticket surcharge for stadium operating and maintenance costs and one-half for discretionary expenses of the Stadium Authority.

Offsite Parking Fees – Parking lot operators who wish to operate a parking lot for sports or entertainment venues are required to go through the City's permitting process. If approved, per the City's Municipal Fee Schedule, these operators remit an offsite parking fee for each car that is parked for sports or entertainment events. This fee is designed to recover the public safety costs associated with these permitted offsite parking lots. Therefore, when invoicing for NFL or Non-NFL public safety costs for a particular event held at Levi's® Stadium, the offsite parking fee that is collected for said event partly offsets the total public safety costs owed for that event. In the City's FY 2021/22 (July 1, 2021 through June 30, 2022) the offsite parking fee is \$5.91.

Performance-Based Rent - The Amended and Restated Stadium Lease Agreement and the Ground Lease Agreement both describe the performance-based rent that is due to the City. (It is calculated as 50% of the net income from Non-NFL events less performance-based rent credits. The performance-based rent credits include 50% of the fixed ground rent for the current lease year.)

Public Safety Costs – For each NFL and Non-NFL Event held at Levi's® Stadium, a public safety plan is developed and implemented. Multiple City departments provide staffing, materials, and supplies to support the public safety plan. Services are provided through a combination of City staff, contracts with other agencies (California Highway Patrol, County Sheriff's Office, and City of Sunnyvale) and some vendor provided services.

The Amended and Restated Stadium Lease Agreement section 7.5 states that the tenant is responsible for reimbursing the City for the public safety costs attributed to NFL events at Levi's® Stadium. Additionally, Article 5 of the Stadium Management Agreement notes that the Stadium Manager is responsible for paying Non-NFL Event expenses on behalf of the Stadium Authority. Therefore, the cost of providing public safety services are tracked through the City's financial system and invoices are sent to the Stadium Manager. All of these costs are reimbursed to the City of Santa Clara.

Senior and Youth Program Fees – The Amended and Restated Stadium Lease Agreement requires that StadCo collect a Senior and Youth Program Fee of \$0.35 per NFL ticket sold on behalf of the Stadium Authority. Per section 8.2 of the Ground Lease Agreement between the City and the Stadium Authority, the Stadium Authority remits this fee to the City as additional rent to support senior and youth programs in the City.

Stadium Management Fee – The Stadium Manager receives an annual base management fee to manage Levi's® Stadium. The fee was \$400,000 in the first lease year and increases by 3% annually as detailed in the table below. This annual base management fee is split 50/50 between StadCo and the Stadium Authority since the Stadium Manager manages the stadium year-round for both entities. In addition to the base management fee, the Stadium Manager also receives a stadium marketing and booking fee (incentive fee) which is based on a percentage of the amount that the net income from Non-NFL Events exceeds the marketing and booking fee benchmark. The marketing and booking fee benchmark was \$5 million in the first lease year and also increases by 3% annually as detailed in the table below. The annual stadium management fee for each of the first ten lease years are noted in the chart below.

| Fiscal Year | Lease Year | Annual Base Stadium Management Fee (SCSA Share) | Stadium Marketing and Booking Fee Benchmark | Net Income from Non-NFL Events | Additional Stadium Marketing and Booking Fee | Total Stadium Management Fee |
|-------------|------------|---|---|--------------------------------|--|------------------------------|
| 2014/15 | 1 | \$ 200,000 | \$ 5,000,000 | \$ 5,207,553 | \$ 10,378 | \$ 210,378 |
| 2015/16 | 2 | 206,000 | 5,150,000 | 6,079,016 | 46,451 | 252,451 |
| 2016/17 | 3 | 212,180 | 5,304,500 | 5,316,894 | 620 | 212,800 |
| 2017/18 | 4 | 218,545 | 5,463,635 | 5,163,329 | - | 218,545 |
| 2018/19 | 5 | 225,102 | 5,627,544 | 18,591 | - | 225,102 |
| 2019/20 | 6 | 231,855 | 5,796,370 | (2,741,014) | - | 231,855 |
| 2020/21 | 7 | 238,810 | 5,970,261 | (509,649) | - | 238,810 |
| 2021/22 | 8 | 245,975 | 6,149,369 | | | |
| 2022/23 | 9 | 253,354 | 6,333,850 | | | |
| 2023/24 | 10 | 260,955 | 6,523,866 | | | |

Tasman Lots Parking Fees – The City collects a fee of \$5 per space for all cars that are parked on the Tasman surface lots during NFL events.



Agenda Report

21-1591

Agenda Date: 12/7/2021

REPORT TO STADIUM AUTHORITY BOARD

SUBJECT

Request from Stadium Manager for Retroactive Approval for Incurred Charges Related to the November 9-11, 2021 IMEX Conference

BOARD PILLAR

Ensure Compliance with Measure J and Manage Levi's Stadium

DISCUSSION

On November 2, 2021, the Stadium Manager submitted a request for retroactive approval of the following:

- November 9-11, 2021 IMEX Conference in Las Vegas, NV: Authorization to incur charges up to \$2,030 on travel expenses and potential client entertainment (\$1,750), opening night reception (\$180), and closing night reception (\$100).

The Stadium Manager's email describes this conference in more detail. Staff reviewed the request and asked the Stadium Manager to confirm that all travel and expense costs would follow their Business Expense Reimbursement Policy which sets forth the travel and expense costs that are reimbursable to Stadium Manager employees. The Stadium Manager has confirmed all travel and expense costs related to the IMEX conference will follow the Business Expense Reimbursement Policy.

The Stadium Manager's request totals a not to exceed amount of \$2,030 and if approved, will be charged to the Stadium Authority FY 2021/22, Non-NFL Events budget (Catered Events), Event Expenses/Advertising line item.

ATTACHMENTS

1. Stadium Manager's Email Request for Retroactive Approval and Follow Up Response
2. Stadium Manager's Business Expense Reimbursement Policy

From: [Ly, Vinette](#)
To: [Christine Jung](#)
Cc: [Deanna Santana](#)
Subject: RE: IMEX Conference
Date: Friday, November 5, 2021 3:59:36 PM
Attachments: [image001.png](#)
[image002.png](#)
[image006.png](#)
[image003.png](#)

Hi Christine,

I confirm that all travel and expense costs related to the IMEX conference will follow the Business Expense Reimbursement Policy that was sent to the Stadium Authority.

Thank you,
V.L. on behalf of
Larry MacNeil

VINETTE LY

Executive Assistant to the CFO
San Francisco 49ers
T 408.673.2034 | M 408.315.9736
SAP Performance Facility
4949 Marie P. DeBartolo Way
Santa Clara, CA 95054



#FTTB
[49ers.com](#)

From: Christine Jung <CJung@SantaClaraCA.gov>
Sent: Wednesday, November 3, 2021 3:11 PM
To: Ly, Vinette <Vinette.Ly@49ers.com>
Cc: Deanna Santana <DSantana@SantaClaraCA.gov>
Subject: RE: IMEX Conference

Hi Vinette,

Executive Director Santana forwarded me the Stadium Manager's request regarding the IMEX Conference. Can you confirm that all travel and expense costs related to the IMEX Conference request will follow the Business Expense Reimbursement Policy that was recently shared with the Stadium Authority for a separate conferences and meetings request?

Pending your response, we will place this request for retroactive Board approval on the December 7 agenda.

Sincerely,
Christine Jung | Assistant to the Executive Director
1500 Warburton Avenue | Santa Clara, CA 95050
D: 408.615.2218 | www.santaclaraca.gov/scsa

From: "Ly, Vinette" <Vinette.Ly@49ers.com>
Date: November 2, 2021 at 4:55:56 PM PDT
To: Deanna Santana <DSantana@santaclaraca.gov>
Subject: IMEX Conference

Dear Deanna,

I write to request SCSA approval for the Special Events Sales Team to attend IMEX America, a global conference for the events business community. By attending this conference, we plan to reconnect with past clients and obtain new leads both locally and nationally.

During our attendance at recent local sales events, we have learned that many of our industry partners will be attending this event as the industry begins to re-open and clients are eager to discuss event opportunities for 2022 and beyond.

IMEX America – Las Vegas (November 9 – 11, 2021)

IMEX America brings together a large cross-section of the global and US business events community, providing the traditional exhibition hall, networking events and educational courses along with the hosted buyer program. IMEX America is the first international event to open once the US travel ban lifts on November 8th. The special events, meetings and incentive industry is looking forward to returning to IMEX for a week of education, networking and reconnecting. As the industry begins to return to in-person events, sales conferences like IMEX are paramount to the rebuilding process and being able to meet with industry peers and buyers in person to understand new trends in events.

Education: With over 180 educational events provided for attendees, the conference provides an in-depth learning experience for industry professionals of all levels. Examples of some topics include: trends related to booking and executing events, understanding what clients are looking for in a post-pandemic recovery world, and how to manage new health and safety concerns. With an industry that changes based on health statistics and local/state guidelines, education is the first step towards understanding our business and how to remain flexible while also keeping health and safety as a top priority.

Networking: The opportunity to network with regional and national buyers, as well as

suppliers, is our number one reason for attending this event. Visiting tradeshow booths of local CVB partners and DMCs is vital to rebuilding partnerships and reintroducing Levi's Stadium Special Events. Many industry professionals on both the planning side as well as trusted suppliers (vendor partners) have moved companies and started new jobs, which opens the door to potential new business and access to new companies. After so many virtual meetings and events, being face to face with our business partners is important for future growth and development.

IMEX conference is one of the largest conferences in the meetings and events industry. While attending each year is important, this year's event promises to bring together an industry looking for peer support and provide an opportunity for suppliers to secure new business.

One of the many perks of this conference is there is no registration fee to attend the event. However, we would like to attend a few of the networking events and be able to host clients for one on one meetings. We are requesting approval to spend up to \$2,030 including the following: opening night reception (\$180), closing night reception (\$100), T&E (\$1,750). This expense would fall under the "Event Expenses/Advertising" line item in the non-NFL Event Marketing Budget, and we have ample room in the budget to cover this cost.

In order to capitalize on this opportunity, we will need to book travel and expenses immediately. Given the recent feedback from the SCSA on the desire to drive Non-NFL Event revenue, we would expect that this minor expense will be approved by the Board. Accordingly, we will proceed to book the flights now and respectfully request that you seek Board approval at your earliest opportunity.

Thanks for your attention to this matter.

V.L. on behalf of
Larry MacNeil

VINETTE LY

Executive Assistant to the CFO

San Francisco 49ers

T 408.673.2034 | M 408.315.9736

SAP Performance Facility

4949 Marie P. DeBartolo Way

Santa Clara, CA 95054



#FTTB

Business Expense Reimbursement Policy

Table of Contents

| | |
|---|----------|
| Overview | 2 |
| Business Purpose | 2 |
| Travel Expenses | 3 |
| Mileage | 3 |
| Airfare, Hotel, Rental Cars | 3 |
| Airfare | 3 |
| Hotel..... | 3 |
| Airport Transportation | 4 |
| Rental Cars..... | 4 |
| Meal Reimbursement..... | 4 |
| Business Entertainment | 5 |
| Personal Travel Expenses | 5 |
| Team Outings/Offsite Events..... | 5 |
| Employee Gifting..... | 6 |
| Office Equipment, FF&E | 6 |

Overview

The following provides an update on our business expense processes and reimbursement policies for business travel and other expenses.

The Business Expense Reimbursement Policy provides guidelines to reimburse staff for reasonable and necessary business expenses. All expense reports must be submitted through Concur. Please be timely in submitting your reimbursement request; reimbursements should be submitted within 60 days.

As a *general guideline*, an expense must meet the following criteria to qualify for reimbursement. The expense should be:

1. Necessary for the employee to perform their job and documented as such, and
2. Reasonable in cost – as always, common sense prevails

To streamline the process, employees will now book all airfare exclusively through Concur Travel. To assist with travel arrangements, we have added a dedicated travel resource who can assist with needs related to business travel. The travel service can be reached at Travel@49ers.com.

Employee expense reimbursements will no longer be accepted for air travel booked outside of the Concur Travel system. This update applies only to air travel and has no impact on hotel, auto, etc. As a reminder, **your supervisor with budget authority must pre-approve airfare and hotel reservations.**

Additionally, the importance of documenting a clear and concise business purpose for each expense line item cannot be overstated. The business purpose should be stated clearly and should relate directly to the employee's job responsibilities. This is necessary to help accounting determine the appropriate disposition of individual expense reimbursements. Failure to provide sufficient documentation will result in a delay in reimbursement. Below are general guidelines on the information that should be included when submitting expenses for reimbursement:

Business Purpose

When an expense report is submitted, you must provide a clear and detailed business purpose to support the expense.

Examples:

- Why was the expense incurred?
- What was purchased?
- What type of event does the business purpose relate to?
- When/where was the event?
- Please avoid using acronyms in the business purpose field.

The business purpose must be entered for each expense line on your Concur report. If there is not enough room, please continue your explanation in the Comments field. Incomplete information will delay reimbursement.

Travel Expenses

The Concur tool helps make managing business travel less time consuming. Concur will also help employees stay in compliance with the travel expense policies. As noted above, it is important for you to state a clear business purpose for all reimbursement requests.

Mileage: Mileage reimbursement is based on the maximum IRS standard mileage rate (56 cents per mile as of January 1, 2021) for use of a personal vehicle to travel from your normal place of work to another location for work (e.g., the airport for business travel). Current mileage rates can be found at <https://www.irs.gov/tax-professionals/standard-mileage-rates>.

- As a reminder, mileage from home to Levi's Stadium (i.e., normal commute) is not reimbursable per IRS guidelines. Mileage to and from a temporary place of work (meeting or conference) is reimbursable, less the mileage of the employee's normal commute.

Airfare, Hotel, Rental Cars: As noted above, airfare accommodations can only be booked through Concur via our travel partner, Direct Travel (Travel@49ers.com). Please work with Direct Travel or the individual in your department responsible for booking travel for assistance.

Airfare: Ensure that your Concur Profile is up to date with your legal name, address, DOB, and Travel Preference section filled out. Business purpose should be stated clearly as mentioned above. Some guidelines when booking airfare:

- The lowest coach/economy airfare with major carriers that works for the employee's travel schedule should be booked.
- Business Class and First-Class flights are not permitted. The only exception is if such travel is pre-approved by the President before purchase.
- Have flights booked as far in advance as possible to get reasonable fares.
- Any airfare of \$500 or more requires pre-approval by your supervisor with budget authority.
- Avoid booking flights and hotels based primarily on frequent flyer accounts if the cost is not reasonably close to comparable alternatives. Fees for airport clubs or frequent flyer programs are not reimbursable.
- Submit receipts for baggage fees, Wi-Fi, meals, etc.

Note: Airfare booked through Concur & Direct Travel will be paid by the Company directly. **The employee will not need to submit an expense report for airfare.**

Hotel: If needed, email Travel@49ers.com for booking assistance. The itemized hotel folio must be submitted; a hotel confirmation or other receipt showing payment is **not** considered to be sufficient documentation for reimbursement by the IRS.

- Hotel stays must be pre-approved by the budget manager. While high hotel costs are occasionally unavoidable (e.g., NFL-mandated meetings in NYC), as a general guideline, hotel stays for business travel should not exceed \$250 per night (plus taxes & fees). Attach supervisor email approval when submitting your expense report.
- Hotel stays can be booked via Concur. Unlike Concur's partnership with airlines through which the Company can pay airfare directly, hotels cannot be paid through Concur. Employees will pay for their own hotel stay and submit an expense report for reimbursement.
- Hotel stays for a conference in the Bay Area are generally not reimbursable.

- Other hotel expenses:
 - Parking – please self-park rather than valet whenever self-parking is available.
 - Room service – see *Meal Reimbursement* policy below.
 - Phone calls - reasonable phone charges are reimbursable if the employee has not been issued a company phone. Avoid excessive hotel long-distance charges.

Airport Transportation: In general, the mode of transportation used should be the most economical one suitable for the purpose of the trip.

- Mileage and economy parking will be reimbursed if parking at a Bay Area airport for business travel.
- Please use a shuttle, ride sharing service, or BART if the round-trip cost is less than economy parking at the airport.

Rental Cars:

- In general, the mode of transportation used should be the most economical one suitable for the purpose of the trip.
- When renting a car, employees should use the 49ers rental company accounts through Concur, unless these options are not available.
- As a general guideline, rentals should be mid-sized or full-sized cars. Please use your judgment and consider Lyft and Uber as alternative options.
- Employees booking rental cars through Concur can have the rental direct billed to the 49ers if using Hertz or Avis.
- If not booked through Concur, the employee will be responsible for the charges and will need to submit an expense report for reimbursement.
- Do not accept any insurance on rental vehicles – these charges will not be reimbursed.
- Please fill the vehicle with gas prior to returning it to avoid excessive “fill-up” charges added to the rental.
- Please reserve rental cars well in advance due to the high demand and lack of supply in the current market.

Meal Reimbursement:

- The employee in attendance who has the highest level of authority in a group should always pay for the expense (e.g., if a VP and a Director are at a business meal, the VP should pay).
- Staff meals are reimbursable up to a maximum of \$76 per full day (\$18 maximum for breakfast, \$22 maximum for lunch and \$36 maximum for dinner).
- Itemized receipts are required for reimbursement. Missing receipts will result in reimbursement delay.
- Overages for meals in certain high-cost cities will be reviewed on a case-by-case basis.
- Employees should note the business purpose of the meal, including the name/company of the person(s) in attendance, and submit the itemized receipt.

Business Entertainment

Business meals include reasonable amounts spent on food and other refreshments purchased in surroundings conducive to and including a business discussion with existing or prospective customers.

Entertainment expenses are reimbursable only if the entertainment will directly benefit Forty Niners Stadium Management Company or one of its clients (e.g. SCSA, StadCo, etc.), or if it directly precedes or follows a substantial and bona fide business discussion for the purposes of obtaining income or another business benefit.

Business entertainment expenses include, but are not limited to, such items as the cost of meals and beverages, and the cost of transportation directly related to the above.

If the employee is dining with others for business purposes, the meal and related expenses incurred are “entertainment,” not “meals.”

- “Entertainment” expenses require additional explanation on the expense reimbursement report.
- The expense report will include date, names of individuals, titles, and companies, as well as the business purpose (for example: “Lunch with SBL Customer prospect”. This will allow Accounting to charge the expense to the correct client.
- The most senior employee present should pay all business entertainment expenses.

Employees should always use their judgment and common sense when charging business meals and entertainment expenses.

Personal Travel Expenses

- As a reminder, airfare along with other personal travel expenses should not be booked on Concur or requested as a payroll deduction (AR1). Any such personal expenses (flights, hotel, meals, incidentals, etc.) should be paid directly by the employee (e.g., personal expenses incurred during hotel stay should be paid to hotel by employee via personal credit card). The only exception to the above is if personal expenses are pre-approved for payroll deduction via email by President AND the employee’s VP level manager. Personal expenses can also be pre-approved for payroll deduction by President AND ownership.

Team Outings/Offsite Events

- Team outings should be pre-approved by the budget manager and department VP prior to booking hotel and airfare.
- Expenses for the outing/event should follow the guidelines set above regarding hotel, airfare, meals, etc.

Employee Gifting

- Recognition for employees in the form of company gifts is administered through our Human Resources (HR) department. Expenses submitted for any “company” gifts that are not part of an HR initiative cannot be reimbursed. This includes gifts given in recognition of personal events or achievements unrelated to work (e.g., birthdays, weddings, baby showers) or in recognition of holidays (e.g., holiday gifts for employees are coordinated through HR).
- Please avoid using gift cards as incentives or employee gifts for work-related achievement. Gift cards and other non-cash gifts should be viewed as income and are taxable to the employee, even though they are not “cash.”

Office Equipment, FF&E

- Purchases of furniture, fixtures and equipment should be coordinated through your department VP and facilities (Bill Howell for SAP Performance Center or Stadium Operations for stadium purchases) and/or IT (computers and handheld devices).

Thank you for your assistance and cooperation. Please contact Esther Chi, Vice President, Controller or Chris Steele, Director, Accounting if you have any questions regarding the policy.



Agenda Report

21-1592

Agenda Date: 12/7/2021

REPORT TO STADIUM AUTHORITY BOARD

SUBJECT

Report from the Stadium Authority Regarding Stadium Manager's Request for Retroactive Approval for Incurred Charges Related to the November 9-11, 2021 IMEX Conference

BOARD PILLAR

Ensure Compliance with Measure J and Manage Levi's Stadium

BACKGROUND

Through the Stadium Management Agreement, the Forty Niners Stadium Management Company (Stadium Manager) manages and operates Levi's Stadium on behalf of the Stadium Authority for Non-National Football League (Non-NFL) Events, like concerts, sporting events, and non-ticketed events. On behalf of the Stadium Authority, the Stadium Manager is responsible for the marketing and booking of Non-NFL events among other duties at Levi's Stadium.

The Stadium Manager is requesting retroactive approval for the following marketing activity:

- November 9-11, 2021 IMEX Conference in Las Vegas, NV: Authorization to incur charges up to \$2,030 for travel expenses and potential client entertainment (\$1,750), opening night reception (\$180), and closing night reception (\$100).

Per the Stadium Manager, the cost for this activity will be charged to the Stadium Authority FY 2021/22 Non-NFL Events budget (Catered Events), Event Expenses/Advertising line item.

DISCUSSION

Staff reviewed the Stadium Manager's email request (see corresponding report #21-1591) and asked the Stadium Manager to confirm that the travel and expense costs would follow their Business Expense Reimbursement Policy that was previously shared with the Stadium Authority. The Stadium Manager confirmed that they would.

As part of a previous request to incur charges for marketing-related conferences and meetings, the Stadium Manager explained that alcohol consumption is a part of the business marketing that they utilize to pursue Non-NFL events. While the use of public funds for alcohol consumption is generally not permitted by public agencies, the legislative body of the public agency can authorize this business expense. Therefore, there is an appropriate Board recommendation transmitted in this report to authorize the use of public funds to cover alcohol consumption as detailed in the documents submitted by the Stadium Manager. Further, the Stadium Authority should be covered for the risk or liability arising from auto accidents or other such losses occurring at any of these marketing events (including liability arising from consumption of alcohol) pursuant to the Indemnification Clause in Article 12 of the Management Agreement.

As the Stadium Manager's request pertains to marketing activities, staff also reviewed it against the Draft 2021 Marketing Plan. While the Draft 2021 Marketing Plan was not mutually agreed upon, it is the only document that the Stadium Authority has that outlines the Stadium Manager's planned marketing efforts. The requested marketing activity aligns to one of the key initiatives ("Utilize Marketing Budget to Regenerate Active Event Pipeline") the Stadium Manager identified in their Draft 2021 Marketing Plan. The Stadium Manager planned to prepare for the return to in-person events to build out new packages, create a strategic communications plan and reintroduce Levi's Stadium to local and national clients through a marketing campaign. It had planned to achieve this by utilizing a marketing budget to communicate its message through digital advertising, client/prospecting events, sales events/trade shows, and swag/gifts. The marketing activity which the Stadium Manager is requesting to incur charges for falls under the sales events/trade shows category.

Based on this review, staff recommends approval of the Stadium Manager's retroactive request to incur charges for travel expenses, potential client entertainment, and receptions, including alcohol, for the described conference. The Stadium Authority will require full supporting documentation before respectively releasing public funds upon procurement of travel expenses, client entertainment, and reception fees. This requirement is consistent with the Stadium Authority Board's March 27, 2019 direction to staff to stop payment of any additional invoices for services unless there is substantial documentation of services rendered which must also be in compliance with State law and City Code.

ENVIRONMENTAL REVIEW

The actions being considered do not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378(a) as it has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment or pursuant to CEQA Guidelines section 15378(b)(4) in that it is a fiscal activity that does not involve any commitment to any specific project which may result in a potential significant impact on the environment.

FISCAL IMPACT

The Stadium Authority FY 2021/22 Non-NFL Events budget (Catered Events) contains \$70,000 for Event Expenses/Advertising. There are sufficient funds to cover the Stadium Manager's request to incur up to \$2,030 for the IMEX conference.

COORDINATION

This report has been coordinated with the Chief Assistant City Attorney and Stadium Treasurer's Office.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov.

RECOMMENDATION

1. Approve the Stadium Manager's retroactive request to incur charges up to \$2,030 to cover travel expenses, potential client entertainment, and reception fees, including the purchase of alcohol with

public funds, for Stadium Manager employee(s) for the November 9-11, 2021 IMEX Conference in Las Vegas, NV.

Prepared by: Christine Jung, Assistant to the Executive Director

Reviewed by: Deanna J. Santana, Executive Director



Agenda Report

21-1661

Agenda Date: 12/7/2021

REPORT TO COUNCIL

SUBJECT

Information and Update on the Ad Hoc Committee on the Apology Letter Relating to the City's California Voting Rights Act Litigation (Deferred from November 9 and 16, 2021)

COUNCIL PILLAR

Enhance Community Engagement and Transparency

BACKGROUND

At the July 13, 2021 City Council meeting, Council acted on a written petition submitted by Councilmember Becker requesting a public apology to the residents of Santa Clara for the California Voting Rights Act (CVRA) lawsuit. A draft letter was submitted along with the written petition and is provided in Attachment 1. At this meeting a motion was made by Councilmember Jain, seconded by Councilmember Becker, that the Council (1) issue an apology for having consumed the City's treasury for fighting a CVRA lawsuit, (2) establish a publicly noticed meeting of an Ad-Hoc Committee comprised of Councilmember Becker and Councilmember Park, and (3) return to Council for ratification of the letter at a later time.

The Ad-Hoc Committee on the CVRA Apology Letter Relating to the City's California Voting Rights Act Litigation (Ad-Hoc Committee) held its first meeting on October 13, 2021.

DISCUSSION

The purpose of the Ad-Hoc Committee is to edit the draft apology letter submitted by Councilmember Becker and return to the full City Council with a revised letter for review and approval.

At the October 13th Ad-Hoc Committee meeting, Councilmembers Becker and Park expressed interest in expanding the scope of the Ad-Hoc Committee by increasing community outreach to encourage the community to provide input on the letter. Specifically, the Ad-Hoc Committee members requested the following via a motion:

1. Schedule another Ad-Hoc Committee meeting with full City staff support including livestreaming of the meeting as the City Council meetings are streamed and advertised.
2. Set the Ad-Hoc Committee meetings for 7:00 p.m.
3. Promote the Ad-Hoc Committee and the survey on social media.
4. Have the Task Force on Diversity, Equity and Inclusion provide input on the draft letter.
5. Host a community workshop.
6. Place a survey on the City's website seeking feedback on the draft apology letter with the following materials for reference:
 - a. The draft apology letter submitted by Councilmember Becker;
 - b. An un-biased background/history on the CVRA Lawsuit, which is to be developed and

- approved by the City Council; and
- c. The recent City of San Jose Resolution Apologizing to the Chinese Immigrants and their Descendants for Acts of Fundamental Injustice and Discrimination, Seeking Forgiveness and Committing to the Rectification of Past Policies and Misdeeds (Attachment 2),

The City Manager noted at the meeting that she would return to City Council to report out on the expanded scope of the Ad-Hoc Committee.

Regarding the background and history on the CVRA lawsuit, a report was submitted to Council at its June 8, 2021 meeting outlining the history (Attachment 3). At that meeting, Council directed the City Attorney to return to a Council meeting with an updated report on California Voter Rights Act (CVRA) litigation to include the Councilmember recommended historical events additions. On August 18, 2021, the City Attorney sent a memo (Attachment 4) to City Council noting that as of the date of the memo, aside from a copy of the 2011 letter to the City from Robert Rubin sent by Councilmember Becker, no other information was received; therefore, there was no additional information to include in a revised report. Therefore, the only CVRA history on file is the one provided in Attachment 3.

ENVIRONMENTAL REVIEW

The action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378(b)(5) in that it is a governmental organizational or administrative activity that will not result in direct or indirect changes in the environment.

FISCAL IMPACT

There is no fiscal impact associated with this report other than administrative staff time.

COORDINATION

This report was coordinated between the City Attorney's Office and the City Manager's Office.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <<mailto:clerk@santaclaraca.gov>>.

RECOMMENDATION

1. Review expanded scope and provide direction on staff resources to support the committee; and
2. Review the provided history and background and provide feedback on what should be posted on the Open City Hall survey as a history.

Reviewed by: Sujata Reuter, Assistant City Attorney

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Draft Letter
2. San Jose Resolution
3. CVRA Background - RTC 21-803

4. Memo to City Council re referral on CVRA Litigation Report

07-13-21

ITEM # 11
RTC # 21-978

To the people of the City of Santa Clara,

July 11, 2021

In 2011, the City of Santa Clara received a letter and was advised that its at-large by-seat election system was infringing on the voting rights of the City's Asian American citizens which at the time made up 39% of the city's residents. The City of Santa Clara is a minority-majority city, yet Santa Clara didn't have a single minority Council Member since the Charter was approved in 1952.

The Council dismissed the concerns of a demographer's analysis which concluded the city was in jeopardy of a costly California Voting Rights Act (CVRA) lawsuit.

For the next six years City continued to ignore legal advice that the City remained in jeopardy. In 2016 before the elections, the city tried to avoid the fact that Santa Clara had received a letter threatening a CVRA lawsuit.

In 2017, the lawsuit we feared was filed. Instead of acknowledging the wrongdoing that had been done to Santa Clara's Asian American residents, the City chose to fight the lawsuit, insisting that not having a minority Council Member didn't prove that minorities were disadvantaged by the at-large system.

In 2018 Santa Clara lost the lawsuit. The judge ordered Santa Clara to adapt to 6 districts to elect council members and faced \$3.1 million to be awarded to the plaintiff's attorneys and over \$700,000 in its own legal bills. In result the city appealed the verdict and didn't back down.

In the end the city lost the appeal and their argument. After 10 years, the city owed the plaintiffs' attorneys over \$4 million in legal fees and paid \$1.5 million to its own attorney. Since going to districts Santa Clara has elected three minorities to council.

The Santa Clara City Council past and present owes an apology to its minority-majority population for clinging to a system that prevented them from exercising their rights under the Constitution to elect representatives of their choice.

The Santa Clara City Council also owes an apology to all of its residents for wasting over \$5 million that could make a difference in the City's fiscal circumstances right now.

We humbly offer those apologies today, and hope that with the support and participation of all our community, we will live up to our democratic ideals and truly make Santa Clara the center of what's possible for all our residents.

Sincerely,

The Santa Clara City Council and the City of Santa Clara.

Councilmember District Councilmember District

Councilmember District Mayor

Councilmember District

Councilmember District

POST MEETING MATERIAL

RESOLUTION NO. 80238

**A RESOLUTION OF THE COUNCIL OF THE CITY OF
SAN JOSE APOLOGIZING TO CHINESE IMMIGRANTS
AND THEIR DESCENDANTS FOR ACTS OF
FUNDAMENTAL INJUSTICE AND DISCRIMINATION,
SEEKING FORGIVENESS AND COMMITTING TO THE
RECTIFICATION OF PAST POLICIES AND MISDEEDS**

WHEREAS, between 1849 and 1853 about 24,000 young Chinese men immigrated to California and by 1870 there were an estimated 63,000 Chinese in the United States, 77% of whom resided in California; and

WHEREAS, Chinese immigrants were the primary workforce in developing Santa Clara County as the “fruit bowl of America” and San José was home to five Chinatowns including the first Market Street Chinatown (1866-1870), the Vine Street Chinatown (1870-1872), the Second Market Street Chinatown (1872-1887), the Woolen Mills Chinatown (1887-1902), and Heinlenville (1887-1931); and

WHEREAS, San José was a center of agriculture, and Chinese immigrants were critical to the economy, industry and progress of Santa Clara Country including in manufacturing and heavy construction, notably as workers on the San José Railroad and Santa Cruz-Monterey Line in the 1870s; and

WHEREAS, Chinese immigrants were met with virulent racism, xenophobia and the violence of anti-Chinese forces in San José from early on and denied equal protection before the law; and

WHEREAS, in 1869, the First Methodist Episcopal Church on 2nd and Santa Clara streets which taught Sunday school to Chinese immigrants was burned to the ground and the minister, Thomas S. Dunn, received death threats; and

WHEREAS, after passage of the Chinese Exclusion Act of 1882, which denied naturalization to U.S. citizenship and restricted Chinese immigration, anti-Chinese acts became institutionalized and empowered by federal, state, and local acts and anti-Chinese conventions were held in San José, including the first State Convention of the Anti-Chinese League in 1886; and

WHEREAS, the policies, resolutions, and other actions of the City of San José (“City”) and the City Council directly contributed to the xenophobic discrimination and racial violence faced by Chinese immigrants; and

WHEREAS, the City Council condemned all Chinese laundries on the basis they operated in wooden buildings after denying fourteen Chinese laundry operators who filed a petition on January 14, 1886 requesting to continue their laundry businesses, and Mayor G. T. Settle broke the tie vote and the motion before San José’s City Council to condemn Chinese laundries was carried; and

WHEREAS, the City made plans to remove San José’s Market Street Chinatown for the building of the new City Hall downtown and on March 25, 1887, an order declaring the Chinatown at Market and San Fernando Streets a public nuisance was unanimously approved by Mayor C. W. Breyfogle and the entire City Council; and

WHEREAS, the Market Street Chinatown succumbed to arson on May 4, 1887 before official action could be taken, leading to the destruction of homes and businesses and the displacement of 1,400 members of San José’s Chinese community; and

WHEREAS, on June 2, 1887, after the burning of the Market Street Chinatown, when John Heinlen requested permits for building a new Chinatown on his property, his request was declared out of order by the Mayor; and

WHEREAS, on June 8, 1887 at a mass rally of citizens gathered on the corner of Fifth and Jackson Street to protest the building of a new Chinatown a resolution drafted by Mayor Breyfogle and the entire City Council was read to the crowd stating that a Chinatown is “a public nuisance, injurious to private property adjacent thereto, dangerous to the health and welfare of all citizens who live and have homes in its vicinity, and a standing menace to both public and private morals, peace, quiet and good order, and etc.”; and

WHEREAS, on July 25, 1887 the City Council voted to allow only materials made by white labor in the construction of the new city hall; and

WHEREAS, in 1888, despite vehement opposition from the City and its citizenry, John Heinlen finished construction of the new Chinatown which would be known as Heinlenville and last for 44 years until 1931; and

WHEREAS, in 1949, the City voted to demolish the historic Ng Shing Gung Temple building and take over the property despite attempts by the Chinese community to save the temple as a historic landmark; and

WHEREAS, the City stored the historic Ng Shing Gung altar under the Municipal Stadium where it suffered damage from outdoor exposure for the next 40 years until the Chinese Historical and Cultural Project (“CHCP”) was asked to work with the city on collection and maintenance of artifacts found in the building of the Fairmont Hotel in 1987; and

WHEREAS, the Chinese Exclusion Laws were repealed in 1943 and subsequent federal legislation officially banned racial bias in immigration and citizenship, a fundamental step in the struggle for racial equality and justice in the United States;

WHEREAS, the CHCP built a replica of the historic temple building, installed exhibits of Chinese American history of the Santa Clara Valley, and gifted the Museum to the City as a token of friendship and forgiveness from the Chinese American community in 1991; and

WHEREAS, the recent rise in anti-Asian violence and racial discrimination demonstrates that xenophobia remains deeply rooted in our society; and

WHEREAS, Asian-Americans are still considered perpetual foreigners; and

WHEREAS, the story of Chinese immigrants and the dehumanizing atrocities committed against them in the 19th and early 20th century should not be purged from or minimized in the telling of San José's history; and

WHEREAS, the City must acknowledge and take responsibility for the legacy of discrimination against early Chinese immigrants as part of our collective consciousness that helps contribute to the current surge in anti-Asian and Pacific Islander hate; and

WHEREAS, a genuine apology for the role of the City in this history and legacy is an important and necessary step in the process of racial reconciliation; and

WHEREAS, an apology for grievous injustices cannot erase the past, but admission of the historic wrongdoings committed can aid us in solving the critical problems of racial discrimination facing America today;

NOW, THEREFORE, BE IT RESOLVED THAT THE COUNCIL OF THE CITY OF SAN JOSE:

- 1) Apologizes to all Chinese immigrants and their descendants who came to San José and were the victims of systemic and institutional racism, xenophobia, and discrimination;
- 2) Acknowledges acts of fundamental injustice, terror, cruelty, and brutality, including the dismantling and destruction of the city's Chinatowns;
- 3) Recognizes the contributions and resilience of the Chinese community and their commitment to fostering reconciliation and friendship; and
- 4) Resolves to rectify the lingering consequences of the discriminatory policies of the City of San José, and to use this resolution as a teaching moment for the public to move forward towards justice for all.

ADOPTED this 28th day of September, 2021, by the following vote:

AYES: ARENAS, CARRASCO, COHEN, DAVIS, ESPARZA,
FOLEY, JONES, JIMENEZ, MAHAN, PERALEZ,
LICCARDO.

NOES: NONE.

ABSENT: NONE.

DISQUALIFIED: NONE.



SAM LICCARDO
Mayor

ATTEST:



TONI J. TABER, CMC
City Clerk



Agenda Report

21-803

Agenda Date: 6/8/2021

REPORT TO COUNCIL

SUBJECT

Report from the City Attorney on California Voter Rights Act (CVRA) Litigation (Continued from May 25, 2021)

COUNCIL PILLAR

Enhance Community Engagement and Transparency

BACKGROUND

The Council has requested a report on the City's expenditures with respect to defending the Yumori-Kaku v. City of Santa Clara litigation (CVRA litigation). Because the reasonableness of the expenditures cannot be assessed without a completely transparent disclosure of the events that occurred throughout the litigation, I have attached to this report a Chronology of the key dates that are tied to the expenditures of the City and of the plaintiffs, respectively.

In order to draw conclusions about when litigation costs could have been avoided in the course of a lawsuit, it is critical to understand the difference between lawsuits in which the City is a defendant and lawsuits in which the City is the plaintiff.

Most of the time that the City becomes a party to litigation, it is the result of another party filing a complaint against the City as a defendant. When this happens, the City cannot terminate the litigation unilaterally. It must either participate in the litigation through trial in an effort to obtain a verdict in its favor, or convince the plaintiffs to settle the case and dismiss the complaint against the City.

When the City takes the very rare step of suing another entity or person, it serves and files a complaint on a defendant. In such cases, the City can unilaterally terminate such litigations by simply filing a dismissal of the complaint. Usually, this step will only occur if there is some type of settlement with the defendant. This was **not** the case in the CVRA litigation. Therefore, once the plaintiffs sued the City, the City was not in control of terminating the litigation.

The CVRA was a lawsuit that was brought against the City as defendant. Thus, the plaintiffs had the upper hand as to when and how the litigation could be terminated. As will be explained in detail in this report, until February 2021 the CVRA plaintiffs never offered to dismiss their case or otherwise enter into a settlement that was acceptable to the City Council. Thus, despite two separate ballot measures proposed by the two Charter Review Committees to end the at-large by-seat voting system, plaintiffs opposed these solutions to end the litigation.

DISCUSSION

The City of Santa Clara has been addressing the issue of changing the way it elects its Council

members since as early as 2011 when it first received a letter from Robert Rubin, one of two lawyers in California who has extensively threatened litigation under the provisions of the California Voter Rights Act (CVRA). Attached to this report is a Chronology of the events regarding the City's efforts.

In reaction to the receipt of Mr. Rubin's 2011 letter, the Council empaneled the first of what would grow to be four Charter Review Committees to conduct a public process to consider ballot measures to amend the City Charter. Although there was sentiment to move away from the numbered seat system in the City Charter and explore a ranked-choice voting system, the 2011 Charter Review Committee ultimately did not propose charter amendment to put on the 2012 ballot.

The next consideration of changing the City Charter began in October of 2015 when, after a recommendation from the Ethics Committee, the City Council convened another Charter Review Committee to consider amendments. The 2015 Charter Review Committee recommended 4 charter amendments all of which passed, but did not recommend an amendment to change the City's system for electing council members. It is unclear what the impetus for the creation of this Committee was because there is no record of a letter from Mr. Rubin until October of 2016, just before the November 2016 election.

After the election, which failed to elect Asian American candidates in city-wide elections, Mr. Rubin inexplicably withdrew his threat to sue to prevent the seating of the white candidates who had opposed the minority candidates that lost.

The next Charter Review Committee to take on conducting a public process to consider amendments to the City Charter was created by the City Council on April 11, 2017.

The 2017 Charter Review Committee consider several different possible charter amendments. There was virtually no public input indicating a desire to keep the at-large by-seat election process. In a unanimous recommendation, the Charter Review Committee unanimously recommended Measure A which the City Council unanimously approved putting on the June 2018 ballot. Measure A would have created two council districts represented by 3 council members each to be elected using a ranked-choice system of voting.

In October 2017, Mr. Rubin sent another letter to the City Council demanding that City Council members be elected by a district system rather than the at-large system in the City Charter. Despite the fact that there was a clear indication that Santa Clarans were interested in moving away from the current numbered-seat city-wide Charter provisions for electing its council, in December 2017 Mr. Rubin, GDBH and the Asian Law Alliance filed a complaint against the City of Santa Clara demanding a judicial change to the City's at large election system and seeking attorney fees under the CVRA. The judge in the CVRA case, Superior Court Judge Thomas Kuhnle, bifurcated the litigation into two phases. The first phase was to determine liability, i.e. whether the City's at-large Charter provisions denied protected classes of voters of Asian ancestry from electing representatives of their choice. The liability phase of the trial proceeded in parallel with the campaign period for the June 5, 2018 election at which Measure A was on the ballot.

It was believed that if Measure A would have passed, there was a substantial possibility that Judge Kuhnle would decide that the CVRA lawsuit was moot because the charter provision at issue in the case would no longer be in effect. Indeed, Judge Kuhnle held off on finalizing his Statement of

Decision on the liability phase of the trial until June 6, 2018, the day after the election on Measure A. It also appeared that plaintiffs also believed that the passage of Measure A would have ended their lawsuit because during the campaign, their representatives reportedly urged a “no” vote “so that they would win the lawsuit.”

During the motions regarding the award of attorneys’ fees for the case, it was revealed that plaintiffs’ law firm expended approximately \$50,000 in unreported campaign in-kind services against the passage of Measure A. If the judge had declared the plaintiffs’ case moot by reason of the charter having been amended, the litigation would have ended, limiting both the City’s costs, as well as creating the very real possibility that the City would have not be obligated to pay plaintiffs’ fees and costs. In this case, the City’s costs might have been limited to the \$500K to 700K range.

After receiving the election results indicating that Measure A had not passed, the CVRA litigation proceeded to the “remedies” phase. Judge Kuhnle ordered the City to engage in a “districting” process that involved a series of public hearings that paralleled the provisions of the state Elections Code. Recognizing that there would not be sufficient time to adhere to the strict provisions of the Code, the judge’s order imposed a series of public hearings on a very tight time frame in July 2018 in order to have an order mandating district elections in time for the November 2018 election.

In compliance with the judge’s order the City Council convened a districting committee to draw up alternative maps for the judge to consider in creating a by-district voting system. Ultimately the court ordered the City to adopt the six-district map that the districting committee had recommended, and the 2018 and 2020 elections were held using this map.

On August 15, 2018, the City filed an appeal of Judge Kuhnle’s decision.

The Council also placed Measure N on the November 2018 elections. Measure N was an advisory measure that asked the voters the following question:

Shall the City of Santa Clara engage the voters in a public process to draft a Charter Amendment ballot measure to elect its Council Members, other than the Mayor, by district?

Measure N received a 70% yes vote. In response to the voters’ approval of Measure N, the City Council convened a Charter Review Committee to conduct robust public outreach to determine what type of district election system should be proposed for a Charter Amendment. The Charter Review Committee recommended that the Charter be amended to proceed with the six-district system for the 2020 election, but then transition to a three-district system with two council members to represent each district to be elected at alternating elections.

In January 2019 plaintiffs moved for an award of their fees and costs as prevailing parties in the litigation. The City moved to reduce their requested award of \$4.1 million. The City’s outside counsel spent approximately \$163K in successfully reducing the amount of the fees to \$3,164,955.61, producing a net savings of \$1,073,100.14.

Following the filing of the appeal, plaintiffs moved for a calendar preference in the Court of Appeal which issued an order stating the it would decide the case by March 10, 2020.

It was believed that if Measure C had passed, it would have rendered the appeal moot, ending the litigation. On February 1, 2019, Richard Konda sent a letter to the 49ers asking them to fund a campaign against Measure C. A copy of Mr. Konda's letter is attached to this report. Ultimately, Jed York spent almost \$700K to defeat Measure C, which would prevent the possibility of the Court of Appeal dismissing the case on the grounds of mootness. A dismissal of the case on the ground of mootness could have resulted in limiting the City's expenses to its own outside counsel expenses, as well as gaining substantial leverage in settling with the plaintiffs on the question of paying their costs.

Although the Court of Appeal had issued an order that it would rule on the appeal by March 10, 2020, it was not until November 2020 that it set December 17, 2020 as the date for oral argument.

The November 2020 election was held in accordance with the trial court order with four council members elected from districts under the court-ordered map.

The Court of Appeal held oral argument in the case on December 17, 2020 and issued its ruling on December 30, 2020. The Court upheld the trial court's decision that the City Charter sections providing for a city-wide numbered-seat election system for council elections to be in violation of the CVRA.

On February 12, 2021, the City paid plaintiffs' fees and costs in the amount of \$3,830,090.21 that had been awarded in Amended Judgment for the trial phase of the litigation.

On April 21, 2021, the City and plaintiffs entered into a settlement agreement requiring the City to pay the plaintiffs an additional amount of \$712,500 for their fees and costs on appeal. The settlement agreement requires the City to place a charter amendment on the June 2022 ballot to change its charter provisions from the city-wide system to a six- district system for the election of its council members.

Expenditures

The City's total expenditures to outside counsel in connection with the CVRA matter was approximately \$1.5 million. Those expenditures included approximately \$105K in prelitigation advice with respect to potential charter amendments (Measure A), \$750K in litigation costs through trial, \$163K in expenditures to reduce plaintiffs' attorneys fees award; \$12K in expenditures for advice associated with Measure C; \$430K in fees and costs on the appeal; and \$40K expended on post-appeal settlement efforts.

The total amount of payments to plaintiffs to satisfy the judgments that City Council agreed to was \$4,542,590.21. This included payment of \$3,830,090.21 in satisfaction of trial court judgment inclusive of fees and costs and interest, and an additional \$712,500 for plaintiffs' fees and costs on appeal.

CONCLUSION

Several false narratives advanced against the City Council's decision-making process in defending the CVRA lawsuit warrant correction:

- In defending against the litigation, the Council was motivated by its desire to defend the voters of Santa Clara against the claim that they had elected council members in a racially polarized manner under the at-large provisions of the City Charter. The Council was not attempting to preserve the at-large system in the Charter; it had consistently taken the position that it would ask the voters to amend the Charter to move away from an at-large system to a district-based system.
- Measures A, N and C are all evidence of the City Council's position that it was not seeking to preserve the Charter's at-large election system.
- The City Council was also committed to an inclusive public process in the form of convening two Charter Review Committees to hear from the public about what type of election system to transition to. The Council adopted the recommendations of each of the Committees as to how the Charter should be amended; the Council did not assert its political preferences over the Committee recommendations in placing these measures on the ballot.
- Finally, with the intervention of \$50K in opposition to Measure A, and \$700K in opposition to Measure C by outside parties in alignment with plaintiffs, one could easily draw the conclusion that it was plaintiffs, rather than the City Council, that achieved preservation of the Charter's at-large voting system. Ironically, plaintiffs now concede that a vote of the people is required to amend the Charter provisions in order to bring Santa Clara in alignment with the requirements of the CVRA.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <<mailto:clerk@santaclaraca.gov>> or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

Note and file report.

Approved by: Brian Doyle, City Attorney

ATTACHMENTS

1. CVRA Chronology
2. February 1, 2020 Konda Letter

CVRA Chronology

| Date | Event | Notes | City's Fees ¹ | Plaintiffs' Fees |
|------------|--|--|--------------------------|------------------|
| 2011 | First threat letter from Robert Rubin | Unable to locate copy | | |
| 01/24/2012 | Council approves Charter Review Committee recommendations | <ul style="list-style-type: none"> o Charter be changed to allow At Large Elections o Consider Proportional Representation voting system by end of calendar year 2012 and possible implementation by 2014 o Create a program to encourage voter registration among minorities and allocate funds to monitor the system by January 1, 2013 to address voter registration for the 2014 election o Address the "Barriers to City Council Service" list (attached to November 17, 2011 minutes) with extreme regard to candidate recruitment | | |
| 11/06/2012 | City Council Election | | | |
| 10/05/2015 | Ethics Committee requests staff to bring the concept of a review of City Charter provisions to the City Council for consideration | | | |
| 10/13/2015 | CONFERENCE WITH LEGAL COUNSEL- ANTICIPATED LITIGATION pursuant to Gov. Code 54956.9(d)(2) – Exposure to litigation Number of potential cases: 1 | <p>"No reportable action"</p> <p>???</p> | | |
| 10/27/2015 | City Council Agenda Item 19b | MOTION was made by Caserta, seconded and unanimously carried (Marsalli absent), that the Council approve the creation of a Charter Review Committee to consider i) the manner of electing Members to the City Council; ii) City Council compensation; and iii) whether other Charter elements are no longer in compliance with current laws or best practices; direct that the Committee consist of no more than 15 members, including one individual selected by each Council Member and the Mayor, one member to be appointed | | |

¹ Approximate amounts

CVRA Chronology

| | | | | |
|------------|--|---|--|--|
| | | by the Citizens Advisory Committee, one member to be appointed by the Chamber of Commerce, and six at-large members to be selected by the City Council. | | |
| 02/04/2016 | Charter Review Committee Meeting Discussion on Election of Councilmembers | The City Attorney (Ren Nosky) stated the City of Santa Clara has not been sued, but that several cities have been challenged on their at-large voting and that it has been devastating to those cities. California Voting Rights Act allows cities to self-correct before going into court action. He also stated that the courts cannot impose a charter change, but can mandate district elections. | | |
| 2016 | Charter Review Committee | Recommended 4 Charter Amendments but did not include ballot measure on Council Elections | | |
| 10/06/2016 | Robert Rubin letter | | | |
| 11/08/2016 | City Election | | | |
| 11/15/2016 | CONFERENCE WITH LEGAL COUNSEL- ANTICIPATED LITIGATION Pursuant to Gov. Code 54959.9(e)(2) – Exposure to litigation Number of potential cases: 1 (FACTS AND CIRCUMSTANCES) City as potential defendant: October 6, 2016, letter from Attorney Robert Rubin regarding City's alleged violation of the California Voting Rights Act | | | |
| 12/6/2016 | From: Richard Nosky To: Debi Davis, Dominic Caserta, Jerry Marsalli, Kathy Watanabe, Lisa Gillmor, Pat Kolstad, Teresa O'Neill Cc: Rajeev Batra, Rod Diridon, Mike Sellers, Lynn Garcia, Jennifer Yamaguma Date: 12/06/2016 8:37 AM Subject: Voting Rights Issue | | | |

CVRA Chronology

| | | | | |
|------------|---|---|--|--|
| | <p>All—</p> <p>Attorney Robert Rubin contacted me yesterday evening to inform me that he and his client will no longer seek to get an injunction against certifying the 2016 election results. Instead, they will focus on the 2018 election and file their lawsuit early next year. The effect of this is not totally clear yet, but it paves the way for the new council to be sworn in on December 13th. We will keep you advised of further developments. Call me if you have any questions.</p> | | | |
| 04/11/2017 | <p>City Council directs the creation of a Charter Review Committee to include review of the City's election method with a focus on district and other methods of electing members to the City Council in time for the June 2018 primary election.</p> | <p>Charter Review Committee Members: Tino Silva (Chair) Keith Stattenfield (Vice Chair), Chris Horton, Hosam Haggag, Hazel Alabado, Steve Lodge, Markus Bracamonte, Jodi Muirhead, Saskia Feain, Beverly Silva, Mary Hanna-Weir, Teresa Sulcer</p> | | |
| 07/18/2017 | <p>Charter Review Committee makes <i>unanimous</i> recommendation for 2 Districts with 3 Councilmembers each with Single Transferable Voting system</p> | <p>MOTION was made by Davis, seconded and unanimously carried (Kolstad absent), that the Council approve the 2017 Charter Review Committee's recommendations as itemized; direct the City Manager and Interim City Attorney to draft a Charter Amendment to submit to the 2017 Charter Review Committee for review; and direct the City Manager and Interim City Attorney to bring a report to the Council by December 2017</p> | | |
| Aug 2017 | <p>Rubin sends notice letter alleging that proposed system of voting is an at large election system</p> | | | |
| Oct 2017 | <p>Rubin sends another notice letter</p> | | | |

CVRA Chronology

| | | | | |
|------------|---|--|-----------|--|
| 11/30/2017 | Complaint for violation of the California Voting Rights Act of 2001, Elections Code §§ 14025, et seq. | | | |
| 12/05/2017 | Council approves Charter Committee's unanimous recommendation | MOTION was made by Davis, seconded and unanimously carried (Mahan absent), that the Council approve the Charter Review Committee's recommendations 1) approve the proposed Charter amendment language to: a) Elect City Council Members by two districts (e.g., District 1 and 2) with three Council Members representing each district; b) Elect the three Council Members at the same time per district alternating/staggering between gubernatorial and presidential election years; c) Utilize Single Transferrable Vote, a form of Ranked Choice Voting, as soon as the Santa Clara County Registrar of Voters Office can support such a system and continue with the City's current voting method of plurality until the County can support the new voting method; d) Transition to include: In 2018, elect two members to four-year terms in District 1 and in 2020, elect one member to a two-year term in District 1 and three members to four-year terms in District 2; and e) Change the voting method of all other elected officers, including Mayor, City Clerk, Chief of Police, to match the recommended voting method of CONCURRENT MEETING MINUTES – December 5, 2017 Page 9 of 10 Council Members (Ranked Choice Voting by means of Single Transferrable Vote) beginning in 2020 with the election of the City Clerk and Chief of Police, and then subsequent elections thereafter and 2) direct the City Manager and the Interim City Attorney to initiate the process to draw the districts with public outreach | | |
| 12/27/2017 | First Amended Complaint | | \$105,000 | |
| 1/23/2018 | Closed Session: Item C | | | |
| 03/06/2018 | Council places Measure A on June ballot 6-0-1 (Mahan absent) | <i>Shall the City Charter be amended: to establish two districts starting in 2018 to be represented by three council members each; and when available, use ranked choice voting to allow voters to select candidates in order of choice to determine the winners of elections of all city elected officers?</i> | | |
| 3/27/2018 | Closed Session: Item 18-377 | | | |
| 4/18/2018 | Closed Session Item 18-502 | | | |

CVRA Chronology

| | | | | |
|-------------|--|--|--|--|
| 4/25/2018 | Trial | | | |
| 4/30/2018 | Post-Trial Briefing Order | | | |
| 5/8/2018 | Closed Session: Item 18-625 | | | |
| 05/15/2018 | Councilmember Caserta resigns | | | |
| 05/15/2018 | Court issues Proposed Statement of Decision – Liability Phase | | | |
| 5/22/2018 | Closed Session: Item 18-738 | | | |
| Spring 2018 | Plaintiffs’ attorneys bill \$47,750 of time involving political and media activities in opposition to Measure A which are eventually disallowed by the court | There is no record that these expenditures in opposition to Measure A were ever reported | | |
| 6/5/2018 | Election - Measure A | | | |
| 6/6/2018 | Statement of Decision Issued by Court | Court finds City of Santa Clara in violation of CVRA, trial will proceed to remedies phase | | |
| 6/12/2018 | Closed Session: Item 18-834 | | | |
| 6/12/2018 | Council consideration of appointment of Council member to vacant seat | Councilmembers Mahan and Kolstad vote against the following 5 candidates who are members of a protected class under CVRA: <ul style="list-style-type: none"> • Eversley Forte • Hosam Haggag • Kevin Park • Suds Jain • Mohammed Nadeem | | |
| 06/21/2018 | Closed Session: Item 18-887 | | | |
| 06/26/2018 | Closed Session: Item 18-964 | | | |
| July 2018 | Public Hearings conducted by the court-ordered Ad-hoc Advisory Districting Committee: Yuki Ikezi (Chair), Stephen Ricossa, Bobbi Estrada | Provided public input for creation of six district map to Judge Kuhnle | | |
| 7/5/2018 | Closed Session: Item 18-964 | | | |
| 7/10/2018 | Closed Session: Item 18-970 | | | |

CVRA Chronology

| | | | | |
|------------------------|---|--|-----------|--|
| 7/16/2018 | Council places Measure N on November ballot | Measure N Ballot Question: Shall the City of Santa Clara engage the voters in a public process to draft a Charter Amendment ballot measure to elect its Council Members, other than the Mayor, by district? | | |
| 7/16/2018 | Closed Session: Item 18-1011 | | | |
| 7/17/2018 | Closed Session: Item 18-1013 | | | |
| 7/18/2018 | Remedies phase of Trial | | | |
| 7/20/2018 | Closed Session: Item 18-1047 | | | |
| 7/23/2018 7/23/2018 | Statement of Decision regarding Remedies Phase of Trial Closed Session: Item 18-1050 | Mayor, Watanabe, Davis, O'Neill, Mahan: Reject plaintiffs' offer 5-0 | | |
| 7/24/2018 | Amended Statement of Decision re: Remedies Phase of Trial; Judgment | | | |
| 7/24/2018 | Closed Session: Item 18-1052 | | | |
| 7/27/2018 | Notice of Entry of Judgment | | \$750,000 | |
| 08/07/2018 | Council adopts Resolution 18-8585 | Six-District Map adopted, call for election of councilmembers for Districts 2 and 3 in November 2018 | | |
| 8/15/2018 | Notice of Appeal on Judgment filed | City does not appeal council districts ordered by the Court; does not seek a stay of the Court's order | | |
| 8/21/2018 | Closed Session: Item 18-1151 | | | |
| 11/06/2018 | General Election | City Wide Election: Lisa Gillmor Mayor Hossam Haggag City Clerk Measure N – 70% District 2: Raj Chahal District 3: Karen Hardy | | |

CVRA Chronology

| | | | | |
|------------|--|--|-----------|--|
| 01/22/2019 | Order re: Motion for Attorneys' Fees | Plaintiffs request: \$4,238,055.75 Judge reduces amount to: \$3,164,955.61 Net reduction: \$1,073,100.14 | \$163,000 | |
| 01/22/2019 | Amended Judgment entered | | | |
| 05/07/2019 | City Council approval of the creation of a Charter Review Committee to implement voter-approved Measure N | | | |
| 06/04/2019 | Closed Session Item 19-704 | | | |
| 07/10/2019 | The City Council appointed Charter Review Committee members | District 1 - Benjamin Cooley District 2 - Steven Silva District 3 - Christine Koltermann District 4 - Katherine Almazol District 5 - Sudhanshu Jain District 6 - Stephen Ricossa At-Large - Richard Bonito | | |
| Oct 2019 | Appeal is fully briefed | | \$430,000 | |
| 11/05/2019 | Charter Review Committee recommendation presented to Council | <ul style="list-style-type: none"> • 6 District System for 2020 election with transition to 3 Two-Member District System • 30-day residency requirement • Independent redistricting committee | \$12,000 | |
| 11/19/2019 | Council (4-2) adopts resolution placing Charter Review Committee Recommendation for Measure C on the March 2020 Ballot (Hardy and Mahan oppose, Chahal absent) | Shall the City Charter be amended to elect city council members by district, excepting the mayor, as follows: for the 2020 election to establish six districts for the election of one council member to represent each district; and, beginning in 2022 to establish three districts for the election of two council members to represent each district; and to require an independent redistricting committee? | | |
| 02/01/2020 | Letter from Richard Konda to R. Chandhok | "My purpose in writing is to request the 49ers organization help to defeat Measure C in Santa Clara placed on the ballot for the March election." | | |

CVRA Chronology

| | | | | |
|---------------|--|---|-------------|----------------|
| February 2020 | Jed York spends \$700K in No on C campaign | | | |
| 03/03/ 2020 | Statewide Primary Election | Measure C loses | | |
| 12/17/2020 | Oral Argument 6 th District Court of Appeal | | | |
| 12/30/2020 | Court of Appeal issues ruling | Upholds Trial Court decision | | |
| 02/12/2021 | City pays Amended Judgment Amount | Fees and Costs = \$3,339,505.51 Interest = \$490,584.70 | | \$3,830,090.21 |
| 04/21/2021 | Settlement Agreement signed | Requires additional payment for fees and costs on appeal of \$712,500 | | |
| 04/23/2021 | Second Amended Judgment Entered City pays additional amount to plaintiffs | | \$40,000 | \$712,500.00 |
| | TOTALS | | \$1,500,000 | \$4,542,590.21 |

February 1, 2020

Mr. Rahul Chandhok
San Francisco 49ers
4900 Marie P DeBartolo Way
Santa Clara, CA 95054

Dear Mr. Chandhok:

First, we'd like to wish the team good luck tomorrow. What a great accomplishment to reach the Super Bowl this year. Congratulations.

My purpose in writing is to request the 49ers organization help to defeat Measure C in Santa Clara placed on the ballot for the March election. I write on behalf of Reverend Jethroe Moore II of the San Jose- Silicon Valley NAACP, Victor Garza of La Raza Roundtable and former State Assemblyman Paul Fong.

As a valued community organization in Santa Clara, we know the 49ers share our collective and steadfast belief that we can build strong and healthy communities when all of our voices are heard and represented. For that reason, we urge you to join us in our fight to defeat Measure C.

Measure C would amend the Santa Clara city charter to reduce City Council districts from six to three, with the consequence of disenfranchising minority and underserved communities. To be clear, if passed, Measure C would institutionalize anti-democratic elections in Santa Clara that would deny many in the community equal representation on the City Council—a fact that has been affirmed by the Santa Clara County Courts.

In 2018, the Santa Clara County Superior Court ruled that the city's at-large election system was a direct violation of the California Voting Rights Act. Furthermore, the Court mandated Santa Clara adopt a six-district election system that guarantees that members elected to the City Council live and reflect the needs of the communities they serve.

In nearly 40 years, Santa Clara has only elected one non-white City Council member. And that member was elected under the new system of six council districts. Santa Clara's economic and cultural vibrancy is enhanced by its rich diversity. There is no doubt that there is a better democracy and a better Santa Clara when that diversity is reflected and represented in local government.

Measure C is bad for democracy and bad for Santa Clara. Nevertheless, there are those who want to maintain the antiquated and illegal system of government for political power motives. These individuals are invested in the passage of Measure C. We simply cannot allow that to happen.

We hope that you will join us publicly and with resources to reach the voters in ensuring Measure C is defeated on March 3, 2020.

We look forward to discussing this further.

Sincerely,

Richard Konda
Executive Director
Asian Law Alliance
408-823-0799
rgkonda@hotmail.com

*organizations listed for identification purposes only

Council and Authorities Concurrent Meeting on 2021-06-08 4:00 PM

Meeting Time: 06-08-21 16:00

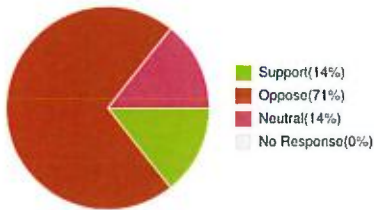
eComments Report

| Meetings | Meeting Time | Agenda Items | Comments | Support | Oppose | Neutral |
|--|----------------|--------------|----------|---------|--------|---------|
| Council and Authorities Concurrent Meeting on 2021-06-08 4:00 PM | 06-08-21 16:00 | 61 | 7 | 1 | 5 | 1 |

Sentiments for All Meetings

The following graphs display sentiments for comments that have location data. Only locations of users who have commented will be shown.

Overall Sentiment



Council and Authorities Concurrent Meeting on 2021-06-08 4:00 PM

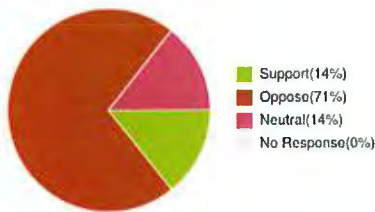
06-08-21 16:00

| Agenda Name | Comments | Support | Oppose | Neutral |
|--|----------|---------|--------|---------|
| STUDY SESSION | 2 | 0 | 1 | 1 |
| 4.P 21-803 Report from the City Attorney on California Voter Rights Act (CVRA) Litigation (Continued from May 25, 2021) | 1 | 0 | 1 | 0 |
| 6. 21-810 Public Hearing: Adoption of a Resolution Setting Rates for Overall Solid Waste Services and Annual Clean-up Campaign in the Exclusive Franchise Area (Continued from May 25, 2021) | 3 | 1 | 2 | 0 |
| 12. 21-824 Action on Censure of Councilmember Watanabe and Admonishment of Mayor Gillmor | 1 | 0 | 1 | 0 |

Sentiments for All Agenda Items

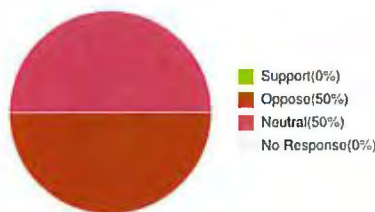
The following graphs display sentiments for comments that have location data. Only locations of users who have commented will be shown.

Overall Sentiment



Agenda Item: eComments for STUDY SESSION

Overall Sentiment



Annabel Gong

Location:

Submitted At: 8:07pm 06-08-21

Thank you City Council and Mayor for supporting RJJT. I had a comment about the \$20 flat rate ticket fee: im not sure it is equitable to have such a high price (more than a movie ticket) for families to come see a community theatre show. I hope we can find a way to make theatre more affordable for all audience members and theatre participants in Santa Clara.

Sally SC

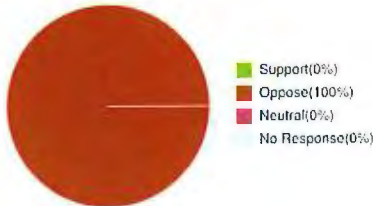
Location:

Submitted At: 6:03pm 06-08-21

No cuts to public safety! If our city was really in such a bad way, we wouldn't still be trying to hire more positions in the City Manager's office. How do you justify hiring there, yet not in other departments? Give the residents the level of service they deserve in this city, a fully staffed police department and fire department.

Agenda Item: eComments for 4.P 21-803 Report from the City Attorney on California Voter Rights Act (CVRA) Litigation (Continued from May 25, 2021)

Overall Sentiment



Sally SC

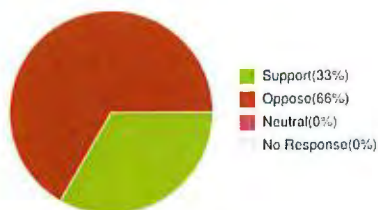
Location:

Submitted At: 6:08pm 06-08-21

The public apology people are asking for is ridiculous. Let's just all move along already.

Agenda Item: eComments for 6. 21-810 Public Hearing: Adoption of a Resolution Setting Rates for Overall Solid Waste Services and Annual Clean-up Campaign in the Exclusive Franchise Area (Continued from May 25, 2021)

Overall Sentiment



David Bonafede

Location:

Submitted At: 12:06am 06-09-21

The fact that this continues to be pushed and argued is quite ridiculous. The city and Green Waste are already in contract. This was already voted upon by council, and the city staff has moved forward based on that vote. THIS IS HOW A DEMOCRACY WORKS! If the current city council does not like the result, then they must wait until the current contract ends before a new negotiation can take place. Please stop this nonsense and move forward. This council is becoming an absolute embarrassment.

Adam Thompson

Location:

Submitted At: 7:37pm 06-08-21

The waste fee increase will have a large impact on many families within the city and should be investigated further prior to signing a long term contract. I understand the state has put additional requirements on local entities to sort garbage. The trial wasn't received well but many did not understand why there was a change or that the impact of not complying with the new requirements would result in massive fee increases. Please work on alternatives before signing. SC needs to get creative!

Adolfo Garcia

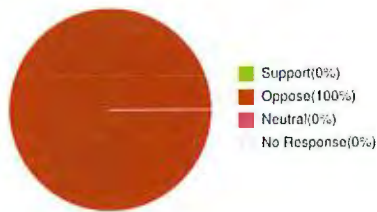
Location:

Submitted At: 7:52pm 06-07-21

Thank you for the opportunity to voice my opinion. Further to my letter of 19 May 21 to the City Clerk and based on additional information received on 5/27/21 and on 6/1/21 from the Director of Public Works, I continue to voice my opposition to and encourage the City Council to reject the proposed CY2021/2022 Solid Waste rate increases.

Agenda Item: eComments for 12. 21-824 Action on Censure of Councilmember Watanabe and Admonishment of Mayor Gillmor

Overall Sentiment



Sally SC

Location:

Submitted At: 6:10pm 06-08-21

Councilmember already apologized. And quite honestly this whole situation was blown completely out of proportion just because others told a certain councilmember he should be offended. As far as Mayor Gillmor is concerned, this had nothing to do with here and she should have never been dragged into this. It's time to move along already. Especially since other councilmembers shouldn't throw any stones at glass houses.



Date: August 18, 2021

To: Honorable Mayor Gillmor and City Council

From: Brian Doyle, City Attorney

Subject: Referral from June 8, 2021 Council Meeting re: CVRA Litigation Report

In response to my report to Council on the CVRA litigation on June 8, 2021, Council directed that I bring the report back to Council with additional information that several councilmembers thought should be included in a revised report. I requested that interested Councilmembers send me the information that they wanted me to put into the report. The following is an excerpt from the Council discussion:

WHY DO WE DO THAT, WHY DON'T EACH OF
03:16:32 THE COUNCILMEMBERS SEND ME WHAT THEY
03:16:33 THINK NEEDS TO GO IN THE REPORT AND THEN
03:16:38 I WILL JUST SEND A CONFIDENTIAL VERSION
03:16:40 OF THE REPORT BACK TO THE COUNCIL, BUT
03:16:41 I CAN'T BRING A PUBLIC REPORT TO THE
03:16:44 COUNCIL UNLESS WITH CONFIDENTIAL MATERIAL
03:16:50 AND AT THIS POINT COUNCIL HAS NOT
03:16:55 WAIVED CONFIDENTIALITY, SO ANY
03:16:57 SETTLEMENT LETTERS OR DISCUSSIONS OF
03:16:58 SETTLEMENT ARE STILL CONFIDENTIAL UNLESS
03:17:01 COUNCIL WAIVES IT.
03:17:04 >> I THINK THAT'S AN ODD WAY TO RUN THE
03:17:08 FORMAL PROCESS, BUT I THINK WE CAN
03:17:09 START WITH THAT AND SEE WHAT COMES UP.
03:17:10 >> WHY DON'T YOU DO THAT.
03:17:16 [CROSSTALK]
03:17:17 >> FILE ANYBODY THAT HAS ANY
03:17:18 DOCUMENTATION SENT IT TO THE CITY
03:17:19 ATTORNEY.

To date, aside from a copy of the 2011 letter to the City from Robert Rubin that I received from Councilmember Becker and that I transmitted to the Council, I have not received any information from any Councilmember. I have no additional information to include in a revised report.

Brian Doyle
City Attorney

cc: City Manager



Agenda Report

21-1662

Agenda Date: 12/7/2021

REPORT TO COUNCIL

SUBJECT

Action on Formalization of the Bicycle and Pedestrian Advisory Committee (Deferred from November 9 and 16, 2021)

COUNCIL PILLAR

Enhance Community Engagement and Transparency

BACKGROUND

The Bicycle and Pedestrian Advisory Committee (BPAC) is an advisory body to the City Council on matters relative to modifying or expanding the City's recreational and commuter bikeway system. The BPAC's goal is to encourage recreational and commuter bicycling by promoting safe, convenient, well-designed facilities and by evaluating local bicycle-related projects. The purpose, membership, and policies/procedures were established through City Council's past approval of the BPAC's Policy Guidelines, with the most recent version being amended by City Council on March 25, 2014 (Attachment 1).

The Governance and Ethics Committee (Committee) provided direction to staff at the September 14, 2020 meeting to formalize policy guidelines for the BPAC. Although the City Council approved the formation of the BPAC and the BPAC Policy Guidelines, there is no City Code section specifically addressing it. The Committee requested that an ordinance be considered to amend the City Code to clearly set forth the composition of the membership and the scope of the BPAC's jurisdiction. The Committee directed staff to bring back a recommendation on formalizing the BPAC through a draft ordinance that reflected the input of both the BPAC and the Committee.

Over the course of the next six months staff engaged the BPAC on multiple occasions to provide a framework for the proposed ordinance and solicit feedback from members. These engagements took place on October 26, 2020, December 10, 2020, and January 25, 2021. During these meetings the proposed changes to the City Code were refined and the BPAC policy guidelines were updated to align with all other City Boards, Commissions, and Committees. The BPAC also formed a special Subcommittee to review the changes and provide further input and recommendations.

At the March 29, 2021 Governance and Ethics Committee meeting (Attachment 2), staff presented the updated draft City Code amendments, draft policy guideline revisions, and analysis of BPAC's requested changes. The Committee discussed several topics, including:

1. Removing qualified elector requirements for other boards and commissions;
2. Requiring members of BPAC to file Form 700;
3. Whether or not the Chair should be a Councilmember or a BPAC member;
4. Possibly creating a new BPAC Advisory Committee to specifically advise and discuss bicycle and pedestrian topics. The new advisory committee would not be members but would report to

- the BPAC. This would not require additional staff support;
5. Reducing the number of BPAC members and discussion about having representation in Council Districts; and
 6. Whether BPAC should continue to interview applicants to fill vacancies or if Council should interview and select similar to other Boards and Commissions.

DISCUSSION

In researching how to formalize the BPAC per the Committee's direction, staff has determined that several existing BPAC policies and procedures are different than other City Boards, Commissions, and Committees. Some of these differences include the BPAC application and interview process; how members are appointed; and the term of office. In order to formalize the BPAC to make it more consistent with other Boards and Commissions, changes are being proposed to the City Code (to be enacted by ordinance) and the BPAC Policy Guidelines to align with all other Boards, Commissions, and Committees. Table 1 below summarizes the existing and proposed BPAC procedures.

Table 1. Existing and Proposed BPAC Procedures

| Item | Existing BPAC Reference | Proposed BPAC Reference | Other Boards Commissions, Committees |
|-----------------------------------|---|--|--|
| Purpose and Membership | BPAC Policy Guidelines | City Code Chapter 2.120 | City Code Chapter 2.120 |
| Membership term and meeting rules | BPAC Policy Guidelines | City Charter | City Charter |
| Membership appointment | Public Works solicits applications, BPAC interviews applicants and recommends appointments to Council | City Clerk procedures and Council interviews and appoints applicants | City Clerk procedures and Council interviews and appoints applicants |

The draft City Code amendments relate to City Code Chapter 2.120 Boards and Commissions and will establish the existence, purpose, and membership of the BPAC. Including the BPAC within the City Code will make it consistent with how other Boards, Commissions, and Committees have been established. The draft revisions to the BPAC Policy Guidelines will modify procedures to follow membership terms and meeting rules established within the City Charter and to follow the City Clerk's procedures to appoint members.

At the March 29, 2021 Governance and Ethics Committee meeting, the Committee did not vote on the draft policy guidelines or draft City Code amendments, but did vote on the following:

- Member Eligibility - BPAC members be at least 18 years of age, live or work in the City, and do not have to be a qualified elector of the City.
- Membership - BPAC to consist of seven members instead of nine and phase in this change so no current member loses their position during the current term.
- Applications and Appointments - Council to consider whether to continue having BPAC interview applicants, vote for applicants, and make recommendations to Council; or whether Council should interview applicants and make selections similar to other Boards and

Commissions

- BPAC Chair - Council to consider whether to continue the practice of having a Councilmember Chair, or whether BPAC should elect their own Chair from the seven members.

Additional information on these changes, as well as a staff recommendation for each item, are provided below.

Member Eligibility

Both the BPAC and the Committee requested that the draft City Code amendment state that members shall be at least 18 years of age and live or work in the City. Therefore, unlike other Boards and Commissions, BPAC members would not have to be a qualified elector of the City. This requirement is in alignment with the Metropolitan Transportation Commission (MTC) Resolution requiring the City to create a BPAC and is similar to the current practice of the BPAC; however, the BPAC did recommend adding a new requirement that members be at least 18 years of age.

Upon review, allowing members who live or work in the City may capture more input from those who directly utilize City bicycle and pedestrian facilities, which provides additional perspectives and valuable input to the BPAC. Therefore, staff supports incorporating this request into the draft City Code amendment.

BPAC Membership

The Committee discussed options for reducing the number of BPAC members to either seven or five. Ultimately, the Committee voted to recommend reducing BPAC membership from nine members to seven. The Committee also recommended “grandfathering” in existing members until the expiration of current terms.

Upon reviewing the number of BPAC members in neighboring cities of similar size, staff confirmed the following: the cities of Milpitas and Mountain View have five members and the city of Sunnyvale has seven members. Based on this information staff supports incorporating this request to limit BPAC members to seven in the draft City Code amendment.

Applications and Appointments

The BPAC requested that they continue to review membership applications, interview applicants, vote for applicants, and make recommendations for appointments to Council. The Governance and Ethics Committee members discussed the appointment process but had no preference on whether the City Council or BPAC should interview applicants.

As shown in Table 1, the BPAC is the only City Board, Commission, or Committee that does not follow the City Clerk’s procedures and rules for member appointments. The intent of revising the BPAC Policy Guidelines is for BPAC to align more with other City Boards, Commissions, and Committees. In addition, this nuance proved to be a point of controversy amongst the group when the BPAC recently interviewed and voted for new members and potential conflict of interest issues were raised. Making the BPAC process consistent with the other boards and commissions will help to alleviate these types of issues in the future. Staff reviewed neighboring cities of similar size and the process for selecting members in Mountain View, Milpitas, and Sunnyvale involves the mayor and/or councilmembers interviewing and approving BPAC members.

Upon review, the establishment and purpose of BPAC is similar to other Boards, Commissions, and Committees. Staff recommends draft revisions to the BPAC Policy Guidelines that Council interview and select BPAC applicants to follow the City Clerk's procedures and rules for appointments to align with other Boards, Commissions, or Committees.

BPAC Chair

The BPAC requested to elect its own Chair, similar to how the Chair of the Planning Commission is appointed. Currently a Councilmember serves as Chair of the BPAC and this has proved helpful to frequently clarify the role of the BPAC to members, and to run meetings in an efficient, orderly manner. This has been very valuable in keeping meetings focused, managing the agenda, informing members of Council Policy, and reminding the BPAC members of their roles.

Since the current members of the BPAC were not interviewed by Council, staff does not support making this change now and feels that it is essential to have a Councilmember in the role of BPAC Chair to run meetings in an efficient and orderly manner. However, if Council approves the recommendation that Council should interview and select BPAC applicants, then staff recommends reconsidering BPAC's request to select its own Chair in July 2025. At that time, all the members of the BPAC will be comprised of those who were interviewed and selected by Council.

ENVIRONMENTAL REVIEW

There is no environmental impact anticipated with this report.

FISCAL IMPACT

There is no fiscal impact anticipated with this recommendation.

COORDINATION

This report was coordinated with the City Manager's Office, City Attorney's Office, and City Clerk's Office.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <<mailto:clerk@santaclaraca.gov>>.

ALTERNATIVES

1. Modify BPAC membership eligibility and require that applicants must be at least 18 years of age and live or work in the City.
2. Modify BPAC membership eligibility and require that applicants must be qualified electors of the City (at least 18 years of age and a citizen who lives in the City).
3. Reduce the number of BPAC members from the current maximum of nine members to seven members and phase in this change so no current member loses their position during the current term.
4. Do not modify the maximum number of BPAC members.
5. Modify how BPAC members are interviewed and appointed similar to other Boards and Commissions by having Council interview applicants and make selections.

6. Do not modify how BPAC members are interviewed and appointed and continue to have BPAC interview applicants, vote for applicants, and make recommendations to Council.
7. Continue to require that a Councilmember chair the BPAC.
8. Remove the requirement that a Councilmember chair the BPAC and allow the BPAC to select its own chair in July 2025 once all members of the BPAC are comprised of those who were interviewed by Council.
9. Direct staff to bring an ordinance and revised BPAC Policy Guidelines formalizing the BPAC for Council consideration.

RECOMMENDATION

Alternatives 1, 3, 5, 8 and 9:

1. Modify BPAC membership eligibility to require that applicants must be at least 18 years of age and live or work in the City;
3. Reduce the number of BPAC members from the current maximum of nine members to seven members and phase in this change so no current member loses their position during the current term;
5. Modify how BPAC members are interviewed and appointed similar to other Boards and Commissions by having Council interview applicants and make selections;
8. Remove the requirement that a Councilmember chair the BPAC and allow the BPAC to select its own chair in July 2025 once all members of the BPAC are comprised of those who were interviewed by Council; and
9. Direct staff to bring an ordinance and revised BPAC Policy Guidelines formalizing the BPAC for Council consideration.

Reviewed by: Craig Mobeck, Director of Public Works

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Existing BPAC Policy Guidelines, 2014
2. Governance and Ethics Committee March 29, 2021 meeting, Report 21-64
3. Draft Ordinance
4. Revised Draft BPAC Policy Guidelines (clean)
5. Revised Draft BPAC Policy Guidelines (with redlines)

**City of Santa Clara
Bicycle and Pedestrian Advisory Committee
Policy Guidelines**

The Bicycle Advisory Committee (BAC) was established by the Santa Clara City Council on May 28, 1991. On March 25, 2014 the Bicycle Advisory Committee was changed to the Bicycle and Pedestrian Advisory Committee (BPAC) by the Santa Clara City Council.

Section 1. Purpose

The purpose of the BPAC is to serve as an advisory body to the City Council on matters relative to modifying or expanding the City's public recreational and commuter bikeway and pedestrian walkway system. Its intent shall be to encourage recreational and commuter bicycling and walking in the City by promoting safe, convenient, well-designed facilities, and by evaluating local bicycle and pedestrian related projects.

Section 2. Membership

The BPAC is comprised of nine (9) regular members as appointed by the City Council. The Chairperson or alternate will be the Mayor or Councilperson designated by City Council and shall be considered a member. The remaining eight (8) members shall be citizens at large with a representative from the following groups strongly encouraged to be members: Santa Clara Unified School District and the Silicon Valley Bicycle Coalition. BPAC members must either reside or work in the City of Santa Clara.

Section 3. Term of Office and Removal

The term of office for BPAC members will be three years.

Members may be re-appointed but will be considered along with all other new applicants.

To allow for staggered terms, 2 members appointed by City Council in November of 2011 will have a term of office expiring on December 31, 2014, 3 members appointed in November of 2012 will have a term of office expiring on December 31, 2015, and 3 members appointed on November of 2013 will have a term of office expiring on December 31, 2016.

Any members of the BPAC may be removed from office by a majority vote of the City Council at a regularly scheduled Council meeting.

Section 4. Vacancies

Vacancies will be filled for the unexpired portion of the term, of the member being replaced, in the same manner as the original appointment.

Section 5. Meetings

The BPAC shall hold meetings on the third Wednesday in January, March, June, August and October at 4:00 p.m. at City Hall. The actual date of meeting can be changed or additional meetings can be approved by a quorum of the committee. All meetings shall be open to the public and notices and agendas shall be posted at City Hall as required by law.

Section 6. Quorum

Any five members shall constitute a quorum for voting on action items.

Section 7. Voting

Only the appointed BPAC members have voting authority. The committee shall determine the voting procedure for items prior to voting.

Section 8. Duties of BPAC to be Advisory Only

It is intended that the BPAC shall be an advisory committee to the City Council. Nothing herein contained shall be construed as a limitation on the power of the City Council or the administrative staff of the City in their supervision or authority over property or personnel, which are under their jurisdictions.

Section 9. Assistance of Staff

The City Manager of the City of Santa Clara shall provide the BPAC with information and staff assistance but the BPAC's requests may from time to time be prioritized subject to staff limitations. The City Manager has appointed the Director of Public Works and the Chief of Police or their designees to staff the BPAC.

Section 10. Code of Ethics and Values

The City of Santa Clara adopted a Code of Ethics and Values to provide clear, positive statements of ethical behavior reflecting the core values of the community. The actions and words of members of City's boards, commissions and committees should represent the community's values: ethical, professional, service-oriented, fiscally responsible, organized, communicative, collaborative, and progressive.

Section 11. Amendments

These guidelines may be amended by a quorum of the BPAC membership at any legal BPAC meeting, subject to approval by City Council.

PASSED AND RECOMMENDED FOR ADOPTION by the Bicycle Advisory Committee this 29 day of January, 2014.

PASSED AND ADOPTED by the Santa Clara City Council this 25 day of March, 2014.



Agenda Report

21-64

Agenda Date: 3/29/2021

REPORT TO GOVERNANCE AND ETHICS COMMITTEE

SUBJECT

Review Formalization of the Bicycle and Pedestrian Advisory Committee

BACKGROUND

The Bicycle and Pedestrian Advisory Committee (BPAC) is an advisory body to the City Council on matters relative to modifying or expanding the City's recreational and commuter bikeway system. Its goal is to encourage recreational and commuter bicycling by promoting safe, convenient, well-designed facilities and by evaluating local bicycle-related projects. The BPAC's purpose, membership, and policies/procedures are established through City Council's past approval of the BPAC's Policy Guidelines (Attachment 1), with the most recent version being amended by City Council on March 25, 2014.

At the September 14, 2020 Governance and Ethics Committee (Committee) meeting, the Committee provided direction to staff regarding policy guidelines for the BPAC under Item 2 ("Discussion and Consideration of Approving a New Boards, Commission and Committee". Although the City Council approved the formation of the BPAC and the BPAC Policy Guidelines, there is no City Code section addressing the BPAC. The Committee discussed an option that an ordinance be considered to clearly set forth the composition of the membership of the BPAC and the scope of the BPAC's jurisdiction. The Committee directed staff to bring back a recommendation on formalizing the BPAC through an ordinance, that reflects the input of both the Committee and the BPAC, to the December 7, 2020 Committee meeting.

To formalize the BPAC through amendments to the City Code, staff prepared a report for the BPAC's consideration that included the proposed changes to the City Code (to later be enacted by ordinance) and updated the BPAC Policy Guidelines to align with all other boards, commissions, and committees. At the October 26, 2020 BPAC meeting, staff presented the report, draft City Code amendments and draft policy guidelines revisions. The BPAC members provided numerous comments as individuals, declined to vote to approve or modify staff's recommendations, and formed a special BPAC Subcommittee to review the changes. Staff reviewed and incorporated changes to reflect comments shared by multiple BPAC members from the October 26, 2020 BPAC meeting. This included the BPAC's purpose to oversee encouragement programs as well as the maintenance of the bicycle and pedestrian transportation systems.

At the December 7, 2020 Governance and Ethics Committee meeting (Attachment 2), staff provided an update to the Committee on formalizing the BPAC and recommended deferral of the item based on the upcoming BPAC subcommittee review of the proposed changes to the City Code and BPAC Policy Guidelines. The Committee accepted staff's recommendation for deferral and directed staff to return to the Committee in March 2021 for further updates.

At the December 10, 2020 BPAC meeting, BPAC Subcommittee members provided individual reports to staff and the full BPAC. The BPAC Subcommittee stated they did not come to a full agreement on all their proposed changes or comments.

DISCUSSION

In researching how to formalize the BPAC per the Committee's direction, staff has determined that several existing policies and procedures utilized by the BPAC are different than other boards, commissions, and committees. Some of these differences included the BPAC application/interview process, how members were appointed, and the term of office. In order to formalize the BPAC and make it more consistent with other Boards and Commissions changes are being proposed to the City Code (to later be enacted by ordinance) and the BPAC Policy Guidelines to align with all other boards, commissions, and committees. Below is a summary table (Table 1) for the existing and proposed procedures.

Table 1. Existing and Proposed BPAC Procedures

| Item | Existing BPAC Reference | Proposed BPAC Reference | Other Boards Commissions, Committees |
|------------------------------|--|--|---|
| Purpose | BPAC Policy Guidelines | City Code Chapter 2.120 | City Code Chapter 2.120 |
| Membership and meeting rules | BPAC Policy Guidelines | BPAC Policy Guidelines referencing City Charter Article X | City Charter Article X |
| Membership appointment | Public Works solicits applications and BPAC reviews applications, conducts interviews and makes recommendations for Council approval | BPAC Policy Guidelines referencing City Clerk procedures and Council interviews applicants | City Clerk procedures and Council interviews applicants |

At the January 25, 2021 BPAC meeting (Attachment 3), staff presented updated draft City Code amendments and draft policy guidelines revisions based on past discussions for final BPAC consideration.

The draft City Code amendments are related to City Code Chapter 2.120 and will establish the existence and purpose of the BPAC. Including the BPAC within the City Code will provide consistency with how other Boards, Commissions, and Committees have been established.

The draft revisions to the BPAC's Policy Guidelines will change procedures to follow rules established within City Charter Article X ("Appointive Boards and Commissions"), except for electing its own Chair, and to follow the City Clerk's procedures to appoint members.

The BPAC voted in support of the recommended draft City Code amendments and draft policy

guidelines revisions with four requested changes.

1. Member Eligibility - BPAC members to be at least 18 years of age, live or work in the City, and do not have to be a qualified elector of the City.
2. Applications and Appointments - the BPAC to review membership applications, interview applicants, vote for applicants, and make recommendations to Council
3. BPAC Chair - the BPAC to elect their own Chair instead of the Chair being a Councilmember
4. Meetings - the BPAC to have a minimum of 8 meetings, 12 preferred, each year

These four requests were discussed at the meeting and below is more information on the request as well as a staff recommendation for each item.

1. Member Eligibility - Staff reviewed the BPAC's request not to change member eligibility requirements which include living or working in the City and not having to be a qualified elector of the City. This is the current practice of the BPAC and has been in use since the committee's creation in 1991. It is also in alignment with the Metropolitan Transportation Commission (MTC), which requires the creation of a BPAC, and stipulates members may live or work in the City. However, the BPAC did recommend adding a new requirement that members be at least 18 years of age. Staff supports the change requested by the BPAC since members do not need to be qualified electors. Allowing members who live or work in the City may capture more input from those who directly utilize City bicycle and pedestrian facilities which provides additional perspectives and valuable input to the committee. Therefore, staff updated the draft City Code amendment and recommends incorporating this request.
2. Applications and Appointments - Staff reviewed the BPAC's request for the committee to review membership applications, interview applicants, vote for applicants, and make recommendations to Council. As shown in Table 1, the BPAC is the only City board, commission, or committee that does not follow the City Clerk's procedures and rules. The intent of revising the BPAC Policy Guidelines is for BPAC to align more with all other boards, commissions, and committees. In addition, this nuance proved to be a point of controversy amongst the group when the BPAC recently interviewed and voted for new members and conflict of interest issues were raised. Making the BPAC process consistent with the other boards and commissions will help to alleviate these types of issues in the future. Based on this information staff did not support the request and it is not included in the proposed revisions.
3. BPAC Chair - Staff reviewed the BPAC's request to elect its own Chair. Currently a Councilmember serves as Chair, helps clarify the role of the BPAC, and runs meetings in an orderly manner. This has proved to be very valuable in trying to keep meetings focused, manage the agenda, inform members of Council Policy, and remind the BPAC members of their roles. Since the current members of the BPAC interviewed themselves, staff feels that it is essential to have a Councilmember in the role of the BPAC Chair. However, if changes are implemented and the BPAC members are eventually composed of members interviewed and appointed by Council, this request could be reconsidered. Staff would only recommend reconsidering this request once all the members of the BPAC are comprised of members who were appointed by Council.

4. Meetings - Staff reviewed the BPAC's request to increase the number of meetings each year from five to a minimum of eight. This request has been made previously, but budget and staffing levels were unable to support the request. Typical meetings average a duration of five hours and require additional upfront work to set agendas, prepare reports, respond to comments and requests, and prepare minutes. Currently, the Public Works Traffic Division has staffing levels sufficient to support the five (5) meetings stated in the policy guidelines. Recently, 22% of the staffing budget was reduced to reach targeted budget savings and it is challenging for staff to support the five planned meetings. Additional meetings will result in a workload that will far exceed the capacity of available resources and would have a significant impact on workload resulting in delays to other duties, such as traffic inquiries/complaints, construction permits, land development applications, analysis, reports and capital projects. Based on this staff is unable to support the request.

Based on this information staff has updated the proposed changes to the City Code and BPAC Policy Guidelines and is recommending the Committee to recommend them for Council approval. See Attachment 4 (clean version with changes) and Attachment 5 (shown in track changes) for the recommended draft City Code amendments. See Attachment 6 (clean version with changes) and Attachment 7 (shown in track changes) for the recommended draft revisions to the BPAC Policy Guidelines.

ENVIRONMENTAL REVIEW

There is no environmental impact anticipated with this report.

FISCAL IMPACT

There is no fiscal impact anticipated with this recommendation.

COORDINATION

This report was coordinated with the City Manager's Office, City Attorney's Office, and City Clerk's Office.

PUBLIC CONTACT

Public contact was made by posting the Governance and Ethics Committee agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

1. Recommend that the City Council enact an ordinance to amend the City Code as shown in Attachment 4 to define the purpose of the Bicycle and Pedestrian Advisory Committee; and
2. Recommend that the City Council approve revisions to the Bicycle and Pedestrian Advisory Committee Policy Guidelines as shown in Attachment 6.

Reviewed by: Craig Mobeck, Director of Public Works

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Existing BPAC Policy Guidelines, 2014
2. Governance and Ethics Committee December 7, 2020 meeting, Report 20-991 Regarding BPAC
3. BPAC January 21, 2021 meeting, Report 21-1332 Regarding Governance
4. Proposed City Code Amendments (clean)
5. Proposed City Code Amendments (track changes)
6. Proposed BPAC Policy Guidelines Revisions (clean)
7. Proposed BPAC Policy Guidelines Revisions (track changes)

City of Santa Clara Bicycle and Pedestrian Advisory Committee Policy Guidelines

The Bicycle Advisory Committee (BAC) was established by the Santa Clara City Council on May 28, 1991. On March 25, 2014 the Bicycle Advisory Committee was changed to the Bicycle and Pedestrian Advisory Committee (BPAC) by the Santa Clara City Council.

Section 1. Purpose

The purpose of the BPAC is to serve as an advisory body to the City Council on matters relative to modifying or expanding the City's public recreational and commuter bikeway and pedestrian walkway system. Its intent shall be to encourage recreational and commuter bicycling and walking in the City by promoting safe, convenient, well-designed facilities, and by evaluating local bicycle and pedestrian related projects.

Section 2. Membership

The BPAC is comprised of nine (9) regular members as appointed by the City Council. The Chairperson or alternate will be the Mayor or Councilperson designated by City Council and shall be considered a member. The remaining eight (8) members shall be citizens at large with a representative from the following groups strongly encouraged to be members: Santa Clara Unified School District and the Silicon Valley Bicycle Coalition. BPAC members must either reside or work in the City of Santa Clara.

Section 3. Term of Office and Removal

The term of office for BPAC members will be three years.

Members may be re-appointed but will be considered along with all other new applicants.

To allow for staggered terms, 2 members appointed by City Council in November of 2011 will have a term of office expiring on December 31, 2014, 3 members appointed in November of 2012 will have a term of office expiring on December 31, 2015, and 3 members appointed on November of 2013 will have a term of office expiring on December 31, 2016.

Any members of the BPAC may be removed from office by a majority vote of the City Council at a regularly scheduled Council meeting.

Section 4. Vacancies

Vacancies will be filled for the unexpired portion of the term, of the member being replaced, in the same manner as the original appointment.

Section 5. Meetings

The BPAC shall hold meetings on the third Wednesday in January, March, June, August and October at 4:00 p.m. at City Hall. The actual date of meeting can be changed or additional meetings can be approved by a quorum of the committee. All meetings shall be open to the public and notices and agendas shall be posted at City Hall as required by law.

Section 6. Quorum

Any five members shall constitute a quorum for voting on action items.

Section 7. Voting

Only the appointed BPAC members have voting authority. The committee shall determine the voting procedure for items prior to voting.

Section 8. Duties of BPAC to be Advisory Only

It is intended that the BPAC shall be an advisory committee to the City Council. Nothing herein contained shall be construed as a limitation on the power of the City Council or the administrative staff of the City in their supervision or authority over property or personnel, which are under their jurisdictions.

Section 9. Assistance of Staff

The City Manager of the City of Santa Clara shall provide the BPAC with information and staff assistance but the BPAC's requests may from time to time be prioritized subject to staff limitations. The City Manager has appointed the Director of Public Works and the Chief of Police or their designees to staff the BPAC.

Section 10. Code of Ethics and Values

The City of Santa Clara adopted a Code of Ethics and Values to provide clear, positive statements of ethical behavior reflecting the core values of the community. The actions and words of members of City's boards, commissions and committees should represent the community's values: ethical, professional, service-oriented, fiscally responsible, organized, communicative, collaborative, and progressive.

Section 11. Amendments

These guidelines may be amended by a quorum of the BPAC membership at any legal BPAC meeting, subject to approval by City Council.

PASSED AND RECOMMENDED FOR ADOPTION by the Bicycle Advisory Committee this 29 day of January, 2014.

PASSED AND ADOPTED by the Santa Clara City Council this 25 day of March, 2014.



City of Santa Clara

1500 Warburton Avenue
Santa Clara, CA 95050
santaclaraca.gov
@SantaClaraCity

Agenda Report

20-991

Agenda Date: 12/7/2020

REPORT TO GOVERNANCE AND ETHICS COMMITTEESUBJECT

Formalization of the Bicycle and Pedestrian Advisory Committee

BACKGROUND

At the September 14, 2020 Governance and Ethics Committee (Committee) meeting, the Committee provided direction to staff regarding policy guidelines for the Bicycle and Pedestrian Advisory Committee (BPAC) under Item 2 ("Discussion and Consideration of Approving a New Boards, Commission and Committee"). Although the City Council approved the formation of the BPAC and the BPAC Policy Guidelines (Attachment 1), there is no City Code section addressing the BPAC. The Committee discussed an option that an ordinance be considered to clearly set forth the composition of the membership of the BPAC and the scope of the BPAC's jurisdiction.

The Committee directed staff to bring back a recommendation on formalizing BPAC through an ordinance, that reflects the input of both the Committee and BPAC, to the December 7, 2020 Governance and Ethics Committee meeting.

DISCUSSION

The BPAC is an advisory body to the City Council on matters relative to modifying or expanding the City's recreational and commuter bikeway system. Its goal is to encourage recreational and commuter bicycling by promoting safe, convenient, well-designed facilities and by evaluating local bicycle-related projects. BPAC's purpose, membership, and policies/procedures are established through City Council's past approval of the BPAC's Policy Guidelines, with the most recent version being amended by City Council on March 25, 2014.

In researching how to formalize the BPAC per the Committee's direction, staff has determined that the existing policies and procedures utilized by BPAC are different than other boards, commissions, and committees. For example, BPAC appointments are made using applications administered by Public Works and then reviewed by BPAC members for the BPAC to make recommendations to City Council.

To formalize the BPAC through amendments to the City Code, staff prepared a report (Attachment 2) for BPAC consideration that included the proposed changes to the City Code (to later be enacted by ordinance) and updated BPAC Policy Guidelines to align with all other boards, commissions, and committees. Below is a summary table (Table 1) for the existing and proposed procedures.

Table 1. Existing and Proposed BPAC Procedures

20-991

Agenda Date: 12/7/2020

| Item | Existing BPAC Reference | Proposed BPAC Reference | Other Boards Commissions, Committees |
|------------------------------|--|---|---|
| Purpose | BPAC Policy Guidelines | City Code Chapter 2.120 | City Code Chapter 2.120 |
| Membership and meeting rules | BPAC Policy Guidelines | BPAC Policy Guidelines referencing City Charter Article X | City Charter Article X |
| Membership appointment | Public Works solicits applications and BPAC reviews applications, conducts interviews and makes recommendations for Council approval | Policy Guidelines referencing City Clerk procedures and Council interviews applicants | City Clerk procedures and Council interviews applicants |

At the October 26, 2020 BPAC meeting, staff presented the draft City Code amendments and draft policy guidelines revisions. The BPAC provided numerous comments (Attachment 3), declined to vote on staff's recommendations, and formed a special BPAC subcommittee to review the changes. The BPAC subcommittee formed for this Governance item and is scheduled to present their work at the upcoming December 10, 2020 BPAC meeting. It is noteworthy that BPAC has an Annual Work Plan and one of the workplan items for 2021 includes reviewing the BPAC bylaws.

Below is a summary of the proposed City Code amendments and BPAC Policy Guidelines revisions, the BPAC's comments from the October 26, 2020 meeting, and staff's responses to the comments to date.

Proposed City Code amendments relating to the BPAC

Staff had drafted City Code amendments relating to City Code Chapter 2.120 to establish the existence and purpose of BPAC. Including the BPAC within the City Code will provide consistency with how other Boards, Commissions, and Committees have been established.

At the October 26, 2020 BPAC meeting, staff presented the draft City Code amendments to the BPAC. BPAC members provided general comments as listed below:

1. Add "to advise staff in addition to Council."
2. Add "to advise council on maintenance of bicycle and pedestrian systems."
3. Add "to advise on bike and scooter share programs."
4. Add "aid in the development of bike/ped masterplans."
5. Add "transportation policies" to the policies that the BPAC considers when the BPAC review projects.
6. Add "Vision Zero, Climate Change, and Greenhouse gas policies to be included in the BPAC's roles and responsibilities."
7. Include "Communities of Concern" as a focus for BPAC's review of projects/programs.

Upon review and analysis of BPAC's comments, staff updated the draft City Code amendments to incorporate comments #2, #3, and #6. Staff does not propose to incorporate the other BPAC recommended changes as BPAC is not authorized to advise staff on work direction (#1), does not work directly on bike/ped masterplans or develop planning documents (#4), does not currently review projects for other transportation policies (i.e. such as Vehicle Miles Travelled or Level of Service) and instead focuses on Complete Streets Policy review (#5), and "Communities of Concern" have been factored into the prioritization of projects within the City's Bicycle Plan and Pedestrian Plan and further review is not warranted (#7). Incorporation of these suggestions would result in a governance issue with respect to how staff is directed to implement policy from the City Council, which would set precedent and also may conflict with future policy making. See Attachment 4 for the updated proposed City Code amendments based on staff's review of BPAC's comments from the October 26, 2020 BPAC meeting.

BPAC Policy Guidelines Revision

Staff drafted proposed revisions to the BPAC's Policy Guidelines to follow rules established within City Charter Article X ("Appointive Boards and Commissions") and to follow the City Clerk's procedures to appoint members. At the October 26, 2020 BPAC meeting, staff presented the proposed revisions to the BPAC Policy Guidelines to the BPAC. BPAC members provided general comments as listed below:

1. BPAC should be a Commission instead of a Committee
2. BPAC should elect the BPAC chair vs. the chair being a Councilmember

Upon review and analysis of the BPAC's comments, staff does not propose to incorporate BPAC's comments into the proposed revisions to the BPAC Policy Guidelines as the intent of updating the Policy Guidelines is not to change to a commission (#1) or elect its own Chair (#2). The intent is for BPAC to follow the same rules as other boards, commissions, and committees, such as:

- Membership terms are four years and start on July 1
- Action requires a vote of a majority of the entire membership
- Members must be a qualified elector (defined as a citizen eligible to vote)
- Appointments are made using applications administered by the City Clerk and interviews with Council members

See Attachment 5 for the proposed revisions to the BPAC Policy Guidelines.

BPAC Subcommittee related to Governance

At the October 26, 2020 BPAC meeting, the BPAC formed a subcommittee to review in more detail the proposed City Code amendments and Policy Guidelines revisions. The subcommittee will present its work at the upcoming December 10, 2020 BPAC meeting. The full BPAC and staff will receive and review the subcommittee report and staff will prepare and present a staff analysis at the January 25, 2021 BPAC meeting. The intent is for staff to thoroughly review the subcommittee report and take into consideration the Governance and Ethics Committee's comments from the December 7, 2020 meeting.

20-991

Agenda Date: 12/7/2020

Governance and Ethics Committee Alternatives

Based on the formation of the BPAC subcommittee and the upcoming subcommittee report on December 10, 2020, staff proposes to return to the Governance and Ethics Committee at its first quarter meeting in 2021 tentatively scheduled on March 1, 2021, with a report on the BPAC's January 25, 2021 meeting related to this topic.

ENVIRONMENTAL REVIEW

There is no environmental impact anticipated with this report.

FISCAL IMPACT

There is no fiscal impact anticipated with this recommendation.

COORDINATION

This report was coordinated with the City Manager's Office, City Attorney's Office, and City Clerk's Office.

PUBLIC CONTACT

Public contact was made by posting the Governance and Ethics Committee agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov or at the public information desk at any City of Santa Clara public library.

ALTERNATIVES

Alternatives 1 and 2:

1. Recommend that the City Council enact the proposed City Code amendments by ordinance to establish the purpose and membership of the BPAC and approve the proposed BPAC Policy Guidelines revision to ensure the BPAC follows the same rules and procedures used by other boards, commissions, and committees.
2. Defer consideration of the proposed City Code amendments and BPAC Policy Guidelines revision until after the BPAC and staff have received the BPAC subcommittee December 10, 2020 report on governance.

RECOMMENDATION

Alternative 2: Defer consideration of the proposed City Code amendments and BPAC Policy Guidelines revision until after the BPAC and staff have received the BPAC subcommittee December 10, 2020 report on governance.

Reviewed by: Craig Mobeck, Director of Public Works

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Bicycle and Pedestrian Advisory Committee Policy Guidelines, 2014
2. October 26, 2020 BPAC Report Regarding Governance
3. BPAC Comments on Draft City Code Amendments and Draft Policy Guidelines Revisions

20-991

Agenda Date: 12/7/2020

4. Proposed City Code Amendments
5. Proposed BPAC Policy Guidelines Revisions

City of Santa Clara Bicycle and Pedestrian Advisory Committee Policy Guidelines

The Bicycle Advisory Committee (BAC) was established by the Santa Clara City Council on May 28, 1991. On March 25, 2014 the Bicycle Advisory Committee was changed to the Bicycle and Pedestrian Advisory Committee (BPAC) by the Santa Clara City Council.

Section 1. Purpose

The purpose of the BPAC is to serve as an advisory body to the City Council on matters relative to modifying or expanding the City's public recreational and commuter bikeway and pedestrian walkway system. Its intent shall be to encourage recreational and commuter bicycling and walking in the City by promoting safe, convenient, well-designed facilities, and by evaluating local bicycle and pedestrian related projects.

Section 2. Membership

The BPAC is comprised of nine (9) regular members as appointed by the City Council. The Chairperson or alternate will be the Mayor or Councilperson designated by City Council and shall be considered a member. The remaining eight (8) members shall be citizens at large with a representative from the following groups strongly encouraged to be members: Santa Clara Unified School District and the Silicon Valley Bicycle Coalition. BPAC members must either reside or work in the City of Santa Clara.

Section 3. Term of Office and Removal

The term of office for BPAC members will be three years.

Members may be re-appointed but will be considered along with all other new applicants.

To allow for staggered terms, 2 members appointed by City Council in November of 2011 will have a term of office expiring on December 31, 2014, 3 members appointed in November of 2012 will have a term of office expiring on December 31, 2015, and 3 members appointed on November of 2013 will have a term of office expiring on December 31, 2016.

Any members of the BPAC may be removed from office by a majority vote of the City Council at a regularly scheduled Council meeting.

Section 4. Vacancies

Vacancies will be filled for the unexpired portion of the term, of the member being replaced, in the same manner as the original appointment.

Section 5. Meetings

The BPAC shall hold meetings on the third Wednesday in January, March, June, August and October at 4:00 p.m. at City Hall. The actual date of meeting can be changed or additional meetings can be approved by a quorum of the committee. All meetings shall be open to the public and notices and agendas shall be posted at City Hall as required by law.

Section 6. Quorum

Any five members shall constitute a quorum for voting on action items.

Section 7. Voting

Only the appointed BPAC members have voting authority. The committee shall determine the voting procedure for items prior to voting.

Section 8. Duties of BPAC to be Advisory Only

It is intended that the BPAC shall be an advisory committee to the City Council. Nothing herein contained shall be construed as a limitation on the power of the City Council or the administrative staff of the City in their supervision or authority over property or personnel, which are under their jurisdictions.

Section 9. Assistance of Staff

The City Manager of the City of Santa Clara shall provide the BPAC with information and staff assistance but the BPAC's requests may from time to time be prioritized subject to staff limitations. The City Manager has appointed the Director of Public Works and the Chief of Police or their designees to staff the BPAC.

Section 10. Code of Ethics and Values

The City of Santa Clara adopted a Code of Ethics and Values to provide clear, positive statements of ethical behavior reflecting the core values of the community. The actions and words of members of City's boards, commissions and committees should represent the community's values: ethical, professional, service-oriented, fiscally responsible, organized, communicative, collaborative, and progressive.

Section 11. Amendments

These guidelines may be amended by a quorum of the BPAC membership at any legal BPAC meeting, subject to approval by City Council.

PASSED AND RECOMMENDED FOR ADOPTION by the Bicycle Advisory Committee this 29 day of January, 2014.

PASSED AND ADOPTED by the Santa Clara City Council this 25 day of March, 2014.



City of Santa Clara

1500 Warburton Avenue
Santa Clara, CA 95050
santaclaraca.gov
@SantaClaraCity

Agenda Report

20-1002

Agenda Date: 10/26/2020

REPORT TO BICYCLE AND PEDESTRIAN ADVISORY COMMITTEE

SUBJECT

Governance Committee Findings (Liw)

BACKGROUND

At the September 14, 2020 Governance and Ethics Committee (Committee) meeting (item 20-313, Attachment 1), the Committee provided direction to staff to formalize the Bicycle and Pedestrian Advisory Committee (BPAC). As a result, the Committee recommended staff to coordinate with the BPAC to draft an ordinance to update the City Code and to also update the BPAC Policy Guidelines.

DISCUSSION

The City currently has several boards, commissions, and committees (Commissions). While the BPAC has policy guidelines that have been approved by the City Council, there is no reference to the BPAC within the City Code and Charter. In addition to providing language within the City Code related to BPAC, staff is proposing that the BPAC appoint members and fill vacancies using procedures established by the City Clerk's office to maintain consistency amongst the BPAC and Commissions.

Staff has drafted the proposed language below to update the City Code and the BPAC Policy Guidelines to align BPAC with other City commissions.

2.120.150 Bicycle and Pedestrian Advisory Committee

The Bicycle and Pedestrian Advisory Committee shall consist of nine members. Eight members shall not hold any paid office or employment in the City government and one member is a Council Member serving as Chair. The Bicycle and Pedestrian Advisory Committee shall have the following powers, functions, and duties:

- (a) Act in an advisory capacity to Council on matters pertaining to modifying or expanding the City's public recreational and commuter bikeway and pedestrian walkway system.
- (b) Recommend to Council on the priority of bicycle and pedestrian projects for which the City will seek funding under Article 3 of the Transportation Development Act, and other state, federal, and local funding programs.
- (c) Review and advise Council on comprehensive bicycle and pedestrian master plans.
- (d) Recommend roadway modification per the City's Complete Streets policy.
- (e) Support educational, recreational, and cultural activities for bicyclists and pedestrians

Attachment 2 is the BPAC Policy Guidelines with recommended updates. Attachments 3 and 4 are the Charter and Code with rules governing boards and commissions. Attachments 5, 6, and 7 contain references for Commission members.

20-1002

Agenda Date: 10/26/2020

RECOMMENDATION

Review and approve staff's recommendations to update the City Code and the BPAC Policy Guidelines language to align BPAC with other City Commissions.

Reviewed by: Jonathan Yee, Transportation Manager, Public Works

Approved by: Michael Liw, Assistant Director/City Engineer, Public Works

ATTACHMENTS

1. September 14, 2020 Governance and Ethics Committee Report
2. BPAC Policy Guidelines with recommended updates
3. City of Santa Clara City Charter Article X
4. City of Santa Clara City Code Chapter 2.120
5. Application for Board, Commissions, and Committee
6. Voting Guidelines for the Appointment of Applicants to Boards and Commissions
7. Guide for Board, Commissions, and Committee Applicants

Attachment 1

September 14, 2020 Governance and Ethics Committee Report



City of Santa Clara

1500 Warburton Avenue
Santa Clara, CA 95050
santaclaraca.gov
@SantaClaraCity

Agenda Report

20-313

Agenda Date: 9/14/2020

REPORT TO GOVERNANCE AND ETHICS COMMITTEE

SUBJECT

Discussion and Consideration of Approving a New Boards, Commission and Committee Policy

BACKGROUND

At the first quarterly Governance and Ethics Committee (Committee) meeting held on April 25, 2019, the Committee adopted its 2019 quarterly workplan, which included the review of the Boards, Commissions, and Committees policy regarding how business activities are conducted, and meeting attendance.

At the November 21, 2019 Governance and Ethics Committee meeting, the Committee deferred the Boards, Commissions, and Committees policy report to the first 2020 quarterly Governance and Ethics Committee meeting.

At the February 10, 2020, Governance and Ethics Committee meeting, the Committee reviewed a proposed new Boards, Commissions and Committees policy and provided feedback and directed staff to return on September 14, 2020 with a revised version.

Staff has attached the current City Council committees and outside agency committees approved on February 11, 2020, for reference (Attachment 1).

DISCUSSION

The current Boards and Commission policy was approved by Council on July 21, 1998. Staff is recommending it be repealed and replaced with the new version which is more in line with best practices and addresses the Committee's concerns related to absences, code of ethics, conduct, trainings and much more. A redline version is attached with the Committee's requested changes (Attachment 2).

In addition to the redline edits incorporated in the proposed policy, there were additional questions related to:

- Bicycle Pedestrian Advisory Committee (BPAC) membership
- Renaming of the Housing Rehabilitation Loan Committee
- Reinstatement of International Exchange Commission
- Violation of Code of Ethics by member and Council recourse to remove a member beyond absences

Summary of Bicycle and Pedestrian Advisory Committee (BPAC) History

The Citizens Committee on Bicycles was established in 1991. The Citizens Committee on Bicycles was comprised of 7 members (Chair - Councilmember, 1 member at large, 1 PTA representative, 1

SCUSD Administrator, 1 member representing Santa Clara Valley Bicycle Association, and 2 City Staff members [Traffic Engineering and Traffic Lieutenant from the Police Department]). The requirement to serve on the Committee was to either live or work in the City of Santa Clara. The City Council approved the BPAC structure found in their Guidelines (Attachment 3). It does not appear that the City has a City Code section addressing this Committee. If the Governance and Ethics Committee chooses, it may recommend to the City Council to enact an ordinance that clearly sets forth the composition of the membership of the Committee and the scope of the committee's jurisdiction.

Renaming the Housing Rehabilitation Loan Committee

At the February 10, 2020 Governance and Ethics Committee meeting, the Committee inquired about renaming the Housing Rehabilitation Loan Committee (HRLC) to a Commission and noted that a name change may be appropriate given the Council Committee restructuring that was approved by the Council in 2019. As background, on February 5, 2019, the City Council approved the broad restructuring of Committees, which removed the Councilmember position from the HRLC. At that time, staff noted that the HRLC's scope did not require a Council Committee to consider loan approvals since these approvals are administrative in nature and funding has already been approved by the City Council in the annual appropriation of the budget. As part of the proposed change, loan approvals would be strictly administrative and approved by an internal credit Committee, while the restructured and renamed commission (Housing Commission) would include advisory functions related to the administration of the City's Federal entitlement grants and programs, which include neighborhood enhancement, homeless programs, and public service grants. The HRLC is currently comprised of a three-member body of Santa Clara residents. Staff looks forward to adding those new items and reporting quarterly on the loan portfolio to the advisory functions of the HRLC.

In review of the legislative history for the HRLC, it does not appear that the City ever established a City Code section addressing this committee. The Governance and Ethics may recommend to the City Council to enact an ordinance that clearly sets forth the composition of the membership of the Committee and the scope of the committee's jurisdiction.

Reinstatement of International Exchange Commission

At the January 2020 City Council Priority Setting Session, the Council directed staff to evaluate the resources needed to reinstate the International Exchange Commission (IEC).

Staff began researching and assembling information to assist City Council in its decision to reinstate the IEC, which includes administrative, staffing and financial considerations. Due to the impact of the COVID-19 pandemic, international travel to and from our Sister and Friendship Cities for staff and delegations has ceased for the time being.

Currently, there is no timeline for the resumption of international travel; however, staff is prepared to reinstate the IEC in January 2021 when there will be more known information about international travel activity. To that end, Council appointment to the IEC will be integrated with the regular process used by the City Council to appoint members of the Council to boards, commissions, and regional organizations. Because reinstatement of the IEC will impact the powers, functions, and duties of the Cultural Commission, staff proposes bringing the information forward to the Governance and Ethics Committee for review and discussion prior to taking this to the City Council.

Removal of a Member beyond Absences

On February 10, 2020, the Governance and Ethics Committee inquired about what happens if a member was to violate codes of ethics and what the Council's recourse was for removal of members beyond absences.

The City Charter states in Section 1002 "Except as otherwise provided in this article, the members of each of such boards or commissions shall be appointed, and shall be subject to removal, by motion of the City Council adopted by at least four affirmative votes." The Council has not set forth the ground for Council to exercise their power. After review of what other jurisdictions have done to address removal of a member beyond absences, staff has provided below some reasons for Committee consideration.

Potential Reasons for Commission member Removal

The members of each board or commission may be subject to removal by motion of the City Council for the following reasons:

- Failure to maintain eligibility requirements
- Failure to complete required training
- Failure to adhere to Council policy governing board and commission member interaction with City Council, the public, staff, and/or other board or commission members
- Violation of Code of Ethics and Conduct

To provide due process, the Committee may choose to include in the policy a process whereby Council places commission member removal recommendations on a council meeting agenda, and/or at a hearing during an open council meeting.

In addition, there is currently a policy in place regarding complaints received about a commissioner, Policy and Procedure #032 (Attachment 4), found in the Boards and Commissions Handbook.

FISCAL IMPACT

There was no fiscal impact associated with this report

COORDINATION

This report was coordinated with the City Attorney's Office.

PUBLIC CONTACT

Public contact was made by posting the Governance and Ethics Committee agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <<mailto:clerk@santaclaraca.gov>>

RECOMMENDATION

1. Recommend that the City Council enact ordinances that clearly set forth the composition of the membership of each commission and the scope of the commission's jurisdiction; and
2. Approve the revised Boards and Commissions Policy that will be included in the Boards, Commissions, and Committee handbook.

20-313

Agenda Date: 9/14/2020

Reviewed by: Nora Pimentel, Assistant City Clerk
Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. 2020 City Council and Outside Agencies Committees
2. Redline Version of Proposed Policy
3. Bicycle and Pedestrian Advisory Committee Guidelines
4. Boards and Commissions Handbook - Policy and Procedure #032

Attachment 2

BPAC Policy Guidelines with recommended updates

City of Santa Clara Bicycle and Pedestrian Advisory Committee Policy Guidelines

The Bicycle Advisory Committee (BAC) was established by the Santa Clara City Council on May 28, 1991. On March 25, 2014 the Bicycle Advisory Committee was changed to the Bicycle and Pedestrian Advisory Committee (BPAC) by the Santa Clara City Council.

Section 1. Purpose

The purpose and responsibilities of the BPAC are described in Section 2.120.150 of the City Code. ~~The purpose of the BPAC is to serve as an advisory body to the City Council on matters relative to modifying or expanding the City's public recreational and commuter bikeway and pedestrian walkway system.~~ Its intent shall be to encourage recreational and commuter bicycling and walking in the City by promoting safe, convenient, well-designed facilities, and by evaluating local bicycle and pedestrian related projects.

Commented [JY1]: Covered by new City Code

It is intended that the BPAC shall be an advisory committee to the City Council as provided in Article X of the City Charter and Chapter 2.120 of the City Code. Nothing herein contained shall be construed as a limitation on the power of the City Council or the administrative staff of the City in their supervision or authority over property or personnel, which are under their jurisdictions.

Commented [JY2]: Moved from Section 8

Section 2. Membership

The BPAC is comprised of nine (9) members, which consists of eight (8) regular members and one (1) as appointed by the City Council. ~~The~~ Chairperson or alternate that will be the Mayor or Councilperson designated by City Council.

Members must meet requirements of Article X of the City Charter and Chapter 2.120 of the City Code.

Applications for BPAC membership shall be in a format determined by the City of Santa Clara City Clerk's Office.

Voting for BPAC membership shall be in accordance with the City of Santa Clara Voting Guidelines for the Appointment of Applicants to Boards and Commissions. ~~and shall be considered a member.~~

~~The remaining~~ eight (8) regular members shall be citizens at large with a representative from the following groups strongly encouraged to be members:

Santa Clara Unified School District and the Silicon Valley Bicycle Coalition.
BPAC members must either reside or work in the City of Santa Clara.

Section 3. Term of Office, ~~and Removal, and Vacancies~~

The term of office ~~and removal of members are described in Article X of the City Charter for BPAC members will be three years.~~

~~Members may be re-appointed but will be considered along with all other new applicants.~~

~~To allow for staggered terms, 2 members appointed by City Council in November of 2011 will have a term of office expiring on December 31, 2014, 3 members appointed in November of 2012 will have a term of office expiring on December 31, 2015, and 3 members appointed on November of 2013 will have a term of office expiring on December 31, 2016.~~

~~Any members of the BPAC may be removed from office by a majority vote of the City Council at a regularly scheduled Council meeting.~~

Commented [JY3]: Covered by Charter. Staggered terms expirations have been memorialized on BPAC roster roll

Section 4. Vacancies

~~Vacancies will be filled for the unexpired portion of the term, of the member being replaced, in the same manner as the original appointment.~~

Commented [JY4]: Moved to Section 3

Section ~~5~~4. Meetings

~~Meetings must meet requirements of Article X of the City Charter and Chapter 2.120 of the City Code.~~

The BPAC shall hold meetings on the ~~third-fourth Monday~~Wednesday in January, March, June, August and October at 4:00 p.m. at City Hall. The actual date of meeting can be changed. ~~or a~~Additional meetings can be ~~approved~~recommended by a quorum of the committee ~~and approved by the City Manager~~. All meetings shall be open to the public and notices and agendas shall be posted at City Hall as required by law.

Section 6. Quorum

Commented [JY5]: Covered by Section 4. Meetings

~~Any five members shall constitute a quorum for voting on action items.~~

Section 7. Voting

~~Only the appointed BPAC members have voting authority. The committee shall determine the voting procedure for items prior to voting.~~

Commented [JY6]: Covered by Section 4. Meetings

Section 8. Duties of BPAC to be Advisory Only

~~It is intended that the BPAC shall be an advisory committee to the City Council. Nothing herein contained shall be construed as a limitation on the power of the City Council or the administrative staff of the City in their supervision or authority over property or personnel, which are under their jurisdictions.~~

Commented [JY7]: Moved to Section 1

Section 96. Assistance of Staff

~~The BPAC may utilize City personnel as described in Section 2.120.040 of the City Code. The City Manager of the City of Santa Clara shall provide the BPAC with information and staff assistance but the~~ The BPAC's requests may from time to time be prioritized subject to staff limitations. The City Manager has appointed the Director of Public Works and the Chief of Police or their designees to staff the BPAC.

Commented [JY8]: Covered by City Code

Section 10. Code of Ethics and Values

~~The City of Santa Clara adopted a Code of Ethics and Values to provide clear, positive statements of ethical behavior reflecting the core values of the community. The actions and words of members of City's boards, commissions and committees should represent the community's values: ethical, professional, service-oriented, fiscally responsible, organized, communicative, collaborative, and progressive.~~

Commented [JY9]: Covered by Section 2. Membership

Section 448. Amendments

~~These Amendments to the~~ guidelines may be ~~amended-recommended~~ by a quorum of the BPAC membership at any legal BPAC meeting, subject to approval by City Council.

PASSED AND RECOMMENDED FOR ADOPTION by the Bicycle Advisory
Committee this ____ day of _____.

PASSED AND ADOPTED by the Santa Clara City Council this ____ day of
_____.

Attachment 3

City of Santa Clara City Charter Article X

CITY CHARTER

Article X. Appointive Boards and Commissions

Sec. 1000 In general.

There shall be the following enumerated boards and commissions which shall have the powers and duties herein stated, and such other powers and duties as may be conferred by the City Council which are not inconsistent herewith. In addition, the City Council may create by ordinance such boards or commissions as in its judgment are required and may grant to them such powers and duties as are consistent with the provisions of this Charter.

Sec. 1001 Appropriations.

The City Council shall include in its annual budget sufficient appropriations of funds for the efficient and proper functioning of such boards and commissions.

Sec. 1002 Appointments; terms.

Except as otherwise provided in this article, the members of each of such boards or commissions shall be appointed, and shall be subject to removal, by motion of the City Council adopted by at least four affirmative votes. Except as otherwise provided in this article, the members of such boards and commissions shall serve for a term of four years and until their respective successors are appointed and qualified; provided, however, the members first appointed to those boards and commissions shall so classify themselves by lot that each succeeding July 1st the term of at least one of their number shall expire.

Sec. 1003 Meetings; Chair.

As soon as practicable, following the first day of July of every year, each of such boards and commissions shall organize by electing one of its members to serve as presiding officer at the pleasure of such board or commission. Each board or commission shall hold regular meetings as required by ordinance of the City Council, and such special meetings as it may require. All proceedings shall be open to the public unless the nature of any proceeding is such that in the opinion of such board or commission the public interest would be best served by closing a particular proceeding to the public, and the reasons therefor are declared in any action closing such proceeding. Upon conclusion of any such proceeding any final action which is to be taken by such board or commission, with respect to such proceedings, shall be taken in open meeting.

The affirmative or negative vote of a majority of the entire membership of such board or commission shall be necessary for it to take action. Each board or commission shall keep a record of its proceedings and transactions. Each board or commission may prescribe its own rules and regulations which shall be consistent with this Charter and copies of which shall be kept on file in the office of the City Clerk where they shall be available for public inspection. It shall have the same power as the City Council to compel the attendance of witnesses, to examine them under oath and to compel the

production of evidence before it. (Amended by electors at an election held March 7, 2000, Charter Chapter 11 of the State *Statutes of 2000*)

Sec. 1004 Compensation, vacancies.

The members of boards and commissions shall serve without compensation for their services as such, but may receive reimbursement for necessary traveling and other expenses when on official duty on order of the City Council.

Except as otherwise herein provided, any vacancies in any board or commission from whatever cause arising, shall be filled by appointment by the City Council. Upon a vacancy occurring leaving an unexpired portion of a term, any appointment to fill such vacancy shall be for the unexpired portion of such term. If a member of a board or commission absents himself/herself from three regular meetings of such board or commission, consecutively, unless with permission of such board or commission expressed in its official minutes, or is convicted of a crime involving moral turpitude, or ceases to be a qualified elector of the City, his/her office shall be vacant and shall be so declared by the City Council. (As amended, 1967 Statutes, Senate Concurrent Resolution No. 35; Chapter 61; Amended by electors at an election held March 7, 2000, Charter Chapter 11 of the State *Statutes of 2000*)

Sec. 1005 Oaths; affirmations.

Each member of any such board or commission shall have the power to administer oaths and affirmations in any investigation or proceeding pending before such board or commission.

Attachment 4

City Code Chapter 2.120

CITY CODE

Chapter 2.120 BOARDS AND COMMISSIONS

Article I. Establishment, Powers and Duties Generally

2.120.010 Names, membership, qualifications and terms of office.

There shall be and there are established within the City the following boards and commissions:

- (a) Planning Commission. (SCCC [2.120.050](#))
- (b) Parks and Recreation Commission. (SCCC [2.120.060](#))
- (c) Civil Service Commission. (SCCC [2.120.070](#))
- (d) Board of Library Trustees. (SCCC [2.120.080](#))
- (e) Historical and Landmarks Commission. (SCCC [2.120.100](#))
- (f) Senior Advisory Commission. (SCCC [2.120.110](#))
- (g) Youth Commission. (SCCC [2.120.130](#))
- (h) Cultural Commission. (SCCC [2.120.140](#))

All members of boards and commissions, except for members of the Youth Commission, shall be qualified electors of the City and shall serve at the pleasure of the City Council. (Ord. 947; Ord. 1088; Ord. 1241 § 3, 4-13-71; Ord. 1276 § 1, 6-26-73; Ord. 1625 § 1, 7-16-91; Ord. 1673 § 1, 6-20-95; Ord. 1809 § 1, 9-26-06; Ord. 1908 § 1, 7-16-13. Formerly § 2-90).

2.120.020 Powers and duties generally.

The boards and commissions of the City shall have the following general powers, duties and responsibilities in addition to those set forth in Article X of the Charter:

- (a) To establish rules and regulations governing the election of their officers, the holding of meetings and the conduct of business.
- (b) To utilize all appropriate techniques in crystallizing and testing public sentiment on major public issues in their respective fields.
- (c) To make budget recommendations.
- (d) To hold official hearings as required by law or requested by the City Council.
- (e) To advise and recommend on City policies and procedures pertinent to their respective activities and functions.
- (f) To support and adhere to all City policies promulgated by the City Council and to establish needed interim policies in the absence of the same.
- (g) To provide information and promote good public relations between the City and the general public.

(h) To receive at least two hours of training in general ethics principles and ethics laws relevant to their public service every two years, as required by state law and the City Council.

(i) To perform such other related functions as may be assigned to them by the City Council. (Ord. 947; Ord. 1837 § 1, 5-6-08. Formerly § 2-91).

2.120.030 Meetings.

Each board or commission of the City with members thereon appointed by the City Council shall hold regular meetings at the times and on the days indicated by resolution of the City Council except when such day falls on a City holiday, and shall hold such special meetings as it may require. The times and days for holding regular meetings are subject to amendment from time to time by resolution of the City Council. A copy of the applicable resolution(s) is and will be available for public inspection in the office of the City Clerk. (Ord. 1298 § 2, 10-15-74; Ord. 1300 § 1, 11-12-74; Ord. 1569 § 1, 5-26-87. Formerly § 2-91.1).

2.120.040 Utilization of City personnel.

The various boards and commissions may utilize the services of the appropriate City departmental personnel in carrying out their respective functions, subject to the administrative control of the City Manager. (Ord. 947. Formerly § 2-92).



Public Works/Engineering

Attachment 5

Application for Board, Commissions, and Committee



City of Santa Clara

The Center of What's Possible

21-64 ATTACHMENT 2-12/7/20 APPLICATION BOARD, COMMISSIONS, AND COMMITTEE

CITY OF SANTA CLARA

City Clerk's Office 1500 Warburton Avenue,
Santa Clara, California 95050

Phone: 408-615-2220 E-mail: Clerk@santaclaraca.gov

*If you are having trouble viewing or submitting this form please download the free version of Adobe Reader:
<http://get.adobe.com/reader>

Board/ Commission/ Committee Applying For:

Name:

Address:

City:

State:

Zip Code:

E-mail Address:

Primary Phone Number

Secondary Phone Number

Are you eligible to register to vote in Santa Clara?

☐ Yes

☐ No

☐ Unsure

Are you a registered voter of Santa Clara?

☐ Yes

☐ No

☐ Unsure

Have you attended a meeting of this Board/
Commission/Committee?

☐ Yes

☐ No

☐ Unsure

Present Employer:

Job Title:

Previous Governmental Bodies/ Elective Offices
Applicant has served:

Position/ Office Held:

Dates:

21-64 ATTACHMENT 2-12/7/20 GOVERNANCE & ETHICS MEETING

Civic or Charitable Organizations to which
Applicant has belonged:

Position(s) Held:

Dates:

| |
|--|
| |
|--|

| |
|--|
| |
|--|

| |
|--|
| |
|--|

| |
|--|
| |
|--|

| |
|--|
| |
|--|

| |
|--|
| |
|--|

| |
|--|
| |
|--|

| |
|--|
| |
|--|

| |
|--|
| |
|--|

Special Interests, Hobbies or Talents:

| |
|--|
| |
|--|

College, Professional, Vocational Schools
attended:

Major Subject:

Degree/Dates:

| |
|--|
| |
|--|

| |
|--|
| |
|--|

| |
|--|
| |
|--|

| |
|--|
| |
|--|

| |
|--|
| |
|--|

| |
|--|
| |
|--|

| |
|--|
| |
|--|

| |
|--|
| |
|--|

| |
|--|
| |
|--|

21-64 ATTACHMENT 2-12/7/20 GOVERNANCE & ETHICS MEETING

Special awards or recognition received:

Please state reasons why you want to become a member of this Board/Commission/Committee, including what specific objectives you would be working toward as a member of this advisory board:

Any other information which you feel would be useful to the City Council in reviewing your application:

Are you associated with any Organization/Employment that might be deemed a conflict of interest in performing your duties if appointed to this position?

☐ Yes

☐ No

☐ Unsure

If yes, please name the Organization or Employment.

City policy directs all advisory body members not to vote on matters where there exists a potential conflict of interest. Would you be willing to abstain from voting if such a conflict arises?

☐ Yes

☐ No

☐ Unsure

Signature of Applicant:

Date Signed:

By clicking submit you are confirming that you are the person listed in this application, and that all information provided is truthful and correct. You can also submit the completed application in person at: City Clerk's Office, 1500 Warburton Avenue, Santa Clara, California 95050. All information provided will be public information.

Attachment 6

Voting Guidelines for the Appointment of Applicants to Boards and Commissions

**CITY OF SANTA CLARA
VOTING GUIDELINES FOR THE APPOINTMENT
OF APPLICANTS TO BOARDS AND COMMISSIONS**

- 1) Council is given a copy of the applications in their weekly packet to review and consider applicant qualifications.
- 2) Council interviews applicant. Interviews are held at a City Council Meeting for the Planning Commission and Civil Service Commission. Interviews are held in a less formal area of City Hall for all other Boards and Commissions.
 - A) Each applicant is given three (3) minutes for an opening statement. The applicant may respond to questions from the Council. The applicant has one (1) minute for a closing statement.
- 3) Council votes for applicants:
 - A) If there are four (4) or fewer applicants the Council will cast one vote each for their desired appointee.
 - B) If there are five (5) or more applicants, the Council will cast one vote each for their two desired appointees. Only one vote per applicant is allowed. A Councilmember may choose to vote for only one applicant but will relinquish the other vote.
- 4) The votes are tallied:
 - A) If there are four (4) or fewer applicants the Clerk will announce the winner.
 - i. If there is a tie, there will be 3 re-votes for the Council to reconsider the applicants. The Council has the opportunity to deliberate between each round of re-voting.
 - ii. If there is still a tie and there is not a full Council present, the Council will defer the decision until a full Council is present, and re-interview the top two applicants.
 - iii. If there is a full Council present, the Members will draw straws, with the person drawing the long straw abstaining from voting at the next round. The Council has the opportunity to deliberate.
 - iv. The Council votes, with the applicant receiving the highest number of votes being the winner. The City Clerk will announce the winner.
 - B) If there are five (5) or more applicants, the Clerk will announce the two applicants who received the highest number of votes. The Council then has an opportunity to deliberate regarding the remaining two applicants.

The Council will then cast one vote each for their desired appointee. The City Clerk will announce the winner.

- i. If there is a tie, there will be 3 re-votes for the Council to reconsider the applicants. The Council has the opportunity to deliberate between each round of re-voting.
 - ii. If there is still a tie and there is not a full Council present, the Council will defer the decision until a full Council is present, and re-interview the top two applicants.
 - iii. If there is a full Council present, the Members will draw straws, with the person drawing the long straw abstaining from voting at the next round. The Council has the opportunity to deliberate.
 - iv. The Council votes, with the applicant receiving the highest number of votes being the winner. The City Clerk will announce the winner.
- 5) A Council Member makes a motion to appoint the applicant that received the highest number of votes. The Council has the opportunity to vote unanimously to appoint the applicant using the Council Chambers electronic voting equipment.

Attachment 7

Guide for Board, Commissions, and Committee Applicants



**City of
Santa Clara**
The Center of What's Possible

GUIDE FOR BOARD, COMMISSIONS AND COMMITTEE APPLICANTS

A Guide for Board, Commissions and Committee Applicants

The City Charter requires that all members of the Board, Commissions or Committee (referred to collectively as “Commissioners”) be residents and qualified electors in the City of Santa Clara (Section 1004). While membership on a Commission requires no definite qualifications, there are desirable characteristics which the City Council will be looking for as they review applications:

Familiarity with Community:

The City Council expects that all appointees have lived in Santa Clara for at least a year immediately prior to their appointment and are somewhat familiar with the physical, social and economic make-up of the City. Applicants should demonstrate an active interest and involvement in the community.

Familiarity with Major Issues:

While it will be assumed that applicants are familiar with the specific issues that are being addressed by the Commission for which they are applying, it is also expected that applicants are aware of far reaching issues that impact all sectors of City programs and services.

Knowledge of the Commission:

It is assumed that during the application process, applicants will become familiar with the responsibilities and role of the Commission in the City's policymaking structure.

Commitment to Serve:

It is fully expected that appointed Commissioners will serve their full term of office. While personal or professional circumstances might necessitate an unexpected resignation, applicants who are aware of any reasons why they may not be able to complete a full term or attend regularly scheduled meetings, should indicate this on their application. While time commitments will vary depending upon schedules and workload, Commissioners are expected to attend all scheduled meetings and in addition, may be expected to participate in study sessions or serve on subcommittees and attend Special Meetings, as necessary.

Relations with the Community:

The actions of Commissioners will reflect on the City of Santa Clara. Commissioners are expected to relate to the community with impartiality and courtesy, fostering government at its best.

Tips for Applying for a Commission

The application can be found online at www.santaclaraca.gov/commissions.

Type or Neatly Print your Application:

Staff must be able to read your application in order to process it efficiently.

Answer All Questions on the Application:

The City Council reviews your application to get an understanding of your background and experience, and what skills and talents you believe you could bring to a particular Commission. Do not forget to sign your application.

Attend one or two Meetings of the Commission for which you are Applying:

Find out what kinds of issues the Commission is currently facing and what issues may be coming in the future. Review the minutes of the Commission's meetings which are available online and in the City Clerk's Office.

Talk to Commissioners:

Contact the City Clerk's Office or visit the City's website at www.santaclaraca.gov/commissions for a roster of Commissioners. Commissioners can share with you their experience on the Commission, give you an estimate of the time commitment involved in serving, and share with you what they see as current and future issues for the Commission.

Talk to City Staff Liaisons to the Commission:

Listed on the above-mentioned roster is a City staff liaison who is assigned to work with a particular Commission. The City staff liaison is a good resource in learning more about the function and role of serving as a Commissioner. (City staff cannot recommend or lobby for any applicant for a Commission).

Find out City Council's Priorities and Interests:

Attend City Council meetings and review meeting minutes. Contact the City Clerk's Office for a schedule of meetings or visit www.santaclaraca.gov.

Review the Code of Ethics for Appointed and Elected Officials:

Included at the end of this Guide is a copy of the Code of Ethics. Review it and understand that if you are appointed to a Commission, you will be required to abide by it.

Prepare for the Interview:

Although we do not know what specific questions the City Council will ask, it is suggested that you clarify for yourself why you are applying for a specific Commission, understand the role and function of the Commission, and be familiar with the current issues it is examining.

Treat the Interview with the City Council like a Business Interview:

Professional business dress is appropriate. Understand that the City Council is not only considering what experience, skills and talents you bring to a Commission, but also how well you will represent the City.

Application Process/Appointments

When a vacancy on a Commission occurs, the City Manager's Office staff prepares a press release which is distributed to all local media, including the *Santa Clara Weekly*. The vacancy is announced during a scheduled City Council meeting, on the City's Municipal Cable Channel 15, on the City's website and through the City's social media channels. Copies of the announcement are sent to those individuals on the list of interested parties. Anyone may have their name added to the list of interested parties to be notified by contacting the City Clerk's Office or by filling out the interest form found at www.santaclaraca.gov/commissions.

Applications for vacancies are obtained online at www.santaclaraca.gov/commissions or from the City Clerk's Office at 1500 Warburton Avenue. Completed applications can be submitted online at www.santaclaraca.gov/commissions, via email to clerk@santaclaraca.gov or to the City Clerk's Office. The completed applications are forwarded to the City Council in the regular agenda packets for public review. The City Council interviews all applicants (except for the Youth Commission) at a date certain. The official appointment of Commissioners is made at a City Council meeting by at least four affirmative votes of the City Council. Applications will be kept confidential until placed on the Council agenda, at which time applications are made public in their entirety.

Youth Commission applications are distributed and available to middle school and high school students in the City of Santa Clara. The Staff Liaison will coordinate the interview process. A list of recommended applicants and alternates to the Youth Commission will be submitted to the City Council. The Council approves the final selection and appointment of Youth Commissioners.

Term of Office

Commissioners generally are appointed for a four-year term. The City Council may reappoint an existing member or fill the vacancy with a new applicant. The maximum time a Commissioner may serve is two consecutive full terms, except the Youth Commission who serve for a one-year term with a maximum of 4 years (4 terms). If an individual is appointed to fill a partial term he or she may still serve two additional full terms of office. After a lapse of at least two years, an individual is eligible to reapply to serve on the same Commission and the same application process would apply as for individuals who have never served. Individuals may apply to serve on a different Commission once their term of office expires for their current commitment (minutes of City Council meetings 12/1/59 and 10/17/78). The term of office officially begins when the new member takes the oath of office administered by the City Clerk and meets with the Staff Liaison to the Commission. There is no monetary compensation or benefits for Commissioners.

Disclosure Statements - Economic Conflicts of Interests

Disclosure statements must be filed by Planning Commissioners, Civil Service Commissioners and Housing Rehabilitation Loan Committee Members.

Commissioners of these three entities are required to file an Annual Statement of Economic Interests to disclose the investments and interest in real property held and income received each year. Newly appointed Commissioners to these groups must file an Assuming Office Statement that discloses any investments or interests in real property held by the Commissioners on the date he or she assumed office, and during the twelve (12) months prior to the date the office was assumed. All outgoing Commissioners to these groups must also file a Leaving Office Statement when he or she resigns or at the end of his or her term(s).

The City Clerk administers disclosure statements and maintains original file copies of all statements. These are available for public review in the City Clerk's Office. The statements of Planning Commissioners are forwarded to the Fair Political Practices Commission and copies are retained for public review in the City Clerk's Office.

No Contracts with the City:

Commissioners cannot have any contracts with the City. Penalties for violation of Government Code Section 1090 are severe: the contract is invalidated, the individual is disqualified for life from public office, and the individual can be charged with criminal action.

Purpose

How Commissioners Serve the Citizens of Santa Clara

“You make a living by what you get, but you make a life by what you give.”

Winston Churchill

Commissioners play a critical role in the City of Santa Clara. They serve as a conduit for citizen input - a way of gathering, analyzing and recommending options to the City Council which has the final responsibility for making policy decisions. City staff can provide professional and technical expertise and, of course, any citizen can come before the City Council to offer an opinion or make a suggestion. Commissioners provide another important avenue for determining the community's feelings about an issue. The individuals who serve on Commissions are among the most respected and appreciated volunteers in the community.

The formal descriptions of the roles and responsibilities of Commissioners, as set in the City Charter and City Code, are included in the back of this guide. Here is a brief summary of how Commissions serve the democratic process in the City of Santa Clara.

The Purpose of Commissions in Santa Clara is to:

- Hold public meetings and use other means to determine how the community feels about issues related to their respective fields.
- Recommend policies and procedures related to their respective fields to the City Council.
- Serve as an intermediary between the public, City staff, and the City Council by providing information, explanation, and support for different points of view.
- Exemplify the mission statement of City government in Santa Clara which is "to promote a living and working environment that allows for the best quality of life by serving the community with resourceful, efficient, progressive and professional leadership."

City Government Background Information

Putting Commissions into Context

"Those in high places are more than the administrators of government bureaus. They are more than the writers of law. They are the custodians of a nation's ideals, of the beliefs it cherishes, of its permanent hopes, of the faith which makes a nation out of a mere aggregation of individuals."

Walter Lippmann

The City of Santa Clara is a Charter City, incorporated in 1852 under the laws of the State of California. Santa Clara uses a Council-Manager form of government. The City Council serves as the legislative body, sets policies and procedures, and represents the citizens of Santa Clara. The City Manager, as the Chief Executive Officer appointed by the City Council, implements City Council policies and procedures. The City Attorney and the City Auditor are also appointed by the City Council while the City Clerk and the Chief of Police are full-time elected positions. The City Council also serves as the governing board for the Stadium Authority, Sports and Open Space Authority, and Housing Authority, with the City Manager, City Attorney, and City Clerk serving in comparable roles.

City Council

The Santa Clara City Council, the governing body of the City, is made up of six Council Members and a directly elected Mayor, who are elected in a non-partisan election and serve "at large," representing the whole City; not a particular district. The City Council is accountable to the citizens it serves. Elections are held in November of even calendar years except when special elections are held. City Council Members and the Mayor serve four-year terms and each may serve a maximum of two consecutive terms. Four council terms are up in one election; two other council terms and the Mayor's term are up two years later.

The City Council formulates policies, approves programs, appropriates funds and establishes local taxes and assessments. The decisions of the City Council are reached by a majority vote. The City Council enacts local laws (ordinances) and regulations for governing of the City. The local ordinances adopted by the City Council are in the City Code. Other City Council directives and policies are recorded in resolutions or council minutes.

The Santa Clara City Council generally meets twice per month, separately but concurrently with the Santa Clara Stadium Authority, Sports and Open Space Authority and City of Santa Clara Housing Authority. Meetings generally start in the evening at various times between 5:00 pm and 7:00 pm. Copies of the concurrent City Council agenda are available 72 hours before the meetings at the City Clerk's Office, Central Park Library, Mission Library Family Reading Center, Northside Branch Library and on the City's website www.santaclaraca.gov/commissions. Agenda packets, which contain the agenda and information on each agenda item, are available in the City Clerk's Office, on the City's website, and can also be viewed at all City libraries. Summaries of the actions from previous City Council meetings can also be found on the City's website.

Council meetings are broadcast live on Cable Channel 15, "Mission City TV." Council meetings are also streamed live on the City's website. Agendas and back-up reports can also be found on the City's website. Following the Council Meeting, a rebroadcast of the meeting will be

shown on Cable Channel 15 on Wednesday at 7:00 pm and Thursday at 1:00 pm. Call 1-408-615-2210 for broadcast information. DVD's of the meetings are placed at all three City Libraries for checkout by patrons. Council meeting highlights and other municipal announcements appear weekly on "Mission City TV."

City Manager

The City Manager is the chief executive officer and the head of the administrative branch of the City government. The City Manager is appointed by the City Council. The City Manager attends all City Council meetings, implements policies and procedures initiated by the City Council, prepares and administers the municipal budget, advises the City Council of future financial needs of the City, initiates and supervises business relationships, and directs the daily operations of City government. The use of City-owned property and economic development are handled through the City Manager's Office, as are community and media relations, special projects, research and contracts, emergency services, training and safety, redevelopment, special agency activities, and the overall general administration budget. The City Manager's Office also administers the franchise for cable systems within City boundaries and manages the City's government cable channel and video services. The City Manager is responsible for all City personnel and serves as a liaison to each commission. The City Manager also serves as the Executive Director of the Santa Clara Stadium Authority; City of Santa Clara Housing Authority; and Contract Administrator for the Sports and Open Space Authority.

City Attorney

The City Attorney is appointed by the City Council. The City Attorney advises the City Council and City officers (in their official capacity) in legal matters; attends all City Council meetings and some board/commissions/committee meetings; represents the City in legal actions and proceedings; and retains, supervises and monitors outside legal counsel. The office of the City Attorney also approves the form of all bonds and contracts made by the City; prepares/approves all ordinances, resolutions and amendments for the City; and prosecutes criminal cases for violation of the Charter and City ordinances. The members of the City Attorney's Office (attorneys and staff) maintain an attorney-client relationship with the City, its officers, agents and employees, so their official communications are protected as confidential attorney-client privilege.

City Clerk

The City Clerk is directly elected by the residents and serves as the City's elections official, implements Santa Clara's good-government community outreach programs, and protects the public record of City Council proceedings. The City Clerk conducts municipal elections for candidates and initiatives, as well as implements Fair Political Practices Commission statements of economic interest and campaign disclosure statements of candidates. The City Clerk implements many of the City's good government and community outreach efforts as they relate to elections, voter registration, board and commission recruitment, and citizenship outreach. The City Clerk attends all City Council meetings and is responsible for the recording, writing and maintenance of the records of City Council proceedings. The City Clerk publishes ordinances, resolutions, and other official City documents as well as stores and indexes official documents and City records for retrieval. The City Clerk is also the custodian of the Seal of the City, administers oaths, receives and records claims and official notices pertaining to the affairs and business of the City, and certifies copies of official records.

City Auditor

The City Auditor is one of three positions appointed by the City Council. The City Auditor audits and approves all bills, invoices, payrolls, demands, or charges against the City government. With the advice of the City Attorney, the City Auditor also advises the City Council as to the regularity, legality and correctness of any claims, demands or charges. Additionally, the City Auditor works closely with the City Manager and the Director of Finance for the effective administrative implementation of Council goals in conformity with City, County, State and Federal laws and regulations.

Santa Clara Stadium Authority

The Santa Clara Stadium Authority ("Stadium Authority") was created on February 22, 2011 with the approval of a Joint Powers Agreement between the City Council and the Redevelopment Agency [Resolution No. 11-7825 and 11-7 (RA)]. It was formed as a Joint Powers Authority to facilitate the development, ownership and operation of the Stadium and to fulfill the mandates of Measure J, "The Santa Clara Stadium Taxpayer Protection and Economic Progress Act." The Stadium Authority is structured so that the City will be liable for the debts or obligations of the Stadium Authority. The members of the City Council shall serve as Board Members on the Stadium Authority [Resolution No. 11-7 (STADIUM AUTHORITY) approved March 29, 2011]. The Stadium Authority generally meets on Tuesdays, separately but concurrently with City Council meeting in the City Hall Council Chambers at 1500 Warburton Avenue, Santa Clara, California. Call 1-408-615-2210 for additional information.

Sports and Open Space Authority (SOSA)

The Sports and Open Space Authority of the City of Santa Clara was created in 1974, establishing a separate agency to deal with the problems of acquisition and preservation of open space within the City and the development of local sports activities. Since its creation, the Sports and Open Space Authority has been involved in a number of successful projects for and on behalf of the City, including the Santa Clara Golf and Tennis Club, and the Ulistac Natural Area. The Sports and Open Space Authority meets on Tuesdays, separately but concurrently with the City Council meetings in the Council Chambers at City Hall, 1500 Warburton Avenue, Santa Clara, California. Call 1-408-615-2210 for additional information.

City of Santa Clara Housing Authority

The City of Santa Clara Housing Authority was created on February 22, 2011 by the City Council due to findings that unsanitary and/or unsafe inhabited dwelling accommodations existed and that there was a shortage of safe or sanitary dwelling accommodations in the City available to persons of low income at rentals they can afford by the City of Santa Clara on February 22, 2011 (Resolution No. 11-7827). The members of the City Council shall serve as Commissioners on the Housing Authority [Resolution No. 11-3 (HOUSING AUTHORITY) approved March 15, 2011]. The Housing Authority administers the Affordable Housing Fund to provide financing assistance for various programs and projects in the City of Santa Clara that provide affordable housing opportunities, projects and programs for very low, low and moderate income households. The Housing Authority generally meets on Tuesdays, separately but concurrently with the City Council meetings in the Council Chambers at City Hall, 1500 Warburton Avenue, Santa Clara, California. Call 1-408-615-2490 for additional information.

City Board, Commissions, and Committee Information

Board, Commissions, and Committee

The City of Santa Clara currently has nine advisory groups categorized as a board, commission or committee. Each has a specific focus and serves to make recommendations to the City Council on issues related to that specific policy field. The City Manager is the official liaison to each group and either serves personally as the liaison or appoints a staff member to serve in this capacity.

Commissioners are volunteers who are appointed by the City Council and serve at the pleasure of the City Council. Commissioners must be residents of Santa Clara and be qualified electors in the City of Santa Clara. The Youth Commission is open to Santa Clara residents between the ages of 12-19 years old.

Members of Charter-established Commissions (Planning Commission, Civil Service Commission, Parks and Recreation Commission and the Board of Library Trustees) have the power to administer oaths and affirmations in any investigation or proceeding pending before that group. Generally, only the Planning Commission, Civil Service Commission and Housing Rehabilitation Loan Committee conduct investigations or proceedings.

| | | |
|--|---|---|
| Board of Library Trustees | Generally 1 st Monday, 6:30 pm | Central Park Library Board Room 2635 Homestead Road |
| Establishes, accepts and supervises the public library program. The Board also makes and enforces by-laws, rules and regulations for the administration of the public library. (5 members) | | |
| Civil Service Commission | Generally 2 nd Monday, 7:00 pm Every other month | City Hall Council Chambers 1500 Warburton Avenue |
| Advises the City Council on matters pertaining to Civil Service rules and regulations and acts as a Board of Review to hear petitions by Civil Service employees and applicants. (5 members) | | |
| Cultural Commission | Generally 1 st Monday, 7:00 pm | City Hall Staff Conference Room 1500 Warburton Avenue |
| Advises the City Council on matters pertaining to the enhancement of multicultural experiences and beautification of the City through art. (7 members) | | |
| Historical and Landmarks Commission | Generally 1 st Thursday, 7:00 pm | City Hall Council Chambers 1500 Warburton Avenue |
| Advises the City Council on matters pertaining to historical landmarks, names and renaming of streets, and the marking and preservation of historical landmarks. (7 members) | | |

21-64 ATTACHMENT 2-12/7/20 GOVERNANCE & ETHICS MEETING

| | | |
|--|---|---|
| Housing Rehabilitation Loan Committee | Quarterly, Generally 2 nd Thursday, 8:00 am | Housing and Community Services Division 1500 Warburton Avenue |
| Reviews applicant proposals from low to moderate income homeowners for City loans or grants for home improvements. (4 members) | | |
| Parks and Recreation Commission | Generally 3 rd Tuesday, 7:00 pm | City Hall Cafeteria 1500 Warburton Avenue |
| Advises the City Council in all matters pertaining to parks, recreation, playgrounds and entertainment. The Commission oversees an annual Art & Wine Festival held in Central Park. (7 members) | | |
| Planning Commission | Generally 2 nd and 4 th Wednesdays, 7:00 pm | City Hall Council Chambers 1500 Warburton Avenue |
| Advises the City Council in all matters pertaining to the physical development of Santa Clara, and makes recommendations with respect to land subdivisions, zoning (as prescribed by ordinances) and more. (7 members) | | |
| Senior Advisory Commission | Generally 4 th Monday, 10:00 am | Senior Center 1303 Fremont Street |
| Advises the City Council in matters affecting people age 50 and older in Santa Clara, including health, education, employment, housing, transportation and recreation. (7 members) | | |
| Youth Commission | Generally 2 nd Tuesday, 6:00 pm September through May | Teen Center 2446 Cabrillo Avenue |
| Advises the City Council on community programs for youth and teens, and encourages youth involvement in local government. (15 members) | | |

Specific Responsibilities of Commissions

Board of Library Trustees

There shall be a Board of Library Trustees consisting of five members to be appointed by the City Council from the qualified electors of the City and no member of said Board shall hold any paid office or employment in the City government. (Charter Sec. 1012)

The Board of Library Trustees shall have charge of the administration of the Santa Clara Free Public Library and shall have power and be required to:

- (a) Make and enforce such by-laws, rules and regulations as it may deem necessary for the administration and protection of the City library;
- (b) Approve or disapprove the appointment of a librarian who shall be the department head;
- (c) Accept into the library fund and administer money, personal property or real estate donated to the City or otherwise acquired for library purposes subject to the approval of the City Council;
- (d) Contract with school, county or other governmental agencies to render or receive library services or facilities, subject to the approval of the City Council. (Charter Sec. 1013)

The Board of Library Trustees shall be primarily responsible for the following:

- (a) Establishing, accepting and supervising a significant public library program.
- (b) Providing for balanced library collections and services which represent the diverse perspectives of the community.
- (c) Making recommendations to the City Council on library policies which ensure maximum public access to library collections and services.
- (d) Serving as a central focus for citizen comment on library operations and materials and the provision of appropriate recommendations or response.
- (e) Supporting educational, recreational and cultural activities for citizens of all age groups, consistent with the mission of the library program.
- (f) Representing the library program to the City, the community, other government agencies and organizations.
- (g) Performing such other duties and exercising such powers as the City Council may impose or require. (City Code Section 2.120.080)

Civil Service Commission

There shall be a Civil Service Commission consisting of five members to be appointed by the City Council from the qualified electors of the City, none of whom shall hold any paid office or employment in the City government. (Charter Sec. 1010)

Civil Service Commission – Powers and duties.

(a) The Civil Service Commission is charged with the duty of providing qualified persons for appointment to the service of the City. All appointments in the public service shall be made for the good of that service, and solely upon merit and fitness, as established by appropriate test, without regard to partisan politics, race, color or religious belief.

(b) Act as Board of Review to hear petitions by civil service employees, and applicants for civil service positions, and to grant or deny such petitions.

(c) Perform such other duties as may be required by the civil service rules and regulations. (Charter Sec. 1011)

The Civil Service Commission shall be primarily responsible for the following:

(a) The establishment, acceptance and continued supervision of a well-rounded civil service program.

(b) The recruiting, examining and establishing of a list of eligibles for appointment to the City service in accordance with established merit principles.

(c) The hearing of appeals by members of the classified service and acting upon the same. (City Code Section 2.120.070)

Cultural Commission

The Cultural Commission shall consist of seven members, whose members shall not hold any paid office or employment in the City government, and shall be primarily responsible for the following:

(a) Act in an advisory capacity to the City Council in all matters pertaining to cultural enrichment and beautification of the city.

(b) Encourage the beautification of the City and programs for the cultural enrichment of the City.

(c) Perform such other duties and exercise such powers as the City Council may impose or require. (City Code Section 2.120.090).

Historical and Landmarks Commission

The Historical and Landmarks Commission shall consist of seven members, whose members shall not hold any paid office or employment in the City government, and shall have power and be required to do the following:

- (a) Act in an advisory capacity to the City Council in all matters pertaining to historical landmarks, names and renaming of streets, museums and the establishment thereof in the City, and the marking and preservation of historical landmarks and places.
- (b) Exercise such other functions as it may be required to perform by the City Council. (City Code Section 1.120.100)

Parks and Recreation Commission

There shall be a City Parks and Recreation Commission consisting of seven members to be appointed by the City Council from the qualified electors of the City, none of whom shall hold any paid office or employment in the City government. (Charter Sec. 1008)

The Parks and Recreation Commission shall have power and be required to:

- (a) Act in advisory capacity to the City Council in all matters pertaining to parks, recreation, playgrounds and entertainment.
- (b) Consider the annual budget of the Parks and Recreation Department during the process of its preparation and make recommendations with respect thereto to the City Manager and the City Council.
- (c) Assist in the planning and supervision of a recreation program for the inhabitants of the City, promote and stimulate public interest therein and to that end, solicit to the fullest extent possible the cooperation of school authorities and other public and private agencies interested therein. (Charter Section 1009)

The Parks and Recreation Commission shall be primarily responsible for the following:

- (a) The establishment, acceptance and continued supervision of a long-range parks and recreational program for the City.
- (b) Planning and implementing an annual program of recreational and cultural activities for all age groups.
- (c) Recommending and supervising all the City's contractual relationships with other agencies in the recreational field.
- (d) Serve as a correlating agency between the City and other units of government on recreational undertakings.
- (e) The planning and supervision of the City cemetery. (City Code Section 2.120.060)

Planning Commission

There shall be a City Planning Commission consisting of seven members to be appointed by the City Council from the qualified electors of the City, none of whom shall hold any paid office or employment in the City government except that the City Manager, and the Director of Public Works and Utilities, or their designated representatives, shall serve as ex-officio members of the commission. (Charter Sec. 1006)

The Planning Commission shall have power and be required to:

- (a) After a public hearing thereon, recommend to the City Council the adoption, amendment, or repeal of the General Plan or any part thereof for the physical development of the City.
- (b) Exercise such functions with respect to land subdivisions, planning, and zoning as may be prescribed by ordinance.
- (c) Exercise such planning, zoning, environmental or other function as now or may be hereafter authorized by the provisions of the State of California in so far as they do not conflict with the provisions of this Charter. (Charter Section 1007)

The Planning Commission shall be primarily responsible for and have the following duties:

- (a) The establishment, acceptance and continued supervision of a long-range master plan for the future development of the City.
- (b) The proper application and preservation of the zoning and land use regulations of the City and recommending such revisions and amendments as may be deemed necessary.
- (c) The processing of subdivision tract maps and property development applications in accordance with prescribed standards.
- (d) Serve as a correlating agency for the capital improvement program of the City. (City Code Section 1.120.050)

Senior Advisory Commission

The Senior Advisory Commission shall consist of seven members who shall not hold any paid office or employment in the City government, and shall have the following powers, functions, and duties:

- (a) Study, review, evaluate and make recommendations to the City Council relative to any and all matters affecting elderly people in the City of Santa Clara.
- (b) Make such studies and submit to the Council such reports or recommendations respecting matters affecting elderly people, and such matters as the Council may from time to time request. (City Code Section 2.120.110)

Youth Commission

The Youth Commission shall consist of no more than fifteen youth members who shall be residents of the City and be primarily responsible for the following:

- (a) To act in an advisory capacity to the City Council in all matters pertaining to the youth and teen population within Santa Clara, especially as related to municipal programs and projects of the City.
- (b) To perform such other related functions as may be assigned to them by the City Council.

Additional powers and duties of the Youth Commission shall be as determined by the City Council, by resolution, and may be amended, from time to time, to properly reflect changes in qualifications, composition and responsibilities of the Youth Commission as the City Council deems necessary. (City Code Section 2.120.130)

Housing Rehabilitation Loan Committee

The Housing Rehabilitation Loan Committee consists of four members: a City Councilmember and three residents. The Committee meets quarterly to vote on projects and issues related to the Community Services Division Neighborhood Conservation and Improvement Program (NCIP) which utilizes federal Community Development Block Grant (CDBG) and Home Investment Partnerships Act Entitlement (HOME) monies to rehabilitate homes of low to moderate income homeowners who reside within the City limits.



City of Santa Clara, CA Code of Ethics and Values



PREAMBLE

The proper operation of democratic government requires that decision-makers be independent, impartial, and accountable to the people they serve. The City of Santa Clara has adopted this Code of Ethics and Values to promote and maintain the highest standards of personal and professional conduct in the City's government. All elected and appointed officials, City employees, volunteers, and others who participate in the city's government are required to subscribe to this Code, understand how it applies to their specific responsibilities, and practice its eight core values in their work. Because we seek public confidence in the City's services and public trust of its decision-makers, our decisions and our work must meet the most demanding ethical standards and demonstrate the highest levels of achievement in following this code.

1. As a Representative of the City of Santa Clara, I will be *ethical*.
In practice, this value looks like:

- a.) I am trustworthy, acting with the utmost integrity and moral courage.
- b.) I am truthful, do what I say I will do, and am dependable.
- c.) I make impartial decisions, free of bribes, unlawful gifts, narrow political interests, and financial and other personal interests that impair my independence of judgment or action.
- d.) I am fair, distributing benefits and burdens according to consistent and equitable criteria.
- e.) I extend equal opportunities and due process to all parties in matters under consideration. If I engage in unilateral meetings and discussions, I do so without making voting decisions.
- f.) I show respect for persons, confidences, and information designated as "confidential."
- g.) I use my title(s) only when conducting official City business, for information purposes, or as an indication of background and expertise, carefully considering whether I am exceeding or appearing to exceed my authority.

2. As a Representative of the City of Santa Clara, I will be *professional*.
In practice, this value looks like:

- a.) I apply my knowledge and expertise to my assigned activities and to the interpersonal relationships that are part of my job in a consistent, confident, competent, and productive manner.
- b.) I approach my job and work-related relationships with a positive attitude.
- c.) I keep my professional knowledge and skills current and growing.

3. As a Representative of the City of Santa Clara, I will be *service-oriented*.
In practice, this value looks like:

- a.) I provide friendly, receptive, courteous service to everyone.
- b.) I am attuned to, and care about, the needs and issues of citizens, public officials, and city workers.
- c.) In my interactions with constituents, I am interested, engaged, and responsive.

4. As a Representative of the City of Santa Clara, I will be *fiscally responsible*

In practice, this value looks like:

- a.) I make decisions after prudent consideration of their financial impact, taking into account the long-term financial needs of the City, especially its financial stability.
- b.) I demonstrate concern for the proper use of City assets (e.g., personnel, time, property, equipment, funds) and follow established procedures.
- c.) I make good financial decisions that seek to preserve programs and services for City residents.

5. As a Representative of the City of Santa Clara, I will be *organized*.

In practice, this value looks like:

- a.) I act in an efficient manner, making decisions and recommendations based upon research and facts, taking into consideration short and long term goals.
- b.) I follow through in a responsible way, keeping others informed, and responding in a timely fashion.
- c.) I am respectful of established City processes and guidelines.

6. As a Representative of the City of Santa Clara, I will be *communicative*.

In practice, this value looks like:

- a.) I convey the City's care for and commitment to its citizens.
- b.) I communicate in various ways that I am approachable, open-minded and willing to participate in dialog.
- c.) I engage in effective two-way communication, by listening carefully, asking questions, and determining an appropriate response which adds value to conversations.

7. As a Representative of the City of Santa Clara, I will be *collaborative*.

In practice, this value looks like:

- a.) I act in a cooperative manner with groups and other individuals, working together in a spirit of tolerance and understanding.
- b.) I work towards consensus building and gain value from diverse opinions.
- c.) I accomplish the goals and responsibilities of my individual position, while respecting my role as a member of a team.
- d.) I consider the broader regional and State-wide implications of the City's decisions and issues.

8. As a Representative of the City of Santa Clara, I will be *progressive*.

In practice, this value looks like:

- a.) I exhibit a proactive, innovative approach to setting goals and conducting the City's business.
- b.) I display a style that maintains consistent standards, but is also sensitive to the need for compromise, "thinking outside the box," and improving existing paradigms when necessary.
- c.) I promote intelligent and thoughtful innovation in order to forward the City's policy agenda and City services.

Approved by City Council on April 4, 2000; modified by Council on August 21, 2001

PRACTICAL CAMPAIGN ETHICS IN SANTA CLARA

| If I pledge that . . . | because our community values | then is this behavior appropriate? |
|--|---|--|
| 1. I shall conduct my campaign openly and publicly, discussing the issues as I see them, presenting my record and policies with sincerity and frankness, and criticizing the record and policies of my opponent or political parties which merit such criticism. | <ul style="list-style-type: none"> • integrity • truth • moral courage • professionalism | <ul style="list-style-type: none"> —avoiding tough issues and instead focusing on personalities and innuendo —sending out a “hit piece” that distorts my opponent’s record, educational background, and positions on issues —timing this “distortion piece” so it arrives when it’s too late for opponent’s response |
| 2. I shall not use or permit the use of character defamation, whispering campaigns or scurrilous attacks on any candidate or his or her personal or family life. | <ul style="list-style-type: none"> • ethics • respect • fairness • compassion | <ul style="list-style-type: none"> —reveal that my opponent is a recovering alcoholic —exploit the criminal record of my opponent’s child —instruct my aide to give the press the name and phone number of a person who claims to have had an affair with my opponent |
| 3. I shall not use or permit any appeal to negative prejudice based upon race, sex, religion, national origin, physical health status, or age. | <ul style="list-style-type: none"> • tolerance • diversity • fairness • respect | <ul style="list-style-type: none"> —portray my opponent as too old to be an effective leader —make the claim that because of my religious beliefs I am better able to respect certain community values —question the person’s patriotism simply because they were not born in this country |
| 4. I shall not use or permit any dishonest or unethical practice which tends to corrupt or undermine our American system of free elections, or which hampers or prevents the full and free expression of the will of the voters including acts intended to hinder or prevent any eligible person from registering to vote, enrolling to vote, or voting. | <ul style="list-style-type: none"> • fairness • integrity • participation • justice • honesty • service-orientation | <ul style="list-style-type: none"> —use my current public position as an early campaign soapbox, altering my previous behavior, paying attention to current matters only if they advance my campaign. —encourage the misuse of the absentee ballot —publish erroneous poll data that skews the public’s perception —support third-party mailers which give the impression that you have been endorsed by parties, people, politicians when you haven’t been. |
| 5. I shall not coerce election help or campaign contributions for myself or any other candidate from my employees. | <ul style="list-style-type: none"> • respect • freedom | <ul style="list-style-type: none"> —promise future perks to groups who help organize and facilitate campaign appearances |
| 6. I shall immediately and publicly repudiate support deriving from any individual or group which resorts, on behalf on my candidacy, or in opposition to that of my opponent, to the methods and tactics which I condemn. I shall accept responsibility to take firm action against any who violates any provision of this code or the laws governing elections | <ul style="list-style-type: none"> • integrity • accountability • role modeling | <ul style="list-style-type: none"> —a third party group who supports you because of one issue on which you see eye to eye, distribute false information about your opponent. When asked about it by the press, you say “no comment.” —a supporter of yours organizes a “beer bus” to bring students to the polls; your name is featured prominently on the bus |
| 7. I shall defend and uphold the right of every qualified American voter to full and equal participation in the electoral process | <ul style="list-style-type: none"> • participation • justice | <ul style="list-style-type: none"> —on the day before the election your staff plants a rumor that people in a certain neighborhood supporting your opponent have had their polling location changed leading to confusion and fewer votes. |
| <p>NOTES</p> <p>Prepared by Thomas Shanks and Barry Stenger, Markkula Center for Applied Ethics</p> | | |



A COUNCIL OF TRUST PRINCIPLES, NORMS, STANDARDS AND BEST PRACTICES

At a Special Meeting on “Managing Change” held on Monday, July 29, 2002, the Council discussed managing change brought about by the implementation of *The Code of Ethics and Values*. The Council’s goal was to draft a set of norms to guide those running for elected office. By the end of the session, the Council had described “running for office and living our values” as looking like:

1. Following These Guiding Principles

- Look at the law and also at “the right thing to do.”
- Hold yourself and each other to the higher standard.
- Honor the common good. Represent community.
- Separate role as Council Member from role as candidate. Honor your role as a Council Member. Act as a member of the Council Team.
- Assume all are here for service of city.
- Think strategically. Educate.
- Communicate consistently that ethics is upfront in this campaign.

2. Using These Specific Norms and Standards

- Don’t jump to conclusions.
- Avoid finger- pointing.
- Stick to the issues.
- Tell the truth. Don’t mislead.
- Rely on facts and interpret them as fairly as you can.
- Avoid impression of representing city, overstating our contributions.
- Don’t assume you know someone else’s motive. Attribute positive motive of service to community.
- Treat others with respect. Golden Rule (“Treat others as you would want to be treated.” Alternately: “What you do not wish done to yourself, do not do to others.”)
- Respect the process.
- Respect City resources.

3. Adopting These Best Practices:

- Wait. Get Facts.
- Talk to each other. Go directly to the other person. Discuss.
- Arrive at ground-rules with your opponents beforehand, if at all possible.
- Communicate your ethics clearly ahead of time to your staff and workers.
- Make clear to all your supporters how you are running your campaign and what you will do if anyone distorts that or attacks an opponent in an unethical manner.
- Appoint and empower a staff conscience to help when time is short and stressed.
- Ask the ethics questions by habit: Use the decision-making tool, and especially ask: How does this decision advance the City’s values in best practice? What ethics reasons make this the right thing to do?
- Use ethics language to explain your decisions.
- Have something written stand “the test of time.”
- Maintain a sense of humor. Take the responsibility of the office seriously – don’t take yourself too seriously.
- Be able to look at yourself in the mirror at the end of the day...and set a high standard for what you want to see. The Council agreed that these practices would create behavior that they and others would trust, thus the “Council of Trust”.

Approved by Council August 20, 2004 (revised during April 27, 2004 Council Workshop)



City of Santa Clara

1500 Warburton Avenue
Santa Clara, CA 95050
santaclaraca.gov
@SantaClaraCity

Agenda Report

21-1332

Agenda Date: 1/25/2021

REPORT TO BICYCLE AND PEDESTRIAN ADVISORY COMMITTEE

SUBJECT

Update on Governance Item/Revise BPAC Bylaws (Liw)

BACKGROUND

At the September 14, 2020 Governance and Ethics Committee meeting (Item 20-313), the Committee provided direction to staff to formalize the Bicycle and Pedestrian Advisory Committee (BPAC) and ensure that the BPAC is consistent with other boards, commissions, and committees (Commissions). In addition, in October 2019, member Kratz requested an annual work plan topic (Attachment 1) to discuss changes to the BPAC bylaws.

In response, staff prepared changes to amend the City Code and BPAC Policy guidelines. At the October 26, 2020 BPAC meeting, staff presented proposed changes to the City Code and BPAC Policy guidelines (Attachment 2) and BPAC members provided numerous comments. BPAC voted to table the item and form an adhoc subcommittee (Subcommittee) comprised of three BPAC members to review the proposed changes to the City Code and BPAC Policy guidelines and to draft changes and comments to present to staff and the full BPAC.

At the December 7, 2020 Governance and Ethics Committee meeting (Item 20-991, Attachment 3), staff provided an update to the Committee on formalizing the BPAC and requested deferral of the item based on the upcoming BPAC subcommittee review of the proposed changes to the City Code and BPAC Policy Guidelines. The Committee accepted staff's recommendation for deferral and directed staff to return to the Committee in March 2021 for further updates. At the December 10, 2020 BPAC meeting (Attachment 4), Subcommittee members provided individual reports to staff and the full BPAC. The Subcommittee stated they could not come to full agreement on all of their proposed changes or comments.

DISCUSSION

Staff reviewed and considered all of the BPAC comments from the October 26, 2020 and December 10, 2020 BPAC meetings and recommends further changes to formalize BPAC and ensure the BPAC is consistent with other Commissions. These changes include:

- City Code amendment with final changes (Attachment 5)
- BPAC Policy Guidelines amendment with final changes (Attachment 6)
- Compliance with Charter, Code, and Clerk rules for Commissions
 - Committee action must be supported by a majority (5 of 9)
 - Members must be qualified electors of the City, defined as a United States citizen, 18 years of age or older, and living within the city limits of Santa Clara. An appointee may not hold any paid office or employment in the City. The person does not need to be a registered voter.

- Members are limited to two consecutive terms
- Membership terms will expire in June instead of December
- Membership applications are to be administered by the City Clerk and applicants are to be interviewed and appointed by City Council

Below is a table summarizing the existing and proposed procedures for BPAC.

| Item | Existing | Proposed | Other Commissions |
|---------------------------------------|-----------------------|---|-------------------------|
| Purpose | BPAC Policy guideline | City Code Chapter 2.120 | City Code Chapter 2.120 |
| Membership and meeting rules | BPAC Policy guideline | BPAC Policy guideline revised to reference City Charter Article X | City Charter Article X |
| Filling membership vacancies | BPAC Policy guideline | BPAC Policy guideline revised to reference City Clerk procedures | City Clerk procedures |
| New member application administration | Public Works | City Clerk | City Clerk |
| New member interviews and voting | BPAC | City Council | City Council |
| New member appointment | City Council | City Council | City Council |

The City Code and Policy Guidelines amendments presented in this report are the final changes proposed. Staff recommends BPAC approve the changes and staff will present the recommendations to the Governance and Ethics Committee in March 2021.

RECOMMENDATION

BPAC to recommend amendments to the City Code and BPAC Policy Guidelines for Governance and Ethics Committee approval.

Written by: Jonathan Yee, Transportation Manager, Public Works

Reviewed by: Carol Shariat, Principal Transportation Planner, Public Works

Approved by: Michael Liw, Assistant Director/City Engineer, Public Works

ATTACHMENTS

1. Annual Work Plan Topic Request Form - BPAC Bylaws
2. October 26, 2020 BPAC Report on Governance
3. December 7, 2020 Governance and Ethics Committee Report on BPAC Governance
4. December 10, 2020 BPAC Subcommittee Report on Governance
5. Recommended City Code Amendment
6. Recommended BPAC Policy Guidelines Amendment

21-64 ATTACHMENT 4-RECOMMENDED CITY CODE AMENDMENT (CLEAN)

Chapter 2.120 BOARDS, COMMISSIONS, AND COMMITTEES

Article I. Establishment, Powers and Duties Generally

2.120.010 Names, membership, qualifications and terms of office.

There shall be and there are established within the City the following boards, commissions, and committees:

- (a) Planning Commission. (SCCC [2.120.050](#))
- (b) Parks and Recreation Commission. (SCCC [2.120.060](#))
- (c) Civil Service Commission. (SCCC [2.120.070](#))
- (d) Board of Library Trustees. (SCCC [2.120.080](#))
- (e) Historical and Landmarks Commission. (SCCC [2.120.100](#))
- (f) Senior Advisory Commission. (SCCC [2.120.110](#))
- (g) Youth Commission. (SCCC [2.120.130](#))
- (h) Cultural Commission. (SCCC [2.120.140](#))
- (i) Bicycle and Pedestrian Advisory Committee. (SCCC [2.120.150](#))

All members of boards, commissions, and committees, except for members of the Youth Commission and the Bicycle and Pedestrian Advisory Committee, shall be qualified electors of the City and shall serve at the pleasure of the City Council. Members of the Bicycle and Pedestrian Advisory Committee shall be 18 years of age or older and must live or work in the City. (Ord. 947; Ord. 1088; Ord. 1241 § 3, 4-13-71; Ord. 1276 § 1, 6-26-73; Ord. 1625 § 1, 7-16-91; Ord. 1673 § 1, 6-20-95; Ord. 1809 § 1, 9-26-06; Ord. 1908 § 1, 7-16-13. Formerly § 2-90).

2.120.020 Powers and duties generally.

The boards, commissions, and committees of the City shall have the following general powers, duties and responsibilities in addition to those set forth in Article X of the Charter:

- (a) To establish rules and regulations governing the election of their officers, the holding of meetings and the conduct of business.
- (b) To utilize all appropriate techniques in crystallizing and testing public sentiment on major public issues in their respective fields.
- (c) To make budget recommendations.
- (d) To hold official hearings as required by law or requested by the City Council.
- (e) To advise and recommend on City policies and procedures pertinent to their respective activities and functions.
- (f) To support and adhere to all City policies promulgated by the City Council and to establish needed interim policies in the absence of the same.

(g) To provide information and promote good public relations between the City and the general public.

(h) To receive at least two hours of training in general ethics principles and ethics laws relevant to their public service every two years, as required by state law and the City Council.

(i) To perform such other related functions as may be assigned to them by the City Council. (Ord. 947; Ord. 1837 § 1, 5-6-08. Formerly § 2-91).

2.120.030 Meetings.

Each board, commission, or committee of the City with members thereon appointed by the City Council shall hold regular meetings at the times and on the days indicated by resolution of the City Council except when such day falls on a City holiday, and shall hold such special meetings as it may require. The times and days for holding regular meetings are subject to amendment from time to time by resolution of the City Council. A copy of the applicable resolution(s) is and will be available for public inspection in the office of the City Clerk. (Ord. 1298 § 2, 10-15-74; Ord. 1300 § 1, 11-12-74; Ord. 1569 § 1, 5-26-87. Formerly § 2-91.1).

2.120.040 Utilization of City personnel.

The various boards, commissions, and committees may utilize the services of the appropriate City departmental personnel in carrying out their respective functions, subject to the administrative control of the City Manager. (Ord. 947. Formerly § 2-92).

2.120.150 Bicycle and Pedestrian Advisory Committee

The Bicycle and Pedestrian Advisory Committee shall consist of nine members. Eight members shall not hold any paid office or employment in the City government and one member is a Council Member serving as Chair. The Bicycle and Pedestrian Advisory Committee shall have the following powers, functions, and duties:

- (a) Act in an advisory capacity to Council on matters pertaining to modifying, expanding, and maintaining the City's public bicycle and pedestrian transportation systems.
- (b) Recommend to Council on the priority of bicycle and pedestrian projects for which the City will seek funding under Article 3 of the Transportation Development Act, and other state, federal, and local funding programs.
- (c) Review and advise Council on comprehensive bicycle and pedestrian master plans.
- (d) Recommend complete streets features be incorporated into relevant transportation projects consistent with the City's Complete Streets policy.
- (e) Support educational, encouragement, recreational, and cultural activities for bicyclists and pedestrians.

21-64 ATTACHMENT 5-RECOMMENDED CITY CODE AMENDMENT (TRACK CHANGES)

Chapter 2.120 BOARDS, COMMISSIONS, AND COMMITTEES

Article I. Establishment, Powers and Duties Generally

2.120.010 Names, membership, qualifications and terms of office.

There shall be and there are established within the City the following boards, commissions, and committees:

- (a) Planning Commission. (SCCC [2.120.050](#))
- (b) Parks and Recreation Commission. (SCCC [2.120.060](#))
- (c) Civil Service Commission. (SCCC [2.120.070](#))
- (d) Board of Library Trustees. (SCCC [2.120.080](#))
- (e) Historical and Landmarks Commission. (SCCC [2.120.100](#))
- (f) Senior Advisory Commission. (SCCC [2.120.110](#))
- (g) Youth Commission. (SCCC [2.120.130](#))
- (h) Cultural Commission. (SCCC [2.120.140](#))
- (i) Bicycle and Pedestrian Advisory Committee. (SCCC [2.120.150](#))

All members of boards, commissions, and committees, except for members of the Youth Commission and the Bicycle and Pedestrian Advisory Committee, shall be qualified electors of the City and shall serve at the pleasure of the City Council. Members of the Bicycle and Pedestrian Advisory Committee shall be 18 years of age or older and must live or work in the City. (Ord. 947; Ord. 1088; Ord. 1241 § 3, 4-13-71; Ord. 1276 § 1, 6-26-73; Ord. 1625 § 1, 7-16-91; Ord. 1673 § 1, 6-20-95; Ord. 1809 § 1, 9-26-06; Ord. 1908 § 1, 7-16-13. Formerly § 2-90).

2.120.020 Powers and duties generally.

The boards, commissions, and committees of the City shall have the following general powers, duties and responsibilities in addition to those set forth in Article X of the Charter:

- (a) To establish rules and regulations governing the election of their officers, the holding of meetings and the conduct of business.
- (b) To utilize all appropriate techniques in crystallizing and testing public sentiment on major public issues in their respective fields.
- (c) To make budget recommendations.
- (d) To hold official hearings as required by law or requested by the City Council.
- (e) To advise and recommend on City policies and procedures pertinent to their respective activities and functions.
- (f) To support and adhere to all City policies promulgated by the City Council and to establish needed interim policies in the absence of the same.

(g) To provide information and promote good public relations between the City and the general public.

(h) To receive at least two hours of training in general ethics principles and ethics laws relevant to their public service every two years, as required by state law and the City Council.

(i) To perform such other related functions as may be assigned to them by the City Council. (Ord. 947; Ord. 1837 § 1, 5-6-08. Formerly § 2-91).

2.120.030 Meetings.

Each board, commission, or committee of the City with members thereon appointed by the City Council shall hold regular meetings at the times and on the days indicated by resolution of the City Council except when such day falls on a City holiday, and shall hold such special meetings as it may require. The times and days for holding regular meetings are subject to amendment from time to time by resolution of the City Council. A copy of the applicable resolution(s) is and will be available for public inspection in the office of the City Clerk. (Ord. 1298 § 2, 10-15-74; Ord. 1300 § 1, 11-12-74; Ord. 1569 § 1, 5-26-87. Formerly § 2-91.1).

2.120.040 Utilization of City personnel.

The various boards, commissions, and committees may utilize the services of the appropriate City departmental personnel in carrying out their respective functions, subject to the administrative control of the City Manager. (Ord. 947. Formerly § 2-92).

2.120.150 Bicycle and Pedestrian Advisory Committee

The Bicycle and Pedestrian Advisory Committee shall consist of nine members. Eight members shall not hold any paid office or employment in the City government and one member is a Council Member serving as Chair. The Bicycle and Pedestrian Advisory Committee shall have the following powers, functions, and duties:

- (a) Act in an advisory capacity to Council on matters pertaining to modifying, expanding, and maintaining the City's public bicycle and pedestrian transportation systems.
- (b) Recommend to Council on the priority of bicycle and pedestrian projects for which the City will seek funding under Article 3 of the Transportation Development Act, and other state, federal, and local funding programs.
- (c) Review and advise Council on comprehensive bicycle and pedestrian master plans.
- (d) Recommend complete streets features be incorporated into relevant transportation projects consistent with the City's Complete Streets policy.
- (e) Support educational, encouragement, recreational, and cultural activities for bicyclists and pedestrians.

21-64 ATTACHMENT 6-RECOMMENDED BPAC POLICY GUIDELINES REVISIONS (CLEAN)

City of Santa Clara Bicycle and Pedestrian Advisory Committee Policy Guidelines

The Bicycle Advisory Committee (BAC) was established by the Santa Clara City Council on May 28, 1991. On March 25, 2014 the Bicycle Advisory Committee was changed to the Bicycle and Pedestrian Advisory Committee (BPAC) by the Santa Clara City Council.

Section 1. Purpose

The purpose and responsibilities of the BPAC are established in Section 2.120.150 of the City Code. It is intended that the BPAC shall be an advisory committee to the City Council and nothing herein contained shall be construed as a limitation on the power of the City Council or the administrative staff of the City in their supervision or authority over property or personnel, which are under their jurisdictions.

Section 2. Membership

The BPAC is comprised of nine (9) members, which consists of eight (8) regular members and one (1) Chairperson or alternate that is the Mayor or Councilperson designated by City Council. Representatives from Mission College, the Santa Clara Unified School District, and the Silicon Valley Bicycle Coalition are encouraged to be members.

Members must meet requirements of Article X of the City Charter and Chapter 2.120 of the City Code.

Applications for BPAC membership shall be in a format determined by the City of Santa Clara City Clerk's Office.

Voting for BPAC membership shall be in accordance with the City of Santa Clara Voting Guidelines for the Appointment of Applicants to Boards and Commissions.

Section 3. Term of Office, Removal, and Vacancies

The term of office and removal of members are described in Article X of the City Charter.

Section 4. Meetings

Meetings must meet requirements of Article X of the City Charter and Chapter 2.120 of the City Code.

The BPAC shall hold meetings on the fourth Monday in January, March, June, August and October at 4:00 p.m. at City Hall. The actual date of meeting may be changed. Additional meetings may be recommended by a quorum of the committee and approved by the City Manager. All meetings shall be open to the public and notices and agendas shall be posted at City Hall as required by law.

Section 5. Assistance of Staff

The BPAC may utilize City personnel as described in Section 2.120.040 of the City Code. The BPAC's requests may from time to time be prioritized subject to staff limitations. The City Manager has appointed the Director of Public Works and the Chief of Police or their designees to staff the BPAC.

Section 6. Amendments

Amendments to the guidelines may be recommended by a quorum of the BPAC membership at any legal BPAC meeting, subject to approval by City Council.

PASSED AND RECOMMENDED FOR ADOPTION by the Bicycle Advisory Committee this ___ day of _____.

PASSED AND ADOPTED by the Santa Clara City Council this ___ day of _____.

21-64 ATTACHMENT 7-RECOMMENDED BPAC POLICY GUIDELINES REVISIONS (TRACK CHANGES)

City of Santa Clara Bicycle and Pedestrian Advisory Committee Policy Guidelines

The Bicycle Advisory Committee (BAC) was established by the Santa Clara City Council on May 28, 1991. On March 25, 2014 the Bicycle Advisory Committee was changed to the Bicycle and Pedestrian Advisory Committee (BPAC) by the Santa Clara City Council.

Section 1. Purpose

The purpose and responsibilities of the BPAC are established in Section 2.120.150 of the City Code. It is intended that the BPAC shall be an advisory committee to the City Council and nothing herein contained shall be construed as a limitation on the power of the City Council or the administrative staff of the City in their supervision or authority over property or personnel, which are under their jurisdictions.

Section 2. Membership

The BPAC is comprised of nine (9) members, which consists of eight (8) regular members and one (1) Chairperson or alternate that is the Mayor or Councilperson designated by City Council. Representatives from Mission College, the Santa Clara Unified School District, and the Silicon Valley Bicycle Coalition are encouraged to be members.

Members must meet requirements of Article X of the City Charter and Chapter 2.120 of the City Code.

Applications for BPAC membership shall be in a format determined by the City of Santa Clara City Clerk's Office.

Voting for BPAC membership shall be in accordance with the City of Santa Clara Voting Guidelines for the Appointment of Applicants to Boards and Commissions.

Section 3. Term of Office, Removal, and Vacancies

The term of office and removal of members are described in Article X of the City Charter.

Section 4. Meetings

Meetings must meet requirements of Article X of the City Charter and Chapter 2.120 of the City Code.

The BPAC shall hold meetings on the fourth Monday in January, March, June, August and October at 4:00 p.m. at City Hall. The actual date of meeting may be changed. Additional meetings may be recommended by a quorum of the committee and approved by the City Manager. All meetings shall be open to the public and notices and agendas shall be posted at City Hall as required by law.

Section 5. Assistance of Staff

The BPAC may utilize City personnel as described in Section 2.120.040 of the City Code. The BPAC's requests may from time to time be prioritized subject to staff limitations. The City Manager has appointed the Director of Public Works and the Chief of Police or their designees to staff the BPAC.

Section 6. Amendments

Amendments to the guidelines may be recommended by a quorum of the BPAC membership at any legal BPAC meeting, subject to approval by City Council.

PASSED AND RECOMMENDED FOR ADOPTION by the Bicycle Advisory Committee this ___ day of _____.

PASSED AND ADOPTED by the Santa Clara City Council this ___ day of _____.

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF SANTA CLARA,
CALIFORNIA, AMENDING SECTION 2.120.010 AND
ADDING SECTION 2.120.160 TO CHAPTER 2.120 “BOARDS
AND COMMISSIONS” OF TITLE 2 “ADMINISTRATION AND
PERSONNEL” OF THE CODE OF THE CITY OF SANTA
CLARA, CALIFORNIA PERTAINING TO THE BICYCLE AND
PEDESTRIAN ADVISORY COMMITTEE**

BE IT ORDAINED BY THE CITY OF SANTA CLARA AS FOLLOWS:

WHEREAS, the members of the Bicycle and Pedestrian Advisory Committee unanimously voted in support of formalizing the Bicycle and Pedestrian Advisory Committee; and

WHEREAS, the members of the Governance and Ethics Committee unanimously voted in support of formalizing the Bicycle and Pedestrian Advisory Committee;

NOW THEREFORE, BE IT FURTHER ORDAINED BY THE CITY OF SANTA CLARA AS FOLLOWS:

SECTION 1: That Section 2.120.010 of Chapter 2.120 (entitled “Boards and Commissions”) of Title 2 (entitled “Administration and Personnel”) of “The Code of the City of Santa Clara, California” (“SCCC”) is amended to read as follows:

“2.120.010 Names, membership, qualifications and terms of office.

There shall be and there are established within the City the following boards, commissions, and committees:

- (a) Planning Commission. (SCCC [2.120.050](#))
- (b) Parks and Recreation Commission. (SCCC [2.120.060](#))
- (c) Civil Service Commission. (SCCC [2.120.070](#))
- (d) Board of Library Trustees. (SCCC [2.120.080](#))
- (e) Historical and Landmarks Commission. (SCCC [2.120.100](#))

- (f) Senior Advisory Commission. (SCCC [2.120.110](#))
- (g) Youth Commission. (SCCC [2.120.130](#))
- (h) Cultural Commission. (SCCC [2.120.140](#))
- (i) International Exchange Commission (SCCC [2.120.150](#))
- (j) Bicycle and Pedestrian Advisory Committee. (SCCC [2.120.160](#))

All members of boards, commissions, and committees, except for members of the Youth Commission and the Bicycle and Pedestrian Advisory Committee, shall be qualified electors of the City and shall serve at the pleasure of the City Council. Members of the Bicycle and Pedestrian Advisory Committee shall be 18 years of age or older and must live or work in the City.”

SECTION 2: That a new Section 2.120.160 is added to Chapter 2.120 (entitled “Boards and Commissions”) of Title 2 (entitled “Administration and Personnel”) of “The Code of the City of Santa Clara, California” to read as follows:

“2.120.160 Bicycle and Pedestrian Advisory Committee.

The Bicycle and Pedestrian Advisory Committee shall consist of seven members. Six members shall be appointed by the City Council and shall not hold any paid office or employment in the City government and one member is a Council Member serving as Chair. The Bicycle and Pedestrian Advisory Committee shall have the following powers, functions, and duties:

- (a) Act in an advisory capacity to Council on matters pertaining to modifying, expanding, and maintaining the City’s public bicycle and pedestrian transportation systems.
- (b) Recommend to Council on the priority of bicycle and pedestrian projects for which the City will seek funding under Article 3 of the Transportation Development Act, and

other state, federal, and local funding programs.

(c) Review and advise Council on comprehensive bicycle and pedestrian master plans.

(d) Recommend complete streets features be incorporated into relevant transportation projects consistent with the City's Complete Streets policy.

(e) Support educational, encouragement, recreational, and cultural activities for bicyclists and pedestrians.

SECTION 3: Environmental Review. The action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15378(b)(2) in that it is a general policy making activity that will not result in direct or indirect changes in the environment.

SECTION 4: Ordinances Repealed. With exception of the provisions protected by the savings clause, all ordinances (or parts of ordinances) in conflict with or inconsistent with this ordinance are hereby repealed.

SECTION 5: Savings clause. The changes provided for in this ordinance shall not affect any offense or act committed or done or any penalty or forfeiture incurred or any right established or accruing before the effective date of this ordinance; nor shall it affect any prosecution, suit or proceeding pending or any judgment rendered prior to the effective date of this ordinance. All fee schedules shall remain in force until superseded by the fee schedules adopted by the City Council.

SECTION 6: Effective date. This ordinance shall take effect thirty (30) days after its final adoption; however, prior to its final adoption it shall be published in accordance with the requirements of Section 808 and 812 of "The Charter of the City of Santa Clara, California."

PASSED FOR THE PURPOSE OF PUBLICATION this XXst day of XXXXX, 2021, by the following vote:

AYES: COUNCILORS:

NOES: COUNCILORS:

ABSENT: COUNCILORS:

ABSTAINED: COUNCILORS:

ATTEST:

NORA PIMENTEL, MMC
ASSISTANT CITY CLERK
CITY OF SANTA CLARA

Attachments incorporated by reference: None

City of Santa Clara

Bicycle and Pedestrian Advisory Committee

Policy Guidelines

The Bicycle Advisory Committee (BAC) was established by the Santa Clara City Council on May 28, 1991. On March 25, 2014 the Bicycle Advisory Committee was changed to the Bicycle and Pedestrian Advisory Committee (BPAC) by the Santa Clara City Council.

Section 1. Purpose

The purpose and responsibilities of the BPAC are established in Section 2.120.160 of the City Code. It is intended that the BPAC shall be an advisory committee to the City Council and nothing herein contained shall be construed as a limitation on the power of the City Council or the administrative staff of the City in their supervision or authority over property or personnel, which are under their jurisdictions.

Section 2. Membership

Members shall be 18 years of age or older and must live or work in the City.

The BPAC is comprised of seven (7) members, which consists of six (6) regular members and one (1) Chairperson or alternate that is the Mayor or Councilperson designated by City Council. Representatives from Mission College, the Santa Clara Unified School District, and the Silicon Valley Bicycle Coalition are encouraged to be members.

The City of Santa Clara adopted a Code of Ethics and Values to promote and maintain the highest standards of personal and professional conduct in the City's government. All members are required to subscribe to this Code, understand how it applies to their specific responsibilities, and practice its core values in their work.

Section 3. Term of Office, Vacancies, and Removal

Members shall serve for a term of four years and until their respective successors are appointed and qualified. The maximum time a member may serve is two consecutive full terms. If an individual is appointed to fill a partial term, they may still serve two additional full terms of office. After a lapse of at least two years, an individual is eligible to reapply to serve on the committee and the same application process would apply as for individuals who have never served.

The application process for membership shall be in accordance with the City of Santa Clara Guide for Board, Commissions, and Committee Applicants.

To allow for staggered terms, 2 members are appointed by City Council in June of each fiscal year.

Any vacancies from whatever cause arising shall be filled by appointment by the City Council. Upon a vacancy occurring leaving an unexpired portion of a term, any appointment to fill such vacancy shall be for the unexpired portion of such term.

The members shall be appointed, and shall be subject to removal, by motion of the City Council adopted by at least four affirmative votes.

Section 4. Meetings

A majority of the members of the BPAC shall constitute a quorum for the transaction of business.

The affirmative or negative vote of a majority of the entire membership shall be necessary for it to take action.

The BPAC shall hold meetings on the fourth Monday in January, March, June, August and October at 4:00 p.m. at City Hall. The actual date of meeting may be changed. Additional meetings may be recommended by a quorum of the committee and approved by the City Manager. All meetings shall be open to the public and notices and agendas shall be posted at City Hall as required by law.

Section 5. Assistance of Staff

The BPAC may utilize City personnel as described in Section 2.120.040 of the City Code. The BPAC's requests may from time to time be prioritized subject to staff limitations. The City Manager has appointed the Director of Public Works and the Chief of Police or their designees to staff the BPAC.

Section 6. Amendments

Amendments to the guidelines may be recommended by a quorum of the BPAC membership at any legal BPAC meeting, subject to approval by City Council.

RECOMMENDED FOR ADOPTION by the Bicycle and Pedestrian Advisory Committee this ____ day of [MONTH, YEAR].

ADOPTED by the Santa Clara City Council this ____ day of [MONTH, YEAR].

City of Santa Clara Bicycle and Pedestrian Advisory Committee Policy Guidelines

The Bicycle Advisory Committee (BAC) was established by the Santa Clara City Council on May 28, 1991. On March 25, 2014 the Bicycle Advisory Committee was changed to the Bicycle and Pedestrian Advisory Committee (BPAC) by the Santa Clara City Council.

Section 1. Purpose

~~The purpose and responsibilities of the BPAC are established in Section 2.120.1560 of the City Code. The purpose of the BPAC is to serve as an advisory body to the City Council on matters relative to modifying or expanding the City's public recreational and commuter bikeway and pedestrian walkway system. Its intent shall be to encourage recreational and commuter bicycling and walking in the City by promoting safe, convenient, well-designed facilities, and by evaluating local bicycle and pedestrian related projects.~~

~~It is intended that the BPAC shall be an advisory committee to the City Council and nothing herein contained shall be construed as a limitation on the power of the City Council or the administrative staff of the City in their supervision or authority over property or personnel, which are under their jurisdictions.~~

Commented [JY1]: From Section 8

Section 2. Membership

~~Members shall be 18 years of age or older and must live or work in the City.~~

Commented [JY2]: Match Code 2.120.010. BPAC requested code language be in the Guidelines

~~The BPAC is comprised of nine-seven (79) members, which consists of eight-six (68) regular members and one (1) as appointed by the City Council. The Chairperson or alternate ~~that will be~~ the Mayor or Councilperson designated by City Council. Representatives from Mission College, the Santa Clara Unified School District, and the Silicon Valley Bicycle Coalition are encouraged to be members, and shall be considered a member. The remaining eight (8) members shall be citizens at large with a representative from the following groups strongly encouraged to be members: Santa Clara Unified School District and the Silicon Valley Bicycle Coalition. BPAC members must either reside or work in the City of Santa Clara.~~

Commented [SR3]: The RTC recommendation is 7 members?

~~The City of Santa Clara adopted a Code of Ethics and Values to promote and maintain the highest standards of personal and professional conduct in the City's government. All members are required to subscribe to this Code, understand how it applies to their specific responsibilities, and practice its core values in their work. provide clear, positive statements of ethical behavior reflecting the core values of the community. The actions and words of members of City's boards, commissions and committees should represent the community's values: ethical, professional, service-oriented, fiscally responsible, organized, communicative, collaborative, and progressive.~~

Commented [JY4]: From Guide for Board, Commissions, and Committee Applicants

Section 3. Term of Office, Vacancies, and Removal

Members shall serve for a term of four years and until their respective successors are appointed and qualified. The maximum time a member may serve is two consecutive full terms. If an individual is appointed to fill a partial term, they may still serve two additional full terms of office. After a lapse of at least two years, an individual is eligible to reapply to serve on the committee and the same application process would apply as for individuals who have never served.
~~term of office for BPAC members will be three years.~~

Commented [JY5]: From Charter Section 1002. BPAC requested Charter language be in the Guidelines

Commented [JY6]: From Guide for Board, Commissions, and Committee Applicants

The application process for membership shall be in accordance with the City of Santa Clara Guide for Board, Commissions, and Committee Applicants.
~~Members may be re-appointed but will be considered along with all other new applicants.~~

To allow for staggered terms, 2 members are appointed by City Council in June of each fiscal year.

To allow for staggered terms, 2 members appointed by City Council in November January of 2011-2021 will have a term of office expiring on December June 3130, 20142024, 3 members appointed in November January of 2012-2019 will have a term of office expiring on December June 3130, 20152022, and 3 members appointed in November December of 2013-2019 will have a term of office expiring on December June 3130, 20162023.

Commented [JY7]: Change term expirations from December to the following June to align with Clerk procedures

Any vacancies from whatever cause arising shall be filled by appointment by the City Council. Upon a vacancy occurring leaving an unexpired portion of a term, any appointment to fill such vacancy shall be for the unexpired portion of such term.

The members shall be appointed, and shall be subject to removal, by motion of the City Council adopted by at least four affirmative votes. Any members of the BPAC may be removed from office by a majority vote of the City Council at a regularly scheduled Council meeting.

Commented [JY8]: From Charter 1002. BPAC requested Charter language be in the Guidelines

Section ~~54~~. Meetings

A majority of the members of the BPAC shall constitute a quorum for the transaction of business.

The affirmative or negative vote of a majority of the entire membership shall be necessary for it to take action.

Commented [JY9]: From Charter Section 1003. BPAC requested Charter language be in the Guidelines

The BPAC shall hold meetings on the ~~third-fourth Monday~~ Wednesday in January, March, June, August and October at 4:00 p.m. at City Hall. The actual date of meeting ~~can may~~ be changed. ~~or a~~ Additional meetings can may be approved recommended by a quorum of the committee and approved by the City Manager. All meetings shall be

open to the public and notices and agendas shall be posted at City Hall as required by law.

~~Section 6. Quorum~~

Commented [JY10]: Moved to Meetings

~~Any five members shall constitute a quorum for voting on action items.~~

~~Section 7. Voting~~

Commented [JY11]: Moved to Meetings

~~Only the appointed BPAC members have voting authority. The committee shall determine the voting procedure for items prior to voting.~~

~~Section 8. Duties of BPAC to be Advisory Only~~

Commented [JY12]: Moved to Purpose

~~It is intended that the BPAC shall be an advisory committee to the City Council. Nothing herein contained shall be construed as a limitation on the power of the City Council or the administrative staff of the City in their supervision or authority over property or personnel, which are under their jurisdictions.~~

Section 95. Assistance of Staff

The BPAC may utilize City personnel as described in Section 2.120.040 of the City Code. ~~The City Manager, City Clerk, and the BPAC staff are not to be included. The BPAC may request the required staff~~ limitations. The City Manager has appointed the Director of Public Works and the Chief of Police or their designees to staff the BPAC.

~~Section 10. Code of Ethics and Values~~

Commented [JY13]: Moved to Membership

~~The City of Santa Clara adopted a Code of Ethics and Values to provide clear, positive statements of ethical behavior reflecting the core values of the community. The actions and words of members of City's boards, commissions and committees should represent the community's values: ethical, professional, service oriented, fiscally responsible, organized, communicative, collaborative, and progressive.~~

Section 146. Amendments

~~These Amendments to the~~ guidelines may be ~~amended recommended~~ by a quorum of the BPAC membership at any legal BPAC meeting, subject to approval by City Council.

~~PASSED AND~~ RECOMMENDED FOR ADOPTION by the Bicycle and Pedestrian
Advisory Committee this - day of [MONTH, YEAR].

~~PASSED AND~~ ADOPTED by the Santa Clara City Council this 31st day of [MONTH, YEAR] August, 2021.



Agenda Report

21-1663

Agenda Date: 12/7/2021

REPORT TO COUNCIL

SUBJECT

Waive First Reading and take Action on the Introduction of Ordinance to Amend Chapter 2.120, Entitled Boards and Commissions, to Update Boards and Commission Members Qualifications (Deferred from November 9 and 16, 2021)

COUNCIL PILLAR

Enhance Community Engagement and Transparency

BACKGROUND

The Santa Clara City Charter and Santa Clara City Code currently require City Boards and Commission members, except for Youth Commission, to be qualified electors of the City. A “qualified elector” is a person registered to vote and is of at least eighteen years of age. The existing regulations prohibit a person from serving on a board or commission, if the person is not 18 years of age and a U.S. citizen. In order to allow greater participation by and inclusion of all residents within the City, the City Council directed staff to remove the requirement that Boards and Commission members be qualified electors of the City.

This issue has been raised on several occasions by the Governance Committee, as well as the City Council, to remove the residency requirement related to being a registered voter.

DISCUSSION

The proposed ordinance will also amend SCCC Section 2.120.010, to allow residents that are 18 years of age to serve as members of the City’s non-charter Boards, Commissions and Committees. This ordinance will eliminate the current requirement that all members of non-Charter Boards and Commissions be qualified electors of the City.

However, City Charter Commissions, which include Planning, Parks and Recreation, Civil Service, and Board of Library Trustees, will continue to require members to be a qualified electors of the City. The Charter Commission qualifications may only be revised by Charter amendment which will require a ballot measure.

The proposed ordinance also reflects the addition of Housing Commission to the list of Boards and Commissions in section 2.120.010. The creation of the Housing Commission was discussed earlier (RTC 21-1435). Should Council not approve the introduction of the ordinance adding the Housing Commission to Chapter 2.120, entitled Boards and Commissions, the reference to the commission will be removed prior to second reading.

ENVIRONMENTAL REVIEW

The action being considered does not constitute a “project” within the meaning of the California

Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15378(b)(5) in that it is a governmental organizational or administrative activity that will not result in direct or indirect changes in the environment.

FISCAL IMPACT

There is no fiscal impact with the adoption of this ordinance.

COORDINATION

This report was coordinated with the City Attorney's Office and City Clerk's Office

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <<mailto:clerk@santaclaraca.gov>>.

RECOMMENDATION

Waive First Reading and Approve the Introduction of an Ordinance to amend Chapter 2.120, entitled Boards and Commissions, to update Boards and Commissions qualifications to be residents of the City instead of qualified electors.

Reviewed by: Nora Pimentel, Assistant City Clerk

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Ordinance

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF SANTA CLARA,
CALIFORNIA, AMENDING SECTION 2.120.010 ("NAMES,
MEMBERSHIP, QUALIFICATIONS, AND TERMS OF
OFFICE"), TO REQUIRE BOARDS AND COMMISSIONS
MEMBERS TO BE RESIDENTS OF THE CITY INSTEAD OF
QUALIFIED ELECTORS**

BE IT ORDAINED BY THE CITY OF SANTA CLARA AS FOLLOWS:

WHEREAS, the City Council of the City of Santa Clara desires to remove barriers that prevent active participation by all City residents in City Government;

WHEREAS, the City Council desires for greater participation by and inclusion of all residents within the City of Santa Clara; and

WHEREAS, the City Council has directed the removal of the requirement that Boards and Commission members be a "qualified elector" of the City. Instead, Board and Commission members will be required to be a resident of the City.

**NOW THEREFORE, BE IT FURTHER ORDAINED BY THE CITY OF SANTA CLARA
AS FOLLOWS:**

SECTION 1: That Section 2.120.010 (entitled "Names, membership, qualifications and terms of office") of Chapter 2.120 (entitled "Boards and Commissions") of Title 2 (entitled "Administration and Personnel") of "The Code of the City of Santa Clara, California" ("SCCC") is amended to read as follows:

"2.120.010 Names, membership, qualifications and terms of office.

There shall be and there is established within the City the following boards and commissions:

(a) Planning Commission. (SCCC 2.120.050)

(b) Parks and Recreation Commission. (SCCC 2.120.060)

- (c) Civil Service Commission. (SCCC 2.120.070)
- (d) Board of Library Trustees. (SCCC 2.120.080)
- (e) Historical and Landmarks Commission. (SCCC 2.120.100)
- (f) Senior Advisory Commission. (SCCC 2.120.110)
- (g) Youth Commission. (SCCC 2.120.130)
- (h) Cultural Commission. (SCCC 2.120.140)
- (i) International Exchange Commission (SCCC 2.120.150)
- (j) Housing Commission (SCCC 2.12.160)

All members of boards, commissions, and committees, except for members of the Youth Commission, shall be 18 years of age or older and residents of the City. All members of boards and commissions established by City Charter (i.e., Planning Commission, Parks and Recreation Commission, Civil Service Commission and Board of Library Trustees) shall also be qualified electors of the City.”

SECTION 2: Ordinances Repealed. With exception of the provisions protected by the savings clause, all ordinances (or parts of ordinances) in conflict with or inconsistent with this ordinance are hereby repealed.

SECTION 3: Savings clause. The changes provided for in this ordinance shall not affect any offense or act committed or done or any penalty or forfeiture incurred or any right established or accruing before the effective date of this ordinance; nor shall it affect any prosecution, suit or proceeding pending or any judgment rendered prior to the effective date of this ordinance. All fee schedules shall remain in force until superseded by the fee schedules adopted by the City Council.

SECTION 4: Effective date. This ordinance shall take effect thirty (30) days after its final adoption; however, prior to its final adoption it shall be published in accordance with the requirements of Section 808 and 812 of “The Charter of the City of Santa Clara, California.”

PASSED FOR THE PURPOSE OF PUBLICATION this XX day of XXXXXX, 2021, by the following vote:

AYES: COUNCILORS:

NOES: COUNCILORS:

ABSENT: COUNCILORS:

ABSTAINED: COUNCILORS:

ATTEST:

NORA PIMENTEL, MMC
ASSISTANT CITY CLERK
CITY OF SANTA CLARA

Attachments incorporated by reference: None



Agenda Report

21-1147

Agenda Date: 12/7/2021

REPORT TO COUNCIL

SUBJECT

Update on Sustainability Program and Provide Feedback on 2022 Program Focus Areas

COUNCIL PILLAR

Promote Sustainability and Environmental Protection

BACKGROUND

The need for sustainability and climate action was identified several decades ago. However, more recently the consequences of climate change have become increasingly severe with an observable impact on all sectors of our society. Additionally, local, regional, national and international momentum demonstrates a more widely accepted recognition that making bold commitments to sustainability and taking action that creates climate solutions is not only needed to support a livable planet but is also critical for the success of our society and our economy.

Regulations and policy targets around climate action, sustainability, and energy innovation include:

- 2006 Assembly Bill (AB) 32 - California Global Warming Solutions Act aimed at reducing Statewide GHG (greenhouse gas) emissions to 1990 levels by 2020.
 - California Executive Order (EO) B-30-15 targeted reductions in GHG emissions to 40 percent below 1990 levels by 2030.
 - 2016 SB 32 expanded on AB 32 by requiring further reduction of GHG emissions to 40 percent below 1990 levels by 2030 and 80 percent by 2050.
 - 2016 Senate Bill (SB) 1383 - Short Lived Climate Pollutants Strategy targeted organic Waste methane emission reductions establishing targets to achieve a 50 percent reduction in the level of the statewide disposal of organic waste from the 2014 level by 2020 and a 75 percent reduction by 2025.
 - 2018 California EO B-55-18 called for carbon neutrality by 2045.
 - 2018 SB 100 - accelerated the State's current Renewables Portfolio Standard program to 50% by 2025, 60% by 2030, and 100% by 2045.
- 2018 AB 1668 and SB 606 established guidelines for efficient water use and a framework for the implementation and oversight of the new standards.

More recently, the push to reduce carbon through more aggressive measures and support environmental equity has been proposed at the State and Federal levels with policy such as:

- 2020 State EO N-79-20 requiring that *all new cars and passenger trucks sold in California be zero-emission vehicles by 2035.*
- 2021 President Biden Sets 2030 Greenhouse Gas Pollution Reduction Target Aimed at Creating Good-Paying Union Jobs and Securing U.S. Leadership on Clean Energy Technologies.

While there is a steep climb ahead to meet sustainability and climate related regulations and targets, this challenge presents an opportunity to creatively integrate sustainability into City planning and operations and to implement measures today that protect our community's long-term health and social and economic vitality.

In February of 2019, the City of Santa Clara adopted sustainability as one of the City Council's seven strategic pillars. In 2020 the City established a new sustainability program to create more coordinated and impactful strategies and actions for addressing sustainability and climate issues. The City's sustainability program takes an integrative and multi-solving approach to achieve the ambitious goals set forth by State regulations and is committed to developing and implementing sustainability initiatives and incorporating equitable community involvement along the way.

Sustainability is of particular importance as the City addresses the overlapping challenges related to climate change, energy, transportation, waste management, water conservation, sustainable development, and overall sustainability in operations. The growing climate and sustainability regulatory mandates offer the City an opportunity to build upon past and current sustainability efforts while looking towards new and innovative approaches to create a Sustainable Santa Clara that actively contributes towards a resilient future.

DISCUSSION

Over the past year and a half, the sustainability program focused on initiatives across three sustainability areas established by the City Council in summer of 2020 - integration, innovation and collaboration and connection. Efforts included foundational work such as assessing existing sustainability efforts, building internal and community collaboration networks, and implementing targeted sustainability related programs and projects. Some of the sustainability program accomplishments over the past year include the following:

- Conducted an update to the City Climate Action Plan (CAP) with associated public engagement and outreach
- Adopted all-electric building electrification and EV (Electric Vehicle) charging reach codes with associated public engagement and outreach
- Expanded implementation of the Community Electric Vehicle Blueprint with 96 public EV charge connectors
- Initiated implementation of the City Fleet Electrification plan with over 20 EV's on fleet and installation of EV charging
- Initiated microgrid and battery storage projects
- Ranked second in the Nation for Green Power Excellence through SVP's Green Power Program
- Launched an organics waste collection program
- Delivered Water & Sewer projects with recycled water offsetting 19% of potable water
- Implemented sustainable parks projects including Smart irrigation, water conservation, tree plantings, EV charging and solar installations
- Completed facility greening projects such as the Northside Library 62 MWh solar project and the LEED Silver Certification of the Mission Branch Library
- Installed 2.5 miles of bicycle lane improvement projects with 5.9 miles on the way

- Conducted Complete Streets public outreach efforts
- Provided energy efficiency rebate savings to SVP customers equivalent to over 2,000 homes' annual usage. Rebates included e-bicycles, heat pump water heaters, EV's, EV chargers and more.
- Provided utility customer outreach on energy efficiency, rebates, EV's and more to residents and businesses including workshops and various direct customer support programs
- Conducted outreach on water conservation and drought messaging
- Promoted water conserving measures and customer rebates such as the lawn replacement and rain barrel programs
- Established an internal Sustainability Green Team
- Launched Sustainable Santa Clara engagement efforts using new and existing community outreach platforms to expand our connection with the community
- Engaged with the Santa Clara youth voice on sustainability related topics
- Reached over 2,000 residents through virtual Earth Month activities
- Established local and regional partnerships focused on climate and sustainability topics such as urban forests, transportation and building electrification, climate action planning, pollution prevention and environmental equity and green jobs

In the year ahead, the City will continue to expand and implement new and existing sustainability related initiatives, plans and policies while continuing to grow a collaborative, community-wide network to advance sustainability and climate action efforts. The proposed areas of focus and expansion for the sustainability program for the year to come include efforts to:

- Align implementation of sustainability related plans through cross-departmental collaboration
- Explore and expand sustainable energy solutions
- Explore and expand sustainable transportation, transportation electrification and clean mobility options and initiatives
- Identify and implement water conservation, nature-based climate solutions, and other natural resource conservation strategies
- Incorporate sustainability into City parks, facilities, and fleet maintenance, management and development
- Update green purchasing policy and practices as opportunities and regulations arise
- Expand sustainability related community education & outreach programs and provide community engagement opportunities
- Utilize new and existing partnerships to increase reach/impact across targeted sustainability areas
- Update Sustainability related Legislative Advocacy Positions

ENVIRONMENTAL REVIEW

The action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378(a) as it has no potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.

FISCAL IMPACT

There is no fiscal impact to approving this sustainability report.

COORDINATION

In addition to following council direction on the proposed priorities, the Sustainability Program continues to be developed and implemented in collaboration with several City departments including, but not limited to, City Manager's Office, Community Development, Silicon Valley Power, Water and Sewer, Public Works, Parks and Recreation, Library, and Finance.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov [<mailto:clerk@santaclaraca.gov>](mailto:clerk@santaclaraca.gov) [<mailto:clerk@santaclaraca.gov>](mailto:clerk@santaclaraca.gov) or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

Note and file the Update on Sustainability Program and Provide Feedback on 2022 Program Focus Areas.

Reviewed by: Michelle Templeton, Assistant to the City Manager

Approved by: Deanna J. Santana, City Manager



Agenda Report

21-1138

Agenda Date: 12/7/2021

REPORT TO COUNCIL

SUBJECT

Public Hearing: Adoption of a Resolution Granting Non-Exclusive Franchise Agreements for Hauling of Industrial Refuse and Recyclables and Approval of Related Budget Amendment (Five Affirmative Votes Required)

COUNCIL PILLAR

Deliver and Enhance High Quality Efficient Services and Infrastructure

BACKGROUND

Properties zoned for industrial use may contract for industrial refuse and recyclable collection by selecting a hauler with a franchise granted by the City through a non-exclusive franchise (NEF) agreement. NEF refuse haulers set their own rates, perform billing services, and enter into separate agreements with industrial customers to provide specified services. The City currently has 12 NEF agreements with the refuse haulers listed below. The NEF agreements will expire on December 31, 2021.

1. RD Mendes Enterprises dba Accurate Cleaning Systems
2. Eco Box Recycling, Inc.
3. Ferma Corporation
4. Waste Connections dba Green Team of San Jose
5. GW Debris Services
6. Lam Hauling
7. Mission Trail Waste Systems
8. Jonna Corporation, Inc. dba Premier Recycle Company
9. Recology South Bay
10. AWIM Management dba Republic Services
11. Toca Debris Box
12. Guadalupe Rubbish Disposal dba Waste Management

Under the NEF agreements, refuse haulers pay the City quarterly franchise fees of 12 percent of gross billings for all materials collected. In FY 2020/21, franchise fees totaled approximately \$2,090,000. Franchise fees are General Fund revenue and quarterly franchise fee payments are audited annually to ensure accuracy.

DISCUSSION

The process for granting a franchise (either exclusive or non-exclusive) to collect and dispose of refuse is contained in Chapter 8.25 of the Santa Clara City Code. The process generally consists of an application and a public hearing during a regular meeting of the City Council. At the public hearing, the Council considers the application and receives comments from any interested person. At

the conclusion of the public hearing, the Council shall decide whether to grant a franchise to the applicant(s).

Application Process

On September 7, 2021, the City posted a Request for Proposals (RFP) to solicit applications for new NEF agreements to haul industrial refuse and recyclables. On September 17, 2021 staff conducted pre-application meetings with refuse haulers to discuss the process for the next iteration of the NEF Agreements. By the close of the RFP on September 29, 2021, a total of 11 companies submitted complete applications to be considered for the term of January 1, 2022 through December 31, 2026. The applicants include:

1. EcoBox Recycling, Inc.
2. Ferma Greenbox, Inc.
3. GreenTeam of San Jose
4. GW Debris Services, LLC
5. Hernandez Dumpsters & Demolition, Inc.
6. Jonna Corporation, Inc. dba Premier Recycle Company
7. Mission Trail Waste Systems, Inc.
8. RD Mendes Enterprises, Inc. dba Accurate Cleaning Systems
9. Recology South Bay
10. Republic Services, Inc.
11. Toca Debris Box

Hauler Requirements

NEF refuse haulers are required to offer bundled services to customers with weekly service above two or more cubic yards collectively (garbage, recycling and organics), or deliver loads of garbage to a Materials Recovery Facility (MRF) for mixed waste processing to recover commercial recyclables and organics. The bundled service requirements enable the City to comply with mandatory commercial recycling requirements set forth in Assembly Bill (AB) 341 and mandatory commercial organics requirements set forth in Assembly Bill (AB) 1826 and Senate Bill (SB) 1383. The franchise fees will continue to be directed to the General Fund.

SB 1383 Compliance Fee

In addition to mandating the implementation of organic collection programs, SB 1383 also requires jurisdictions to implement edible food recovery programs and procure large quantities of recovered organic waste products (compost, mulch, fuel, and/or electricity) beginning January 1, 2022. The City needs to develop funding sources to generate the additional revenue necessary to comply with the new requirements.

NEF refuse haulers will be required to pay a new SB 1383 Compliance Fee (Compliance Fee) for services rendered beginning January 1, 2022. The Compliance Fee will be 2 percent of the haulers' total gross billings, which will help the City raise approximately \$308,000 per year. This revenue will help fund the SB 1383 mandated procurement of recovered organic waste products and edible food recovery requirements. The Compliance Fee revenue will be directed to the Solid Waste Fund. Residential and commercial cart and bin garbage customers will also have to contribute towards this Compliance Fee. This contribution is currently being evaluated; however, it is anticipated that future rates will need to be increased by approximately 1 - 2 percent to generate necessary funding to comply with the requirements.

Process for Granting NEF Agreements

The SCCC Chapter 8.25 specifies the process for granting NEF refuse collection contracts and states that the Council may notice and provide a public hearing to review an application for a refuse contract. Section 8.25.250 permits the Council to grant a refuse contract following the consideration of an application at a public hearing. At the close of the public hearing, the Council can approve the resolution and authorize the City Manager to execute agreements (Attachments 2 - 12) with the 11 applicants.

City Staff Review of Applications

Based on staff's review, all 11 of the applicants satisfy the application requirements for a non-exclusive franchise. A proposed resolution granting these franchises and NEF agreements for each applicant is attached to this report. (Attachment 1)

ENVIRONMENTAL REVIEW

The action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378(a) as it has not potential for resulting in either a direct physical change in the environment, or as a reasonably foreseeable indirect physical change in the environment.

FISCAL IMPACT

The NEF refuse haulers will pay the City an estimated \$2,154,000 in franchise fees in FY 2021/22. These franchise fees are General Fund revenue incorporated into the Biennial FY 2021/22 and FY 2022/23 Adopted Operating Budget.

Additionally, the new SB 1383 Compliance Fee to be paid by the NEF refuse haulers of 2 percent of the haulers' total gross billings will generate approximately \$154,000 in revenue in FY 2021/22, assuming a January 2022 implementation, and \$308,000 ongoing. These fees will be used to cover a portion of the increased costs associated with SB1383 compliance in the Solid Waste Fund. Ongoing annual revenue and expenditure increases associated with the SB 1383 requirements will be incorporated into the Biennial FY 2022/23 and FY 2023/24 Capital Budget process, and these increases are also expected to factor in additional revenues from residential and commercial cart and bin garbage customers that will also support the estimated annual costs of \$600,000.

The budget amendment below recognizes the Compliance Fee revenue from the NEF refuse haulers in the Solid Waste Fund and increases the Materials, Services, and Supplies expenditure to comply with SB 1383 as recommended in this memorandum.

| | Budget Amendment FY 2021/22 | | |
|-----------------------------------|--------------------------------|-------------------------|-------------|
| | Current | Increase/ (Decrease) | Revised |
| <u>Solid Waste Fund</u> | | | |
| <u>Revenues</u> | | | |
| Other Fees for Services | \$0 | \$154,000 | \$154,000 |
| <u>Expenditures</u> | | | |
| Materials, Services, and Supplies | \$1,852,364 | \$154,000 | \$2,006,364 |

COORDINATION

This report has been coordinated with the Finance Department and the City Attorney's Office.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <<mailto:clerk@santaclaraca.gov>> or at the public information desk at any City of Santa Clara public library.

RECOMMENDATION

1. Adopt a Resolution to Grant Non-Exclusive Franchise Agreements for Hauling of Industrial Refuse and Recyclables;
2. Approve and Authorize the City Manager to Execute Non-Exclusive Franchise Agreements for Hauling of Industrial Refuse and Recyclables with 11 applicants; and
3. Consistent with City Charter Section 1305, "At any meeting after the adoption of the budget, the City Council may amend or supplement the budget by motion adopted by the affirmative votes of at least five members so as to authorize the transfer of unused balances appropriated for one purpose to another purpose, or to appropriate available revenue not included in the budget," approve the FY 2021/22 budget amendment in the Solid Waste Fund to recognize revenue in the amount of \$154,000 and increase the Materials, Services, and Supplies appropriation in the amount of \$154,000 **(five affirmative Council votes required to appropriate additional revenue)**.

Reviewed by: Craig Mobeck, Director of Public Works

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Resolution
2. Agreement with EcoBox Recycling, Inc.
3. Agreement with Ferma Greenbox, Inc.
4. Agreement with GreenTeam of San Jose
5. Agreement with GW Debris Services, LLC
6. Agreement with Hernandez Dumpsters & Demolition, Inc.
7. Agreement with Jonna Corporation, Inc. dba Premier Recycle Company
8. Agreement with Mission Trail Waste Systems, Inc.
9. Agreement with R&D Mendes Enterprises, Inc. dba Accurate Cleaning Systems
10. Agreement with Recology South Bay
11. Agreement with Republic Services, Inc.
12. Agreement with Toca Debris Box
13. Notice of Public Hearing

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA
GRANTING NON-EXCLUSIVE FRANCHISE AGREEMENTS FOR
HAULING OF INDUSTRIAL REFUSE AND RECYCLABLES**

BE IT RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

WHEREAS, the following refuse haulers have applied for non-exclusive franchises for the collection and disposition of refuse and recyclable material from industrial use properties in the city pursuant to Section 8.25.210 of the City Code and as authorized by Section 1400 of the City Charter: Eco Box Recycling, Ferma Greenbox, Inc., Green Team of San Jose, GW Debris Services, LLC, Hernandez Dumpsters & Demolition, Inc., Jonna Corporation dba Premier Recycle, Mission Trail Waste Systems, Inc., RD Mendes Enterprises, Inc. dba Accurate Cleaning Systems, Recology South Bay, Republic Services Inc., and Toca Debris Box (“Applicants”); and

WHEREAS, on December 7, 2021, the City Council conducted a public hearing to review the applications for non-exclusive franchise contracts; and

WHEREAS, notice of the public hearing was published in accordance with the requirements of Section 8.25.240 of the City Code.

NOW THEREFORE, BE IT FURTHER RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

1. That the City Council after hearing the applicant’s financial and business standing, experience, and other pertinent factors, and taking into account all public comments received, approves granting non-exclusive franchises for the collection and disposition of refuse and recyclable material from industrial use properties to the following Applicants, subject to the terms and conditions set forth in the Non-Exclusive Franchise Agreement for Collection of Industrial Refuse:

- a. Eco Box Recycling
- b. Ferma Greenbox, Inc.
- c. Green Team of San Jose

- d. GW Debris Services, LLC
- e. Hernandez Dumpsters & Demolition, Inc.
- f. Jonna Corporation dba Premier Recycle
- g. Mission Trail Waste Systems, Inc.
- h. RD Mendes Enterprises, Inc. dba Accurate Cleaning Systems
- i. Recology South Bay
- j. Republic Services Inc.
- k. Toca Debris Box

2. Effective date. This resolution shall become effective immediately.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE ____ DAY OF _____, 2021, BY THE FOLLOWING VOTE:

AYES: COUNCILORS:

NOES: COUNCILORS:

ABSENT: COUNCILORS:

ABSTAINED: COUNCILORS:

ATTEST: _____
 NORA PIMENTEL, MMC
 ASSISTANT CITY CLERK
 CITY OF SANTA CLARA

Attachments incorporated by reference: None

**NON-EXCLUSIVE FRANCHISE AGREEMENT FOR THE COLLECTION OF
INDUSTRIAL REFUSE
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
ECO BOX RECYCLING INC**

PREAMBLE

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Eco Box Recycling Inc., a California corporation, (Franchisee). City and Franchisee may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

- A. City desires to grant a franchisee, pursuant to Code of the City of Santa Clara Section 8.25.190, to perform the services more fully described in this Agreement, at Exhibit B, entitled "Scope of Services".
- B. Franchisee represents that it has the professional qualifications, expertise, necessary licenses, and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City in accordance with City Code; and,
- C. The Parties have specified herein the terms and conditions City will grant a franchise to Franchisee for the non-exclusive right to collect, transport, recycle, process, and dispose Industrial Refuse from properties zoned for Industrial use in the City of Santa Clara; and
- D. It is deemed to be to the mutual advantage of the Parties for Franchisee to provide the services specified herein for the industrial community, and promote the health, safety, and welfare of all City residents.

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AGREEMENT DOCUMENTS

The documents forming the entire Agreement between City and Franchisee shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference:

Exhibit A – Definitions

Exhibit B – Scope of Services

Exhibit C – NEF Hauler Quarterly Report

Exhibit D – Insurance Requirements

This Agreement, including the Exhibits set forth above, contains all the agreements, representations, and understandings of the Parties, and supersedes and replaces any previous agreements, representations and understandings, whether oral or written. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control.

2. GRANT OF NON-EXCLUSIVE FRANCHISE

City hereby grants to Franchisee a non-exclusive right to collect, transport, recycle, process, and dispose Industrial Refuse from properties zoned for Industrial use in the City of Santa Clara for the period commencing on January 1, 2022 and terminating on December 31, 2026 ("Term"). Franchisee shall not enter into individual service agreements with Industrial customers that extend beyond the Term of this Agreement. Franchisee agrees, in accordance with the covenants and agreements contained in this Agreement, to provide said services.

3. NON-EXCLUSIVE FRANCHISE (NEF) FEE PAYMENTS TO CITY

Franchisee shall pay to City Non-Exclusive Franchise (NEF) fees of twelve percent (12%) of Gross Billings ("NEF Fee(s)") for the privilege of engaging in the business of collecting, hauling, and transporting Industrial Refuse to its destination. All Container and equipment rental charges and overweight charges are to be included in the gross billings for each Industrial Customer. Franchisee shall report Gross Billings and Franchise Fee amounts to the City specified in Exhibit C.

4. SB 1383 IMPLEMENTATION FEE PAYMENTS TO THE CITY

Franchisee shall pay to the City a fee of two (2%) of Gross Billings ("SB 1383 Implementation Fee(s)") for the implementation, monitoring, and activities incurred by the City and as required by SB 1383. Franchisee shall report Gross Billings and Franchise Fee amounts to the City specified in Exhibit C.

5. SCOPE OF SERVICES

Franchisee shall perform those services set forth in the Scope of Services which are attached as Exhibit B hereto and incorporated as though fully set forth herein.

6. PERFORMANCE SCHEDULE

Franchisee shall perform those Services specified in Exhibit B within the time stated in Exhibit B. Time is expressly made of the essence with respect to each and every term and provision of this Agreement.

7. WARRANTY

Franchisee expressly warrants that (a) all materials and services covered by this Agreement shall be fit for the purpose intended, shall be free from defect, and shall

conform to the specifications, requirements and instructions set forth in the Scope of Services; (b) it will perform Services in compliance with all applicable laws and regulations; and (c) it will use qualified personnel to perform Services in a professional and workmanlike manner. Franchisee agrees to promptly replace or correct any incomplete, inaccurate or defective Services at no further cost to City when defects are due to the negligence, errors or omissions of Franchisee. If Franchisee fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Franchisee for the cost incurred by City.

8. QUALIFICATIONS OF FRANCHISEE - STANDARD OF CARE

Franchisee represents and maintains that it has the necessary expertise and skill to perform the Services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Franchisee's representations regarding its skills and knowledge. Franchisee shall perform such Services and duties in conformance to and consistent with the highest industry standards.

9. NOTICE OF FAILURE TO PERFORM AND LIQUIDATED DAMAGES

- A. Notice of Failure to Perform. City may give written notice to Franchisee for failure to perform any Services or to comply with the terms of this Agreement. In the notice, City shall also identify allowable Franchisee period of compliance and any applicable liquidated damages to be assessed.
- B. Liquidated Damages for Failure to Meet Standards. Franchisee agrees to pay (as liquidated damages and not as a penalty) the amounts set forth in Section 9 of Exhibit B – Scope of Work.
- C. Procedure for Assessment of Liquidated Damages. City may assess liquidated damages for each calendar day or event, as appropriate, that Franchisee is determined to be liable in accordance with this Agreement. All liquidated damages must be paid within 30 days of invoice receipt, unless they are associated with failure to meet appropriate diversion rates per material type, in which case, those liquidated damages will be automatically calculated and included in the NEF Hauler Quarterly Report.

10. CHANGE IN LAW OR CHANGE IN SCOPE

City reserves the right to implement Changes in Scope as a result of any applicable Change in Law that require modifications in Franchisee's obligations under this Agreement.

11. BUSINESS TAX LICENSE REQUIRED

Franchisee must comply with Santa Clara City Code section 3.40.060, as that section may be amended from time to time or renumbered, which requires that any person who transacts or carries on any business in the City of Santa Clara pay business license tax to City. A business tax certificate may be obtained by

completing a Business Tax Application Form online at <https://business.santaclaraca.gov/Apply/GettingStarted/BusinessLicense> and paying the applicable fee at the Santa Clara City Hall Municipal Services Division.

12. TERMINATION

- A. Termination for Convenience. City shall have the right to terminate this Agreement, without cause or penalty, by giving not less than thirty (30) days' prior written notice to Franchisee.
- B. Termination for Default. If Franchisee fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice to Franchisee.
- C. Upon termination, each Party shall assist the other in arranging an orderly transfer and close-out of services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, Franchisee will deliver to City all City information or material that Franchisee has in its possession.

13. ASSIGNMENT AND SUBCONTRACTING

City and Franchisee bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Franchisee shall not hire sub-franchisees or subcontractors without express written permission from City.

Franchisee shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Franchisee is for the acts and omissions of persons directly employed by it.

14. NO THIRD PARTY BENEFICIARY

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

15. AGENCY & CONTROL

Franchisee and all person(s) employed by or contracted with Franchisee to furnish labor and/or materials under this Agreement do not act as agent(s) or employee(s) of City. Franchisee has full rights to manage its employees in their performance of Services under this Agreement.

16. CONFIDENTIALITY OF MATERIAL

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for Franchisee and all other written information submitted to

Franchisee in connection with the performance of this Agreement shall be held confidential by Franchisee and shall not, without the prior written consent of City, be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Franchisee which is otherwise known to Franchisee or becomes generally known to the related industry shall be deemed confidential.

17. OWNERSHIP OF MATERIAL

All material, which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports, designs, technology, programming, works of authorship and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of City but Franchisee may retain and use copies thereof. City shall not be limited in any way or at any time in its use of said material. However, Franchisee shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to, the release of this material to third parties.

18. RIGHT OF CITY TO INSPECT RECORDS OF FRANCHISEE

Franchisee shall keep and maintain full and complete records in Franchisee's local office showing all City Industrial Refuse collection business transacted. Such records shall be available in Franchisee's offices for audit and inspection at any and all reasonable times upon request or demand of the City Manager or her/his designee. The records shall include customer account name, service address, gross billings and cubic yards of service per week for garbage, recycling, and organics. The City may also request and inspect all disposal and processing weight tickets associated with any of the services provided under this agreement. The records must be kept on file for a period of three (3) years following the expiration or termination of this Agreement. Records shall be provided with an electronic copy of the database in a format that allows to sort, group, and analyze Franchisee's data.

Failure to maintain adequate records and keep them on file for a period of three (3) years following expiration or termination of this Agreement, whichever occurs first, shall be cause for City to conduct, or hire an independent accounting firm to conduct, an extensive audit of Franchisee's available records and Franchisee's industrial customers' records to determine if additional NEF Fee payments are due to City ("Waste Audit"). The costs of any Waste Audit shall be borne by Franchisee.

Prior to conducting a Waste Audit, City shall give Franchisee written notice of deficiencies in record keeping and Franchisee shall have thirty (30) calendar days to cure the default. If the default is not cured within the time allotted, City shall have the right to conduct said Waste Audit and to also recover the cost of the Waste Audit in addition to any unpaid NEF Fee payments plus interest at the rate of one and one quarter percent (1.25%) per month simple interest within fifteen (15) days

of receipt of Waste Audit report and billing by Franchisee. Failure to maintain adequate records as required constitutes cause for termination of this Agreement.

19. HOLD HARMLESS/INDEMNIFICATION

- A. To the extent permitted by law, Franchisee agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, in any manner arising from, or alleged to arise in whole or in part from, or in any way connected with the Services performed by Franchisee pursuant to this Agreement – including claims of any kind by Franchisee's employees or persons contracting with Franchisee to perform any portion of the Scope of Services – and shall expressly include passive or active negligence by City connected with the Services. However, the obligation to indemnify shall not apply if such liability is ultimately adjudicated to have arisen through the sole active negligence or sole willful misconduct of City; the obligation to defend is not similarly limited.
- B. Franchisee's obligation to protect, defend, indemnify, and hold harmless in full City and City's employees, shall specifically extend to any and all employment-related claims of any type brought by employees, contractors, subcontractors or other agents of Franchisee, against City (either alone, or jointly with Franchisee), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought.
- C. To the extent Franchisee is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, Franchisee warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Franchisee's responsibilities under the Act.

20. INSURANCE REQUIREMENTS

During the term of this Agreement, and for any time period set forth in Exhibit D, Franchisee shall provide and maintain in full force and effect, at no cost to City, insurance policies as set forth in Exhibit D.

21. WAIVER

Franchisee agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement. Neither City's review, acceptance nor payments for any of the Services required under this Agreement shall be constructed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

22. NOTICES

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara
Attention: Public Works Department – Environmental Programs
1700 Walsh Avenue
Santa Clara, CA 95050
and by e-mail at: environment@santaclaraca.gov, and
manager@santaclaraca.gov

And to Franchisee addressed as follows:

Eco Box Recycling Inc.
PO Box 610218
San Jose, CA 95161
and by e-mail at mya@ecoboxrecycling.com

The workday the e-mail was sent shall control the date notice was deemed given. An e-mail transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following business day.

23. COMPLIANCE WITH LAWS

Franchisee shall comply with all applicable laws and regulations of the federal, state and local government, including but not limited to “The Code of the City of Santa Clara, California” (“SCCC”). In particular, Franchisee’s attention is called to the regulations regarding the Accumulation, Transportation and Disposal of Solid Waste (SCCC Chapter 8.25), Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), and Business Tax Certificate (SCCC section 3.40.060), as such Chapters or Sections may be amended from time to time or renumbered. Additionally, Franchisee has read and agrees to comply with City’s Ethical Standards (<http://santaclaraca.gov/home/showdocument?id=58299>).

24. CONFLICTS OF INTEREST

Franchisee certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Franchisee and that no person associated with Franchisee has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Franchisee is familiar with the provisions of California Government Code section 87100 and following, and certifies that it does not know of any facts which would violate these code provisions. Franchisee will advise City if a conflict arises.

25. FAIR EMPLOYMENT

Franchisee shall not discriminate against any employee or applicant for employment because of race, sex, color, religion, religious creed, national origin,

ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state or local law.

26. NO USE OF CITY NAME OR EMBLEM

Franchisee shall not use City's name, insignia, or emblem, or distribute any information related to services under this Agreement in any magazine, trade paper, newspaper, website, or on its vehicles or equipment, or other medium without express written consent of City.

27. GOVERNING LAW AND VENUE

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

28. SEVERABILITY CLAUSE

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

29. AMENDMENTS

This Agreement may only be modified by a written amendment duly authorized and executed by the Parties to this Agreement.

30. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

31. EXECUTION

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

Dated: _____

Office of the City Attorney
City of Santa Clara

DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

ECO BOX RECYCLING INC.
a California Corporation

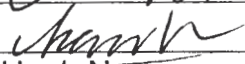
Dated: ✓ 11/8/2021
By (Signature): 
Name: My-Hanh Nguyen
Title: President
Principal Place of Business Address: 385 Willow Street
San Jose, CA 95110
Email Address: mya@ecoboxrecycling.com
Telephone: (408) 313-0964
Fax: N/A
"FRANCHISEE"

EXHIBIT A

DEFINITIONS

Terms used in this Agreement shall have the following meanings. The singular of any definition shall include the plural and the plural shall include the singular.

1. AB 341. Chapter 12.8 (commencing with Section 42649) of Part 3 of Division 30 of the Public Resources Code, as it may be amended and as implemented by the regulations of CalRecycle.
2. AB 1826. Chapter 12.9 (commencing with Section 42649.8) of Part 3 of Division 30 of the California Public Resources Code, as it may be amended and as implemented by the regulations of CalRecycle.
3. Alternative Daily Cover (ADC). The layer of compacted material that is placed on top of a day's deposition of waste at an operational landfill site that provides odor reduction and a firm base to operate large equipment. For reporting purposes of this Agreement, ADC is classified as Garbage.
4. Anaerobic Digestion. A series of processes in which microorganisms break down biodegradable material in the absence of oxygen to produce biogas.
5. Beneficial Reuse. The byproduct materials, such as compost overs and biosolids, from processing at a Material Recovery Facility. Residual is not defined as Beneficial Reuse.
6. Bundled Services. The required service the Franchisee must provide to all regular customers including the collection of Garbage, Recyclables, and Organic Waste. Individual customer accounts receiving only Temporary Debris Box service from the Franchisee are exempt from this requirement.
7. Collector. Any exclusive or nonexclusive franchise hauling contractor duly authorized by the City Council to collect, transport and dispose of Refuse under specific contract terms with the City.
8. Commercial. The designated zoning for commercial, professional office (OA), or general office (OG) development as shown on the official Zoning Map of the City of Santa Clara.
9. Composting. The biological degradation and transformation of Organic Waste under controlled conditions designed to promote aerobic decomposition at a solid waste facility. For the purposes of this Agreement, composting may also mean the biological degradation of Organic Waste in animal feed.
10. Construction and Demolition Debris (C&D). A broad spectrum of recoverable materials associated with construction and demolition activities including, but not limited to concrete, asphalt, dirt, lumber, roofing materials, sheet rock, green waste, bricks, rock, and metal. C&D Debris can further be defined as Mixed C&D

wherein all C&D materials are collected in the same Container or as Source Separated C&D wherein the individual material described above are collected in separate Containers.

11. Container. All types of receptacles serviced by Franchisee under this Agreement, including but not limited to carts, front-load roll-off bins, drop body debris bins, and compactors.
12. Customer. Any persons or company contracted with Franchisee for the collection and processing or disposal of Refuse in the Industrial Zone.
13. Disposal. The act of delivering material to a Landfill or Material Recovery Facility.
14. Exclusive Franchise Area. All properties in the City not zoned for an "Industrial" use, which can only be serviced by a Collector with an exclusive franchise agreement that is approved by the City Council.
15. Food Waste. Unused and discarded solid food products/scraps including, but not limited to vegetables, fruits, meat, fish, shells bones, cheese, bread, paper-based tea bags and coffee grounds. Food Waste is an Organic Waste.
16. Garbage. All materials that are not recycled and are disposed of or used as alternative daily cover in a landfill, or destroyed by incineration. Garbage does not include Recoverable Materials.
17. Gross Billings. All revenue amounts charged by Franchisee for the provision of services pursuant to this Agreement. Gross Billings include Container rental charges, equipment rental charges, overweight charges, and any charges recovered or collected by Franchisee for the purposes of collecting franchise fees.
18. Industrial. A parcel of real property designated as being located in an industrial zoning district, (MP), (ML) or (MH), as shown on the Official Zoning Map of the City of Santa Clara. A map of the industrial-zoned areas of the city is available at the following web address:
<https://map.santaclaraca.gov/public/index.html?viewer=regional>
19. Industrial Refuse. All classes of solid wastes generated in the industrial zoning districts of City, including all waste matter and materials, putrescible or non-putrescible, solid or liquid wastes, except sewage, whether combustible or non-combustible, and including garbage, rubbish, and recyclables, and excluding hazardous wastes.
20. Landfill. A permitted solid waste disposal facility that is used for the disposal of Garbage.
21. Material Recovery Facility (MRF). A facility that processes Refuse or mixed debris for the purpose of removing recoverable materials for recycling, composting, anaerobic digestion, or animal feed.

22. Mixed Construction and Demolition Debris. The act of collecting all C&D materials into the same Container that is then brought to a Material Recovery Facility for recovery. Mixed C&D achieves a lower Recovery Rate than separating C&D materials into different Containers.
23. Mixed Use Zoning. A property zoned for mixed use (MU), master planned community (MC), or planned development (PD) as shown on the official Zoning Map of the City of Santa Clara.
24. Mixed Waste. Refuse that is collected as a commingled stream of garbage, Organic Waste, and other Recyclables for the purpose of delivery to a Mixed Waste Processing facility.
25. Mixed Waste Processing. A system that accepts a mixed solid waste stream and separates out designated recyclable materials through a combination of manual and mechanical sorting.
26. Non-Exclusive Franchise (NEF) Fee. A fee paid to City on a Quarterly basis that is calculated as twelve percent (12%) of Gross Billings.
27. Organic Waste. Organic materials, including, but not limited to, materials generated from tree trimmings, shrubbery, pruning, vegetable garden waste, dead plants, weeds, leaves, grass clippings, Food Waste, non-food vegetative matter, soiled paper and cardboard that decomposes biologically.
28. Quarter. A three (3) month period, or portion thereof, ending the last day of the following months: March, June, September, and December.
29. Recoverable Material. All materials that have the potential to be recovered from Refuse Containers for recycling, composting, anaerobic digestion, or animal feed processes. This material includes, but is not limited to: green waste, food waste, plastics, glass, white paper, newspaper, mixed paper, cardboard, electronics, scrap metals, and miscellaneous types of construction and demolition debris.
30. Recovery Rate. The percentage of total incoming refuse to a Material Recovery Facility that is recovered as recyclables. The term "recovery" may be used interchangeably with the term "diversion".
31. Recyclables. All Recoverable Material that is to be recycled and made into a new product, including compost from composting and biogas from anaerobic digestion processes, as opposed to recoverable material that is disposed of as Garbage.
32. Recycling. The process of collecting, sorting, cleansing, treating, and reconstituting materials that would otherwise become garbage and returning them for use or reuse in the form of raw materials for new, used, or reconstituted products.

33. Refuse. All classes of solid wastes generated in the City, including all waste matter and materials, putrescible or non-putrescible, solid or liquid wastes, except sewage, whether combustible or non-combustible, including garbage and recoverable material, and excluding hazardous wastes. The term "Refuse" may be used interchangeably with the term "solid waste".
34. Residential. Any property used for residential purposes, regardless of its zoning designation.
35. Residual. The left over material that cannot be converted to Composted material at a composting operation, to biogas in an anaerobic digestion process, to animal feed at applicable facilities, or cannot be recycled at a Material Recovery Facility. Residual is Garbage for the purposes of this agreement.
36. SB 1383. Chapter 13.1 (commencing with Section 42652) of Part 3 of Division 30 of the California Public Resources Code, as it may be amended and as implemented by the regulations of CalRecycle, together with Sections 39730.5 through 39730.8 of the California Health and Safety Code, as they may be amended.
37. SB 1383 Implemenation Fee. A fee paid to City on a Quarterly basis that is calculated as two percent (2%) of Gross Billings.
38. Single-Stream Recycling. A recycling program offered by Franchisee in which customers place multiple types of non-construction and demolition recoverable materials in a single Container that is designated specifically for recyclables and is taken to a Material Recovery Facility for processing.
39. Source Separated Construction and Demolition Debris. The act of collecting C&D materials into different Containers based on material type that are then brought to a Material Recovery Facility for recovery. Source Separated C&D achieves a higher Recovery Rate than Mixed C&D materials.
40. Source Separated Recycling. Recyclable material that is separated by the customer and placed into Containers designated for recycling single specific types of Recoverable Materials, including Construction and Demolition Debris.
41. Temporary Debris Box Service. Debris box service delivered to one physical address for a period of under 90 days.
42. Waste Audit. Franchisee supplied certified report of amounts of recoverable material and garbage for specific customers who may be required by City per terms and conditions described herein.

EXHIBIT B SCOPE OF SERVICES

Franchisee's duties and obligations pursuant to any Services it performs under this Agreement are set forth below.

1. MANDATORY SERVICES

- A. Franchisees that provide bin or cart service, compactor service or regular scheduled debris box service must provide Bundled Services that are inclusive of collecting Garbage, Recyclables, and Organic Waste to each customer account subscribing to two (2) cubic yards of any solid waste per week or more. The City retains the right to, at any time and in its sole discretion, lower the threshold in response to future CalRecycle action. All other customers served via this Agreement must receive Garbage and Recycling services, regardless of their service level. Franchisee may provide Mixed Waste Processing in lieu of Bundled Services. Franchisee must deliver co-mingled material to a MRF with a Recovery Rate greater than or equal to 45% as measured on the same Quarterly schedule as the NEF Fee payments. Individual customer accounts receiving only Temporary Debris Box services from the Franchisee are exempt from this requirement.
- B. Franchisee must dispose collected materials at facilities meeting the following minimum requirements for each type of collected waste stream:
 - 1) Garbage:
 - a. If collected as a single stream material as part of Bundled Services as described in this agreement may be taken to Landfill.
 - b. If collected as part of a co-mingled stream shall be taken to a Mixed Waste Processing Facility with a Recovery Rate above 45%.
 - 2) Mixed C&D: MRF with a Recovery Rate above 45% for Mixed C&D materials.
 - 3) Source Separated C&D: MRF with a Recovery Rate above 90% for source separated C&D materials.
 - 4) Recyclables: MRF with a Recovery Rate above 65%.
 - 5) Organic Waste: MRF with a Recovery Rate above 65% including use of non-residual byproducts, such as compost overs and biosolids, for Beneficial Reuse.
- C. Franchisee must follow best management practices for outreach and education of customers including developing and distributing public education and outreach material which include recommendations to

increase recycling and decrease landfilling annually. Franchisee must also inform and educate customers on best practices for recycling and waste reduction at the time of service. Franchisee must inform customers of City's mandatory Recycling and Organic Waste Recycling requirements and the requirements of state laws AB 341 and AB 1826, and other applicable state laws and must provide records and examples of outreach by January 30th of each year.

- D. Franchisee shall submit the number of customer accounts subject to City's mandatory Recycling and Organic Waste Recycling requirements by January 30th of each year to City.
- E. Franchisee shall report the total number of Commercial accounts subject to AB 341 and AB 1826 serviced and the number of Containers, Container sizes, and frequency of collection for Garbage, Recycling, and Organic Waste by January 30th of each year to City.
- F. All requests for waivers and exemptions described under AB 341, AB 1826, and SB 1383 must be forwarded to City staff for review.

2. FRANCHISEE'S OBLIGATIONS AND HOURS OF OPERATION

- A. Restrictions for Exclusive Franchise Area(s) (EFA)
Franchisee shall not charge for the collection and disposal of Refuse or Recyclables at properties in an EFA in the City unless authorized by separate franchise agreement with the City. Franchisee may collect only Recyclables from an EFA at no charge or fee to customer, including any hauling, bin rental, equipment rental, management, or similar service charge or fees. Any Recyclables set-out for collection must be placed in separately marked Containers provided and owned by the Franchisee, and shall not be contaminated by Garbage.
- B. Hours of Operation
All collections shall be made as quietly as possible, without unnecessary noise, disturbance, or commotion. Collections from any premises within 300 feet of or adjacent to Residential areas, collections shall not commence prior to 7:00 a.m.
- C. Zoning Changes
The zoning designation of individual properties is subject to change during the term of this Agreement. It is the responsibility of the Franchisee to review the zoning designation for its customers. A map of the industrial-zoned areas of the City is available at the following web address:
<https://map.santaclaraca.gov/public/index.html?viewer=regional>
In the event that a property changes its zoning designation to a non-Industrial use (as indicated on the aforementioned map), Franchisee must provide the customer notice that Franchisee will discontinue service within

thirty (30) days of notice. For properties that are zoned in an EFA, Franchisee will be permitted to provide services if Franchisee is an otherwise approved Collector for the EFA.

D. Conflicts with Franchisee Customer Agreements

If any provision contained in this Agreement conflicts with any provisions contained in an agreement between Franchisee and its customers, the provisions contained in this Agreement shall govern and control.

3. QUARTERLY AND ANNUAL REPORTING TO CITY

- A. Franchisee shall file with City's Director of Finance and forward a copy to City's Environmental Program Manager, for each Quarter's reporting period (or portion thereof), a written statement certifying the total Gross Billings for Industrial Refuse and Recycling issued during the period and total number of customers for which such statement is rendered and filed. Said statement shall be due within thirty (30) calendar days following the end of each Quarter. Each statement shall be executed and submitted on the report form provided by the City in Excel format entitled "NEF HAULER QUARTERLY REPORT" (Exhibit C).
- B. Each certifying written statement filed with City's Director of Finance shall be accompanied by the NEF Fee payment equal to twelve percent (12%) of the Gross Billings certified. NEF Fee payments shall be delinquent on the thirty-first (31st) calendar day following the completion of the reporting period. Delinquent NEF Fee payments shall bear interest, commencing from the date of delinquency, at the rate of one and one quarter percent (1.25%) per month, or part thereof, simple interest in addition to penalties described in Exhibit B, Scope of Services, Section 9, Liquidated Damages, herein. Failure to report and/or pay in a timely manner for more than one Quarter, or failure to pay constitutes cause for termination of this Agreement per terms of Exhibit B, Scope of Services, Section 9, Liquidated Damages.
- C. Each quarterly report shall include the SB 1383 Implementation Fee of 2% of total Gross Billings.
- D. Each quarterly report shall include the number of customers that receive weekly Bundled Services as well as the number of Temporary Debris Box Service customers, as applicable.
- E. A Franchisee with a total reportable Gross Billings in excess of one hundred thousand (\$100,000) dollars per year shall submit annually, a report and an opinion by an independent certified public accountant that the Franchisees records were examined and the quarterly reports were a fair and accurate representation of the Gross Billings and NEF Fees owed to City. Said report and opinion shall be filed within one hundred (100) days after the end of the Franchisee's fiscal year.

- F. A Franchisee providing Recycling services without charge or compensation or for which customers are paid for materials must submit a quarterly report as described in Exhibit C, listing the volume or tons diverted from customers within the City and certifying that no charges were made from customers for Recycling service or Container rental.
- G. City may conduct an audit of Franchisee's Gross Billings to ensure that the correct NEF Fee payments are being paid during specified quarters. Franchisee must provide City a summary of customer gross billings within thirty (30) days of request. Customer records to be provided shall include:
 - 1) Customer name;
 - 2) Billing address;
 - 3) Collection address (if different from billing address);
 - 4) Gross Billings for all services provided to customers in the Industrial Zone;
 - 5) NEF Franchise Fees paid to City; and
 - 6) Weekly Industrial Refuse service levels including size of Container and frequency.
- H. Franchisee will be subject to liquidated damages for failing to comply.
- I. Franchisee's quarterly reporting to City shall correspond to quantities reported as required per State of California Regulatory Code Title 14, Division 7, Article 9.2, Disposal Reporting System. Any discrepancies noted by City in writing to Franchisee shall be explained and documentation provided in a timely manner. Franchisee shall provide quarterly report to City of all Industrial Refuse and recoverable material taken to, and City material/ Industrial Refuse removed from, a transfer station or location where Industrial Refuse is temporally deposited and/or processed before larger vehicles take material to its end destination, MRF, Composting facility, Anaerobic Digestion facility, Landfill, or any other processing facilities(s).

4. COLLECTION EQUIPMENT - DESCRIPTION AND MARKING.

- A. Franchisee undertakes and agrees to carry out and perform the obligations of this Agreement in a sanitary, good, and professional manner. All Industrial Refuse collected by Franchisee shall be transported in collection equipment, so constructed and so loaded that there will not be any leakage or dropping of refuse or recyclable material therefrom. Industrial Refuse, when placed in any such vehicle and during its passage to its destination, shall be suitably enclosed so as to prevent spillage. Collection equipment shall be uniformly painted and numbered, and shall have Contractor's name and the vehicle number painted in contrasting colors on each side and on the rear of the vehicle. All Containers shall be clearly marked with the Franchisee's name and phone number.

- B. Franchisee may furnish City-approved, detachable metal or plastic Containers to customers. Franchisee shall be responsible for the general repair and upkeep of Containers that it furnishes to Customers. Franchisee shall repair, repaint or touch-up such Containers as required, but not less than once every two years, and shall maintain such Containers in a sanitary non-leaking condition. Graffiti must be removed from Containers within forty-eight (48) hours of notification by City or customer. Franchisee's firm name and telephone number shall be indicated clearly on the surface of the bin or Container. Containers designated for Recyclables shall be labeled with the type(s) of material(s) to be placed therein. Labels shall be placed on each Container or lid provided to customers and must specify which materials are acceptable and unacceptable in the Container in written or graphic form.
- C. Any new Containers provided by Contractor to customers shall follow the following color requirements for Container lid and/or bin: green for Organic Waste, blue for Recyclables, and gray/black for Garbage. All Containers shall prominently display the type of designated material for source separation allowed to be placed in each Container. Labels must represent acceptable versus unacceptable items in written or graphic form as approved by the City.

5. COVERED LOADS AND LITTER ASSOCIATED WITH HAULING ACTIVITIES.

All Solid Waste collected by Franchisee shall be conveyed in modern collection equipment, so constructed and so loaded that there will not be any leakage or spillage of Solid Waste therefrom. Franchisee shall use reasonable and proper care in the handling of all Solid Waste collected so that none of said material is spilled either on private property or on streets or alleys. Franchisee shall be responsible for ensuring all Containers are covered during transportation to a recycling or disposal facility. Franchisee shall be responsible for ensuring that trash from its solid waste collection vehicle is being littered during transport. Franchisee is required to pick up litter generated from all hauling operations.

6. COMPLIANCE WITH AIR RESOURCES BOARD REGULATIONS

Franchisee shall maintain compliance with all applicable air pollution control laws during the entire period of this Agreement.

7. OWNERSHIP AND DISPOSAL OF INDUSTRIAL REFUSE

All Industrial Refuse collected by Franchisee shall become the property of Franchisee immediately upon the collection thereof, and shall immediately be removed and conveyed to its destination. Industrial Refuse collected by Franchisee shall be transported to a legally permitted Recycling, Composting, Anaerobic Digestion, or Landfill disposal facility. Nothing in this Agreement shall be construed to grant permission to Franchisee to dispose of collected Industrial Refuse at City's designated landfill site at City's preferred disposal rate for exclusive franchise Refuse.

8. LANDFILL TIP FEES

Franchisee is responsible for paying all applicable landfill tip fees on Industrial Refuse collected in City, even if the Industrial Refuse is transported to a Disposal facility outside of Santa Clara County where the fee is not collected at the gate. These fees include, but are not limited to, the Solid Waste Planning Fee and the AB 939 Implementation Fee.

9. LIQUIDATED DAMAGES

It shall be the duty of Franchisee to perform services under this Agreement in such a manner as to implement practices, policies, and procedures designed to achieve the goals set forth in the Agreement. Franchisee agrees its failure to perform the services as set forth in the Agreement would cause City damage. City and Franchisee mutually agree that making a precise determination of the amount of City's damage as a result of Franchisee's failure would be impractical and/or extremely difficult. Therefore, the parties agree that, in the event such a failure, Franchisee shall pay to City as liquidated damages the amounts listed below, in addition to any other rights or remedies available to City to enforce the Agreement. For the purposes of this Section, unless specifically stated, an occurrence refers to a single instance of collection at a particular site.

| # | Description | Reference | Amount |
|---|---|----------------|--|
| 1 | Failure to provide bundled services to weekly service customers | Exhibit B, § 1 | \$125 per customer per occurrence |
| 2 | Failure to meet specified diversion rates | Exhibit B, § 1 | \$50.00 per ton of material sent to facility that does not meet specified diversion rate. |
| 3 | Failure to comply with hours of operation in industrial areas within 300 feet of residential areas | Exhibit B, § 2 | \$500.00 per occurrence |
| 4 | Set out and collection of Refuse Container (cans, carts, bins, or debris boxes) in the City of Santa Clara outside of permitted areas | Exhibit B, § 2 | First Violation - \$1,000.00 per occurrence. |
| | | | Second Violation Within a One-Year Period - \$1,500.00 per occurrence per collection. |
| | | | Third Violation Within a One-Year Period - \$2,000.00 per occurrence per collection and cause for Immediate Termination of Contractor's Agreement with City. |

| | | | |
|----|--|----------------|---|
| 5 | Failure to submit any required documentation for the purposes of compliance review. City shall provide written notice to Franchisee after each thirty (30) day late period extended beyond the due date. | Exhibit B, § 3 | \$50.00 per each day late first thirty (30) days |
| | | | \$100.00 per day 30-60 days late |
| | | | \$150.00 per day 60-90 days late, and the immediate termination of Contract if report is over ninety (90) days late |
| 6 | Failure to make quarterly NEF fee payment by quarterly report due date | Exhibit B, § 3 | \$50.00 per day late first three calendar days; thereafter \$100.00 per day late, or one and one-quarter (1.25%) percent per month or part thereof of fee due whichever is greater. |
| 7 | Failure to timely submit fully completed quarterly report | Exhibit B, § 3 | \$125.00 per day late |
| 8 | Failure to maintain contactor name and phone number on Containers or remove graffiti within forty-eight (48) hours of notification | Exhibit B, § 4 | \$200.00 per occurrence |
| 9 | Failure to clean up litter spills from hauling operations or failure to cover loads during transportation. | Exhibit B, § 5 | \$125.00 per occurrence |
| 10 | Each failure to clean up spill or leakage of oil, hydraulic fluid, coolant, or other fluid from any collection vehicle used by Franchisee | Exhibit B, § 5 | \$500.00 per occurrence |
| 11 | Failure to submit quarterly reports using the form provided by the City | Exhibit C | \$500.00 per occurrence. |
| 12 | Failure to submit and maintain insurance certificates in full compliance with the requirements set forth in Section 13 of Exhibit "D" | Exhibit D | \$100.00 per day out of compliance |

EXHIBIT C

NEF HAULER QUARTERLY REPORT

| | |
|---|--|
| Mail Certificate and Payment to: City of Santa Clara; Accounting Services 1500 Warburton Avenue Santa Clara, CA 95050 | Submit certificate only to: Karin Hickey, Environmental Programs Manager 1700 Walsh Avenue, Santa Clara, CA 95050 Or email: Environment@SantaClaraCA.gov |
|---|--|

| | | |
|--------------|---------|--------------|
| Company Name | Quarter | Year |
| Contact Name | Title | Phone Number |

PART I - TONNAGE, RECOVERY RATE AND GROSS BILLINGS SUMMARY

Please include all amounts billed to the customer for the service provided in calculation of gross billings, including but not limited to, fees charged to the customer, overweight charges, surcharges, etc. Include all tons/volume collected during the reporting quarter including recycling services without charge or compensation or for which customers are paid for materials.

| Material | Total Tons | Facility | Recovery Rate | Gross Billings |
|----------------------------------|------------|----------|---------------|----------------|
| Garbage to landfill | | | 0% | |
| Garbage as Mixed Waste to MRF | | | | |
| Mixed C&D Debris | | | | |
| Source-Separated C&D Debris | | | | |
| Recyclables | | | | |
| Organic Waste (incl. yard waste) | | | | |
| Other services | | | | |
| Total Gross Billings | | | | \$ - |

PART II - LIQUIDATED DAMAGES

The following liquidated damages are automatically calculated based on the failure to meet specific diversion requirements as set forth in the Exhibit B - Scope of Work.

\$ -

PART III - FRANCHISE & SB1383 IMPLEMENTATION FEES

| | |
|--|--|
| \$ - | \$ - |
| Franchise Fees (12% of gross billings) | SB1383 Implementation Fee (2% of gross billings) |
| Total amount owed to the City: \$ - | |

PART IV - NUMBER OF CUSTOMER ACCOUNTS

| Report every quarter | Report on Q4 of each year (due every Jan 30) |
|---------------------------------|--|
| Bundled weekly service accounts | Accounts subject to AB 341* |
| Temporary debris box accounts | Accounts subject to AB 1826* |

I declare under penalty of perjury that I have examined the appropriate records and believe the information to be true, correct, and complete; that I will maintain these records in my office for review by the City, and that I am authorized to fill out and submit this report to the City of Santa Clara.

☐ By checking the box I agree that my electronic signature is the legal equivalent of my manual signature.

Declarant Signature

Date

EXHIBIT D

INSURANCE REQUIREMENTS

COMMERCIAL GENERAL LIABILITY INSURANCE

Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:

- \$1,000,000 each occurrence
- \$1,000,000 general aggregate
- \$1,000,000 products/completed operations aggregate
- \$1,000,000 personal injury

Exact structure and layering of the coverage shall be left to the discretion of Franchisee; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.

The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Franchisee to comply with the insurance requirements of this Agreement:

Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;

There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and

Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01, with minimum policy limits of not less than one million dollars (\$1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned, non-owned and hired autos. The Automobile Liability Policy shall be endorsed to include Pollution Liability coverage. Pollution Liability coverage can be provided pursuant to the contract using form ISO Form CA 99 48 03 06.

WORKERS' COMPENSATION

Workers' Compensation Insurance Policy as required by statute and employer's liability with the following limits: at least one million dollars (\$1,000,000) policy limit Illness/Injury by disease, and one million dollars (\$1,000,000) for each Accident/Bodily Injury.

The indemnification and hold harmless obligations of Franchisee included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Franchisee or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).

This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Franchisee's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85 or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.

Primary and non-contributing. Each insurance policy provided by Franchisee shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the indemnitied may possess, including any self-insurance or self-insured retention they may have. Any other insurance indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Franchisee's insurance.

Cancellation.

Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.

Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.

Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through D of this Exhibit C, above.

ADDITIONAL INSURANCE RELATED PROVISIONS

Franchisee and City agree as follows:

Franchisee agrees to ensure that subcontractors, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by Franchisee, provide the same minimum insurance coverage required of Contractor, except as with respect to limits. Franchisee agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Franchisee agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.

Franchisee agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Franchisee for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

The City reserves the right to withhold payments from the Franchisee in the event of material noncompliance with the insurance requirements set forth in this Agreement.

EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Franchisee, and each and every subcontractor (of every tier) shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Franchisee shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

EVIDENCE OF COMPLIANCE

Franchisee or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its

representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Franchisee shall submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be mailed to:

EBIX Inc.
City of Santa Clara Public Works Department
P.O. Box 100085 – S2 or 1 Ebix Way
Duluth, GA 30096 John's Creek, GA 30097

Telephone number: 951-766-2280
Fax number: 770-325-0409
Email address: ctsantaclara@ebix.com

QUALIFYING INSURERS

All of the insurance companies providing insurance for Franchisee shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by City or its insurance compliance representatives.

**NON-EXCLUSIVE FRANCHISE AGREEMENT FOR THE COLLECTION OF
INDUSTRIAL REFUSE
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
FERMA GREENBOX INC.**

PREAMBLE

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Ferma Greenbox Inc., a California corporation, (Franchisee). City and Franchisee may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

- A. City desires to grant a franchisee, pursuant to Code of the City of Santa Clara Section 8.25.190, to perform the services more fully described in this Agreement, at Exhibit B, entitled "Scope of Services".
- B. Franchisee represents that it has the professional qualifications, expertise, necessary licenses, and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City in accordance with City Code; and,
- C. The Parties have specified herein the terms and conditions City will grant a franchise to Franchisee for the non-exclusive right to collect, transport, recycle, process, and dispose Industrial Refuse from properties zoned for Industrial use in the City of Santa Clara; and
- D. It is deemed to be to the mutual advantage of the Parties for Franchisee to provide the services specified herein for the industrial community, and promote the health, safety, and welfare of all City residents.

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AGREEMENT DOCUMENTS

The documents forming the entire Agreement between City and Franchisee shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference:

Exhibit A – Definitions

Exhibit B – Scope of Services

Exhibit C – NEF Hauler Quarterly Report

Exhibit D – Insurance Requirements

This Agreement, including the Exhibits set forth above, contains all the agreements, representations, and understandings of the Parties, and supersedes and replaces any previous agreements, representations and understandings, whether oral or written. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control.

2. GRANT OF NON-EXCLUSIVE FRANCHISE

City hereby grants to Franchisee a non-exclusive right to collect, transport, recycle, process, and dispose Industrial Refuse from properties zoned for Industrial use in the City of Santa Clara for the period commencing on January 1, 2022 and terminating on December 31, 2026 ("Term"). Franchisee shall not enter into individual service agreements with Industrial customers that extend beyond the Term of this Agreement. Franchisee agrees, in accordance with the covenants and agreements contained in this Agreement, to provide said services.

3. NON-EXCLUSIVE FRANCHISE (NEF) FEE PAYMENTS TO CITY

Franchisee shall pay to City Non-Exclusive Franchise (NEF) fees of twelve percent (12%) of Gross Billings ("NEF Fee(s)") for the privilege of engaging in the business of collecting, hauling, and transporting Industrial Refuse to its destination. All Container and equipment rental charges and overweight charges are to be included in the gross billings for each Industrial Customer. Franchisee shall report Gross Billings and Franchise Fee amounts to the City specified in Exhibit C.

4. SB 1383 IMPLEMENTATION FEE PAYMENTS TO THE CITY

Franchisee shall pay to the City a fee of two (2%) of Gross Billings ("SB 1383 Implementation Fee(s)") for the implementation, monitoring, and activities incurred by the City and as required by SB 1383. Franchisee shall report Gross Billings and Franchise Fee amounts to the City specified in Exhibit C.

5. SCOPE OF SERVICES

Franchisee shall perform those services set forth in the Scope of Services which are attached as Exhibit B hereto and incorporated as though fully set forth herein.

6. PERFORMANCE SCHEDULE

Franchisee shall perform those Services specified in Exhibit B within the time stated in Exhibit B. Time is expressly made of the essence with respect to each and every term and provision of this Agreement.

7. WARRANTY

Franchisee expressly warrants that (a) all materials and services covered by this Agreement shall be fit for the purpose intended, shall be free from defect, and shall

conform to the specifications, requirements and instructions set forth in the Scope of Services; (b) it will perform Services in compliance with all applicable laws and regulations; and (c) it will use qualified personnel to perform Services in a professional and workmanlike manner. Franchisee agrees to promptly replace or correct any incomplete, inaccurate or defective Services at no further cost to City when defects are due to the negligence, errors or omissions of Franchisee. If Franchisee fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Franchisee for the cost incurred by City.

8. QUALIFICATIONS OF FRANCHISEE - STANDARD OF CARE

Franchisee represents and maintains that it has the necessary expertise and skill to perform the Services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Franchisee's representations regarding its skills and knowledge. Franchisee shall perform such Services and duties in conformance to and consistent with the highest industry standards.

9. NOTICE OF FAILURE TO PERFORM AND LIQUIDATED DAMAGES

- A. Notice of Failure to Perform. City may give written notice to Franchisee for failure to perform any Services or to comply with the terms of this Agreement. In the notice, City shall also identify allowable Franchisee period of compliance and any applicable liquidated damages to be assessed.
- B. Liquidated Damages for Failure to Meet Standards. Franchisee agrees to pay (as liquidated damages and not as a penalty) the amounts set forth in Section 9 of Exhibit B – Scope of Work.
- C. Procedure for Assessment of Liquidated Damages. City may assess liquidated damages for each calendar day or event, as appropriate, that Franchisee is determined to be liable in accordance with this Agreement. All liquidated damages must be paid within 30 days of invoice receipt, unless they are associated with failure to meet appropriate diversion rates per material type, in which case, those liquidated damages will be automatically calculated and included in the NEF Hauler Quarterly Report.

10. CHANGE IN LAW OR CHANGE IN SCOPE

City reserves the right to implement Changes in Scope as a result of any applicable Change in Law that require modifications in Franchisee's obligations under this Agreement.

11. BUSINESS TAX LICENSE REQUIRED

Franchisee must comply with Santa Clara City Code section 3.40.060, as that section may be amended from time to time or renumbered, which requires that any person who transacts or carries on any business in the City of Santa Clara pay business license tax to City. A business tax certificate may be obtained by

completing a Business Tax Application Form online at <https://business.santaclaraca.gov/Apply/GettingStarted/BusinessLicense> and paying the applicable fee at the Santa Clara City Hall Municipal Services Division.

12. TERMINATION

- A. Termination for Convenience. City shall have the right to terminate this Agreement, without cause or penalty, by giving not less than thirty (30) days' prior written notice to Franchisee.
- B. Termination for Default. If Franchisee fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice to Franchisee.
- C. Upon termination, each Party shall assist the other in arranging an orderly transfer and close-out of services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, Franchisee will deliver to City all City information or material that Franchisee has in its possession.

13. ASSIGNMENT AND SUBCONTRACTING

City and Franchisee bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Franchisee shall not hire sub-franchisees or subcontractors without express written permission from City.

Franchisee shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Franchisee is for the acts and omissions of persons directly employed by it.

14. NO THIRD PARTY BENEFICIARY

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

15. AGENCY & CONTROL

Franchisee and all person(s) employed by or contracted with Franchisee to furnish labor and/or materials under this Agreement do not act as agent(s) or employee(s) of City. Franchisee has full rights to manage its employees in their performance of Services under this Agreement.

16. CONFIDENTIALITY OF MATERIAL

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for Franchisee and all other written information submitted to

Franchisee in connection with the performance of this Agreement shall be held confidential by Franchisee and shall not, without the prior written consent of City, be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Franchisee which is otherwise known to Franchisee or becomes generally known to the related industry shall be deemed confidential.

17. OWNERSHIP OF MATERIAL

All material, which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports, designs, technology, programming, works of authorship and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of City but Franchisee may retain and use copies thereof. City shall not be limited in any way or at any time in its use of said material. However, Franchisee shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to, the release of this material to third parties.

18. RIGHT OF CITY TO INSPECT RECORDS OF FRANCHISEE

Franchisee shall keep and maintain full and complete records in Franchisee's local office showing all City Industrial Refuse collection business transacted. Such records shall be available in Franchisee's offices for audit and inspection at any and all reasonable times upon request or demand of the City Manager or her/his designee. The records shall include customer account name, service address, gross billings and cubic yards of service per week for garbage, recycling, and organics. The City may also request and inspect all disposal and processing weight tickets associated with any of the services provided under this agreement. The records must be kept on file for a period of three (3) years following the expiration or termination of this Agreement. Records shall be provided with an electronic copy of the database in a format that allows to sort, group, and analyze Franchisee's data.

Failure to maintain adequate records and keep them on file for a period of three (3) years following expiration or termination of this Agreement, whichever occurs first, shall be cause for City to conduct, or hire an independent accounting firm to conduct, an extensive audit of Franchisee's available records and Franchisee's industrial customers' records to determine if additional NEF Fee payments are due to City ("Waste Audit"). The costs of any Waste Audit shall be borne by Franchisee.

Prior to conducting a Waste Audit, City shall give Franchisee written notice of deficiencies in record keeping and Franchisee shall have thirty (30) calendar days to cure the default. If the default is not cured within the time allotted, City shall have the right to conduct said Waste Audit and to also recover the cost of the Waste Audit in addition to any unpaid NEF Fee payments plus interest at the rate of one and one quarter percent (1.25%) per month simple interest within fifteen (15) days

of receipt of Waste Audit report and billing by Franchisee. Failure to maintain adequate records as required constitutes cause for termination of this Agreement.

19. HOLD HARMLESS/INDEMNIFICATION

- A. To the extent permitted by law, Franchisee agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, in any manner arising from, or alleged to arise in whole or in part from, or in any way connected with the Services performed by Franchisee pursuant to this Agreement – including claims of any kind by Franchisee's employees or persons contracting with Franchisee to perform any portion of the Scope of Services – and shall expressly include passive or active negligence by City connected with the Services. However, the obligation to indemnify shall not apply if such liability is ultimately adjudicated to have arisen through the sole active negligence or sole willful misconduct of City; the obligation to defend is not similarly limited.
- B. Franchisee's obligation to protect, defend, indemnify, and hold harmless in full City and City's employees, shall specifically extend to any and all employment-related claims of any type brought by employees, contractors, subcontractors or other agents of Franchisee, against City (either alone, or jointly with Franchisee), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought.
- C. To the extent Franchisee is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, Franchisee warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Franchisee's responsibilities under the Act.

20. INSURANCE REQUIREMENTS

During the term of this Agreement, and for any time period set forth in Exhibit D, Franchisee shall provide and maintain in full force and effect, at no cost to City, insurance policies as set forth in Exhibit D.

21. WAIVER

Franchisee agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement. Neither City's review, acceptance nor payments for any of the Services required under this Agreement shall be constructed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

22. NOTICES

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara
Attention: Public Works Department – Environmental Programs
1700 Walsh Avenue
Santa Clara, CA 95050
and by e-mail at: environment@santaclaraca.gov, and
manager@santaclaraca.gov

And to Franchisee addressed as follows:

Ferma Greenbox Inc.
6647 Smith Avenue
Newark, CA 94560
and by e-mail at harianmanesh@fermacorp.com

The workday the e-mail was sent shall control the date notice was deemed given. An e-mail transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following business day.

23. COMPLIANCE WITH LAWS

Franchisee shall comply with all applicable laws and regulations of the federal, state and local government, including but not limited to “The Code of the City of Santa Clara, California” (“SCCC”). In particular, Franchisee’s attention is called to the regulations regarding the Accumulation, Transportation and Disposal of Solid Waste (SCCC Chapter 8.25), Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), and Business Tax Certificate (SCCC section 3.40.060), as such Chapters or Sections may be amended from time to time or renumbered. Additionally, Franchisee has read and agrees to comply with City’s Ethical Standards (<http://santaclaraca.gov/home/showdocument?id=58299>).

24. CONFLICTS OF INTEREST

Franchisee certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Franchisee and that no person associated with Franchisee has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Franchisee is familiar with the provisions of California Government Code section 87100 and following, and certifies that it does not know of any facts which would violate these code provisions. Franchisee will advise City if a conflict arises.

25. FAIR EMPLOYMENT

Franchisee shall not discriminate against any employee or applicant for employment because of race, sex, color, religion, religious creed, national origin,

ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state or local law.

26. NO USE OF CITY NAME OR EMBLEM

Franchisee shall not use City's name, insignia, or emblem, or distribute any information related to services under this Agreement in any magazine, trade paper, newspaper, website, or on its vehicles or equipment, or other medium without express written consent of City.

27. GOVERNING LAW AND VENUE

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

28. SEVERABILITY CLAUSE

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

29. AMENDMENTS

This Agreement may only be modified by a written amendment duly authorized and executed by the Parties to this Agreement.

30. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

31. EXECUTION

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

Dated: _____

Office of the City Attorney
City of Santa Clara

DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

FERMA GREENBOX INC.
a California Corporation

Dated: _____
By (Signature): _____
Name: Marc Ferrari
Title: President
Principal Place of Business Address: 6647 Smith Avenue
Newark, CA 94560
Email Address: harianmanesh@fermacorp.com
Telephone: (650) 961-2742
Fax: N/A

"FRANCHISEE"

EXHIBIT A DEFINITIONS

Terms used in this Agreement shall have the following meanings. The singular of any definition shall include the plural and the plural shall include the singular.

1. AB 341. Chapter 12.8 (commencing with Section 42649) of Part 3 of Division 30 of the Public Resources Code, as it may be amended and as implemented by the regulations of CalRecycle.
2. AB 1826. Chapter 12.9 (commencing with Section 42649.8) of Part 3 of Division 30 of the California Public Resources Code, as it may be amended and as implemented by the regulations of CalRecycle.
3. Alternative Daily Cover (ADC). The layer of compacted material that is placed on top of a day's deposition of waste at an operational landfill site that provides odor reduction and a firm base to operate large equipment. For reporting purposes of this Agreement, ADC is classified as Garbage.
4. Anaerobic Digestion. A series of processes in which microorganisms break down biodegradable material in the absence of oxygen to produce biogas.
5. Beneficial Reuse. The byproduct materials, such as compost overs and biosolids, from processing at a Material Recovery Facility. Residual is not defined as Beneficial Reuse.
6. Bundled Services. The required service the Franchisee must provide to all regular customers including the collection of Garbage, Recyclables, and Organic Waste. Individual customer accounts receiving only Temporary Debris Box service from the Franchisee are exempt from this requirement.
7. Collector. Any exclusive or nonexclusive franchise hauling contractor duly authorized by the City Council to collect, transport and dispose of Refuse under specific contract terms with the City.
8. Commercial. The designated zoning for commercial, professional office (OA), or general office (OG) development as shown on the official Zoning Map of the City of Santa Clara.
9. Composting. The biological degradation and transformation of Organic Waste under controlled conditions designed to promote aerobic decomposition at a solid waste facility. For the purposes of this Agreement, composting may also mean the biological degradation of Organic Waste in animal feed.
10. Construction and Demolition Debris (C&D). A broad spectrum of recoverable materials associated with construction and demolition activities including, but not limited to concrete, asphalt, dirt, lumber, roofing materials, sheet rock, green waste, bricks, rock, and metal. C&D Debris can further be defined as Mixed C&D

wherein all C&D materials are collected in the same Container or as Source Separated C&D wherein the individual material described above are collected in separate Containers.

11. Container. All types of receptacles serviced by Franchisee under this Agreement, including but not limited to carts, front-load roll-off bins, drop body debris bins, and compactors.
12. Customer. Any persons or company contracted with Franchisee for the collection and processing or disposal of Refuse in the Industrial Zone.
13. Disposal. The act of delivering material to a Landfill or Material Recovery Facility.
14. Exclusive Franchise Area. All properties in the City not zoned for an "Industrial" use, which can only be serviced by a Collector with an exclusive franchise agreement that is approved by the City Council.
15. Food Waste. Unused and discarded solid food products/scraps including, but not limited to vegetables, fruits, meat, fish, shells bones, cheese, bread, paper-based tea bags and coffee grounds. Food Waste is an Organic Waste.
16. Garbage. All materials that are not recycled and are disposed of or used as alternative daily cover in a landfill, or destroyed by incineration. Garbage does not include Recoverable Materials.
17. Gross Billings. All revenue amounts charged by Franchisee for the provision of services pursuant to this Agreement. Gross Billings include Container rental charges, equipment rental charges, overweight charges, and any charges recovered or collected by Franchisee for the purposes of collecting franchise fees.
18. Industrial. A parcel of real property designated as being located in an industrial zoning district, (MP), (ML) or (MH), as shown on the Official Zoning Map of the City of Santa Clara. A map of the industrial-zoned areas of the city is available at the following web address:
<https://map.santaclaraca.gov/public/index.html?viewer=regional>
19. Industrial Refuse. All classes of solid wastes generated in the industrial zoning districts of City, including all waste matter and materials, putrescible or non-putrescible, solid or liquid wastes, except sewage, whether combustible or non-combustible, and including garbage, rubbish, and recyclables, and excluding hazardous wastes.
20. Landfill. A permitted solid waste disposal facility that is used for the disposal of Garbage.
21. Material Recovery Facility (MRF). A facility that processes Refuse or mixed debris for the purpose of removing recoverable materials for recycling, composting, anaerobic digestion, or animal feed.

22. Mixed Construction and Demolition Debris. The act of collecting all C&D materials into the same Container that is then brought to a Material Recovery Facility for recovery. Mixed C&D achieves a lower Recovery Rate than separating C&D materials into different Containers.
23. Mixed Use Zoning. A property zoned for mixed use (MU), master planned community (MC), or planned development (PD) as shown on the official Zoning Map of the City of Santa Clara.
24. Mixed Waste. Refuse that is collected as a commingled stream of garbage, Organic Waste, and other Recyclables for the purpose of delivery to a Mixed Waste Processing facility.
25. Mixed Waste Processing. A system that accepts a mixed solid waste stream and separates out designated recyclable materials through a combination of manual and mechanical sorting.
26. Non-Exclusive Franchise (NEF) Fee. A fee paid to City on a Quarterly basis that is calculated as twelve percent (12%) of Gross Billings.
27. Organic Waste. Organic materials, including, but not limited to, materials generated from tree trimmings, shrubbery, pruning, vegetable garden waste, dead plants, weeds, leaves, grass clippings, Food Waste, non-food vegetative matter, soiled paper and cardboard that decomposes biologically.
28. Quarter. A three (3) month period, or portion thereof, ending the last day of the following months: March, June, September, and December.
29. Recoverable Material. All materials that have the potential to be recovered from Refuse Containers for recycling, composting, anaerobic digestion, or animal feed processes. This material includes, but is not limited to: green waste, food waste, plastics, glass, white paper, newspaper, mixed paper, cardboard, electronics, scrap metals, and miscellaneous types of construction and demolition debris.
30. Recovery Rate. The percentage of total incoming refuse to a Material Recovery Facility that is recovered as recyclables. The term "recovery" may be used interchangeably with the term "diversion".
31. Recyclables. All Recoverable Material that is to be recycled and made into a new product, including compost from composting and biogas from anaerobic digestion processes, as opposed to recoverable material that is disposed of as Garbage.
32. Recycling. The process of collecting, sorting, cleansing, treating, and reconstituting materials that would otherwise become garbage and returning them for use or reuse in the form of raw materials for new, used, or reconstituted products.

33. Refuse. All classes of solid wastes generated in the City, including all waste matter and materials, putrescible or non-putrescible, solid or liquid wastes, except sewage, whether combustible or non-combustible, including garbage and recoverable material, and excluding hazardous wastes. The term "Refuse" may be used interchangeably with the term "solid waste".
34. Residential. Any property used for residential purposes, regardless of its zoning designation.
35. Residual. The left over material that cannot be converted to Composted material at a composting operation, to biogas in an anaerobic digestion process, to animal feed at applicable facilities, or cannot be recycled at a Material Recovery Facility. Residual is Garbage for the purposes of this agreement.
36. SB 1383. Chapter 13.1 (commencing with Section 42652) of Part 3 of Division 30 of the California Public Resources Code, as it may be amended and as implemented by the regulations of CalRecycle, together with Sections 39730.5 through 39730.8 of the California Health and Safety Code, as they may be amended.
37. SB 1383 Implemenation Fee. A fee paid to City on a Quarterly basis that is calculated as two percent (2%) of Gross Billings.
38. Single-Stream Recycling. A recycling program offered by Franchisee in which customers place multiple types of non-construction and demolition recoverable materials in a single Container that is designated specifically for recyclables and is taken to a Material Recovery Facility for processing.
39. Source Separated Construction and Demolition Debris. The act of collecting C&D materials into different Containers based on material type that are then brought to a Material Recovery Facility for recovery. Source Separated C&D achieves a higher Recovery Rate than Mixed C&D materials.
40. Source Separated Recycling. Recyclable material that is separated by the customer and placed into Containers designated for recycling single specific types of Recoverable Materials, including Construction and Demolition Debris.
41. Temporary Debris Box Service. Debris box service delivered to one physical address for a period of under 90 days.
42. Waste Audit. Franchisee supplied certified report of amounts of recoverable material and garbage for specific customers who may be required by City per terms and conditions described herein.

EXHIBIT B SCOPE OF SERVICES

Franchisee's duties and obligations pursuant to any Services it performs under this Agreement are set forth below.

1. MANDATORY SERVICES

- A. Franchisees that provide bin or cart service, compactor service or regular scheduled debris box service must provide Bundled Services that are inclusive of collecting Garbage, Recyclables, and Organic Waste to each customer account subscribing to two (2) cubic yards of any solid waste per week or more. The City retains the right to, at any time and in its sole discretion, lower the threshold in response to future CalRecycle action. All other customers served via this Agreement must receive Garbage and Recycling services, regardless of their service level. Franchisee may provide Mixed Waste Processing in lieu of Bundled Services. Franchisee must deliver co-mingled material to a MRF with a Recovery Rate greater than or equal to 45% as measured on the same Quarterly schedule as the NEF Fee payments. Individual customer accounts receiving only Temporary Debris Box services from the Franchisee are exempt from this requirement.
- B. Franchisee must dispose collected materials at facilities meeting the following minimum requirements for each type of collected waste stream:
 - 1) Garbage:
 - a. If collected as a single stream material as part of Bundled Services as described in this agreement may be taken to Landfill.
 - b. If collected as part of a co-mingled stream shall be taken to a Mixed Waste Processing Facility with a Recovery Rate above 45%.
 - 2) Mixed C&D: MRF with a Recovery Rate above 45% for Mixed C&D materials.
 - 3) Source Separated C&D: MRF with a Recovery Rate above 90% for source separated C&D materials.
 - 4) Recyclables: MRF with a Recovery Rate above 65%.
 - 5) Organic Waste: MRF with a Recovery Rate above 65% including use of non-residual byproducts, such as compost overs and biosolids, for Beneficial Reuse.
- C. Franchisee must follow best management practices for outreach and education of customers including developing and distributing public education and outreach material which include recommendations to

increase recycling and decrease landfilling annually. Franchisee must also inform and educate customers on best practices for recycling and waste reduction at the time of service. Franchisee must inform customers of City's mandatory Recycling and Organic Waste Recycling requirements and the requirements of state laws AB 341 and AB 1826, and other applicable state laws and must provide records and examples of outreach by January 30th of each year.

- D. Franchisee shall submit the number of customer accounts subject to City's mandatory Recycling and Organic Waste Recycling requirements by January 30th of each year to City.
- E. Franchisee shall report the total number of Commercial accounts subject to AB 341 and AB 1826 serviced and the number of Containers, Container sizes, and frequency of collection for Garbage, Recycling, and Organic Waste by January 30th of each year to City.
- F. All requests for waivers and exemptions described under AB 341, AB 1826, and SB 1383 must be forwarded to City staff for review.

2. FRANCHISEE'S OBLIGATIONS AND HOURS OF OPERATION

- A. Restrictions for Exclusive Franchise Area(s) (EFA)
Franchisee shall not charge for the collection and disposal of Refuse or Recyclables at properties in an EFA in the City unless authorized by separate franchise agreement with the City. Franchisee may collect only Recyclables from an EFA at no charge or fee to customer, including any hauling, bin rental, equipment rental, management, or similar service charge or fees. Any Recyclables set-out for collection must be placed in separately marked Containers provided and owned by the Franchisee, and shall not be contaminated by Garbage.
- B. Hours of Operation
All collections shall be made as quietly as possible, without unnecessary noise, disturbance, or commotion. Collections from any premises within 300 feet of or adjacent to Residential areas, collections shall not commence prior to 7:00 a.m.
- C. Zoning Changes
The zoning designation of individual properties is subject to change during the term of this Agreement. It is the responsibility of the Franchisee to review the zoning designation for its customers. A map of the industrial-zoned areas of the City is available at the following web address:
<https://map.santaclaraca.gov/public/index.html?viewer=regional>
In the event that a property changes its zoning designation to a non-Industrial use (as indicated on the aforementioned map), Franchisee must provide the customer notice that Franchisee will discontinue service within

thirty (30) days of notice. For properties that are zoned in an EFA, Franchisee will be permitted to provide services if Franchisee is an otherwise approved Collector for the EFA.

D. Conflicts with Franchisee Customer Agreements

If any provision contained in this Agreement conflicts with any provisions contained in an agreement between Franchisee and its customers, the provisions contained in this Agreement shall govern and control.

3. QUARTERLY AND ANNUAL REPORTING TO CITY

- A. Franchisee shall file with City's Director of Finance and forward a copy to City's Environmental Program Manager, for each Quarter's reporting period (or portion thereof), a written statement certifying the total Gross Billings for Industrial Refuse and Recycling issued during the period and total number of customers for which such statement is rendered and filed. Said statement shall be due within thirty (30) calendar days following the end of each Quarter. Each statement shall be executed and submitted on the report form provided by the City in Excel format entitled "NEF HAULER QUARTERLY REPORT" (Exhibit C).
- B. Each certifying written statement filed with City's Director of Finance shall be accompanied by the NEF Fee payment equal to twelve percent (12%) of the Gross Billings certified. NEF Fee payments shall be delinquent on the thirty-first (31st) calendar day following the completion of the reporting period. Delinquent NEF Fee payments shall bear interest, commencing from the date of delinquency, at the rate of one and one quarter percent (1.25%) per month, or part thereof, simple interest in addition to penalties described in Exhibit B, Scope of Services, Section 9, Liquidated Damages, herein. Failure to report and/or pay in a timely manner for more than one Quarter, or failure to pay constitutes cause for termination of this Agreement per terms of Exhibit B, Scope of Services, Section 9, Liquidated Damages.
- C. Each quarterly report shall include the SB 1383 Implementation Fee of 2% of total Gross Billings.
- D. Each quarterly report shall include the number of customers that receive weekly Bundled Services as well as the number of Temporary Debris Box Service customers, as applicable.
- E. A Franchisee with a total reportable Gross Billings in excess of one hundred thousand (\$100,000) dollars per year shall submit annually, a report and an opinion by an independent certified public accountant that the Franchisees records were examined and the quarterly reports were a fair and accurate representation of the Gross Billings and NEF Fees owed to City. Said report and opinion shall be filed within one hundred (100) days after the end of the Franchisee's fiscal year.

- F. A Franchisee providing Recycling services without charge or compensation or for which customers are paid for materials must submit a quarterly report as described in Exhibit C, listing the volume or tons diverted from customers within the City and certifying that no charges were made from customers for Recycling service or Container rental.
- G. City may conduct an audit of Franchisee's Gross Billings to ensure that the correct NEF Fee payments are being paid during specified quarters. Franchisee must provide City a summary of customer gross billings within thirty (30) days of request. Customer records to be provided shall include:
 - 1) Customer name;
 - 2) Billing address;
 - 3) Collection address (if different from billing address);
 - 4) Gross Billings for all services provided to customers in the Industrial Zone;
 - 5) NEF Franchise Fees paid to City; and
 - 6) Weekly Industrial Refuse service levels including size of Container and frequency.
- H. Franchisee will be subject to liquidated damages for failing to comply.
- I. Franchisee's quarterly reporting to City shall correspond to quantities reported as required per State of California Regulatory Code Title 14, Division 7, Article 9.2, Disposal Reporting System. Any discrepancies noted by City in writing to Franchisee shall be explained and documentation provided in a timely manner. Franchisee shall provide quarterly report to City of all Industrial Refuse and recoverable material taken to, and City material/ Industrial Refuse removed from, a transfer station or location where Industrial Refuse is temporally deposited and/or processed before larger vehicles take material to its end destination, MRF, Composting facility, Anaerobic Digestion facility, Landfill, or any other processing facilities(s).

4. COLLECTION EQUIPMENT - DESCRIPTION AND MARKING.

- A. Franchisee undertakes and agrees to carry out and perform the obligations of this Agreement in a sanitary, good, and professional manner. All Industrial Refuse collected by Franchisee shall be transported in collection equipment, so constructed and so loaded that there will not be any leakage or dropping of refuse or recyclable material therefrom. Industrial Refuse, when placed in any such vehicle and during its passage to its destination, shall be suitably enclosed so as to prevent spillage. Collection equipment shall be uniformly painted and numbered, and shall have Contractor's name and the vehicle number painted in contrasting colors on each side and on the rear of the vehicle. All Containers shall be clearly marked with the Franchisee's name and phone number.

- B. Franchisee may furnish City-approved, detachable metal or plastic Containers to customers. Franchisee shall be responsible for the general repair and upkeep of Containers that it furnishes to Customers. Franchisee shall repair, repaint or touch-up such Containers as required, but not less than once every two years, and shall maintain such Containers in a sanitary non-leaking condition. Graffiti must be removed from Containers within forty-eight (48) hours of notification by City or customer. Franchisee's firm name and telephone number shall be indicated clearly on the surface of the bin or Container. Containers designated for Recyclables shall be labeled with the type(s) of material(s) to be placed therein. Labels shall be placed on each Container or lid provided to customers and must specify which materials are acceptable and unacceptable in the Container in written or graphic form.
- C. Any new Containers provided by Contractor to customers shall follow the following color requirements for Container lid and/or bin: green for Organic Waste, blue for Recyclables, and gray/black for Garbage. All Containers shall prominently display the type of designated material for source separation allowed to be placed in each Container. Labels must represent acceptable versus unacceptable items in written or graphic form as approved by the City.

5. COVERED LOADS AND LITTER ASSOCIATED WITH HAULING ACTIVITIES.

All Solid Waste collected by Franchisee shall be conveyed in modern collection equipment, so constructed and so loaded that there will not be any leakage or spillage of Solid Waste therefrom. Franchisee shall use reasonable and proper care in the handling of all Solid Waste collected so that none of said material is spilled either on private property or on streets or alleys. Franchisee shall be responsible for ensuring all Containers are covered during transportation to a recycling or disposal facility. Franchisee shall be responsible for ensuring that trash from its solid waste collection vehicle is being littered during transport. Franchisee is required to pick up litter generated from all hauling operations.

6. COMPLIANCE WITH AIR RESOURCES BOARD REGULATIONS

Franchisee shall maintain compliance with all applicable air pollution control laws during the entire period of this Agreement.

7. OWNERSHIP AND DISPOSAL OF INDUSTRIAL REFUSE

All Industrial Refuse collected by Franchisee shall become the property of Franchisee immediately upon the collection thereof, and shall immediately be removed and conveyed to its destination. Industrial Refuse collected by Franchisee shall be transported to a legally permitted Recycling, Composting, Anaerobic Digestion, or Landfill disposal facility. Nothing in this Agreement shall be construed to grant permission to Franchisee to dispose of collected Industrial Refuse at City's designated landfill site at City's preferred disposal rate for exclusive franchise Refuse.

8. LANDFILL TIP FEES

Franchisee is responsible for paying all applicable landfill tip fees on Industrial Refuse collected in City, even if the Industrial Refuse is transported to a Disposal facility outside of Santa Clara County where the fee is not collected at the gate. These fees include, but are not limited to, the Solid Waste Planning Fee and the AB 939 Implementation Fee.

9. LIQUIDATED DAMAGES

It shall be the duty of Franchisee to perform services under this Agreement in such a manner as to implement practices, policies, and procedures designed to achieve the goals set forth in the Agreement. Franchisee agrees its failure to perform the services as set forth in the Agreement would cause City damage. City and Franchisee mutually agree that making a precise determination of the amount of City's damage as a result of Franchisee's failure would be impractical and/or extremely difficult. Therefore, the parties agree that, in the event such a failure, Franchisee shall pay to City as liquidated damages the amounts listed below, in addition to any other rights or remedies available to City to enforce the Agreement. For the purposes of this Section, unless specifically stated, an occurrence refers to a single instance of collection at a particular site.

| # | Description | Reference | Amount |
|---|---|----------------|--|
| 1 | Failure to provide bundled services to weekly service customers | Exhibit B, § 1 | \$125 per customer per occurrence |
| 2 | Failure to meet specified diversion rates | Exhibit B, § 1 | \$50.00 per ton of material sent to facility that does not meet specified diversion rate. |
| 3 | Failure to comply with hours of operation in industrial areas within 300 feet of residential areas | Exhibit B, § 2 | \$500.00 per occurrence |
| 4 | Set out and collection of Refuse Container (cans, carts, bins, or debris boxes) in the City of Santa Clara outside of permitted areas | Exhibit B, § 2 | First Violation - \$1,000.00 per occurrence. |
| | | | Second Violation Within a One-Year Period - \$1,500.00 per occurrence per collection. |
| | | | Third Violation Within a One-Year Period - \$2,000.00 per occurrence per collection and cause for Immediate Termination of Contractor's Agreement with City. |

| | | | |
|----|--|----------------|---|
| 5 | Failure to submit any required documentation for the purposes of compliance review. City shall provide written notice to Franchisee after each thirty (30) day late period extended beyond the due date. | Exhibit B, § 3 | \$50.00 per each day late first thirty (30) days |
| | | | \$100.00 per day 30-60 days late |
| | | | \$150.00 per day 60-90 days late, and the immediate termination of Contract if report is over ninety (90) days late |
| 6 | Failure to make quarterly NEF fee payment by quarterly report due date | Exhibit B, § 3 | \$50.00 per day late first three calendar days; thereafter \$100.00 per day late, or one and one-quarter (1.25%) percent per month or part thereof of fee due whichever is greater. |
| 7 | Failure to timely submit fully completed quarterly report | Exhibit B, § 3 | \$125.00 per day late |
| 8 | Failure to maintain contactor name and phone number on Containers or remove graffiti within forty-eight (48) hours of notification | Exhibit B, § 4 | \$200.00 per occurrence |
| 9 | Failure to clean up litter spills from hauling operations or failure to cover loads during transportation. | Exhibit B, § 5 | \$125.00 per occurrence |
| 10 | Each failure to clean up spill or leakage of oil, hydraulic fluid, coolant, or other fluid from any collection vehicle used by Franchisee | Exhibit B, § 5 | \$500.00 per occurrence |
| 11 | Failure to submit quarterly reports using the form provided by the City | Exhibit C | \$500.00 per occurrence. |
| 12 | Failure to submit and maintain insurance certificates in full compliance with the requirements set forth in Section 13 of Exhibit "D" | Exhibit D | \$100.00 per day out of compliance |

EXHIBIT C NEF HAULER QUARTERLY REPORT

| | |
|---|--|
| Mail Certificate and Payment to: City of Santa Clara; Accounting Services 1500 Warburton Avenue Santa Clara, CA 95050 | Submit certificate only to: Karin Hickey, Environmental Programs Manager 1700 Walsh Avenue, Santa Clara, CA 95050 Or email: Environment@SantaClaraCA.gov |
|---|--|

| | | |
|--------------|---------|--------------|
| Company Name | Quarter | Year |
| Contact Name | Title | Phone Number |

PART I - TONNAGE, RECOVERY RATE AND GROSS BILLINGS SUMMARY

Please include all amounts billed to the customer for the service provided in calculation of gross billings, including but not limited to, fees charged to the customer, overweight charges, surcharges, etc. Include all tons/volume collected during the reporting quarter including recycling services without charge or compensation or for which customers are paid for materials.

| Material | Total Tons | Facility | Recovery Rate | Gross Billings |
|----------------------------------|------------|----------|---------------|----------------|
| Garbage to landfill | | | 0% | |
| Garbage as Mixed Waste to MRF | | | | |
| Mixed C&D Debris | | | | |
| Source-Separated C&D Debris | | | | |
| Recyclables | | | | |
| Organic Waste (incl. yard waste) | | | | |
| Other services | | | | |
| Total Gross Billings | | | | \$ - |

PART II - LIQUIDATED DAMAGES

The following liquidated damages are automatically calculated based on the failure to meet specific diversion requirements as set forth in the Exhibit B - Scope of Work.

\$ -

PART III - FRANCHISE & SB1383 IMPLEMENTATION FEES

| | |
|--|--|
| \$ - | \$ - |
| Franchise Fees (12% of gross billings) | SB1383 Implementation Fee (2% of gross billings) |

Total amount owed to the City: \$ -

PART IV - NUMBER OF CUSTOMER ACCOUNTS

| Report every quarter | Report on Q4 of each year (due every Jan 30) |
|---------------------------------------|--|
| Bundled weekly service accounts _____ | Accounts subject to AB 341* _____ |
| Temporary debris box accounts _____ | Accounts subject to AB 1826* _____ |

I declare under penalty of perjury that I have examined the appropriate records and believe the information to be true, correct, and complete; that I will maintain these records in my office for review by the City, and that I am authorized to fill out and submit this report to the City of Santa Clara.

☐ By checking the box I agree that my electronic signature is the legal equivalent of my manual signature.

Declarant Signature

Date

EXHIBIT D

INSURANCE REQUIREMENTS

COMMERCIAL GENERAL LIABILITY INSURANCE

Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:

- \$1,000,000 each occurrence
- \$1,000,000 general aggregate
- \$1,000,000 products/completed operations aggregate
- \$1,000,000 personal injury

Exact structure and layering of the coverage shall be left to the discretion of Franchisee; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.

The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Franchisee to comply with the insurance requirements of this Agreement:

Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;

There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and

Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01, with minimum policy limits of not less than one million dollars (\$1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned, non-owned and hired autos. The Automobile Liability Policy shall be endorsed to include Pollution Liability coverage. Pollution Liability coverage can be provided pursuant to the contract using form ISO Form CA 99 48 03 06.

WORKERS' COMPENSATION

Workers' Compensation Insurance Policy as required by statute and employer's liability with the following limits: at least one million dollars (\$1,000,000) policy limit Illness/Injury by disease, and one million dollars (\$1,000,000) for each Accident/Bodily Injury.

The indemnification and hold harmless obligations of Franchisee included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Franchisee or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).

This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Franchisee's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85 or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.

Primary and non-contributing. Each insurance policy provided by Franchisee shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the indemnitied may possess, including any self-insurance or self-insured retention they may have. Any other insurance indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Franchisee's insurance.

Cancellation.

Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.

Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.

Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through D of this Exhibit C, above.

ADDITIONAL INSURANCE RELATED PROVISIONS

Franchisee and City agree as follows:

Franchisee agrees to ensure that subcontractors, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by Franchisee, provide the same minimum insurance coverage required of Contractor, except as with respect to limits. Franchisee agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Franchisee agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.

Franchisee agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Franchisee for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

The City reserves the right to withhold payments from the Franchisee in the event of material noncompliance with the insurance requirements set forth in this Agreement.

EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Franchisee, and each and every subcontractor (of every tier) shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Franchisee shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

EVIDENCE OF COMPLIANCE

Franchisee or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its

representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Franchisee shall submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be mailed to:

EBIX Inc.

City of Santa Clara Public Works Department

P.O. Box 100085 – S2 or 1 Ebix Way

Duluth, GA 30096

John's Creek, GA 30097

Telephone number: 951-766-2280

Fax number: 770-325-0409

Email address: ctsantaclara@ebix.com

QUALIFYING INSURERS

All of the insurance companies providing insurance for Franchisee shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by City or its insurance compliance representatives.

**NON-EXCLUSIVE FRANCHISE AGREEMENT FOR THE COLLECTION OF
INDUSTRIAL REFUSE
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
WASTE CONNECTIONS OF CALIFORNIA, INC. DBA GREENTEAM OF SAN JOSE**

PREAMBLE

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Waste Connections of California, Inc. dba GreenTeam of San Jose, a California corporation, (Franchisee). City and Franchisee may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

- A. City desires to grant a franchisee, pursuant to Code of the City of Santa Clara Section 8.25.190, to perform the services more fully described in this Agreement, at Exhibit B, entitled "Scope of Services".
- B. Franchisee represents that it has the professional qualifications, expertise, necessary licenses, and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City in accordance with City Code; and,
- C. The Parties have specified herein the terms and conditions City will grant a franchise to Franchisee for the non-exclusive right to collect, transport, recycle, process, and dispose Industrial Refuse from properties zoned for Industrial use in the City of Santa Clara; and
- D. It is deemed to be to the mutual advantage of the Parties for Franchisee to provide the services specified herein for the industrial community, and promote the health, safety, and welfare of all City residents.

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AGREEMENT DOCUMENTS

The documents forming the entire Agreement between City and Franchisee shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference:

Exhibit A – Definitions

Exhibit B – Scope of Services

Exhibit C – NEF Hauler Quarterly Report

Exhibit D – Insurance Requirements

This Agreement, including the Exhibits set forth above, contains all the agreements, representations, and understandings of the Parties, and supersedes and replaces any previous agreements, representations and understandings, whether oral or written. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control.

2. GRANT OF NON-EXCLUSIVE FRANCHISE

City hereby grants to Franchisee a non-exclusive right to collect, transport, recycle, process, and dispose Industrial Refuse from properties zoned for Industrial use in the City of Santa Clara for the period commencing on January 1, 2022 and terminating on December 31, 2026 ("Term"). Franchisee shall not enter into individual service agreements with Industrial customers that extend beyond the Term of this Agreement. Franchisee agrees, in accordance with the covenants and agreements contained in this Agreement, to provide said services.

3. NON-EXCLUSIVE FRANCHISE (NEF) FEE PAYMENTS TO CITY

Franchisee shall pay to City Non-Exclusive Franchise (NEF) fees of twelve percent (12%) of Gross Billings ("NEF Fee(s)") for the privilege of engaging in the business of collecting, hauling, and transporting Industrial Refuse to its destination. All Container and equipment rental charges and overweight charges are to be included in the gross billings for each Industrial Customer. Franchisee shall report Gross Billings and Franchise Fee amounts to the City specified in Exhibit C.

4. SB 1383 IMPLEMENTATION FEE PAYMENTS TO THE CITY

Franchisee shall pay to the City a fee of two (2%) of Gross Billings ("SB 1383 Implementation Fee(s)") for the implementation, monitoring, and activities incurred by the City and as required by SB 1383. Franchisee shall report Gross Billings and Franchise Fee amounts to the City specified in Exhibit C.

5. SCOPE OF SERVICES

Franchisee shall perform those services set forth in the Scope of Services which are attached as Exhibit B hereto and incorporated as though fully set forth herein.

6. PERFORMANCE SCHEDULE

Franchisee shall perform those Services specified in Exhibit B within the time stated in Exhibit B. Time is expressly made of the essence with respect to each and every term and provision of this Agreement.

7. WARRANTY

Franchisee expressly warrants that (a) all materials and services covered by this Agreement shall be fit for the purpose intended, shall be free from defect, and shall

conform to the specifications, requirements and instructions set forth in the Scope of Services; (b) it will perform Services in compliance with all applicable laws and regulations; and (c) it will use qualified personnel to perform Services in a professional and workmanlike manner. Franchisee agrees to promptly replace or correct any incomplete, inaccurate or defective Services at no further cost to City when defects are due to the negligence, errors or omissions of Franchisee. If Franchisee fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Franchisee for the cost incurred by City.

8. QUALIFICATIONS OF FRANCHISEE - STANDARD OF CARE

Franchisee represents and maintains that it has the necessary expertise and skill to perform the Services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Franchisee's representations regarding its skills and knowledge. Franchisee shall perform such Services and duties in conformance to and consistent with the highest industry standards.

9. NOTICE OF FAILURE TO PERFORM AND LIQUIDATED DAMAGES

- A. Notice of Failure to Perform. City may give written notice to Franchisee for failure to perform any Services or to comply with the terms of this Agreement. In the notice, City shall also identify allowable Franchisee period of compliance and any applicable liquidated damages to be assessed.
- B. Liquidated Damages for Failure to Meet Standards. Franchisee agrees to pay (as liquidated damages and not as a penalty) the amounts set forth in Section 9 of Exhibit B – Scope of Work.
- C. Procedure for Assessment of Liquidated Damages. City may assess liquidated damages for each calendar day or event, as appropriate, that Franchisee is determined to be liable in accordance with this Agreement. All liquidated damages must be paid within 30 days of invoice receipt, unless they are associated with failure to meet appropriate diversion rates per material type, in which case, those liquidated damages will be automatically calculated and included in the NEF Hauler Quarterly Report.

10. CHANGE IN LAW OR CHANGE IN SCOPE

City reserves the right to implement Changes in Scope as a result of any applicable Change in Law that require modifications in Franchisee's obligations under this Agreement.

11. BUSINESS TAX LICENSE REQUIRED

Franchisee must comply with Santa Clara City Code section 3.40.060, as that section may be amended from time to time or renumbered, which requires that any person who transacts or carries on any business in the City of Santa Clara pay business license tax to City. A business tax certificate may be obtained by

completing a Business Tax Application Form online at <https://business.santaclaraca.gov/Apply/GettingStarted/BusinessLicense> and paying the applicable fee at the Santa Clara City Hall Municipal Services Division.

12. TERMINATION

- A. Termination for Convenience. City shall have the right to terminate this Agreement, without cause or penalty, by giving not less than thirty (30) days' prior written notice to Franchisee.
- B. Termination for Default. If Franchisee fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice to Franchisee.
- C. Upon termination, each Party shall assist the other in arranging an orderly transfer and close-out of services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, Franchisee will deliver to City all City information or material that Franchisee has in its possession.

13. ASSIGNMENT AND SUBCONTRACTING

City and Franchisee bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Franchisee shall not hire sub-franchisees or subcontractors without express written permission from City.

Franchisee shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Franchisee is for the acts and omissions of persons directly employed by it.

14. NO THIRD PARTY BENEFICIARY

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

15. AGENCY & CONTROL

Franchisee and all person(s) employed by or contracted with Franchisee to furnish labor and/or materials under this Agreement do not act as agent(s) or employee(s) of City. Franchisee has full rights to manage its employees in their performance of Services under this Agreement.

16. CONFIDENTIALITY OF MATERIAL

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for Franchisee and all other written information submitted to

Franchisee in connection with the performance of this Agreement shall be held confidential by Franchisee and shall not, without the prior written consent of City, be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Franchisee which is otherwise known to Franchisee or becomes generally known to the related industry shall be deemed confidential.

17. OWNERSHIP OF MATERIAL

All material, which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports, designs, technology, programming, works of authorship and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of City but Franchisee may retain and use copies thereof. City shall not be limited in any way or at any time in its use of said material. However, Franchisee shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to, the release of this material to third parties.

18. RIGHT OF CITY TO INSPECT RECORDS OF FRANCHISEE

Franchisee shall keep and maintain full and complete records in Franchisee's local office showing all City Industrial Refuse collection business transacted. Such records shall be available in Franchisee's offices for audit and inspection at any and all reasonable times upon request or demand of the City Manager or her/his designee. The records shall include customer account name, service address, gross billings and cubic yards of service per week for garbage, recycling, and organics. The City may also request and inspect all disposal and processing weight tickets associated with any of the services provided under this agreement. The records must be kept on file for a period of three (3) years following the expiration or termination of this Agreement. Records shall be provided with an electronic copy of the database in a format that allows to sort, group, and analyze Franchisee's data.

Failure to maintain adequate records and keep them on file for a period of three (3) years following expiration or termination of this Agreement, whichever occurs first, shall be cause for City to conduct, or hire an independent accounting firm to conduct, an extensive audit of Franchisee's available records and Franchisee's industrial customers' records to determine if additional NEF Fee payments are due to City ("Waste Audit"). The costs of any Waste Audit shall be borne by Franchisee.

Prior to conducting a Waste Audit, City shall give Franchisee written notice of deficiencies in record keeping and Franchisee shall have thirty (30) calendar days to cure the default. If the default is not cured within the time allotted, City shall have the right to conduct said Waste Audit and to also recover the cost of the Waste Audit in addition to any unpaid NEF Fee payments plus interest at the rate of one and one quarter percent (1.25%) per month simple interest within fifteen (15) days

of receipt of Waste Audit report and billing by Franchisee. Failure to maintain adequate records as required constitutes cause for termination of this Agreement.

19. HOLD HARMLESS/INDEMNIFICATION

- A. To the extent permitted by law, Franchisee agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, in any manner arising from, or alleged to arise in whole or in part from, or in any way connected with the Services performed by Franchisee pursuant to this Agreement – including claims of any kind by Franchisee's employees or persons contracting with Franchisee to perform any portion of the Scope of Services – and shall expressly include passive or active negligence by City connected with the Services. However, the obligation to indemnify shall not apply if such liability is ultimately adjudicated to have arisen through the sole active negligence or sole willful misconduct of City; the obligation to defend is not similarly limited.
- B. Franchisee's obligation to protect, defend, indemnify, and hold harmless in full City and City's employees, shall specifically extend to any and all employment-related claims of any type brought by employees, contractors, subcontractors or other agents of Franchisee, against City (either alone, or jointly with Franchisee), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought.
- C. To the extent Franchisee is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, Franchisee warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Franchisee's responsibilities under the Act.

20. INSURANCE REQUIREMENTS

During the term of this Agreement, and for any time period set forth in Exhibit D, Franchisee shall provide and maintain in full force and effect, at no cost to City, insurance policies as set forth in Exhibit D.

21. WAIVER

Franchisee agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement. Neither City's review, acceptance nor payments for any of the Services required under this Agreement shall be constructed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

22. NOTICES

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara
Attention: Public Works Department – Environmental Programs
1700 Walsh Avenue
Santa Clara, CA 95050
and by e-mail at: environment@santaclaraca.gov, and
manager@santaclaraca.gov

And to Franchisee addressed as follows:

Waste Connections of California, Inc. dba GreenTeam of San Jose
1333 Oakland Road
San Jose, CA 95112
and by e-mail at wesliem@wcnx.org

The workday the e-mail was sent shall control the date notice was deemed given. An e-mail transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following business day.

23. COMPLIANCE WITH LAWS

Franchisee shall comply with all applicable laws and regulations of the federal, state and local government, including but not limited to “The Code of the City of Santa Clara, California” (“SCCC”). In particular, Franchisee’s attention is called to the regulations regarding the Accumulation, Transportation and Disposal of Solid Waste (SCCC Chapter 8.25), Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), and Business Tax Certificate (SCCC section 3.40.060), as such Chapters or Sections may be amended from time to time or renumbered. Additionally, Franchisee has read and agrees to comply with City’s Ethical Standards (<http://santaclaraca.gov/home/showdocument?id=58299>).

24. CONFLICTS OF INTEREST

Franchisee certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Franchisee and that no person associated with Franchisee has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Franchisee is familiar with the provisions of California Government Code section 87100 and following, and certifies that it does not know of any facts which would violate these code provisions. Franchisee will advise City if a conflict arises.

25. FAIR EMPLOYMENT

Franchisee shall not discriminate against any employee or applicant for employment because of race, sex, color, religion, religious creed, national origin,

ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state or local law.

26. NO USE OF CITY NAME OR EMBLEM

Franchisee shall not use City's name, insignia, or emblem, or distribute any information related to services under this Agreement in any magazine, trade paper, newspaper, website, or on its vehicles or equipment, or other medium without express written consent of City.

27. GOVERNING LAW AND VENUE

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

28. SEVERABILITY CLAUSE

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

29. AMENDMENTS

This Agreement may only be modified by a written amendment duly authorized and executed by the Parties to this Agreement.

30. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

31. EXECUTION

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

Dated: _____

Office of the City Attorney
City of Santa Clara

DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

WASTE CONNECTIONS OF CALIFORNIA, INC. DBA GREENTEAM OF SAN JOSE
a California Corporation

Dated: 11/23/2021
By (Signature): 
Name: Bret Faulkner
Title: District Manager
Principal Place of Business Address: 1333 Oakland Road
San Jose, CA 95112
Email Address: bretf@wcnx.org
Telephone: (408) 283-8500
Fax: N/A
"FRANCHISEE"

EXHIBIT A DEFINITIONS

Terms used in this Agreement shall have the following meanings. The singular of any definition shall include the plural and the plural shall include the singular.

1. AB 341. Chapter 12.8 (commencing with Section 42649) of Part 3 of Division 30 of the Public Resources Code, as it may be amended and as implemented by the regulations of CalRecycle.
2. AB 1826. Chapter 12.9 (commencing with Section 42649.8) of Part 3 of Division 30 of the California Public Resources Code, as it may be amended and as implemented by the regulations of CalRecycle.
3. Alternative Daily Cover (ADC). The layer of compacted material that is placed on top of a day's deposition of waste at an operational landfill site that provides odor reduction and a firm base to operate large equipment. For reporting purposes of this Agreement, ADC is classified as Garbage.
4. Anaerobic Digestion. A series of processes in which microorganisms break down biodegradable material in the absence of oxygen to produce biogas.
5. Beneficial Reuse. The byproduct materials, such as compost overs and biosolids, from processing at a Material Recovery Facility. Residual is not defined as Beneficial Reuse.
6. Bundled Services. The required service the Franchisee must provide to all regular customers including the collection of Garbage, Recyclables, and Organic Waste. Individual customer accounts receiving only Temporary Debris Box service from the Franchisee are exempt from this requirement.
7. Collector. Any exclusive or nonexclusive franchise hauling contractor duly authorized by the City Council to collect, transport and dispose of Refuse under specific contract terms with the City.
8. Commercial. The designated zoning for commercial, professional office (OA), or general office (OG) development as shown on the official Zoning Map of the City of Santa Clara.
9. Composting. The biological degradation and transformation of Organic Waste under controlled conditions designed to promote aerobic decomposition at a solid waste facility. For the purposes of this Agreement, composting may also mean the biological degradation of Organic Waste in animal feed.
10. Construction and Demolition Debris (C&D). A broad spectrum of recoverable materials associated with construction and demolition activities including, but not limited to concrete, asphalt, dirt, lumber, roofing materials, sheet rock, green waste, bricks, rock, and metal. C&D Debris can further be defined as Mixed C&D

wherein all C&D materials are collected in the same Container or as Source Separated C&D wherein the individual material described above are collected in separate Containers.

11. **Container.** All types of receptacles serviced by Franchisee under this Agreement, including but not limited to carts, front-load roll-off bins, drop body debris bins, and compactors.
12. **Customer.** Any persons or company contracted with Franchisee for the collection and processing or disposal of Refuse in the Industrial Zone.
13. **Disposal.** The act of delivering material to a Landfill or Material Recovery Facility.
14. **Exclusive Franchise Area.** All properties in the City not zoned for an "Industrial" use, which can only be serviced by a Collector with an exclusive franchise agreement that is approved by the City Council.
15. **Food Waste.** Unused and discarded solid food products/scraps including, but not limited to vegetables, fruits, meat, fish, shells bones, cheese, bread, paper-based tea bags and coffee grounds. Food Waste is an Organic Waste.
16. **Garbage.** All materials that are not recycled and are disposed of or used as alternative daily cover in a landfill, or destroyed by incineration. Garbage does not include Recoverable Materials.
17. **Gross Billings.** All revenue amounts charged by Franchisee for the provision of services pursuant to this Agreement. Gross Billings include Container rental charges, equipment rental charges, overweight charges, and any charges recovered or collected by Franchisee for the purposes of collecting franchise fees.
18. **Industrial.** A parcel of real property designated as being located in an industrial zoning district, (MP), (ML) or (MH), as shown on the Official Zoning Map of the City of Santa Clara. A map of the industrial-zoned areas of the city is available at the following web address:
<https://map.santaclaraca.gov/public/index.html?viewer=regional>
19. **Industrial Refuse.** All classes of solid wastes generated in the industrial zoning districts of City, including all waste matter and materials, putrescible or non-putrescible, solid or liquid wastes, except sewage, whether combustible or non-combustible, and including garbage, rubbish, and recyclables, and excluding hazardous wastes.
20. **Landfill.** A permitted solid waste disposal facility that is used for the disposal of Garbage.
21. **Material Recovery Facility (MRF).** A facility that processes Refuse or mixed debris for the purpose of removing recoverable materials for recycling, composting, anaerobic digestion, or animal feed.

22. **Mixed Construction and Demolition Debris.** The act of collecting all C&D materials into the same Container that is then brought to a Material Recovery Facility for recovery. Mixed C&D achieves a lower Recovery Rate than separating C&D materials into different Containers.
23. **Mixed Use Zoning.** A property zoned for mixed use (MU), master planned community (MC), or planned development (PD) as shown on the official Zoning Map of the City of Santa Clara.
24. **Mixed Waste.** Refuse that is collected as a commingled stream of garbage, Organic Waste, and other Recyclables for the purpose of delivery to a Mixed Waste Processing facility.
25. **Mixed Waste Processing.** A system that accepts a mixed solid waste stream and separates out designated recyclable materials through a combination of manual and mechanical sorting.
26. **Non-Exclusive Franchise (NEF) Fee.** A fee paid to City on a Quarterly basis that is calculated as twelve percent (12%) of Gross Billings.
27. **Organic Waste.** Organic materials, including, but not limited to, materials generated from tree trimmings, shrubbery, pruning, vegetable garden waste, dead plants, weeds, leaves, grass clippings, Food Waste, non-food vegetative matter, soiled paper and cardboard that decomposes biologically.
28. **Quarter.** A three (3) month period, or portion thereof, ending the last day of the following months: March, June, September, and December.
29. **Recoverable Material.** All materials that have the potential to be recovered from Refuse Containers for recycling, composting, anaerobic digestion, or animal feed processes. This material includes, but is not limited to: green waste, food waste, plastics, glass, white paper, newspaper, mixed paper, cardboard, electronics, scrap metals, and miscellaneous types of construction and demolition debris.
30. **Recovery Rate.** The percentage of total incoming refuse to a Material Recovery Facility that is recovered as recyclables. The term "recovery" may be used interchangeably with the term "diversion".
31. **Recyclables.** All Recoverable Material that is to be recycled and made into a new product, including compost from composting and biogas from anaerobic digestion processes, as opposed to recoverable material that is disposed of as Garbage.
32. **Recycling.** The process of collecting, sorting, cleansing, treating, and reconstituting materials that would otherwise become garbage and returning them for use or reuse in the form of raw materials for new, used, or reconstituted products.

33. **Refuse.** All classes of solid wastes generated in the City, including all waste matter and materials, putrescible or non-putrescible, solid or liquid wastes, except sewage, whether combustible or non-combustible, including garbage and recoverable material, and excluding hazardous wastes. The term "Refuse" may be used interchangeably with the term "solid waste".
34. **Residential.** Any property used for residential purposes, regardless of its zoning designation.
35. **Residual.** The left over material that cannot be converted to Composted material at a composting operation, to biogas in an anaerobic digestion process, to animal feed at applicable facilities, or cannot be recycled at a Material Recovery Facility. Residual is Garbage for the purposes of this agreement.
36. **SB 1383.** Chapter 13.1 (commencing with Section 42652) of Part 3 of Division 30 of the California Public Resources Code, as it may be amended and as implemented by the regulations of CalRecycle, together with Sections 39730.5 through 39730.8 of the California Health and Safety Code, as they may be amended.
37. **SB 1383 Implemenation Fee.** A fee paid to City on a Quarterly basis that is calculated as two percent (2%) of Gross Billings.
38. **Single-Stream Recycling.** A recycling program offered by Franchisee in which customers place multiple types of non-construction and demolition recoverable materials in a single Container that is designated specifically for recyclables and is taken to a Material Recovery Facility for processing.
39. **Source Separated Construction and Demolition Debris.** The act of collecting C&D materials into different Containers based on material type that are then brought to a Material Recovery Facility for recovery. Source Separated C&D achieves a higher Recovery Rate than Mixed C&D materials.
40. **Source Separated Recycling.** Recyclable material that is separated by the customer and placed into Containers designated for recycling single specific types of Recoverable Materials, including Construction and Demolition Debris.
41. **Temporary Debris Box Service.** Debris box service delivered to one physical address for a period of under 90 days.
42. **Waste Audit.** Franchisee supplied certified report of amounts of recoverable material and garbage for specific customers who may be required by City per terms and conditions described herein.

EXHIBIT B SCOPE OF SERVICES

Franchisee's duties and obligations pursuant to any Services it performs under this Agreement are set forth below.

1. MANDATORY SERVICES

- A. Franchisees that provide bin or cart service, compactor service or regular scheduled debris box service must provide Bundled Services that are inclusive of collecting Garbage, Recyclables, and Organic Waste to each customer account subscribing to two (2) cubic yards of any solid waste per week or more. The City retains the right to, at any time and in its sole discretion, lower the threshold in response to future CalRecycle action. All other customers served via this Agreement must receive Garbage and Recycling services, regardless of their service level. Franchisee may provide Mixed Waste Processing in lieu of Bundled Services. Franchisee must deliver co-mingled material to a MRF with a Recovery Rate greater than or equal to 45% as measured on the same Quarterly schedule as the NEF Fee payments. Individual customer accounts receiving only Temporary Debris Box services from the Franchisee are exempt from this requirement.
- B. Franchisee must dispose collected materials at facilities meeting the following minimum requirements for each type of collected waste stream:
 - 1) Garbage:
 - a. If collected as a single stream material as part of Bundled Services as described in this agreement may be taken to Landfill.
 - b. If collected as part of a co-mingled stream shall be taken to a Mixed Waste Processing Facility with a Recovery Rate above 45%.
 - 2) Mixed C&D: MRF with a Recovery Rate above 45% for Mixed C&D materials.
 - 3) Source Separated C&D: MRF with a Recovery Rate above 90% for source separated C&D materials.
 - 4) Recyclables: MRF with a Recovery Rate above 65%.
 - 5) Organic Waste: MRF with a Recovery Rate above 65% including use of non-residual byproducts, such as compost overs and biosolids, for Beneficial Reuse.
- C. Franchisee must follow best management practices for outreach and education of customers including developing and distributing public education and outreach material which include recommendations to

increase recycling and decrease landfilling annually. Franchisee must also inform and educate customers on best practices for recycling and waste reduction at the time of service. Franchisee must inform customers of City's mandatory Recycling and Organic Waste Recycling requirements and the requirements of state laws AB 341 and AB 1826, and other applicable state laws and must provide records and examples of outreach by January 30th of each year.

- D. Franchisee shall submit the number of customer accounts subject to City's mandatory Recycling and Organic Waste Recycling requirements by January 30th of each year to City.
- E. Franchisee shall report the total number of Commercial accounts subject to AB 341 and AB 1826 serviced and the number of Containers, Container sizes, and frequency of collection for Garbage, Recycling, and Organic Waste by January 30th of each year to City.
- F. All requests for waivers and exemptions described under AB 341, AB 1826, and SB 1383 must be forwarded to City staff for review.

2. FRANCHISEE'S OBLIGATIONS AND HOURS OF OPERATION

- A. **Restrictions for Exclusive Franchise Area(s) (EFA)**
Franchisee shall not charge for the collection and disposal of Refuse or Recyclables at properties in an EFA in the City unless authorized by separate franchise agreement with the City. Franchisee may collect only Recyclables from an EFA at no charge or fee to customer, including any hauling, bin rental, equipment rental, management, or similar service charge or fees. Any Recyclables set-out for collection must be placed in separately marked Containers provided and owned by the Franchisee, and shall not be contaminated by Garbage.
- B. **Hours of Operation**
All collections shall be made as quietly as possible, without unnecessary noise, disturbance, or commotion. Collections from any premises within 300 feet of or adjacent to Residential areas, collections shall not commence prior to 7:00 a.m.
- C. **Zoning Changes**
The zoning designation of individual properties is subject to change during the term of this Agreement. It is the responsibility of the Franchisee to review the zoning designation for its customers. A map of the industrial-zoned areas of the City is available at the following web address:
<https://map.santaclaraca.gov/public/index.html?viewer=regional>
In the event that a property changes its zoning designation to a non-Industrial use (as indicated on the aforementioned map), Franchisee must provide the customer notice that Franchisee will discontinue service within

thirty (30) days of notice. For properties that are zoned in an EFA, Franchisee will be permitted to provide services if Franchisee is an otherwise approved Collector for the EFA.

D. Conflicts with Franchisee Customer Agreements

If any provision contained in this Agreement conflicts with any provisions contained in an agreement between Franchisee and its customers, the provisions contained in this Agreement shall govern and control.

3. QUARTERLY AND ANNUAL REPORTING TO CITY

- A. Franchisee shall file with City's Director of Finance and forward a copy to City's Environmental Program Manager, for each Quarter's reporting period (or portion thereof), a written statement certifying the total Gross Billings for Industrial Refuse and Recycling issued during the period and total number of customers for which such statement is rendered and filed. Said statement shall be due within thirty (30) calendar days following the end of each Quarter. Each statement shall be executed and submitted on the report form provided by the City in Excel format entitled "NEF HAULER QUARTERLY REPORT" (Exhibit C).
- B. Each certifying written statement filed with City's Director of Finance shall be accompanied by the NEF Fee payment equal to twelve percent (12%) of the Gross Billings certified. NEF Fee payments shall be delinquent on the thirty-first (31st) calendar day following the completion of the reporting period. Delinquent NEF Fee payments shall bear interest, commencing from the date of delinquency, at the rate of one and one quarter percent (1.25%) per month, or part thereof, simple interest in addition to penalties described in Exhibit B, Scope of Services, Section 9, Liquidated Damages, herein. Failure to report and/or pay in a timely manner for more than one Quarter, or failure to pay constitutes cause for termination of this Agreement per terms of Exhibit B, Scope of Services, Section 9, Liquidated Damages.
- C. Each quarterly report shall include the SB 1383 Implementation Fee of 2% of total Gross Billings.
- D. Each quarterly report shall include the number of customers that receive weekly Bundled Services as well as the number of Temporary Debris Box Service customers, as applicable.
- E. A Franchisee with a total reportable Gross Billings in excess of one hundred thousand (\$100,000) dollars per year shall submit annually, a report and an opinion by an independent certified public accountant that the Franchisees records were examined and the quarterly reports were a fair and accurate representation of the Gross Billings and NEF Fees owed to City. Said report and opinion shall be filed within one hundred (100) days after the end of the Franchisee's fiscal year.

- F. A Franchisee providing Recycling services without charge or compensation or for which customers are paid for materials must submit a quarterly report as described in Exhibit C, listing the volume or tons diverted from customers within the City and certifying that no charges were made from customers for Recycling service or Container rental.
- G. City may conduct an audit of Franchisee's Gross Billings to ensure that the correct NEF Fee payments are being paid during specified quarters. Franchisee must provide City a summary of customer gross billings within thirty (30) days of request. Customer records to be provided shall include:
 - 1) Customer name;
 - 2) Billing address;
 - 3) Collection address (if different from billing address);
 - 4) Gross Billings for all services provided to customers in the Industrial Zone;
 - 5) NEF Franchise Fees paid to City; and
 - 6) Weekly Industrial Refuse service levels including size of Container and frequency.
- H. Franchisee will be subject to liquidated damages for failing to comply.
- I. Franchisee's quarterly reporting to City shall correspond to quantities reported as required per State of California Regulatory Code Title 14, Division 7, Article 9.2, Disposal Reporting System. Any discrepancies noted by City in writing to Franchisee shall be explained and documentation provided in a timely manner. Franchisee shall provide quarterly report to City of all Industrial Refuse and recoverable material taken to, and City material/ Industrial Refuse removed from, a transfer station or location where Industrial Refuse is temporally deposited and/or processed before larger vehicles take material to its end destination, MRF, Composting facility, Anaerobic Digestion facility, Landfill, or any other processing facilities(s).

4. COLLECTION EQUIPMENT - DESCRIPTION AND MARKING.

- A. Franchisee undertakes and agrees to carry out and perform the obligations of this Agreement in a sanitary, good, and professional manner. All Industrial Refuse collected by Franchisee shall be transported in collection equipment, so constructed and so loaded that there will not be any leakage or dropping of refuse or recyclable material therefrom. Industrial Refuse, when placed in any such vehicle and during its passage to its destination, shall be suitably enclosed so as to prevent spillage. Collection equipment shall be uniformly painted and numbered, and shall have Contractor's name and the vehicle number painted in contrasting colors on each side and on the rear of the vehicle. All Containers shall be clearly marked with the Franchisee's name and phone number.

- B. Franchisee may furnish City-approved, detachable metal or plastic Containers to customers. Franchisee shall be responsible for the general repair and upkeep of Containers that it furnishes to Customers. Franchisee shall repair, repaint or touch-up such Containers as required, but not less than once every two years, and shall maintain such Containers in a sanitary non-leaking condition. Graffiti must be removed from Containers within forty-eight (48) hours of notification by City or customer. Franchisee's firm name and telephone number shall be indicated clearly on the surface of the bin or Container. Containers designated for Recyclables shall be labeled with the type(s) of material(s) to be placed therein. Labels shall be placed on each Container or lid provided to customers and must specify which materials are acceptable and unacceptable in the Container in written or graphic form.
- C. Any new Containers provided by Contractor to customers shall follow the following color requirements for Container lid and/or bin: green for Organic Waste, blue for Recyclables, and gray/black for Garbage. All Containers shall prominently display the type of designated material for source separation allowed to be placed in each Container. Labels must represent acceptable versus unacceptable items in written or graphic form as approved by the City.

5. COVERED LOADS AND LITTER ASSOCIATED WITH HAULING ACTIVITIES.

All Solid Waste collected by Franchisee shall be conveyed in modern collection equipment, so constructed and so loaded that there will not be any leakage or spillage of Solid Waste therefrom. Franchisee shall use reasonable and proper care in the handling of all Solid Waste collected so that none of said material is spilled either on private property or on streets or alleys. Franchisee shall be responsible for ensuring all Containers are covered during transportation to a recycling or disposal facility. Franchisee shall be responsible for ensuring that trash from its solid waste collection vehicle is being littered during transport. Franchisee is required to pick up litter generated from all hauling operations.

6. COMPLIANCE WITH AIR RESOURCES BOARD REGULATIONS

Franchisee shall maintain compliance with all applicable air pollution control laws during the entire period of this Agreement.

7. OWNERSHIP AND DISPOSAL OF INDUSTRIAL REFUSE

All Industrial Refuse collected by Franchisee shall become the property of Franchisee immediately upon the collection thereof, and shall immediately be removed and conveyed to its destination. Industrial Refuse collected by Franchisee shall be transported to a legally permitted Recycling, Composting, Anaerobic Digestion, or Landfill disposal facility. Nothing in this Agreement shall be construed to grant permission to Franchisee to dispose of collected Industrial Refuse at City's designated landfill site at City's preferred disposal rate for exclusive franchise Refuse.

8. LANDFILL TIP FEES

Franchisee is responsible for paying all applicable landfill tip fees on Industrial Refuse collected in City, even if the Industrial Refuse is transported to a Disposal facility outside of Santa Clara County where the fee is not collected at the gate. These fees include, but are not limited to, the Solid Waste Planning Fee and the AB 939 Implementation Fee.

9. LIQUIDATED DAMAGES

It shall be the duty of Franchisee to perform services under this Agreement in such a manner as to implement practices, policies, and procedures designed to achieve the goals set forth in the Agreement. Franchisee agrees its failure to perform the services as set forth in the Agreement would cause City damage. City and Franchisee mutually agree that making a precise determination of the amount of City's damage as a result of Franchisee's failure would be impractical and/or extremely difficult. Therefore, the parties agree that, in the event such a failure, Franchisee shall pay to City as liquidated damages the amounts listed below, in addition to any other rights or remedies available to City to enforce the Agreement. For the purposes of this Section, unless specifically stated, an occurrence refers to a single instance of collection at a particular site.

| # | Description | Reference | Amount |
|---|---|----------------|--|
| 1 | Failure to provide bundled services to weekly service customers | Exhibit B, § 1 | \$125 per customer per occurrence |
| 2 | Failure to meet specified diversion rates | Exhibit B, § 1 | \$50.00 per ton of material sent to facility that does not meet specified diversion rate. |
| 3 | Failure to comply with hours of operation in industrial areas within 300 feet of residential areas | Exhibit B, § 2 | \$500.00 per occurrence |
| 4 | Set out and collection of Refuse Container (cans, carts, bins, or debris boxes) in the City of Santa Clara outside of permitted areas | Exhibit B, § 2 | First Violation - \$1,000.00 per occurrence. |
| | | | Second Violation Within a One-Year Period - \$1,500.00 per occurrence per collection. |
| | | | Third Violation Within a One-Year Period - \$2,000.00 per occurrence per collection and cause for Immediate Termination of Contractor's Agreement with City. |

| | | | |
|----|--|----------------|---|
| 5 | Failure to submit any required documentation for the purposes of compliance review. City shall provide written notice to Franchisee after each thirty (30) day late period extended beyond the due date. | Exhibit B, § 3 | \$50.00 per each day late first thirty (30) days |
| | | | \$100.00 per day 30-60 days late |
| | | | \$150.00 per day 60-90 days late, and the immediate termination of Contract if report is over ninety (90) days late |
| 6 | Failure to make quarterly NEF fee payment by quarterly report due date | Exhibit B, § 3 | \$50.00 per day late first three calendar days; thereafter \$100.00 per day late, or one and one-quarter (1.25%) percent per month or part thereof of fee due whichever is greater. |
| 7 | Failure to timely submit fully completed quarterly report | Exhibit B, § 3 | \$125.00 per day late |
| 8 | Failure to maintain contactor name and phone number on Containers or remove graffiti within forty-eight (48) hours of notification | Exhibit B, § 4 | \$200.00 per occurrence |
| 9 | Failure to clean up litter spills from hauling operations or failure to cover loads during transportation. | Exhibit B, § 5 | \$125.00 per occurrence |
| 10 | Each failure to clean up spill or leakage of oil, hydraulic fluid, coolant, or other fluid from any collection vehicle used by Franchisee | Exhibit B, § 5 | \$500.00 per occurrence |
| 11 | Failure to submit quarterly reports using the form provided by the City | Exhibit C | \$500.00 per occurrence. |
| 12 | Failure to submit and maintain insurance certificates in full compliance with the requirements set forth in Section 13 of Exhibit "D" | Exhibit D | \$100.00 per day out of compliance |

EXHIBIT C **NEF HAULER QUARTERLY REPORT**

| | |
|---|--|
| Mail Certificate and Payment to: City of Santa Clara, Accounting Services 1500 Warburton Avenue Santa Clara, CA 95050 | Submit certificate only to: Karin Hickey, Environmental Programs Manager 1700 Walsh Avenue, Santa Clara, CA 95050 Or email: Environment@SantaClaraCA.gov |
|---|--|

| | | |
|--------------------|---------------|--------------------|
| Company Name _____ | Quarter _____ | Year _____ |
| Contact Name _____ | Title _____ | Phone Number _____ |

PART I - TONNAGE, RECOVERY RATE AND GROSS BILLINGS SUMMARY

Please include all amounts billed to the customer for the service provided in calculation of gross billings, including but not limited to, fees charged to the customer, overweight charges, surcharges, etc. Include all tons/volume collected during the reporting quarter including recycling services without charge or compensation or for which customers are paid for materials.

| Material | Total Tons | Facility | Recovery Rate | Gross Billings |
|----------------------------------|------------|----------|---------------|----------------|
| Garbage to landfill | | | 0% | |
| Garbage as Mixed Waste to MRF | | | | |
| Mixed C&D Debris | | | | |
| Source-Separated C&D Debris | | | | |
| Recyclables | | | | |
| Organic Waste (incl. yard waste) | | | | |
| Other services | | | | |
| Total Gross Billings | | | | \$ - |

PART II - LIQUIDATED DAMAGES

The following liquidated damages are automatically calculated based on the failure to meet specific diversion requirements as set forth in the Exhibit B - Scope of Work.

\$ -

PART III - FRANCHISE & SB1383 IMPLEMENTATION FEES

| | |
|--|--|
| \$ - | \$ - |
| Franchise Fees (12% of gross billings) | SB1383 Implementation Fee (2% of gross billings) |
| Total amount owed to the City: | \$ - |

PART IV - NUMBER OF CUSTOMER ACCOUNTS

| | |
|---------------------------------------|---|
| Report every quarter | Report on Q4 of each year (due every Jan 30) |
| Bundled weekly service accounts _____ | Accounts subject to AB 341* _____ |
| Temporary debris box accounts _____ | Accounts subject to AB 1826* _____ |

I declare under penalty of perjury that I have examined the appropriate records and believe the information to be true, correct, and complete; that I will maintain these records in my office for review by the City, and that I am authorized to fill out and submit this report to the City of Santa Clara.

☐ By checking the box I agree that my electronic signature is the legal equivalent of my manual signature.

Declarant Signature _____

Date _____

Non-Exclusive Franchisee Agreement with Waste Connections of California, Inc. dba GreenTeam of San Jose / Exhibit C – Quarterly Report

EXHIBIT D INSURANCE REQUIREMENTS

COMMERCIAL GENERAL LIABILITY INSURANCE

Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:

- \$1,000,000 each occurrence
- \$1,000,000 general aggregate
- \$1,000,000 products/completed operations aggregate
- \$1,000,000 personal injury

Exact structure and layering of the coverage shall be left to the discretion of Franchisee; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.

The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Franchisee to comply with the insurance requirements of this Agreement:

Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;

There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and

Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01, with minimum policy limits of not less than one million dollars (\$1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned, non-owned and hired autos. The Automobile Liability Policy shall be endorsed to include Pollution Liability coverage. Pollution Liability coverage can be provided pursuant to the contract using form ISO Form CA 99 48 03 06.

WORKERS' COMPENSATION

Workers' Compensation Insurance Policy as required by statute and employer's liability with the following limits: at least one million dollars (\$1,000,000)

policy limit Illness/Injury by disease, and one million dollars (\$1,000,000) for each Accident/Bodily Injury.

The indemnification and hold harmless obligations of Franchisee included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Franchisee or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).

This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Franchisee's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85 or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.

Primary and non-contributing. Each insurance policy provided by Franchisee shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the indemnitied may possess, including any self-insurance or self-insured retention they may have. Any other insurance indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Franchisee's insurance.

Cancellation.

Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.

Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the

event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.

Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through D of this Exhibit C, above.

ADDITIONAL INSURANCE RELATED PROVISIONS

Franchisee and City agree as follows:

Franchisee agrees to ensure that subcontractors, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by Franchisee, provide the same minimum insurance coverage required of Contractor, except as with respect to limits. Franchisee agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Franchisee agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.

Franchisee agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Franchisee for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

The City reserves the right to withhold payments from the Franchisee in the event of material noncompliance with the insurance requirements set forth in this Agreement.

EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Franchisee, and each and every subcontractor (of every tier) shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Franchisee shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

EVIDENCE OF COMPLIANCE

Franchisee or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Franchisee shall submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be mailed to:

EBIX Inc.
City of Santa Clara Public Works Department
P.O. Box 100085 – S2 or 1 Ebix Way
Duluth, GA 30096 John's Creek, GA 30097

Telephone number: 951-766-2280
Fax number: 770-325-0409
Email address: ctsantaclara@ebix.com

QUALIFYING INSURERS

All of the insurance companies providing insurance for Franchisee shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by City or its insurance compliance representatives.

**NON-EXCLUSIVE FRANCHISE AGREEMENT FOR THE COLLECTION OF
INDUSTRIAL REFUSE
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
GW DEBRIS SERVICES**

PREAMBLE

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and GW Debris Services, a California corporation, (Franchisee). City and Franchisee may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

- A. City desires to grant a franchisee, pursuant to Code of the City of Santa Clara Section 8.25.190, to perform the services more fully described in this Agreement, at Exhibit B, entitled "Scope of Services".
- B. Franchisee represents that it has the professional qualifications, expertise, necessary licenses, and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City in accordance with City Code; and,
- C. The Parties have specified herein the terms and conditions City will grant a franchise to Franchisee for the non-exclusive right to collect, transport, recycle, process, and dispose Industrial Refuse from properties zoned for Industrial use in the City of Santa Clara; and
- D. It is deemed to be to the mutual advantage of the Parties for Franchisee to provide the services specified herein for the industrial community, and promote the health, safety, and welfare of all City residents.

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AGREEMENT DOCUMENTS

The documents forming the entire Agreement between City and Franchisee shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference:

Exhibit A – Definitions

Exhibit B – Scope of Services

Exhibit C – NEF Hauler Quarterly Report

Exhibit D – Insurance Requirements

This Agreement, including the Exhibits set forth above, contains all the agreements, representations, and understandings of the Parties, and supersedes and replaces any previous agreements, representations and understandings, whether oral or written. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control.

2. GRANT OF NON-EXCLUSIVE FRANCHISE

City hereby grants to Franchisee a non-exclusive right to collect, transport, recycle, process, and dispose Industrial Refuse from properties zoned for Industrial use in the City of Santa Clara for the period commencing on January 1, 2022 and terminating on December 31, 2026 ("Term"). Franchisee shall not enter into individual service agreements with Industrial customers that extend beyond the Term of this Agreement. Franchisee agrees, in accordance with the covenants and agreements contained in this Agreement, to provide said services.

3. NON-EXCLUSIVE FRANCHISE (NEF) FEE PAYMENTS TO CITY

Franchisee shall pay to City Non-Exclusive Franchise (NEF) fees of twelve percent (12%) of Gross Billings ("NEF Fee(s)") for the privilege of engaging in the business of collecting, hauling, and transporting Industrial Refuse to its destination. All Container and equipment rental charges and overweight charges are to be included in the gross billings for each Industrial Customer. Franchisee shall report Gross Billings and Franchise Fee amounts to the City specified in Exhibit C.

4. SB 1383 IMPLEMENTATION FEE PAYMENTS TO THE CITY

Franchisee shall pay to the City a fee of two (2%) of Gross Billings ("SB 1383 Implementation Fee(s)") for the implementation, monitoring, and activities incurred by the City and as required by SB 1383. Franchisee shall report Gross Billings and Franchise Fee amounts to the City specified in Exhibit C.

5. SCOPE OF SERVICES

Franchisee shall perform those services set forth in the Scope of Services which are attached as Exhibit B hereto and incorporated as though fully set forth herein.

6. PERFORMANCE SCHEDULE

Franchisee shall perform those Services specified in Exhibit B within the time stated in Exhibit B. Time is expressly made of the essence with respect to each and every term and provision of this Agreement.

7. WARRANTY

Franchisee expressly warrants that (a) all materials and services covered by this Agreement shall be fit for the purpose intended, shall be free from defect, and shall

conform to the specifications, requirements and instructions set forth in the Scope of Services; (b) it will perform Services in compliance with all applicable laws and regulations; and (c) it will use qualified personnel to perform Services in a professional and workmanlike manner. Franchisee agrees to promptly replace or correct any incomplete, inaccurate or defective Services at no further cost to City when defects are due to the negligence, errors or omissions of Franchisee. If Franchisee fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Franchisee for the cost incurred by City.

8. QUALIFICATIONS OF FRANCHISEE - STANDARD OF CARE

Franchisee represents and maintains that it has the necessary expertise and skill to perform the Services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Franchisee's representations regarding its skills and knowledge. Franchisee shall perform such Services and duties in conformance to and consistent with the highest industry standards.

9. NOTICE OF FAILURE TO PERFORM AND LIQUIDATED DAMAGES

- A. Notice of Failure to Perform. City may give written notice to Franchisee for failure to perform any Services or to comply with the terms of this Agreement. In the notice, City shall also identify allowable Franchisee period of compliance and any applicable liquidated damages to be assessed.
- B. Liquidated Damages for Failure to Meet Standards. Franchisee agrees to pay (as liquidated damages and not as a penalty) the amounts set forth in Section 9 of Exhibit B – Scope of Work.
- C. Procedure for Assessment of Liquidated Damages. City may assess liquidated damages for each calendar day or event, as appropriate, that Franchisee is determined to be liable in accordance with this Agreement. All liquidated damages must be paid within 30 days of invoice receipt, unless they are associated with failure to meet appropriate diversion rates per material type, in which case, those liquidated damages will be automatically calculated and included in the NEF Hauler Quarterly Report.

10. CHANGE IN LAW OR CHANGE IN SCOPE

City reserves the right to implement Changes in Scope as a result of any applicable Change in Law that require modifications in Franchisee's obligations under this Agreement.

11. BUSINESS TAX LICENSE REQUIRED

Franchisee must comply with Santa Clara City Code section 3.40.060, as that section may be amended from time to time or renumbered, which requires that any person who transacts or carries on any business in the City of Santa Clara pay business license tax to City. A business tax certificate may be obtained by

completing a Business Tax Application Form online at <https://business.santaclaraca.gov/Apply/GettingStarted/BusinessLicense> and paying the applicable fee at the Santa Clara City Hall Municipal Services Division.

12. TERMINATION

- A. Termination for Convenience. City shall have the right to terminate this Agreement, without cause or penalty, by giving not less than thirty (30) days' prior written notice to Franchisee.
- B. Termination for Default. If Franchisee fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice to Franchisee.
- C. Upon termination, each Party shall assist the other in arranging an orderly transfer and close-out of services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, Franchisee will deliver to City all City information or material that Franchisee has in its possession.

13. ASSIGNMENT AND SUBCONTRACTING

City and Franchisee bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Franchisee shall not hire sub-franchisees or subcontractors without express written permission from City.

Franchisee shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Franchisee is for the acts and omissions of persons directly employed by it.

14. NO THIRD PARTY BENEFICIARY

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

15. AGENCY & CONTROL

Franchisee and all person(s) employed by or contracted with Franchisee to furnish labor and/or materials under this Agreement do not act as agent(s) or employee(s) of City. Franchisee has full rights to manage its employees in their performance of Services under this Agreement.

16. CONFIDENTIALITY OF MATERIAL

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for Franchisee and all other written information submitted to

Franchisee in connection with the performance of this Agreement shall be held confidential by Franchisee and shall not, without the prior written consent of City, be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Franchisee which is otherwise known to Franchisee or becomes generally known to the related industry shall be deemed confidential.

17. OWNERSHIP OF MATERIAL

All material, which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports, designs, technology, programming, works of authorship and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of City but Franchisee may retain and use copies thereof. City shall not be limited in any way or at any time in its use of said material. However, Franchisee shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to, the release of this material to third parties.

18. RIGHT OF CITY TO INSPECT RECORDS OF FRANCHISEE

Franchisee shall keep and maintain full and complete records in Franchisee's local office showing all City Industrial Refuse collection business transacted. Such records shall be available in Franchisee's offices for audit and inspection at any and all reasonable times upon request or demand of the City Manager or her/his designee. The records shall include customer account name, service address, gross billings and cubic yards of service per week for garbage, recycling, and organics. The City may also request and inspect all disposal and processing weight tickets associated with any of the services provided under this agreement. The records must be kept on file for a period of three (3) years following the expiration or termination of this Agreement. Records shall be provided with an electronic copy of the database in a format that allows to sort, group, and analyze Franchisee's data.

Failure to maintain adequate records and keep them on file for a period of three (3) years following expiration or termination of this Agreement, whichever occurs first, shall be cause for City to conduct, or hire an independent accounting firm to conduct, an extensive audit of Franchisee's available records and Franchisee's industrial customers' records to determine if additional NEF Fee payments are due to City ("Waste Audit"). The costs of any Waste Audit shall be borne by Franchisee.

Prior to conducting a Waste Audit, City shall give Franchisee written notice of deficiencies in record keeping and Franchisee shall have thirty (30) calendar days to cure the default. If the default is not cured within the time allotted, City shall have the right to conduct said Waste Audit and to also recover the cost of the Waste Audit in addition to any unpaid NEF Fee payments plus interest at the rate of one and one quarter percent (1.25%) per month simple interest within fifteen (15) days

of receipt of Waste Audit report and billing by Franchisee. Failure to maintain adequate records as required constitutes cause for termination of this Agreement.

19. HOLD HARMLESS/INDEMNIFICATION

- A. To the extent permitted by law, Franchisee agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, in any manner arising from, or alleged to arise in whole or in part from, or in any way connected with the Services performed by Franchisee pursuant to this Agreement – including claims of any kind by Franchisee's employees or persons contracting with Franchisee to perform any portion of the Scope of Services – and shall expressly include passive or active negligence by City connected with the Services. However, the obligation to indemnify shall not apply if such liability is ultimately adjudicated to have arisen through the sole active negligence or sole willful misconduct of City; the obligation to defend is not similarly limited.
- B. Franchisee's obligation to protect, defend, indemnify, and hold harmless in full City and City's employees, shall specifically extend to any and all employment-related claims of any type brought by employees, contractors, subcontractors or other agents of Franchisee, against City (either alone, or jointly with Franchisee), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought.
- C. To the extent Franchisee is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, Franchisee warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Franchisee's responsibilities under the Act.

20. INSURANCE REQUIREMENTS

During the term of this Agreement, and for any time period set forth in Exhibit D, Franchisee shall provide and maintain in full force and effect, at no cost to City, insurance policies as set forth in Exhibit D.

21. WAIVER

Franchisee agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement. Neither City's review, acceptance nor payments for any of the Services required under this Agreement shall be constructed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

22. NOTICES

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara
Attention: Public Works Department – Environmental Programs
1700 Walsh Avenue
Santa Clara, CA 95050
and by e-mail at: environment@santaclaraca.gov, and
manager@santaclaraca.gov

And to Franchisee addressed as follows:

GW Debris Services
675 Los Esteros Road
San Jose, CA 95134
and by e-mail at colinb@greenwaste.com

The workday the e-mail was sent shall control the date notice was deemed given. An e-mail transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following business day.

23. COMPLIANCE WITH LAWS

Franchisee shall comply with all applicable laws and regulations of the federal, state and local government, including but not limited to "The Code of the City of Santa Clara, California" ("SCCC"). In particular, Franchisee's attention is called to the regulations regarding the Accumulation, Transportation and Disposal of Solid Waste (SCCC Chapter 8.25), Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), and Business Tax Certificate (SCCC section 3.40.060), as such Chapters or Sections may be amended from time to time or renumbered. Additionally, Franchisee has read and agrees to comply with City's Ethical Standards (<http://santaclaraca.gov/home/showdocument?id=58299>).

24. CONFLICTS OF INTEREST

Franchisee certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Franchisee and that no person associated with Franchisee has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Franchisee is familiar with the provisions of California Government Code section 87100 and following, and certifies that it does not know of any facts which would violate these code provisions. Franchisee will advise City if a conflict arises.

25. FAIR EMPLOYMENT

Franchisee shall not discriminate against any employee or applicant for employment because of race, sex, color, religion, religious creed, national origin,

ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state or local law.

26. NO USE OF CITY NAME OR EMBLEM

Franchisee shall not use City's name, insignia, or emblem, or distribute any information related to services under this Agreement in any magazine, trade paper, newspaper, website, or on its vehicles or equipment, or other medium without express written consent of City.

27. GOVERNING LAW AND VENUE

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

28. SEVERABILITY CLAUSE

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

29. AMENDMENTS

This Agreement may only be modified by a written amendment duly authorized and executed by the Parties to this Agreement.

30. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

31. EXECUTION

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:


Dated: _____

Office of the City Attorney
City of Santa Clara

DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

GW DEBRIS SERVICES
a California Corporation

Dated: 11-8-2021 
By (Signature): _____
Name: Colin Beall
Title: General Manager
Principal Place of Business Address: 675 Los Esteros Road
San Jose, CA 95134
Email Address: colinb@greenwaste.com
Telephone: (408) 938-4900
Fax: N/A

"FRANCHISEE"

EXHIBIT A DEFINITIONS

Terms used in this Agreement shall have the following meanings. The singular of any definition shall include the plural and the plural shall include the singular.

1. AB 341. Chapter 12.8 (commencing with Section 42649) of Part 3 of Division 30 of the Public Resources Code, as it may be amended and as implemented by the regulations of CalRecycle.
2. AB 1826. Chapter 12.9 (commencing with Section 42649.8) of Part 3 of Division 30 of the California Public Resources Code, as it may be amended and as implemented by the regulations of CalRecycle.
3. Alternative Daily Cover (ADC). The layer of compacted material that is placed on top of a day's deposition of waste at an operational landfill site that provides odor reduction and a firm base to operate large equipment. For reporting purposes of this Agreement, ADC is classified as Garbage.
4. Anaerobic Digestion. A series of processes in which microorganisms break down biodegradable material in the absence of oxygen to produce biogas.
5. Beneficial Reuse. The byproduct materials, such as compost overs and biosolids, from processing at a Material Recovery Facility. Residual is not defined as Beneficial Reuse.
6. Bundled Services. The required service the Franchisee must provide to all regular customers including the collection of Garbage, Recyclables, and Organic Waste. Individual customer accounts receiving only Temporary Debris Box service from the Franchisee are exempt from this requirement.
7. Collector. Any exclusive or nonexclusive franchise hauling contractor duly authorized by the City Council to collect, transport and dispose of Refuse under specific contract terms with the City.
8. Commercial. The designated zoning for commercial, professional office (OA), or general office (OG) development as shown on the official Zoning Map of the City of Santa Clara.
9. Composting. The biological degradation and transformation of Organic Waste under controlled conditions designed to promote aerobic decomposition at a solid waste facility. For the purposes of this Agreement, composting may also mean the biological degradation of Organic Waste in animal feed.
10. Construction and Demolition Debris (C&D). A broad spectrum of recoverable materials associated with construction and demolition activities including, but not limited to concrete, asphalt, dirt, lumber, roofing materials, sheet rock, green waste, bricks, rock, and metal. C&D Debris can further be defined as Mixed C&D

wherein all C&D materials are collected in the same Container or as Source Separated C&D wherein the individual material described above are collected in separate Containers.

11. Container. All types of receptacles serviced by Franchisee under this Agreement, including but not limited to carts, front-load roll-off bins, drop body debris bins, and compactors.
12. Customer. Any persons or company contracted with Franchisee for the collection and processing or disposal of Refuse in the Industrial Zone.
13. Disposal. The act of delivering material to a Landfill or Material Recovery Facility.
14. Exclusive Franchise Area. All properties in the City not zoned for an "Industrial" use, which can only be serviced by a Collector with an exclusive franchise agreement that is approved by the City Council.
15. Food Waste. Unused and discarded solid food products/scraps including, but not limited to vegetables, fruits, meat, fish, shells bones, cheese, bread, paper-based tea bags and coffee grounds. Food Waste is an Organic Waste.
16. Garbage. All materials that are not recycled and are disposed of or used as alternative daily cover in a landfill, or destroyed by incineration. Garbage does not include Recoverable Materials.
17. Gross Billings. All revenue amounts charged by Franchisee for the provision of services pursuant to this Agreement. Gross Billings include Container rental charges, equipment rental charges, overweight charges, and any charges recovered or collected by Franchisee for the purposes of collecting franchise fees.
18. Industrial. A parcel of real property designated as being located in an industrial zoning district, (MP), (ML) or (MH), as shown on the Official Zoning Map of the City of Santa Clara. A map of the industrial-zoned areas of the city is available at the following web address:
<https://map.santaclaraca.gov/public/index.html?viewer=regional>
19. Industrial Refuse. All classes of solid wastes generated in the industrial zoning districts of City, including all waste matter and materials, putrescible or non-putrescible, solid or liquid wastes, except sewage, whether combustible or non-combustible, and including garbage, rubbish, and recyclables, and excluding hazardous wastes.
20. Landfill. A permitted solid waste disposal facility that is used for the disposal of Garbage.
21. Material Recovery Facility (MRF). A facility that processes Refuse or mixed debris for the purpose of removing recoverable materials for recycling, composting, anaerobic digestion, or animal feed.

22. **Mixed Construction and Demolition Debris.** The act of collecting all C&D materials into the same Container that is then brought to a Material Recovery Facility for recovery. Mixed C&D achieves a lower Recovery Rate than separating C&D materials into different Containers.
23. **Mixed Use Zoning.** A property zoned for mixed use (MU), master planned community (MC), or planned development (PD) as shown on the official Zoning Map of the City of Santa Clara.
24. **Mixed Waste.** Refuse that is collected as a commingled stream of garbage, Organic Waste, and other Recyclables for the purpose of delivery to a Mixed Waste Processing facility.
25. **Mixed Waste Processing.** A system that accepts a mixed solid waste stream and separates out designated recyclable materials through a combination of manual and mechanical sorting.
26. **Non-Exclusive Franchise (NEF) Fee.** A fee paid to City on a Quarterly basis that is calculated as twelve percent (12%) of Gross Billings.
27. **Organic Waste.** Organic materials, including, but not limited to, materials generated from tree trimmings, shrubbery, pruning, vegetable garden waste, dead plants, weeds, leaves, grass clippings, Food Waste, non-food vegetative matter, soiled paper and cardboard that decomposes biologically.
28. **Quarter.** A three (3) month period, or portion thereof, ending the last day of the following months: March, June, September, and December.
29. **Recoverable Material.** All materials that have the potential to be recovered from Refuse Containers for recycling, composting, anaerobic digestion, or animal feed processes. This material includes, but is not limited to: green waste, food waste, plastics, glass, white paper, newspaper, mixed paper, cardboard, electronics, scrap metals, and miscellaneous types of construction and demolition debris.
30. **Recovery Rate.** The percentage of total incoming refuse to a Material Recovery Facility that is recovered as recyclables. The term "recovery" may be used interchangeably with the term "diversion".
31. **Recyclables.** All Recoverable Material that is to be recycled and made into a new product, including compost from composting and biogas from anaerobic digestion processes, as opposed to recoverable material that is disposed of as Garbage.
32. **Recycling.** The process of collecting, sorting, cleansing, treating, and reconstituting materials that would otherwise become garbage and returning them for use or reuse in the form of raw materials for new, used, or reconstituted products.

33. Refuse. All classes of solid wastes generated in the City, including all waste matter and materials, putrescible or non-putrescible, solid or liquid wastes, except sewage, whether combustible or non-combustible, including garbage and recoverable material, and excluding hazardous wastes. The term "Refuse" may be used interchangeably with the term "solid waste".
34. Residential. Any property used for residential purposes, regardless of its zoning designation.
35. Residual. The left over material that cannot be converted to Composted material at a composting operation, to biogas in an anaerobic digestion process, to animal feed at applicable facilities, or cannot be recycled at a Material Recovery Facility. Residual is Garbage for the purposes of this agreement.
36. SB 1383. Chapter 13.1 (commencing with Section 42652) of Part 3 of Division 30 of the California Public Resources Code, as it may be amended and as implemented by the regulations of CalRecycle, together with Sections 39730.5 through 39730.8 of the California Health and Safety Code, as they may be amended.
37. SB 1383 Implementation Fee. A fee paid to City on a Quarterly basis that is calculated as two percent (2%) of Gross Billings.
38. Single-Stream Recycling. A recycling program offered by Franchisee in which customers place multiple types of non-construction and demolition recoverable materials in a single Container that is designated specifically for recyclables and is taken to a Material Recovery Facility for processing.
39. Source Separated Construction and Demolition Debris. The act of collecting C&D materials into different Containers based on material type that are then brought to a Material Recovery Facility for recovery. Source Separated C&D achieves a higher Recovery Rate than Mixed C&D materials.
40. Source Separated Recycling. Recyclable material that is separated by the customer and placed into Containers designated for recycling single specific types of Recoverable Materials, including Construction and Demolition Debris.
41. Temporary Debris Box Service. Debris box service delivered to one physical address for a period of under 90 days.
42. Waste Audit. Franchisee supplied certified report of amounts of recoverable material and garbage for specific customers who may be required by City per terms and conditions described herein.

EXHIBIT B SCOPE OF SERVICES

Franchisee's duties and obligations pursuant to any Services it performs under this Agreement are set forth below.

1. MANDATORY SERVICES

- A. Franchisees that provide bin or cart service, compactor service or regular scheduled debris box service must provide Bundled Services that are inclusive of collecting Garbage, Recyclables, and Organic Waste to each customer account subscribing to two (2) cubic yards of any solid waste per week or more. The City retains the right to, at any time and in its sole discretion, lower the threshold in response to future CalRecycle action. All other customers served via this Agreement must receive Garbage and Recycling services, regardless of their service level. Franchisee may provide Mixed Waste Processing in lieu of Bundled Services. Franchisee must deliver co-mingled material to a MRF with a Recovery Rate greater than or equal to 45% as measured on the same Quarterly schedule as the NEF Fee payments. Individual customer accounts receiving only Temporary Debris Box services from the Franchisee are exempt from this requirement.
- B. Franchisee must dispose collected materials at facilities meeting the following minimum requirements for each type of collected waste stream:
 - 1) Garbage:
 - a. If collected as a single stream material as part of Bundled Services as described in this agreement may be taken to Landfill.
 - b. If collected as part of a co-mingled stream shall be taken to a Mixed Waste Processing Facility with a Recovery Rate above 45%.
 - 2) Mixed C&D: MRF with a Recovery Rate above 45% for Mixed C&D materials.
 - 3) Source Separated C&D: MRF with a Recovery Rate above 90% for source separated C&D materials.
 - 4) Recyclables: MRF with a Recovery Rate above 65%.
 - 5) Organic Waste: MRF with a Recovery Rate above 65% including use of non-residual byproducts, such as compost overs and biosolids, for Beneficial Reuse.
- C. Franchisee must follow best management practices for outreach and education of customers including developing and distributing public education and outreach material which include recommendations to

increase recycling and decrease landfilling annually. Franchisee must also inform and educate customers on best practices for recycling and waste reduction at the time of service. Franchisee must inform customers of City's mandatory Recycling and Organic Waste Recycling requirements and the requirements of state laws AB 341 and AB 1826, and other applicable state laws and must provide records and examples of outreach by January 30th of each year.

- D. Franchisee shall submit the number of customer accounts subject to City's mandatory Recycling and Organic Waste Recycling requirements by January 30th of each year to City.
- E. Franchisee shall report the total number of Commercial accounts subject to AB 341 and AB 1826 serviced and the number of Containers, Container sizes, and frequency of collection for Garbage, Recycling, and Organic Waste by January 30th of each year to City.
- F. All requests for waivers and exemptions described under AB 341, AB 1826, and SB 1383 must be forwarded to City staff for review.

2. FRANCHISEE'S OBLIGATIONS AND HOURS OF OPERATION

- A. **Restrictions for Exclusive Franchise Area(s) (EFA)**
Franchisee shall not charge for the collection and disposal of Refuse or Recyclables at properties in an EFA in the City unless authorized by separate franchise agreement with the City. Franchisee may collect only Recyclables from an EFA at no charge or fee to customer, including any hauling, bin rental, equipment rental, management, or similar service charge or fees. Any Recyclables set-out for collection must be placed in separately marked Containers provided and owned by the Franchisee, and shall not be contaminated by Garbage.
- B. **Hours of Operation**
All collections shall be made as quietly as possible, without unnecessary noise, disturbance, or commotion. Collections from any premises within 300 feet of or adjacent to Residential areas, collections shall not commence prior to 7:00 a.m.
- C. **Zoning Changes**
The zoning designation of individual properties is subject to change during the term of this Agreement. It is the responsibility of the Franchisee to review the zoning designation for its customers. A map of the industrial-zoned areas of the City is available at the following web address:
<https://map.santaclaraca.gov/public/index.html?viewer=regional>
In the event that a property changes its zoning designation to a non-Industrial use (as indicated on the aforementioned map), Franchisee must provide the customer notice that Franchisee will discontinue service within

thirty (30) days of notice. For properties that are zoned in an EFA, Franchisee will be permitted to provide services if Franchisee is an otherwise approved Collector for the EFA.

- D. Conflicts with Franchisee Customer Agreements
If any provision contained in this Agreement conflicts with any provisions contained in an agreement between Franchisee and its customers, the provisions contained in this Agreement shall govern and control.

3. QUARTERLY AND ANNUAL REPORTING TO CITY

- A. Franchisee shall file with City's Director of Finance and forward a copy to City's Environmental Program Manager, for each Quarter's reporting period (or portion thereof), a written statement certifying the total Gross Billings for Industrial Refuse and Recycling issued during the period and total number of customers for which such statement is rendered and filed. Said statement shall be due within thirty (30) calendar days following the end of each Quarter. Each statement shall be executed and submitted on the report form provided by the City in Excel format entitled "NEF HAULER QUARTERLY REPORT" (Exhibit C).
- B. Each certifying written statement filed with City's Director of Finance shall be accompanied by the NEF Fee payment equal to twelve percent (12%) of the Gross Billings certified. NEF Fee payments shall be delinquent on the thirty-first (31st) calendar day following the completion of the reporting period. Delinquent NEF Fee payments shall bear interest, commencing from the date of delinquency, at the rate of one and one quarter percent (1.25%) per month, or part thereof, simple interest in addition to penalties described in Exhibit B, Scope of Services, Section 9, Liquidated Damages, herein. Failure to report and/or pay in a timely manner for more than one Quarter, or failure to pay constitutes cause for termination of this Agreement per terms of Exhibit B, Scope of Services, Section 9, Liquidated Damages.
- C. Each quarterly report shall include the SB 1383 Implementation Fee of 2% of total Gross Billings.
- D. Each quarterly report shall include the number of customers that receive weekly Bundled Services as well as the number of Temporary Debris Box Service customers, as applicable.
- E. A Franchisee with a total reportable Gross Billings in excess of one hundred thousand (\$100,000) dollars per year shall submit annually, a report and an opinion by an independent certified public accountant that the Franchisees records were examined and the quarterly reports were a fair and accurate representation of the Gross Billings and NEF Fees owed to City. Said report and opinion shall be filed within one hundred (100) days after the end of the Franchisee's fiscal year.

- F. A Franchisee providing Recycling services without charge or compensation or for which customers are paid for materials must submit a quarterly report as described in Exhibit C, listing the volume or tons diverted from customers within the City and certifying that no charges were made from customers for Recycling service or Container rental.
- G. City may conduct an audit of Franchisee's Gross Billings to ensure that the correct NEF Fee payments are being paid during specified quarters. Franchisee must provide City a summary of customer gross billings within thirty (30) days of request. Customer records to be provided shall include:
 - 1) Customer name;
 - 2) Billing address;
 - 3) Collection address (if different from billing address);
 - 4) Gross Billings for all services provided to customers in the Industrial Zone;
 - 5) NEF Franchise Fees paid to City; and
 - 6) Weekly Industrial Refuse service levels including size of Container and frequency.
- H. Franchisee will be subject to liquidated damages for failing to comply.
- I. Franchisee's quarterly reporting to City shall correspond to quantities reported as required per State of California Regulatory Code Title 14, Division 7, Article 9.2, Disposal Reporting System. Any discrepancies noted by City in writing to Franchisee shall be explained and documentation provided in a timely manner. Franchisee shall provide quarterly report to City of all Industrial Refuse and recoverable material taken to, and City material/ Industrial Refuse removed from, a transfer station or location where Industrial Refuse is temporally deposited and/or processed before larger vehicles take material to its end destination, MRF, Composting facility, Anaerobic Digestion facility, Landfill, or any other processing facilities(s).

4. COLLECTION EQUIPMENT - DESCRIPTION AND MARKING.

- A. Franchisee undertakes and agrees to carry out and perform the obligations of this Agreement in a sanitary, good, and professional manner. All Industrial Refuse collected by Franchisee shall be transported in collection equipment, so constructed and so loaded that there will not be any leakage or dropping of refuse or recyclable material therefrom. Industrial Refuse, when placed in any such vehicle and during its passage to its destination, shall be suitably enclosed so as to prevent spillage. Collection equipment shall be uniformly painted and numbered, and shall have Contractor's name and the vehicle number painted in contrasting colors on each side and on the rear of the vehicle. All Containers shall be clearly marked with the Franchisee's name and phone number.

- B. Franchisee may furnish City-approved, detachable metal or plastic Containers to customers. Franchisee shall be responsible for the general repair and upkeep of Containers that it furnishes to Customers. Franchisee shall repair, repaint or touch-up such Containers as required, but not less than once every two years, and shall maintain such Containers in a sanitary non-leaking condition. Graffiti must be removed from Containers within forty-eight (48) hours of notification by City or customer. Franchisee's firm name and telephone number shall be indicated clearly on the surface of the bin or Container. Containers designated for Recyclables shall be labeled with the type(s) of material(s) to be placed therein. Labels shall be placed on each Container or lid provided to customers and must specify which materials are acceptable and unacceptable in the Container in written or graphic form.
- C. Any new Containers provided by Contractor to customers shall follow the following color requirements for Container lid and/or bin: green for Organic Waste, blue for Recyclables, and gray/black for Garbage. All Containers shall prominently display the type of designated material for source separation allowed to be placed in each Container. Labels must represent acceptable versus unacceptable items in written or graphic form as approved by the City.

5. COVERED LOADS AND LITTER ASSOCIATED WITH HAULING ACTIVITIES.

All Solid Waste collected by Franchisee shall be conveyed in modern collection equipment, so constructed and so loaded that there will not be any leakage or spillage of Solid Waste therefrom. Franchisee shall use reasonable and proper care in the handling of all Solid Waste collected so that none of said material is spilled either on private property or on streets or alleys. Franchisee shall be responsible for ensuring all Containers are covered during transportation to a recycling or disposal facility. Franchisee shall be responsible for ensuring that trash from its solid waste collection vehicle is being littered during transport. Franchisee is required to pick up litter generated from all hauling operations.

6. COMPLIANCE WITH AIR RESOURCES BOARD REGULATIONS

Franchisee shall maintain compliance with all applicable air pollution control laws during the entire period of this Agreement.

7. OWNERSHIP AND DISPOSAL OF INDUSTRIAL REFUSE

All Industrial Refuse collected by Franchisee shall become the property of Franchisee immediately upon the collection thereof, and shall immediately be removed and conveyed to its destination. Industrial Refuse collected by Franchisee shall be transported to a legally permitted Recycling, Composting, Anaerobic Digestion, or Landfill disposal facility. Nothing in this Agreement shall be construed to grant permission to Franchisee to dispose of collected Industrial Refuse at City's designated landfill site at City's preferred disposal rate for exclusive franchise Refuse.

8. LANDFILL TIP FEES

Franchisee is responsible for paying all applicable landfill tip fees on Industrial Refuse collected in City, even if the Industrial Refuse is transported to a Disposal facility outside of Santa Clara County where the fee is not collected at the gate. These fees include, but are not limited to, the Solid Waste Planning Fee and the AB 939 Implementation Fee.

9. LIQUIDATED DAMAGES

It shall be the duty of Franchisee to perform services under this Agreement in such a manner as to implement practices, policies, and procedures designed to achieve the goals set forth in the Agreement. Franchisee agrees its failure to perform the services as set forth in the Agreement would cause City damage. City and Franchisee mutually agree that making a precise determination of the amount of City's damage as a result of Franchisee's failure would be impractical and/or extremely difficult. Therefore, the parties agree that, in the event such a failure, Franchisee shall pay to City as liquidated damages the amounts listed below, in addition to any other rights or remedies available to City to enforce the Agreement. For the purposes of this Section, unless specifically stated, an occurrence refers to a single instance of collection at a particular site.

| # | Description | Reference | Amount |
|---|---|----------------|--|
| 1 | Failure to provide bundled services to weekly service customers | Exhibit B, § 1 | \$125 per customer per occurrence |
| 2 | Failure to meet specified diversion rates | Exhibit B, § 1 | \$50.00 per ton of material sent to facility that does not meet specified diversion rate. |
| 3 | Failure to comply with hours of operation in industrial areas within 300 feet of residential areas | Exhibit B, § 2 | \$500.00 per occurrence |
| 4 | Set out and collection of Refuse Container (cans, carts, bins, or debris boxes) in the City of Santa Clara outside of permitted areas | Exhibit B, § 2 | First Violation - \$1,000.00 per occurrence. |
| | | | Second Violation Within a One-Year Period - \$1,500.00 per occurrence per collection. |
| | | | Third Violation Within a One-Year Period - \$2,000.00 per occurrence per collection and cause for Immediate Termination of Contractor's Agreement with City. |

| | | | |
|----|--|----------------|---|
| 5 | Failure to submit any required documentation for the purposes of compliance review. City shall provide written notice to Franchisee after each thirty (30) day late period extended beyond the due date. | Exhibit B, § 3 | \$50.00 per each day late first thirty (30) days |
| | | | \$100.00 per day 30-60 days late |
| | | | \$150.00 per day 60-90 days late, and the immediate termination of Contract if report is over ninety (90) days late |
| 6 | Failure to make quarterly NEF fee payment by quarterly report due date | Exhibit B, § 3 | \$50.00 per day late first three calendar days; thereafter \$100.00 per day late, or one and one-quarter (1.25%) percent per month or part thereof of fee due whichever is greater. |
| 7 | Failure to timely submit fully completed quarterly report | Exhibit B, § 3 | \$125.00 per day late |
| 8 | Failure to maintain contactor name and phone number on Containers or remove graffiti within forty-eight (48) hours of notification | Exhibit B, § 4 | \$200.00 per occurrence |
| 9 | Failure to clean up litter spills from hauling operations or failure to cover loads during transportation. | Exhibit B, § 5 | \$125.00 per occurrence |
| 10 | Each failure to clean up spill or leakage of oil, hydraulic fluid, coolant, or other fluid from any collection vehicle used by Franchisee | Exhibit B, § 5 | \$500.00 per occurrence |
| 11 | Failure to submit quarterly reports using the form provided by the City | Exhibit C | \$500.00 per occurrence. |
| 12 | Failure to submit and maintain insurance certificates in full compliance with the requirements set forth in Section 13 of Exhibit "D" | Exhibit D | \$100.00 per day out of compliance |

EXHIBIT C **NEF HAULER QUARTERLY REPORT**

| | |
|---|--|
| Mail Certificate and Payment to: City of Santa Clara; Accounting Services 1500 Warburton Avenue Santa Clara, CA 95050 | Submit certificate only to: Karin Hickey, Environmental Programs Manager 1700 Walsh Avenue, Santa Clara, CA 95050 Or email: Environment@SantaClaraCA.gov |
|---|--|

| | | |
|--------------------|---------------|--------------------|
| Company Name _____ | Quarter _____ | Year _____ |
| Contact Name _____ | Title _____ | Phone Number _____ |

PART I - TONNAGE, RECOVERY RATE AND GROSS BILLINGS SUMMARY

Please include all amounts billed to the customer for the service provided in calculation of gross billings, including but not limited to, fees charged to the customer, overweight charges, surcharges, etc. Include all tons/volume collected during the reporting quarter including recycling services without charge or compensation or for which customers are paid for materials.

| Material | Total Tons | Facility | Recovery Rate | Gross Billings |
|----------------------------------|------------|----------|---------------|----------------|
| Garbage to landfill | | | 0% | |
| Garbage as Mixed Waste to MRF | | | | |
| Mixed C&D Debris | | | | |
| Source-Separated C&D Debris | | | | |
| Recyclables | | | | |
| Organic Waste (incl. yard waste) | | | | |
| Other services | | | | |
| Total Gross Billings | | | | \$ - |

PART II - LIQUIDATED DAMAGES

The following liquidated damages are automatically calculated based on the failure to meet specific diversion requirements as set forth in the Exhibit B - Scope of Work. \$ -

PART III - FRANCHISE & SB1383 IMPLEMENTATION FEES

| | |
|---|---|
| \$ - | \$ - |
| Franchise Fees (12% of gross billings) | SB1383 Implementation Fee (2% of gross billings) |
| Total amount owed to the City: \$ - | |

PART IV - NUMBER OF CUSTOMER ACCOUNTS

| Report every quarter | Report on Q4 of each year (due every Jan 30) |
|---------------------------------------|--|
| Bundled weekly service accounts _____ | Accounts subject to AB 341* _____ |
| Temporary debris box accounts _____ | Accounts subject to AB 1826* _____ |

I declare under penalty of perjury that I have examined the appropriate records and believe the information to be true, correct, and complete; that I will maintain these records in my office for review by the City, and that I am authorized to fill out and submit this report to the City of Santa Clara.

☐ By checking the box I agree that my electronic signature is the legal equivalent of my manual signature.

| | |
|---------------------------|------------|
| Declarant Signature _____ | Date _____ |
|---------------------------|------------|

EXHIBIT D INSURANCE REQUIREMENTS

COMMERCIAL GENERAL LIABILITY INSURANCE

Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:

- \$1,000,000 each occurrence
- \$1,000,000 general aggregate
- \$1,000,000 products/completed operations aggregate
- \$1,000,000 personal injury

Exact structure and layering of the coverage shall be left to the discretion of Franchisee; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.

The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Franchisee to comply with the insurance requirements of this Agreement:

Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;

There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and

Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01, with minimum policy limits of not less than one million dollars (\$1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned, non-owned and hired autos. The Automobile Liability Policy shall be endorsed to include Pollution Liability coverage. Pollution Liability coverage can be provided pursuant to the contract using form ISO Form CA 99 48 03 06.

WORKERS' COMPENSATION

Workers' Compensation Insurance Policy as required by statute and employer's liability with the following limits: at least one million dollars (\$1,000,000) policy limit Illness/Injury by disease, and one million dollars (\$1,000,000) for each Accident/Bodily Injury.

The indemnification and hold harmless obligations of Franchisee included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Franchisee or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).

This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Franchisee's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85 or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.

Primary and non-contributing. Each insurance policy provided by Franchisee shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the indemnitied may possess, including any self-insurance or self-insured retention they may have. Any other insurance indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Franchisee's insurance.

Cancellation.

Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.

Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.

Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through D of this Exhibit C, above.

ADDITIONAL INSURANCE RELATED PROVISIONS

Franchisee and City agree as follows:

Franchisee agrees to ensure that subcontractors, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by Franchisee, provide the same minimum insurance coverage required of Contractor, except as with respect to limits. Franchisee agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Franchisee agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.

Franchisee agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Franchisee for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

The City reserves the right to withhold payments from the Franchisee in the event of material noncompliance with the insurance requirements set forth in this Agreement.

EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Franchisee, and each and every subcontractor (of every tier) shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Franchisee shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

EVIDENCE OF COMPLIANCE

Franchisee or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its

representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Franchisee shall submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be mailed to:

EBIX Inc.
City of Santa Clara Public Works Department
P.O. Box 100085 – S2 or 1 Ebix Way
Duluth, GA 30096 John's Creek, GA 30097

Telephone number: 951-766-2280
Fax number: 770-325-0409
Email address: ctsantaclara@ebix.com

QUALIFYING INSURERS

All of the insurance companies providing insurance for Franchisee shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by City or its insurance compliance representatives.

**NON-EXCLUSIVE FRANCHISE AGREEMENT FOR THE COLLECTION OF
INDUSTRIAL REFUSE
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
HERNANDEZ DUMPSTERS & DEMOLITION, INC**

PREAMBLE

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Hernandez Dumpsters & Demolition, Inc., a California individual, (Franchisee). City and Franchisee may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

- A. City desires to grant a franchisee, pursuant to Code of the City of Santa Clara Section 8.25.190, to perform the services more fully described in this Agreement, at Exhibit B, entitled "Scope of Services".
- B. Franchisee represents that it has the professional qualifications, expertise, necessary licenses, and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City in accordance with City Code; and,
- C. The Parties have specified herein the terms and conditions City will grant a franchise to Franchisee for the non-exclusive right to collect, transport, recycle, process, and dispose Industrial Refuse from properties zoned for Industrial use in the City of Santa Clara; and
- D. It is deemed to be to the mutual advantage of the Parties for Franchisee to provide the services specified herein for the industrial community, and promote the health, safety, and welfare of all City residents.

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AGREEMENT DOCUMENTS

The documents forming the entire Agreement between City and Franchisee shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference:

Exhibit A – Definitions

Exhibit B – Scope of Services

Exhibit C – NEF Hauler Quarterly Report

Exhibit D – Insurance Requirements

This Agreement, including the Exhibits set forth above, contains all the agreements, representations, and understandings of the Parties, and supersedes and replaces any previous agreements, representations and understandings, whether oral or written. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control.

2. GRANT OF NON-EXCLUSIVE FRANCHISE

City hereby grants to Franchisee a non-exclusive right to collect, transport, recycle, process, and dispose Industrial Refuse from properties zoned for Industrial use in the City of Santa Clara for the period commencing on January 1, 2022 and terminating on December 31, 2026 ("Term"). Franchisee shall not enter into individual service agreements with Industrial customers that extend beyond the Term of this Agreement. Franchisee agrees, in accordance with the covenants and agreements contained in this Agreement, to provide said services.

3. NON-EXCLUSIVE FRANCHISE (NEF) FEE PAYMENTS TO CITY

Franchisee shall pay to City Non-Exclusive Franchise (NEF) fees of twelve percent (12%) of Gross Billings ("NEF Fee(s)") for the privilege of engaging in the business of collecting, hauling, and transporting Industrial Refuse to its destination. All Container and equipment rental charges and overweight charges are to be included in the gross billings for each Industrial Customer. Franchisee shall report Gross Billings and Franchise Fee amounts to the City specified in Exhibit C.

4. SB 1383 IMPLEMENTATION FEE PAYMENTS TO THE CITY

Franchisee shall pay to the City a fee of two (2%) of Gross Billings ("SB 1383 Implementation Fee(s)") for the implementation, monitoring, and activities incurred by the City and as required by SB 1383. Franchisee shall report Gross Billings and Franchise Fee amounts to the City specified in Exhibit C.

5. SCOPE OF SERVICES

Franchisee shall perform those services set forth in the Scope of Services which are attached as Exhibit B hereto and incorporated as though fully set forth herein.

6. PERFORMANCE SCHEDULE

Franchisee shall perform those Services specified in Exhibit B within the time stated in Exhibit B. Time is expressly made of the essence with respect to each and every term and provision of this Agreement.

7. WARRANTY

Franchisee expressly warrants that (a) all materials and services covered by this Agreement shall be fit for the purpose intended, shall be free from defect, and shall

conform to the specifications, requirements and instructions set forth in the Scope of Services; (b) it will perform Services in compliance with all applicable laws and regulations; and (c) it will use qualified personnel to perform Services in a professional and workmanlike manner. Franchisee agrees to promptly replace or correct any incomplete, inaccurate or defective Services at no further cost to City when defects are due to the negligence, errors or omissions of Franchisee. If Franchisee fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Franchisee for the cost incurred by City.

8. QUALIFICATIONS OF FRANCHISEE - STANDARD OF CARE

Franchisee represents and maintains that it has the necessary expertise and skill to perform the Services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Franchisee's representations regarding its skills and knowledge. Franchisee shall perform such Services and duties in conformance to and consistent with the highest industry standards.

9. NOTICE OF FAILURE TO PERFORM AND LIQUIDATED DAMAGES

- A. Notice of Failure to Perform. City may give written notice to Franchisee for failure to perform any Services or to comply with the terms of this Agreement. In the notice, City shall also identify allowable Franchisee period of compliance and any applicable liquidated damages to be assessed.
- B. Liquidated Damages for Failure to Meet Standards. Franchisee agrees to pay (as liquidated damages and not as a penalty) the amounts set forth in Section 9 of Exhibit B – Scope of Work.
- C. Procedure for Assessment of Liquidated Damages. City may assess liquidated damages for each calendar day or event, as appropriate, that Franchisee is determined to be liable in accordance with this Agreement. All liquidated damages must be paid within 30 days of invoice receipt, unless they are associated with failure to meet appropriate diversion rates per material type, in which case, those liquidated damages will be automatically calculated and included in the NEF Hauler Quarterly Report.

10. CHANGE IN LAW OR CHANGE IN SCOPE

City reserves the right to implement Changes in Scope as a result of any applicable Change in Law that require modifications in Franchisee's obligations under this Agreement.

11. BUSINESS TAX LICENSE REQUIRED

Franchisee must comply with Santa Clara City Code section 3.40.060, as that section may be amended from time to time or renumbered, which requires that any person who transacts or carries on any business in the City of Santa Clara pay business license tax to City. A business tax certificate may be obtained by

completing a Business Tax Application Form online at <https://business.santaclaraca.gov/Apply/GettingStarted/BusinessLicense> and paying the applicable fee at the Santa Clara City Hall Municipal Services Division.

12. TERMINATION

- A. Termination for Convenience. City shall have the right to terminate this Agreement, without cause or penalty, by giving not less than thirty (30) days' prior written notice to Franchisee.
- B. Termination for Default. If Franchisee fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice to Franchisee.
- C. Upon termination, each Party shall assist the other in arranging an orderly transfer and close-out of services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, Franchisee will deliver to City all City information or material that Franchisee has in its possession.

13. ASSIGNMENT AND SUBCONTRACTING

City and Franchisee bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Franchisee shall not hire sub-franchisees or subcontractors without express written permission from City.

Franchisee shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Franchisee is for the acts and omissions of persons directly employed by it.

14. NO THIRD PARTY BENEFICIARY

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

15. AGENCY & CONTROL

Franchisee and all person(s) employed by or contracted with Franchisee to furnish labor and/or materials under this Agreement do not act as agent(s) or employee(s) of City. Franchisee has full rights to manage its employees in their performance of Services under this Agreement.

16. CONFIDENTIALITY OF MATERIAL

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for Franchisee and all other written information submitted to

Franchisee in connection with the performance of this Agreement shall be held confidential by Franchisee and shall not, without the prior written consent of City, be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Franchisee which is otherwise known to Franchisee or becomes generally known to the related industry shall be deemed confidential.

17. OWNERSHIP OF MATERIAL

All material, which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports, designs, technology, programming, works of authorship and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of City but Franchisee may retain and use copies thereof. City shall not be limited in any way or at any time in its use of said material. However, Franchisee shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to, the release of this material to third parties.

18. RIGHT OF CITY TO INSPECT RECORDS OF FRANCHISEE

Franchisee shall keep and maintain full and complete records in Franchisee's local office showing all City Industrial Refuse collection business transacted. Such records shall be available in Franchisee's offices for audit and inspection at any and all reasonable times upon request or demand of the City Manager or her/his designee. The records shall include customer account name, service address, gross billings and cubic yards of service per week for garbage, recycling, and organics. The City may also request and inspect all disposal and processing weight tickets associated with any of the services provided under this agreement. The records must be kept on file for a period of three (3) years following the expiration or termination of this Agreement. Records shall be provided with an electronic copy of the database in a format that allows to sort, group, and analyze Franchisee's data.

Failure to maintain adequate records and keep them on file for a period of three (3) years following expiration or termination of this Agreement, whichever occurs first, shall be cause for City to conduct, or hire an independent accounting firm to conduct, an extensive audit of Franchisee's available records and Franchisee's industrial customers' records to determine if additional NEF Fee payments are due to City ("Waste Audit"). The costs of any Waste Audit shall be borne by Franchisee.

Prior to conducting a Waste Audit, City shall give Franchisee written notice of deficiencies in record keeping and Franchisee shall have thirty (30) calendar days to cure the default. If the default is not cured within the time allotted, City shall have the right to conduct said Waste Audit and to also recover the cost of the Waste Audit in addition to any unpaid NEF Fee payments plus interest at the rate of one and one quarter percent (1.25%) per month simple interest within fifteen (15) days

of receipt of Waste Audit report and billing by Franchisee. Failure to maintain adequate records as required constitutes cause for termination of this Agreement.

19. HOLD HARMLESS/INDEMNIFICATION

- A. To the extent permitted by law, Franchisee agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, in any manner arising from, or alleged to arise in whole or in part from, or in any way connected with the Services performed by Franchisee pursuant to this Agreement – including claims of any kind by Franchisee's employees or persons contracting with Franchisee to perform any portion of the Scope of Services – and shall expressly include passive or active negligence by City connected with the Services. However, the obligation to indemnify shall not apply if such liability is ultimately adjudicated to have arisen through the sole active negligence or sole willful misconduct of City; the obligation to defend is not similarly limited.
- B. Franchisee's obligation to protect, defend, indemnify, and hold harmless in full City and City's employees, shall specifically extend to any and all employment-related claims of any type brought by employees, contractors, subcontractors or other agents of Franchisee, against City (either alone, or jointly with Franchisee), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought.
- C. To the extent Franchisee is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, Franchisee warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Franchisee's responsibilities under the Act.

20. INSURANCE REQUIREMENTS

During the term of this Agreement, and for any time period set forth in Exhibit D, Franchisee shall provide and maintain in full force and effect, at no cost to City, insurance policies as set forth in Exhibit D.

21. WAIVER

Franchisee agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement. Neither City's review, acceptance nor payments for any of the Services required under this Agreement shall be constructed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

22. NOTICES

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara
Attention: Public Works Department – Environmental Programs
1700 Walsh Avenue
Santa Clara, CA 95050
and by e-mail at: environment@santaclaraca.gov, and
manager@santaclaraca.gov

And to Franchisee addressed as follows:

Hernandez Dumpsters & Demolition, Inc.
2710 Caraston Way
San Jose, CA 95148
and by e-mail at jairo@hernandez-dumpsters-demolition.com

The workday the e-mail was sent shall control the date notice was deemed given. An e-mail transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following business day.

23. COMPLIANCE WITH LAWS

Franchisee shall comply with all applicable laws and regulations of the federal, state and local government, including but not limited to “The Code of the City of Santa Clara, California” (“SCCC”). In particular, Franchisee’s attention is called to the regulations regarding the Accumulation, Transportation and Disposal of Solid Waste (SCCC Chapter 8.25), Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), and Business Tax Certificate (SCCC section 3.40.060), as such Chapters or Sections may be amended from time to time or renumbered. Additionally, Franchisee has read and agrees to comply with City’s Ethical Standards (<http://santaclaraca.gov/home/showdocument?id=58299>).

24. CONFLICTS OF INTEREST

Franchisee certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Franchisee and that no person associated with Franchisee has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Franchisee is familiar with the provisions of California Government Code section 87100 and following, and certifies that it does not know of any facts which would violate these code provisions. Franchisee will advise City if a conflict arises.

25. FAIR EMPLOYMENT

Franchisee shall not discriminate against any employee or applicant for employment because of race, sex, color, religion, religious creed, national origin,

ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state or local law.

26. NO USE OF CITY NAME OR EMBLEM

Franchisee shall not use City's name, insignia, or emblem, or distribute any information related to services under this Agreement in any magazine, trade paper, newspaper, website, or on its vehicles or equipment, or other medium without express written consent of City.

27. GOVERNING LAW AND VENUE

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

28. SEVERABILITY CLAUSE

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

29. AMENDMENTS

This Agreement may only be modified by a written amendment duly authorized and executed by the Parties to this Agreement.

30. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

31. EXECUTION

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

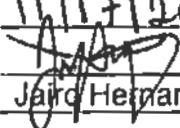
Dated: _____

Office of the City Attorney
City of Santa Clara

DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

TOCA DEBRIS BOX
a California individual

Dated: 11/17/2021
By (Signature): 
Name: Jairo Hernandez
Title: Owner
Principal Place of Business Address: 2710 Caraston Way
San Jose, CA 95148
Email Address: jairo@hernandez-dumpsters-demolition.com
Telephone: (408) 440-2192
Fax: N/A

"FRANCHISEE"

EXHIBIT A DEFINITIONS

Terms used in this Agreement shall have the following meanings. The singular of any definition shall include the plural and the plural shall include the singular.

1. AB 341. Chapter 12.8 (commencing with Section 42649) of Part 3 of Division 30 of the Public Resources Code, as it may be amended and as implemented by the regulations of CalRecycle.
2. AB 1826. Chapter 12.9 (commencing with Section 42649.8) of Part 3 of Division 30 of the California Public Resources Code, as it may be amended and as implemented by the regulations of CalRecycle.
3. Alternative Daily Cover (ADC). The layer of compacted material that is placed on top of a day's deposition of waste at an operational landfill site that provides odor reduction and a firm base to operate large equipment. For reporting purposes of this Agreement, ADC is classified as Garbage.
4. Anaerobic Digestion. A series of processes in which microorganisms break down biodegradable material in the absence of oxygen to produce biogas.
5. Beneficial Reuse. The byproduct materials, such as compost overs and biosolids, from processing at a Material Recovery Facility. Residual is not defined as Beneficial Reuse.
6. Bundled Services. The required service the Franchisee must provide to all regular customers including the collection of Garbage, Recyclables, and Organic Waste. Individual customer accounts receiving only Temporary Debris Box service from the Franchisee are exempt from this requirement.
7. Collector. Any exclusive or nonexclusive franchise hauling contractor duly authorized by the City Council to collect, transport and dispose of Refuse under specific contract terms with the City.
8. Commercial. The designated zoning for commercial, professional office (OA), or general office (OG) development as shown on the official Zoning Map of the City of Santa Clara.
9. Composting. The biological degradation and transformation of Organic Waste under controlled conditions designed to promote aerobic decomposition at a solid waste facility. For the purposes of this Agreement, composting may also mean the biological degradation of Organic Waste in animal feed.
10. Construction and Demolition Debris (C&D). A broad spectrum of recoverable materials associated with construction and demolition activities including, but not limited to concrete, asphalt, dirt, lumber, roofing materials, sheet rock, green waste, bricks, rock, and metal. C&D Debris can further be defined as Mixed C&D

wherein all C&D materials are collected in the same Container or as Source Separated C&D wherein the individual material described above are collected in separate Containers.

11. **Container.** All types of receptacles serviced by Franchisee under this Agreement, including but not limited to carts, front-load roll-off bins, drop body debris bins, and compactors.
12. **Customer.** Any persons or company contracted with Franchisee for the collection and processing or disposal of Refuse in the Industrial Zone.
13. **Disposal.** The act of delivering material to a Landfill or Material Recovery Facility.
14. **Exclusive Franchise Area.** All properties in the City not zoned for an "Industrial" use, which can only be serviced by a Collector with an exclusive franchise agreement that is approved by the City Council.
15. **Food Waste.** Unused and discarded solid food products/scraps including, but not limited to vegetables, fruits, meat, fish, shells bones, cheese, bread, paper-based tea bags and coffee grounds. Food Waste is an Organic Waste.
16. **Garbage.** All materials that are not recycled and are disposed of or used as alternative daily cover in a landfill, or destroyed by incineration. Garbage does not include Recoverable Materials.
17. **Gross Billings.** All revenue amounts charged by Franchisee for the provision of services pursuant to this Agreement. Gross Billings include Container rental charges, equipment rental charges, overweight charges, and any charges recovered or collected by Franchisee for the purposes of collecting franchise fees.
18. **Industrial.** A parcel of real property designated as being located in an industrial zoning district, (MP), (ML) or (MH), as shown on the Official Zoning Map of the City of Santa Clara. A map of the industrial-zoned areas of the city is available at the following web address:
<https://map.santaclaraca.gov/public/index.html?viewer=regional>
19. **Industrial Refuse.** All classes of solid wastes generated in the industrial zoning districts of City, including all waste matter and materials, putrescible or non-putrescible, solid or liquid wastes, except sewage, whether combustible or non-combustible, and including garbage, rubbish, and recyclables, and excluding hazardous wastes.
20. **Landfill.** A permitted solid waste disposal facility that is used for the disposal of Garbage.
21. **Material Recovery Facility (MRF).** A facility that processes Refuse or mixed debris for the purpose of removing recoverable materials for recycling, composting, anaerobic digestion, or animal feed.

22. **Mixed Construction and Demolition Debris.** The act of collecting all C&D materials into the same Container that is then brought to a Material Recovery Facility for recovery. Mixed C&D achieves a lower Recovery Rate than separating C&D materials into different Containers.
23. **Mixed Use Zoning.** A property zoned for mixed use (MU), master planned community (MC), or planned development (PD) as shown on the official Zoning Map of the City of Santa Clara.
24. **Mixed Waste.** Refuse that is collected as a commingled stream of garbage, Organic Waste, and other Recyclables for the purpose of delivery to a Mixed Waste Processing facility.
25. **Mixed Waste Processing.** A system that accepts a mixed solid waste stream and separates out designated recyclable materials through a combination of manual and mechanical sorting.
26. **Non-Exclusive Franchise (NEF) Fee.** A fee paid to City on a Quarterly basis that is calculated as twelve percent (12%) of Gross Billings.
27. **Organic Waste.** Organic materials, including, but not limited to, materials generated from tree trimmings, shrubbery, pruning, vegetable garden waste, dead plants, weeds, leaves, grass clippings, Food Waste, non-food vegetative matter, soiled paper and cardboard that decomposes biologically.
28. **Quarter.** A three (3) month period, or portion thereof, ending the last day of the following months: March, June, September, and December.
29. **Recoverable Material.** All materials that have the potential to be recovered from Refuse Containers for recycling, composting, anaerobic digestion, or animal feed processes. This material includes, but is not limited to: green waste, food waste, plastics, glass, white paper, newspaper, mixed paper, cardboard, electronics, scrap metals, and miscellaneous types of construction and demolition debris.
30. **Recovery Rate.** The percentage of total incoming refuse to a Material Recovery Facility that is recovered as recyclables. The term "recovery" may be used interchangeably with the term "diversion".
31. **Recyclables.** All Recoverable Material that is to be recycled and made into a new product, including compost from composting and biogas from anaerobic digestion processes, as opposed to recoverable material that is disposed of as Garbage.
32. **Recycling.** The process of collecting, sorting, cleansing, treating, and reconstituting materials that would otherwise become garbage and returning them for use or reuse in the form of raw materials for new, used, or reconstituted products.

33. Refuse. All classes of solid wastes generated in the City, including all waste matter and materials, putrescible or non-putrescible, solid or liquid wastes, except sewage, whether combustible or non-combustible, including garbage and recoverable material, and excluding hazardous wastes. The term "Refuse" may be used interchangeably with the term "solid waste".
34. Residential. Any property used for residential purposes, regardless of its zoning designation.
35. Residual. The left over material that cannot be converted to Composted material at a composting operation, to biogas in an anaerobic digestion process, to animal feed at applicable facilities, or cannot be recycled at a Material Recovery Facility. Residual is Garbage for the purposes of this agreement.
36. SB 1383. Chapter 13.1 (commencing with Section 42652) of Part 3 of Division 30 of the California Public Resources Code, as it may be amended and as implemented by the regulations of CalRecycle, together with Sections 39730.5 through 39730.8 of the California Health and Safety Code, as they may be amended.
37. SB 1383 Implemenation Fee. A fee paid to City on a Quarterly basis that is calculated as two percent (2%) of Gross Billings.
38. Single-Stream Recycling. A recycling program offered by Franchisee in which customers place multiple types of non-construction and demolition recoverable materials in a single Container that is designated specifically for recyclables and is taken to a Material Recovery Facility for processing.
39. Source Separated Construction and Demolition Debris. The act of collecting C&D materials into different Containers based on material type that are then brought to a Material Recovery Facility for recovery. Source Separated C&D achieves a higher Recovery Rate than Mixed C&D materials.
40. Source Separated Recycling. Recyclable material that is separated by the customer and placed into Containers designated for recycling single specific types of Recoverable Materials, including Construction and Demolition Debris.
41. Temporary Debris Box Service. Debris box service delivered to one physical address for a period of under 90 days.
42. Waste Audit. Franchisee supplied certified report of amounts of recoverable material and garbage for specific customers who may be required by City per terms and conditions described herein.

EXHIBIT B
SCOPE OF SERVICES

Franchisee's duties and obligations pursuant to any Services it performs under this Agreement are set forth below.

1. MANDATORY SERVICES

- A. Franchisees that provide bin or cart service, compactor service or regular scheduled debris box service must provide Bundled Services that are inclusive of collecting Garbage, Recyclables, and Organic Waste to each customer account subscribing to two (2) cubic yards of any solid waste per week or more. The City retains the right to, at any time and in its sole discretion, lower the threshold in response to future CalRecycle action. All other customers served via this Agreement must receive Garbage and Recycling services, regardless of their service level. Franchisee may provide Mixed Waste Processing in lieu of Bundled Services. Franchisee must deliver co-mingled material to a MRF with a Recovery Rate greater than or equal to 45% as measured on the same Quarterly schedule as the NEF Fee payments. Individual customer accounts receiving only Temporary Debris Box services from the Franchisee are exempt from this requirement.
- B. Franchisee must dispose collected materials at facilities meeting the following minimum requirements for each type of collected waste stream:
 - 1) Garbage:
 - a. If collected as a single stream material as part of Bundled Services as described in this agreement may be taken to Landfill.
 - b. If collected as part of a co-mingled stream shall be taken to a Mixed Waste Processing Facility with a Recovery Rate above 45%.
 - 2) Mixed C&D: MRF with a Recovery Rate above 45% for Mixed C&D materials.
 - 3) Source Separated C&D: MRF with a Recovery Rate above 90% for source separated C&D materials.
 - 4) Recyclables: MRF with a Recovery Rate above 65%.
 - 5) Organic Waste: MRF with a Recovery Rate above 65% including use of non-residual byproducts, such as compost overs and biosolids, for Beneficial Reuse.
- C. Franchisee must follow best management practices for outreach and education of customers including developing and distributing public education and outreach material which include recommendations to

increase recycling and decrease landfilling annually. Franchisee must also inform and educate customers on best practices for recycling and waste reduction at the time of service. Franchisee must inform customers of City's mandatory Recycling and Organic Waste Recycling requirements and the requirements of state laws AB 341 and AB 1826, and other applicable state laws and must provide records and examples of outreach by January 30th of each year.

- D. Franchisee shall submit the number of customer accounts subject to City's mandatory Recycling and Organic Waste Recycling requirements by January 30th of each year to City.
- E. Franchisee shall report the total number of Commercial accounts subject to AB 341 and AB 1826 serviced and the number of Containers, Container sizes, and frequency of collection for Garbage, Recycling, and Organic Waste by January 30th of each year to City.
- F. All requests for waivers and exemptions described under AB 341, AB 1826, and SB 1383 must be forwarded to City staff for review.

2. FRANCHISEE'S OBLIGATIONS AND HOURS OF OPERATION

- A. **Restrictions for Exclusive Franchise Area(s) (EFA)**
Franchisee shall not charge for the collection and disposal of Refuse or Recyclables at properties in an EFA in the City unless authorized by separate franchise agreement with the City. Franchisee may collect only Recyclables from an EFA at no charge or fee to customer, including any hauling, bin rental, equipment rental, management, or similar service charge or fees. Any Recyclables set-out for collection must be placed in separately marked Containers provided and owned by the Franchisee, and shall not be contaminated by Garbage.
- B. **Hours of Operation**
All collections shall be made as quietly as possible, without unnecessary noise, disturbance, or commotion. Collections from any premises within 300 feet of or adjacent to Residential areas, collections shall not commence prior to 7:00 a.m.
- C. **Zoning Changes**
The zoning designation of individual properties is subject to change during the term of this Agreement. It is the responsibility of the Franchisee to review the zoning designation for its customers. A map of the industrial-zoned areas of the City is available at the following web address:
<https://map.santaclaraca.gov/public/index.html?viewer=regional>
In the event that a property changes its zoning designation to a non-Industrial use (as indicated on the aforementioned map), Franchisee must provide the customer notice that Franchisee will discontinue service within

thirty (30) days of notice. For properties that are zoned in an EFA, Franchisee will be permitted to provide services if Franchisee is an otherwise approved Collector for the EFA.

D. Conflicts with Franchisee Customer Agreements

If any provision contained in this Agreement conflicts with any provisions contained in an agreement between Franchisee and its customers, the provisions contained in this Agreement shall govern and control.

3. QUARTERLY AND ANNUAL REPORTING TO CITY

- A. Franchisee shall file with City's Director of Finance and forward a copy to City's Environmental Program Manager, for each Quarter's reporting period (or portion thereof), a written statement certifying the total Gross Billings for Industrial Refuse and Recycling issued during the period and total number of customers for which such statement is rendered and filed. Said statement shall be due within thirty (30) calendar days following the end of each Quarter. Each statement shall be executed and submitted on the report form provided by the City in Excel format entitled "NEF HAULER QUARTERLY REPORT" (Exhibit C).
- B. Each certifying written statement filed with City's Director of Finance shall be accompanied by the NEF Fee payment equal to twelve percent (12%) of the Gross Billings certified. NEF Fee payments shall be delinquent on the thirty-first (31st) calendar day following the completion of the reporting period. Delinquent NEF Fee payments shall bear interest, commencing from the date of delinquency, at the rate of one and one quarter percent (1.25%) per month, or part thereof, simple interest in addition to penalties described in Exhibit B, Scope of Services, Section 9, Liquidated Damages, herein. Failure to report and/or pay in a timely manner for more than one Quarter, or failure to pay constitutes cause for termination of this Agreement per terms of Exhibit B, Scope of Services, Section 9, Liquidated Damages.
- C. Each quarterly report shall include the SB 1383 Implementation Fee of 2% of total Gross Billings.
- D. Each quarterly report shall include the number of customers that receive weekly Bundled Services as well as the number of Temporary Debris Box Service customers, as applicable.
- E. A Franchisee with a total reportable Gross Billings in excess of one hundred thousand (\$100,000) dollars per year shall submit annually, a report and an opinion by an independent certified public accountant that the Franchisees records were examined and the quarterly reports were a fair and accurate representation of the Gross Billings and NEF Fees owed to City. Said report and opinion shall be filed within one hundred (100) days after the end of the Franchisee's fiscal year.

- F. A Franchisee providing Recycling services without charge or compensation or for which customers are paid for materials must submit a quarterly report as described in Exhibit C, listing the volume or tons diverted from customers within the City and certifying that no charges were made from customers for Recycling service or Container rental.
- G. City may conduct an audit of Franchisee's Gross Billings to ensure that the correct NEF Fee payments are being paid during specified quarters. Franchisee must provide City a summary of customer gross billings within thirty (30) days of request. Customer records to be provided shall include:
 - 1) Customer name;
 - 2) Billing address;
 - 3) Collection address (if different from billing address);
 - 4) Gross Billings for all services provided to customers in the Industrial Zone;
 - 5) NEF Franchise Fees paid to City; and
 - 6) Weekly Industrial Refuse service levels including size of Container and frequency.
- H. Franchisee will be subject to liquidated damages for failing to comply.
- I. Franchisee's quarterly reporting to City shall correspond to quantities reported as required per State of California Regulatory Code Title 14, Division 7, Article 9.2, Disposal Reporting System. Any discrepancies noted by City in writing to Franchisee shall be explained and documentation provided in a timely manner. Franchisee shall provide quarterly report to City of all Industrial Refuse and recoverable material taken to, and City material/ Industrial Refuse removed from, a transfer station or location where Industrial Refuse is temporally deposited and/or processed before larger vehicles take material to its end destination, MRF, Composting facility, Anaerobic Digestion facility, Landfill, or any other processing facilities(s).

4. COLLECTION EQUIPMENT - DESCRIPTION AND MARKING.

- A. Franchisee undertakes and agrees to carry out and perform the obligations of this Agreement in a sanitary, good, and professional manner. All Industrial Refuse collected by Franchisee shall be transported in collection equipment, so constructed and so loaded that there will not be any leakage or dropping of refuse or recyclable material therefrom. Industrial Refuse, when placed in any such vehicle and during its passage to its destination, shall be suitably enclosed so as to prevent spillage. Collection equipment shall be uniformly painted and numbered, and shall have Contractor's name and the vehicle number painted in contrasting colors on each side and on the rear of the vehicle. All Containers shall be clearly marked with the Franchisee's name and phone number.

- B. Franchisee may furnish City-approved, detachable metal or plastic Containers to customers. Franchisee shall be responsible for the general repair and upkeep of Containers that it furnishes to Customers. Franchisee shall repair, repaint or touch-up such Containers as required, but not less than once every two years, and shall maintain such Containers in a sanitary non-leaking condition. Graffiti must be removed from Containers within forty-eight (48) hours of notification by City or customer. Franchisee's firm name and telephone number shall be indicated clearly on the surface of the bin or Container. Containers designated for Recyclables shall be labeled with the type(s) of material(s) to be placed therein. Labels shall be placed on each Container or lid provided to customers and must specify which materials are acceptable and unacceptable in the Container in written or graphic form.
- C. Any new Containers provided by Contractor to customers shall follow the following color requirements for Container lid and/or bin: green for Organic Waste, blue for Recyclables, and gray/black for Garbage. All Containers shall prominently display the type of designated material for source separation allowed to be placed in each Container. Labels must represent acceptable versus unacceptable items in written or graphic form as approved by the City.

5. COVERED LOADS AND LITTER ASSOCIATED WITH HAULING ACTIVITIES.

All Solid Waste collected by Franchisee shall be conveyed in modern collection equipment, so constructed and so loaded that there will not be any leakage or spillage of Solid Waste therefrom. Franchisee shall use reasonable and proper care in the handling of all Solid Waste collected so that none of said material is spilled either on private property or on streets or alleys. Franchisee shall be responsible for ensuring all Containers are covered during transportation to a recycling or disposal facility. Franchisee shall be responsible for ensuring that trash from its solid waste collection vehicle is being littered during transport. Franchisee is required to pick up litter generated from all hauling operations.

6. COMPLIANCE WITH AIR RESOURCES BOARD REGULATIONS

Franchisee shall maintain compliance with all applicable air pollution control laws during the entire period of this Agreement.

7. OWNERSHIP AND DISPOSAL OF INDUSTRIAL REFUSE

All Industrial Refuse collected by Franchisee shall become the property of Franchisee immediately upon the collection thereof, and shall immediately be removed and conveyed to its destination. Industrial Refuse collected by Franchisee shall be transported to a legally permitted Recycling, Composting, Anaerobic Digestion, or Landfill disposal facility. Nothing in this Agreement shall be construed to grant permission to Franchisee to dispose of collected Industrial Refuse at City's designated landfill site at City's preferred disposal rate for exclusive franchise Refuse.

8. LANDFILL TIP FEES

Franchisee is responsible for paying all applicable landfill tip fees on Industrial Refuse collected in City, even if the Industrial Refuse is transported to a Disposal facility outside of Santa Clara County where the fee is not collected at the gate. These fees include, but are not limited to, the Solid Waste Planning Fee and the AB 939 Implementation Fee.

9. LIQUIDATED DAMAGES

It shall be the duty of Franchisee to perform services under this Agreement in such a manner as to implement practices, policies, and procedures designed to achieve the goals set forth in the Agreement. Franchisee agrees its failure to perform the services as set forth in the Agreement would cause City damage. City and Franchisee mutually agree that making a precise determination of the amount of City's damage as a result of Franchisee's failure would be impractical and/or extremely difficult. Therefore, the parties agree that, in the event such a failure, Franchisee shall pay to City as liquidated damages the amounts listed below, in addition to any other rights or remedies available to City to enforce the Agreement. For the purposes of this Section, unless specifically stated, an occurrence refers to a single instance of collection at a particular site.

| # | Description | Reference | Amount |
|---|---|----------------|--|
| 1 | Failure to provide bundled services to weekly service customers | Exhibit B, § 1 | \$125 per customer per occurrence |
| 2 | Failure to meet specified diversion rates | Exhibit B, § 1 | \$50.00 per ton of material sent to facility that does not meet specified diversion rate. |
| 3 | Failure to comply with hours of operation in industrial areas within 300 feet of residential areas | Exhibit B, § 2 | \$500.00 per occurrence |
| 4 | Set out and collection of Refuse Container (cans, carts, bins, or debris boxes) in the City of Santa Clara outside of permitted areas | Exhibit B, § 2 | First Violation - \$1,000.00 per occurrence. |
| | | | Second Violation Within a One-Year Period - \$1,500.00 per occurrence per collection. |
| | | | Third Violation Within a One-Year Period - \$2,000.00 per occurrence per collection and cause for Immediate Termination of Contractor's Agreement with City. |

| | | | |
|----|--|----------------|---|
| 5 | Failure to submit any required documentation for the purposes of compliance review. City shall provide written notice to Franchisee after each thirty (30) day late period extended beyond the due date. | Exhibit B, § 3 | \$50.00 per each day late first thirty (30) days |
| | | | \$100.00 per day 30-60 days late |
| | | | \$150.00 per day 60-90 days late, and the immediate termination of Contract if report is over ninety (90) days late |
| 6 | Failure to make quarterly NEF fee payment by quarterly report due date | Exhibit B, § 3 | \$50.00 per day late first three calendar days; thereafter \$100.00 per day late, or one and one-quarter (1.25%) percent per month or part thereof of fee due whichever is greater. |
| 7 | Failure to timely submit fully completed quarterly report | Exhibit B, § 3 | \$125.00 per day late |
| 8 | Failure to maintain contactor name and phone number on Containers or remove graffiti within forty-eight (48) hours of notification | Exhibit B, § 4 | \$200.00 per occurrence |
| 9 | Failure to clean up litter spills from hauling operations or failure to cover loads during transportation. | Exhibit B, § 5 | \$125.00 per occurrence |
| 10 | Each failure to clean up spill or leakage of oil, hydraulic fluid, coolant, or other fluid from any collection vehicle used by Franchisee | Exhibit B, § 5 | \$500.00 per occurrence |
| 11 | Failure to submit quarterly reports using the form provided by the City | Exhibit C | \$500.00 per occurrence. |
| 12 | Failure to submit and maintain insurance certificates in full compliance with the requirements set forth in Section 13 of Exhibit "D" | Exhibit D | \$100.00 per day out of compliance |

EXHIBIT C NEF HAULER QUARTERLY REPORT

| | |
|---|--|
| Mail Certificate and Payment to: City of Santa Clara; Accounting Services 1500 Warburton Avenue Santa Clara, CA 95050 | Submit certificate only to: Karin Hickey, Environmental Programs Manager 1700 Walsh Avenue, Santa Clara, CA 95050 Or email: Environment@SantaClaraCA.gov |
|---|--|

| | | |
|--------------------|---------------|--------------------|
| Company Name _____ | Quarter _____ | Year _____ |
| Contact Name _____ | Title _____ | Phone Number _____ |

PART I - TONNAGE, RECOVERY RATE AND GROSS BILLINGS SUMMARY

Please include all amounts billed to the customer for the service provided in calculation of gross billings, including but not limited to, fees charged to the customer, overweight charges, surcharges, etc. Include all tons/volume collected during the reporting quarter including recycling services without charge or compensation or for which customers are paid for materials.

| Material | Total Tons | Facility | Recovery Rate | Gross Billings |
|----------------------------------|------------|----------|---------------|----------------|
| Garbage to landfill | | | 0% | |
| Garbage as Mixed Waste to MRF | | | | |
| Mixed C&D Debris | | | | |
| Source-Separated C&D Debris | | | | |
| Recyclables | | | | |
| Organic Waste (incl. yard waste) | | | | |
| Other services | | | | |
| Total Gross Billings | | | | \$ - |

PART II - LIQUIDATED DAMAGES

The following liquidated damages are automatically calculated based on the failure to meet specific diversion requirements as set forth in the Exhibit B - Scope of Work.

\$ -

PART III - FRANCHISE & SB1383 IMPLEMENTATION FEES

| | |
|--|--|
| \$ - | \$ - |
| Franchise Fees (12% of gross billings) | SB1383 Implementation Fee (2% of gross billings) |
| Total amount owed to the City: \$ - | |

PART IV - NUMBER OF CUSTOMER ACCOUNTS

| Report every quarter | Report on Q4 of each year (due every Jan 30) |
|---------------------------------------|--|
| Bundled weekly service accounts _____ | Accounts subject to AB 341* _____ |
| Temporary debris box accounts _____ | Accounts subject to AB 1826* _____ |

I declare under penalty of perjury that I have examined the appropriate records and believe the information to be true, correct, and complete; that I will maintain these records in my office for review by the City, and that I am authorized to fill out and submit this report to the City of Santa Clara.

☐ By checking the box I agree that my electronic signature is the legal equivalent of my manual signature.

Declarant Signature _____

Date _____

EXHIBIT D INSURANCE REQUIREMENTS

COMMERCIAL GENERAL LIABILITY INSURANCE

Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:

- \$1,000,000 each occurrence
- \$1,000,000 general aggregate
- \$1,000,000 products/completed operations aggregate
- \$1,000,000 personal injury

Exact structure and layering of the coverage shall be left to the discretion of Franchisee; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.

The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Franchisee to comply with the insurance requirements of this Agreement:

Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;

There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and

Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01, with minimum policy limits of not less than one million dollars (\$1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned, non-owned and hired autos. The Automobile Liability Policy shall be endorsed to include Pollution Liability coverage. Pollution Liability coverage can be provided pursuant to the contract using form ISO Form CA 99 48 03 06.

WORKERS' COMPENSATION

Workers' Compensation Insurance Policy as required by statute and employer's liability with the following limits: at least one million dollars (\$1,000,000) policy limit Illness/Injury by disease, and one million dollars (\$1,000,000) for each Accident/Bodily Injury.

The indemnification and hold harmless obligations of Franchisee included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Franchisee or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).

This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Franchisee's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85 or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.

Primary and non-contributing. Each insurance policy provided by Franchisee shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the indemnitied may possess, including any self-insurance or self-insured retention they may have. Any other insurance indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Franchisee's insurance.

Cancellation.

Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.

Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.

Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through D of this Exhibit C, above.

ADDITIONAL INSURANCE RELATED PROVISIONS

Franchisee and City agree as follows:

Franchisee agrees to ensure that subcontractors, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by Franchisee, provide the same minimum insurance coverage required of Contractor, except as with respect to limits. Franchisee agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Franchisee agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.

Franchisee agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Franchisee for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

The City reserves the right to withhold payments from the Franchisee in the event of material noncompliance with the insurance requirements set forth in this Agreement.

EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Franchisee, and each and every subcontractor (of every tier) shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Franchisee shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

EVIDENCE OF COMPLIANCE

Franchisee or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its

representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Franchisee shall submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be mailed to:

EBIX Inc.
City of Santa Clara Public Works Department
P.O. Box 100085 – S2 or 1 Ebix Way
Duluth, GA 30096 John's Creek, GA 30097

Telephone number: 951-766-2280
Fax number: 770-325-0409
Email address: ctsantaclara@ebix.com

QUALIFYING INSURERS

All of the insurance companies providing insurance for Franchisee shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by City or its insurance compliance representatives.

**NON-EXCLUSIVE FRANCHISE AGREEMENT FOR THE COLLECTION OF
INDUSTRIAL REFUSE
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
JONNA CORPORATION INC. DBA PREMIER RECYCLE COMPANY**

PREAMBLE

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Jonna Corporation Inc. dba Premier Recycle Company, a California corporation, (Franchisee). City and Franchisee may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

- A. City desires to grant a franchisee, pursuant to Code of the City of Santa Clara Section 8.25.190, to perform the services more fully described in this Agreement, at Exhibit B, entitled "Scope of Services".
- B. Franchisee represents that it has the professional qualifications, expertise, necessary licenses, and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City in accordance with City Code; and,
- C. The Parties have specified herein the terms and conditions City will grant a franchise to Franchisee for the non-exclusive right to collect, transport, recycle, process, and dispose Industrial Refuse from properties zoned for Industrial use in the City of Santa Clara; and
- D. It is deemed to be to the mutual advantage of the Parties for Franchisee to provide the services specified herein for the industrial community, and promote the health, safety, and welfare of all City residents.

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AGREEMENT DOCUMENTS

The documents forming the entire Agreement between City and Franchisee shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference:

Exhibit A – Definitions

Exhibit B – Scope of Services

Exhibit C – NEF Hauler Quarterly Report

Exhibit D – Insurance Requirements

This Agreement, including the Exhibits set forth above, contains all the agreements, representations, and understandings of the Parties, and supersedes and replaces any previous agreements, representations and understandings, whether oral or written. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control.

2. GRANT OF NON-EXCLUSIVE FRANCHISE

City hereby grants to Franchisee a non-exclusive right to collect, transport, recycle, process, and dispose Industrial Refuse from properties zoned for Industrial use in the City of Santa Clara for the period commencing on January 1, 2022 and terminating on December 31, 2026 ("Term"). Franchisee shall not enter into individual service agreements with Industrial customers that extend beyond the Term of this Agreement. Franchisee agrees, in accordance with the covenants and agreements contained in this Agreement, to provide said services.

3. NON-EXCLUSIVE FRANCHISE (NEF) FEE PAYMENTS TO CITY

Franchisee shall pay to City Non-Exclusive Franchise (NEF) fees of twelve percent (12%) of Gross Billings ("NEF Fee(s)") for the privilege of engaging in the business of collecting, hauling, and transporting Industrial Refuse to its destination. All Container and equipment rental charges and overweight charges are to be included in the gross billings for each Industrial Customer. Franchisee shall report Gross Billings and Franchise Fee amounts to the City specified in Exhibit C.

4. SB 1383 IMPLEMENTATION FEE PAYMENTS TO THE CITY

Franchisee shall pay to the City a fee of two (2%) of Gross Billings ("SB 1383 Implementation Fee(s)") for the implementation, monitoring, and activities incurred by the City and as required by SB 1383. Franchisee shall report Gross Billings and Franchise Fee amounts to the City specified in Exhibit C.

5. SCOPE OF SERVICES

Franchisee shall perform those services set forth in the Scope of Services which are attached as Exhibit B hereto and incorporated as though fully set forth herein.

6. PERFORMANCE SCHEDULE

Franchisee shall perform those Services specified in Exhibit B within the time stated in Exhibit B. Time is expressly made of the essence with respect to each and every term and provision of this Agreement.

7. WARRANTY

Franchisee expressly warrants that (a) all materials and services covered by this Agreement shall be fit for the purpose intended, shall be free from defect, and shall

conform to the specifications, requirements and instructions set forth in the Scope of Services; (b) it will perform Services in compliance with all applicable laws and regulations; and (c) it will use qualified personnel to perform Services in a professional and workmanlike manner. Franchisee agrees to promptly replace or correct any incomplete, inaccurate or defective Services at no further cost to City when defects are due to the negligence, errors or omissions of Franchisee. If Franchisee fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Franchisee for the cost incurred by City.

8. QUALIFICATIONS OF FRANCHISEE - STANDARD OF CARE

Franchisee represents and maintains that it has the necessary expertise and skill to perform the Services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Franchisee's representations regarding its skills and knowledge. Franchisee shall perform such Services and duties in conformance to and consistent with the highest industry standards.

9. NOTICE OF FAILURE TO PERFORM AND LIQUIDATED DAMAGES

- A. Notice of Failure to Perform. City may give written notice to Franchisee for failure to perform any Services or to comply with the terms of this Agreement. In the notice, City shall also identify allowable Franchisee period of compliance and any applicable liquidated damages to be assessed.
- B. Liquidated Damages for Failure to Meet Standards. Franchisee agrees to pay (as liquidated damages and not as a penalty) the amounts set forth in Section 9 of Exhibit B – Scope of Work.
- C. Procedure for Assessment of Liquidated Damages. City may assess liquidated damages for each calendar day or event, as appropriate, that Franchisee is determined to be liable in accordance with this Agreement. All liquidated damages must be paid within 30 days of invoice receipt, unless they are associated with failure to meet appropriate diversion rates per material type, in which case, those liquidated damages will be automatically calculated and included in the NEF Hauler Quarterly Report.

10. CHANGE IN LAW OR CHANGE IN SCOPE

City reserves the right to implement Changes in Scope as a result of any applicable Change in Law that require modifications in Franchisee's obligations under this Agreement.

11. BUSINESS TAX LICENSE REQUIRED

Franchisee must comply with Santa Clara City Code section 3.40.060, as that section may be amended from time to time or renumbered, which requires that any person who transacts or carries on any business in the City of Santa Clara pay business license tax to City. A business tax certificate may be obtained by

completing a Business Tax Application Form online at <https://business.santaclaraca.gov/Apply/GettingStarted/BusinessLicense> and paying the applicable fee at the Santa Clara City Hall Municipal Services Division.

12. TERMINATION

- A. Termination for Convenience. City shall have the right to terminate this Agreement, without cause or penalty, by giving not less than thirty (30) days' prior written notice to Franchisee.
- B. Termination for Default. If Franchisee fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice to Franchisee.
- C. Upon termination, each Party shall assist the other in arranging an orderly transfer and close-out of services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, Franchisee will deliver to City all City information or material that Franchisee has in its possession.

13. ASSIGNMENT AND SUBCONTRACTING

City and Franchisee bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Franchisee shall not hire sub-franchisees or subcontractors without express written permission from City.

Franchisee shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Franchisee is for the acts and omissions of persons directly employed by it.

14. NO THIRD PARTY BENEFICIARY

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

15. AGENCY & CONTROL

Franchisee and all person(s) employed by or contracted with Franchisee to furnish labor and/or materials under this Agreement do not act as agent(s) or employee(s) of City. Franchisee has full rights to manage its employees in their performance of Services under this Agreement.

16. CONFIDENTIALITY OF MATERIAL

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for Franchisee and all other written information submitted to

Franchisee in connection with the performance of this Agreement shall be held confidential by Franchisee and shall not, without the prior written consent of City, be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Franchisee which is otherwise known to Franchisee or becomes generally known to the related industry shall be deemed confidential.

17. OWNERSHIP OF MATERIAL

All material, which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports, designs, technology, programming, works of authorship and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of City but Franchisee may retain and use copies thereof. City shall not be limited in any way or at any time in its use of said material. However, Franchisee shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to, the release of this material to third parties.

18. RIGHT OF CITY TO INSPECT RECORDS OF FRANCHISEE

Franchisee shall keep and maintain full and complete records in Franchisee's local office showing all City Industrial Refuse collection business transacted. Such records shall be available in Franchisee's offices for audit and inspection at any and all reasonable times upon request or demand of the City Manager or her/his designee. The records shall include customer account name, service address, gross billings and cubic yards of service per week for garbage, recycling, and organics. The City may also request and inspect all disposal and processing weight tickets associated with any of the services provided under this agreement. The records must be kept on file for a period of three (3) years following the expiration or termination of this Agreement. Records shall be provided with an electronic copy of the database in a format that allows to sort, group, and analyze Franchisee's data.

Failure to maintain adequate records and keep them on file for a period of three (3) years following expiration or termination of this Agreement, whichever occurs first, shall be cause for City to conduct, or hire an independent accounting firm to conduct, an extensive audit of Franchisee's available records and Franchisee's industrial customers' records to determine if additional NEF Fee payments are due to City ("Waste Audit"). The costs of any Waste Audit shall be borne by Franchisee.

Prior to conducting a Waste Audit, City shall give Franchisee written notice of deficiencies in record keeping and Franchisee shall have thirty (30) calendar days to cure the default. If the default is not cured within the time allotted, City shall have the right to conduct said Waste Audit and to also recover the cost of the Waste Audit in addition to any unpaid NEF Fee payments plus interest at the rate of one and one quarter percent (1.25%) per month simple interest within fifteen (15) days

of receipt of Waste Audit report and billing by Franchisee. Failure to maintain adequate records as required constitutes cause for termination of this Agreement.

19. HOLD HARMLESS/INDEMNIFICATION

- A. To the extent permitted by law, Franchisee agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, in any manner arising from, or alleged to arise in whole or in part from, or in any way connected with the Services performed by Franchisee pursuant to this Agreement – including claims of any kind by Franchisee's employees or persons contracting with Franchisee to perform any portion of the Scope of Services – and shall expressly include passive or active negligence by City connected with the Services. However, the obligation to indemnify shall not apply if such liability is ultimately adjudicated to have arisen through the sole active negligence or sole willful misconduct of City; the obligation to defend is not similarly limited.
- B. Franchisee's obligation to protect, defend, indemnify, and hold harmless in full City and City's employees, shall specifically extend to any and all employment-related claims of any type brought by employees, contractors, subcontractors or other agents of Franchisee, against City (either alone, or jointly with Franchisee), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought.
- C. To the extent Franchisee is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, Franchisee warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Franchisee's responsibilities under the Act.

20. INSURANCE REQUIREMENTS

During the term of this Agreement, and for any time period set forth in Exhibit D, Franchisee shall provide and maintain in full force and effect, at no cost to City, insurance policies as set forth in Exhibit D.

21. WAIVER

Franchisee agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement. Neither City's review, acceptance nor payments for any of the Services required under this Agreement shall be constructed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

22. NOTICES

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara
Attention: Public Works Department – Environmental Programs
1700 Walsh Avenue
Santa Clara, CA 95050
and by e-mail at: environment@santaclaraca.gov, and
manager@santaclaraca.gov

And to Franchisee addressed as follows:

Jonna Corporation Inc. dba Premier Recycle Company
348 Phelan Avenue
San Jose, CA 95112
and by e-mail at brock@premierrecycle.com

The workday the e-mail was sent shall control the date notice was deemed given. An e-mail transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following business day.

23. COMPLIANCE WITH LAWS

Franchisee shall comply with all applicable laws and regulations of the federal, state and local government, including but not limited to "The Code of the City of Santa Clara, California" ("SCCC"). In particular, Franchisee's attention is called to the regulations regarding the Accumulation, Transportation and Disposal of Solid Waste (SCCC Chapter 8.25), Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), and Business Tax Certificate (SCCC section 3.40.060), as such Chapters or Sections may be amended from time to time or renumbered. Additionally, Franchisee has read and agrees to comply with City's Ethical Standards (<http://santaclaraca.gov/home/showdocument?id=58299>).

24. CONFLICTS OF INTEREST

Franchisee certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Franchisee and that no person associated with Franchisee has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Franchisee is familiar with the provisions of California Government Code section 87100 and following, and certifies that it does not know of any facts which would violate these code provisions. Franchisee will advise City if a conflict arises.

25. FAIR EMPLOYMENT

Franchisee shall not discriminate against any employee or applicant for employment because of race, sex, color, religion, religious creed, national origin,

ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state or local law.

26. NO USE OF CITY NAME OR EMBLEM

Franchisee shall not use City's name, insignia, or emblem, or distribute any information related to services under this Agreement in any magazine, trade paper, newspaper, website, or on its vehicles or equipment, or other medium without express written consent of City.

27. GOVERNING LAW AND VENUE

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

28. SEVERABILITY CLAUSE

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

29. AMENDMENTS

This Agreement may only be modified by a written amendment duly authorized and executed by the Parties to this Agreement.

30. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

31. EXECUTION

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

Dated: _____

Office of the City Attorney
City of Santa Clara

DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

JONNA CORPORATION INC. DBA PREMIER RECYCLE COMPANY
a California Corporation

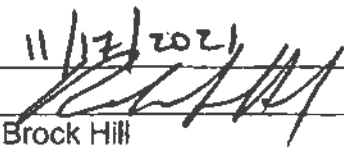
Dated: 11/17/2021
By (Signature): 
Name: Brock Hill
Title: Vice President
Principal Place of Business Address: 348 Phelan Avenue
San Jose, CA 95112
Email Address: brock@premierrecycle.com
Telephone: (408) 297-7910
Fax: N/A
"FRANCHISEE"

EXHIBIT A DEFINITIONS

Terms used in this Agreement shall have the following meanings. The singular of any definition shall include the plural and the plural shall include the singular.

1. **AB 341.** Chapter 12.8 (commencing with Section 42649) of Part 3 of Division 30 of the Public Resources Code, as it may be amended and as implemented by the regulations of CalRecycle.
2. **AB 1826.** Chapter 12.9 (commencing with Section 42649.8) of Part 3 of Division 30 of the California Public Resources Code, as it may be amended and as implemented by the regulations of CalRecycle.
3. **Alternative Daily Cover (ADC).** The layer of compacted material that is placed on top of a day's deposition of waste at an operational landfill site that provides odor reduction and a firm base to operate large equipment. For reporting purposes of this Agreement, ADC is classified as Garbage.
4. **Anaerobic Digestion.** A series of processes in which microorganisms break down biodegradable material in the absence of oxygen to produce biogas.
5. **Beneficial Reuse.** The byproduct materials, such as compost overs and biosolids, from processing at a Material Recovery Facility. Residual is not defined as Beneficial Reuse.
6. **Bundled Services.** The required service the Franchisee must provide to all regular customers including the collection of Garbage, Recyclables, and Organic Waste. Individual customer accounts receiving only Temporary Debris Box service from the Franchisee are exempt from this requirement.
7. **Collector.** Any exclusive or nonexclusive franchise hauling contractor duly authorized by the City Council to collect, transport and dispose of Refuse under specific contract terms with the City.
8. **Commercial.** The designated zoning for commercial, professional office (OA), or general office (OG) development as shown on the official Zoning Map of the City of Santa Clara.
9. **Composting.** The biological degradation and transformation of Organic Waste under controlled conditions designed to promote aerobic decomposition at a solid waste facility. For the purposes of this Agreement, composting may also mean the biological degradation of Organic Waste in animal feed.
10. **Construction and Demolition Debris (C&D).** A broad spectrum of recoverable materials associated with construction and demolition activities including, but not limited to concrete, asphalt, dirt, lumber, roofing materials, sheet rock, green waste, bricks, rock, and metal. C&D Debris can further be defined as Mixed C&D

wherein all C&D materials are collected in the same Container or as Source Separated C&D wherein the individual material described above are collected in separate Containers.

11. **Container.** All types of receptacles serviced by Franchisee under this Agreement, including but not limited to carts, front-load roll-off bins, drop body debris bins, and compactors.
12. **Customer.** Any persons or company contracted with Franchisee for the collection and processing or disposal of Refuse in the Industrial Zone.
13. **Disposal.** The act of delivering material to a Landfill or Material Recovery Facility.
14. **Exclusive Franchise Area.** All properties in the City not zoned for an "Industrial" use, which can only be serviced by a Collector with an exclusive franchise agreement that is approved by the City Council.
15. **Food Waste.** Unused and discarded solid food products/scraps including, but not limited to vegetables, fruits, meat, fish, shells bones, cheese, bread, paper-based tea bags and coffee grounds. Food Waste is an Organic Waste.
16. **Garbage.** All materials that are not recycled and are disposed of or used as alternative daily cover in a landfill, or destroyed by incineration. Garbage does not include Recoverable Materials.
17. **Gross Billings.** All revenue amounts charged by Franchisee for the provision of services pursuant to this Agreement. Gross Billings include Container rental charges, equipment rental charges, overweight charges, and any charges recovered or collected by Franchisee for the purposes of collecting franchise fees.
18. **Industrial.** A parcel of real property designated as being located in an industrial zoning district, (MP), (ML) or (MH), as shown on the Official Zoning Map of the City of Santa Clara. A map of the industrial-zoned areas of the city is available at the following web address:
<https://map.santaclaraca.gov/public/index.html?viewer=regional>
19. **Industrial Refuse.** All classes of solid wastes generated in the industrial zoning districts of City, including all waste matter and materials, putrescible or non-putrescible, solid or liquid wastes, except sewage, whether combustible or non-combustible, and including garbage, rubbish, and recyclables, and excluding hazardous wastes.
20. **Landfill.** A permitted solid waste disposal facility that is used for the disposal of Garbage.
21. **Material Recovery Facility (MRF).** A facility that processes Refuse or mixed debris for the purpose of removing recoverable materials for recycling, composting, anaerobic digestion, or animal feed.

22. **Mixed Construction and Demolition Debris.** The act of collecting all C&D materials into the same Container that is then brought to a Material Recovery Facility for recovery. Mixed C&D achieves a lower Recovery Rate than separating C&D materials into different Containers.
23. **Mixed Use Zoning.** A property zoned for mixed use (MU), master planned community (MC), or planned development (PD) as shown on the official Zoning Map of the City of Santa Clara.
24. **Mixed Waste.** Refuse that is collected as a commingled stream of garbage, Organic Waste, and other Recyclables for the purpose of delivery to a Mixed Waste Processing facility.
25. **Mixed Waste Processing.** A system that accepts a mixed solid waste stream and separates out designated recyclable materials through a combination of manual and mechanical sorting.
26. **Non-Exclusive Franchise (NEF) Fee.** A fee paid to City on a Quarterly basis that is calculated as twelve percent (12%) of Gross Billings.
27. **Organic Waste.** Organic materials, including, but not limited to, materials generated from tree trimmings, shrubbery, pruning, vegetable garden waste, dead plants, weeds, leaves, grass clippings, Food Waste, non-food vegetative matter, soiled paper and cardboard that decomposes biologically.
28. **Quarter.** A three (3) month period, or portion thereof, ending the last day of the following months: March, June, September, and December.
29. **Recoverable Material.** All materials that have the potential to be recovered from Refuse Containers for recycling, composting, anaerobic digestion, or animal feed processes. This material includes, but is not limited to: green waste, food waste, plastics, glass, white paper, newspaper, mixed paper, cardboard, electronics, scrap metals, and miscellaneous types of construction and demolition debris.
30. **Recovery Rate.** The percentage of total incoming refuse to a Material Recovery Facility that is recovered as recyclables. The term "recovery" may be used interchangeably with the term "diversion".
31. **Recyclables.** All Recoverable Material that is to be recycled and made into a new product, including compost from composting and biogas from anaerobic digestion processes, as opposed to recoverable material that is disposed of as Garbage.
32. **Recycling.** The process of collecting, sorting, cleansing, treating, and reconstituting materials that would otherwise become garbage and returning them for use or reuse in the form of raw materials for new, used, or reconstituted products.

33. **Refuse.** All classes of solid wastes generated in the City, including all waste matter and materials, putrescible or non-putrescible, solid or liquid wastes, except sewage, whether combustible or non-combustible, including garbage and recoverable material, and excluding hazardous wastes. The term "Refuse" may be used interchangeably with the term "solid waste".
34. **Residential.** Any property used for residential purposes, regardless of its zoning designation.
35. **Residual.** The left over material that cannot be converted to Composted material at a composting operation, to biogas in an anaerobic digestion process, to animal feed at applicable facilities, or cannot be recycled at a Material Recovery Facility. Residual is Garbage for the purposes of this agreement.
36. **SB 1383.** Chapter 13.1 (commencing with Section 42652) of Part 3 of Division 30 of the California Public Resources Code, as it may be amended and as implemented by the regulations of CalRecycle, together with Sections 39730.5 through 39730.8 of the California Health and Safety Code, as they may be amended.
37. **SB 1383 Implemenation Fee.** A fee paid to City on a Quarterly basis that is calculated as two percent (2%) of Gross Billings.
38. **Single-Stream Recyding.** A recycling program offered by Franchisee in which customers place multiple types of non-construction and demolition recoverable materials in a single Container that is designated specifically for recyclables and is taken to a Material Recovery Facility for processing.
39. **Source Separated Construction and Demolition Debris.** The act of collecting C&D materials into different Containers based on material type that are then brought to a Material Recovery Facility for recovery. Source Separated C&D achieves a higher Recovery Rate than Mixed C&D materials.
40. **Source Separated Recycling.** Recyclable material that is separated by the customer and placed into Containers designated for recycling single specific types of Recoverable Materials, including Construction and Demolition Debris.
41. **Temporary Debris Box Service.** Debris box service delivered to one physical address for a period of under 90 days.
42. **Waste Audit.** Franchisee supplied certified report of amounts of recoverable material and garbage for specific customers who may be required by City per terms and conditions described herein.

EXHIBIT B SCOPE OF SERVICES

Franchisee's duties and obligations pursuant to any Services it performs under this Agreement are set forth below.

1. MANDATORY SERVICES

- A. Franchisees that provide bin or cart service, compactor service or regular scheduled debris box service must provide Bundled Services that are inclusive of collecting Garbage, Recyclables, and Organic Waste to each customer account subscribing to two (2) cubic yards of any solid waste per week or more. The City retains the right to, at any time and in its sole discretion, lower the threshold in response to future CalRecycle action. All other customers served via this Agreement must receive Garbage and Recycling services, regardless of their service level. Franchisee may provide Mixed Waste Processing in lieu of Bundled Services. Franchisee must deliver co-mingled material to a MRF with a Recovery Rate greater than or equal to 45% as measured on the same Quarterly schedule as the NEF Fee payments. Individual customer accounts receiving only Temporary Debris Box services from the Franchisee are exempt from this requirement.
- B. Franchisee must dispose collected materials at facilities meeting the following minimum requirements for each type of collected waste stream:
 - 1) Garbage:
 - a. If collected as a single stream material as part of Bundled Services as described in this agreement may be taken to Landfill.
 - b. If collected as part of a co-mingled stream shall be taken to a Mixed Waste Processing Facility with a Recovery Rate above 45%.
 - 2) Mixed C&D: MRF with a Recovery Rate above 45% for Mixed C&D materials.
 - 3) Source Separated C&D: MRF with a Recovery Rate above 90% for source separated C&D materials.
 - 4) Recyclables: MRF with a Recovery Rate above 65%.
 - 5) Organic Waste: MRF with a Recovery Rate above 65% including use of non-residual byproducts, such as compost overs and biosolids, for Beneficial Reuse.
- C. Franchisee must follow best management practices for outreach and education of customers including developing and distributing public education and outreach material which include recommendations to

increase recycling and decrease landfilling annually. Franchisee must also inform and educate customers on best practices for recycling and waste reduction at the time of service. Franchisee must inform customers of City's mandatory Recycling and Organic Waste Recycling requirements and the requirements of state laws AB 341 and AB 1826, and other applicable state laws and must provide records and examples of outreach by January 30th of each year.

- D. Franchisee shall submit the number of customer accounts subject to City's mandatory Recycling and Organic Waste Recycling requirements by January 30th of each year to City.
- E. Franchisee shall report the total number of Commercial accounts subject to AB 341 and AB 1826 serviced and the number of Containers, Container sizes, and frequency of collection for Garbage, Recycling, and Organic Waste by January 30th of each year to City.
- F. All requests for waivers and exemptions described under AB 341, AB 1826, and SB 1383 must be forwarded to City staff for review.

2. FRANCHISEE'S OBLIGATIONS AND HOURS OF OPERATION

- A. **Restrictions for Exclusive Franchise Area(s) (EFA)**
Franchisee shall not charge for the collection and disposal of Refuse or Recyclables at properties in an EFA in the City unless authorized by separate franchise agreement with the City. Franchisee may collect only Recyclables from an EFA at no charge or fee to customer, including any hauling, bin rental, equipment rental, management, or similar service charge or fees. Any Recyclables set-out for collection must be placed in separately marked Containers provided and owned by the Franchisee, and shall not be contaminated by Garbage.
- B. **Hours of Operation**
All collections shall be made as quietly as possible, without unnecessary noise, disturbance, or commotion. Collections from any premises within 300 feet of or adjacent to Residential areas, collections shall not commence prior to 7:00 a.m.
- C. **Zoning Changes**
The zoning designation of individual properties is subject to change during the term of this Agreement. It is the responsibility of the Franchisee to review the zoning designation for its customers. A map of the industrial-zoned areas of the City is available at the following web address:
<https://map.santaclaraca.gov/public/index.html?viewer=regional>
In the event that a property changes its zoning designation to a non-Industrial use (as indicated on the aforementioned map), Franchisee must provide the customer notice that Franchisee will discontinue service within

thirty (30) days of notice. For properties that are zoned in an EFA, Franchisee will be permitted to provide services if Franchisee is an otherwise approved Collector for the EFA.

- D. Conflicts with Franchisee Customer Agreements
If any provision contained in this Agreement conflicts with any provisions contained in an agreement between Franchisee and its customers, the provisions contained in this Agreement shall govern and control.

3. QUARTERLY AND ANNUAL REPORTING TO CITY

- A. Franchisee shall file with City's Director of Finance and forward a copy to City's Environmental Program Manager, for each Quarter's reporting period (or portion thereof), a written statement certifying the total Gross Billings for Industrial Refuse and Recycling issued during the period and total number of customers for which such statement is rendered and filed. Said statement shall be due within thirty (30) calendar days following the end of each Quarter. Each statement shall be executed and submitted on the report form provided by the City in Excel format entitled "NEF HAULER QUARTERLY REPORT" (Exhibit C).
- B. Each certifying written statement filed with City's Director of Finance shall be accompanied by the NEF Fee payment equal to twelve percent (12%) of the Gross Billings certified. NEF Fee payments shall be delinquent on the thirty-first (31st) calendar day following the completion of the reporting period. Delinquent NEF Fee payments shall bear interest, commencing from the date of delinquency, at the rate of one and one quarter percent (1.25%) per month, or part thereof, simple interest in addition to penalties described in Exhibit B, Scope of Services, Section 9, Liquidated Damages, herein. Failure to report and/or pay in a timely manner for more than one Quarter, or failure to pay constitutes cause for termination of this Agreement per terms of Exhibit B, Scope of Services, Section 9, Liquidated Damages.
- C. Each quarterly report shall include the SB 1383 Implementation Fee of 2% of total Gross Billings.
- D. Each quarterly report shall include the number of customers that receive weekly Bundled Services as well as the number of Temporary Debris Box Service customers, as applicable.
- E. A Franchisee with a total reportable Gross Billings in excess of one hundred thousand (\$100,000) dollars per year shall submit annually, a report and an opinion by an independent certified public accountant that the Franchisees records were examined and the quarterly reports were a fair and accurate representation of the Gross Billings and NEF Fees owed to City. Said report and opinion shall be filed within one hundred (100) days after the end of the Franchisee's fiscal year.

- F. A Franchisee providing Recycling services without charge or compensation or for which customers are paid for materials must submit a quarterly report as described in Exhibit C, listing the volume or tons diverted from customers within the City and certifying that no charges were made from customers for Recycling service or Container rental.
- G. City may conduct an audit of Franchisee's Gross Billings to ensure that the correct NEF Fee payments are being paid during specified quarters. Franchisee must provide City a summary of customer gross billings within thirty (30) days of request. Customer records to be provided shall include:
 - 1) Customer name;
 - 2) Billing address;
 - 3) Collection address (if different from billing address);
 - 4) Gross Billings for all services provided to customers in the Industrial Zone;
 - 5) NEF Franchise Fees paid to City; and
 - 6) Weekly Industrial Refuse service levels including size of Container and frequency.
- H. Franchisee will be subject to liquidated damages for failing to comply.
- I. Franchisee's quarterly reporting to City shall correspond to quantities reported as required per State of California Regulatory Code Title 14, Division 7, Article 9.2, Disposal Reporting System. Any discrepancies noted by City in writing to Franchisee shall be explained and documentation provided in a timely manner. Franchisee shall provide quarterly report to City of all Industrial Refuse and recoverable material taken to, and City material/ Industrial Refuse removed from, a transfer station or location where Industrial Refuse is temporally deposited and/or processed before larger vehicles take material to its end destination, MRF, Composting facility, Anaerobic Digestion facility, Landfill, or any other processing facilities(s).

4. COLLECTION EQUIPMENT - DESCRIPTION AND MARKING.

- A. Franchisee undertakes and agrees to carry out and perform the obligations of this Agreement in a sanitary, good, and professional manner. All Industrial Refuse collected by Franchisee shall be transported in collection equipment, so constructed and so loaded that there will not be any leakage or dropping of refuse or recyclable material therefrom. Industrial Refuse, when placed in any such vehicle and during its passage to its destination, shall be suitably enclosed so as to prevent spillage. Collection equipment shall be uniformly painted and numbered, and shall have Contractor's name and the vehicle number painted in contrasting colors on each side and on the rear of the vehicle. All Containers shall be clearly marked with the Franchisee's name and phone number.

- B. Franchisee may furnish City-approved, detachable metal or plastic Containers to customers. Franchisee shall be responsible for the general repair and upkeep of Containers that it furnishes to Customers. Franchisee shall repair, repaint or touch-up such Containers as required, but not less than once every two years, and shall maintain such Containers in a sanitary non-leaking condition. Graffiti must be removed from Containers within forty-eight (48) hours of notification by City or customer. Franchisee's firm name and telephone number shall be indicated clearly on the surface of the bin or Container. Containers designated for Recyclables shall be labeled with the type(s) of material(s) to be placed therein. Labels shall be placed on each Container or lid provided to customers and must specify which materials are acceptable and unacceptable in the Container in written or graphic form.
- C. Any new Containers provided by Contractor to customers shall follow the following color requirements for Container lid and/or bin: green for Organic Waste, blue for Recyclables, and gray/black for Garbage. All Containers shall prominently display the type of designated material for source separation allowed to be placed in each Container. Labels must represent acceptable versus unacceptable items in written or graphic form as approved by the City.

5. COVERED LOADS AND LITTER ASSOCIATED WITH HAULING ACTIVITIES.

All Solid Waste collected by Franchisee shall be conveyed in modern collection equipment, so constructed and so loaded that there will not be any leakage or spillage of Solid Waste therefrom. Franchisee shall use reasonable and proper care in the handling of all Solid Waste collected so that none of said material is spilled either on private property or on streets or alleys. Franchisee shall be responsible for ensuring all Containers are covered during transportation to a recycling or disposal facility. Franchisee shall be responsible for ensuring that trash from its solid waste collection vehicle is being littered during transport. Franchisee is required to pick up litter generated from all hauling operations.

6. COMPLIANCE WITH AIR RESOURCES BOARD REGULATIONS

Franchisee shall maintain compliance with all applicable air pollution control laws during the entire period of this Agreement.

7. OWNERSHIP AND DISPOSAL OF INDUSTRIAL REFUSE

All Industrial Refuse collected by Franchisee shall become the property of Franchisee immediately upon the collection thereof, and shall immediately be removed and conveyed to its destination. Industrial Refuse collected by Franchisee shall be transported to a legally permitted Recycling, Composting, Anaerobic Digestion, or Landfill disposal facility. Nothing in this Agreement shall be construed to grant permission to Franchisee to dispose of collected Industrial Refuse at City's designated landfill site at City's preferred disposal rate for exclusive franchise Refuse.

8. LANDFILL TIP FEES

Franchisee is responsible for paying all applicable landfill tip fees on Industrial Refuse collected in City, even if the Industrial Refuse is transported to a Disposal facility outside of Santa Clara County where the fee is not collected at the gate. These fees include, but are not limited to, the Solid Waste Planning Fee and the AB 939 Implementation Fee.

9. LIQUIDATED DAMAGES

It shall be the duty of Franchisee to perform services under this Agreement in such a manner as to implement practices, policies, and procedures designed to achieve the goals set forth in the Agreement. Franchisee agrees its failure to perform the services as set forth in the Agreement would cause City damage. City and Franchisee mutually agree that making a precise determination of the amount of City's damage as a result of Franchisee's failure would be impractical and/or extremely difficult. Therefore, the parties agree that, in the event such a failure, Franchisee shall pay to City as liquidated damages the amounts listed below, in addition to any other rights or remedies available to City to enforce the Agreement. For the purposes of this Section, unless specifically stated, an occurrence refers to a single instance of collection at a particular site.

| # | Description | Reference | Amount |
|---|---|----------------|---|
| 1 | Failure to provide bundled services to weekly service customers | Exhibit B, § 1 | \$125 per customer per occurrence |
| 2 | Failure to meet specified diversion rates | Exhibit B, § 1 | \$50.00 per ton of material sent to facility that does not meet specified diversion rate. |
| 3 | Failure to comply with hours of operation in industrial areas within 300 feet of residential areas | Exhibit B, § 2 | \$500.00 per occurrence |
| 4 | Set out and collection of Refuse Container (cans, carts, bins, or debris boxes) in the City of Santa Clara outside of permitted areas | Exhibit B, § 2 | First Violation - \$1,000.00 per occurrence. Second Violation Within a One-Year Period - \$1,500.00 per occurrence per collection. Third Violation Within a One-Year Period - \$2,000.00 per occurrence per collection and cause for Immediate Termination of Contractor's Agreement with City. |

| | | | |
|----|--|-------------------|---|
| 5 | Failure to submit any required documentation for the purposes of compliance review. City shall provide written notice to Franchisee after each thirty (30) day late period extended beyond the due date. | Exhibit B, § 3 | \$50.00 per each day late first thirty (30) days |
| | | | \$100.00 per day 30-60 days late |
| | | | \$150.00 per day 60-90 days late, and the immediate termination of Contract if report is over ninety (90) days late |
| 6 | Failure to make quarterly NEF fee payment by quarterly report due date | Exhibit B, § 3 | \$50.00 per day late first three calendar days; thereafter \$100.00 per day late, or one and one-quarter (1.25%) percent per month or part thereof of fee due whichever is greater. |
| 7 | Failure to timely submit fully completed quarterly report | Exhibit B, § 3 | \$125.00 per day late |
| 8 | Failure to maintain contactor name and phone number on Containers or remove graffiti within forty-eight (48) hours of notification | Exhibit B, § 4 | \$200.00 per occurrence |
| 9 | Failure to clean up litter spills from hauling operations or failure to cover loads during transportation. | Exhibit B, § 5 | \$125.00 per occurrence |
| 10 | Each failure to clean up spill or leakage of oil, hydraulic fluid, coolant, or other fluid from any collection vehicle used by Franchisee | Exhibit B, § 5 | \$500.00 per occurrence |
| 11 | Failure to submit quarterly reports using the form provided by the City | Exhibit C | \$500.00 per occurrence. |
| 12 | Failure to submit and maintain insurance certificates in full compliance with the requirements set forth in Section 13 of Exhibit "D" | Exhibit D | \$100.00 per day out of compliance |

EXHIBIT C **NEF HAULER QUARTERLY REPORT**

| | |
|---|--|
| Mail Certificate and Payment to: City of Santa Clara; Accounting Services 1500 Warburton Avenue Santa Clara, CA 95050 | Submit certificate only to: Karin Hickey, Environmental Programs Manager 1700 Walsh Avenue, Santa Clara, CA 95050 Or email: Environment@SantaClaraCA.gov |
|---|--|

| | | |
|-----------------------|------------------|-----------------------|
| _____ Company Name | _____ Quarter | _____ Year |
| _____ Contact Name | _____ Title | _____ Phone Number |

PART I - TONNAGE, RECOVERY RATE AND GROSS BILLINGS SUMMARY

Please include all amounts billed to the customer for the service provided in calculation of gross billings, including but not limited to, fees charged to the customer, overweight charges, surcharges, etc. Include all tons/volume collected during the reporting quarter including recycling services without charge or compensation or for which customers are paid for materials.

| Material | Total Tons | Facility | Recovery Rate | Gross Billings |
|----------------------------------|------------|----------|---------------|----------------|
| Garbage to landfill | | | 0% | |
| Garbage as Mixed Waste to MRF | | | | |
| Mixed C&D Debris | | | | |
| Source-Separated C&D Debris | | | | |
| Recyclables | | | | |
| Organic Waste (incl. yard waste) | | | | |
| Other services | | | | |
| Total Gross Billings | | | | \$ - |

PART II - LIQUIDATED DAMAGES

The following liquidated damages are automatically calculated based on the failure to meet specific diversion requirements as set forth in the Exhibit B - Scope of Work. \$ -

PART III - FRANCHISE & SB1383 IMPLEMENTATION FEES

| | |
|--|--|
| \$ - | \$ - |
| Franchise Fees (12% of gross billings) | SB1383 Implementation Fee (2% of gross billings) |
| Total amount owed to the City: \$ - | |

PART IV - NUMBER OF CUSTOMER ACCOUNTS

| | |
|---------------------------------------|---|
| Report every quarter | Report on Q4 of each year (due every Jan 30) |
| Bundled weekly service accounts _____ | Accounts subject to AB 341* _____ |
| Temporary debris box accounts _____ | Accounts subject to AB 1826* _____ |

I declare under penalty of perjury that I have examined the appropriate records and believe the information to be true, correct, and complete; that I will maintain these records in my office for review by the City, and that I am authorized to fill out and submit this report to the City of Santa Clara.

☐ By checking the box I agree that my electronic signature is the legal equivalent of my manual signature.

| | |
|------------------------------|---------------|
| _____ Declarant Signature | _____ Date |
|------------------------------|---------------|

EXHIBIT D INSURANCE REQUIREMENTS

COMMERCIAL GENERAL LIABILITY INSURANCE

Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:

- \$1,000,000 each occurrence
- \$1,000,000 general aggregate
- \$1,000,000 products/completed operations aggregate
- \$1,000,000 personal injury

Exact structure and layering of the coverage shall be left to the discretion of Franchisee; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.

The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Franchisee to comply with the insurance requirements of this Agreement:

- Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;

- There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and

- Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01, with minimum policy limits of not less than one million dollars (\$1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned, non-owned and hired autos. The Automobile Liability Policy shall be endorsed to include Pollution Liability coverage. Pollution Liability coverage can be provided pursuant to the contract using form ISO Form CA 99 48 03 06.

WORKERS' COMPENSATION

Workers' Compensation Insurance Policy as required by statute and employer's liability with the following limits: at least one million dollars (\$1,000,000) policy limit illness/injury by disease, and one million dollars (\$1,000,000) for each Accident/Bodily Injury.

The indemnification and hold harmless obligations of Franchisee included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Franchisee or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).

This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Franchisee's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85 or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.

Primary and non-contributing. Each insurance policy provided by Franchisee shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the indemnitied may possess, including any self-insurance or self-insured retention they may have. Any other insurance indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Franchisee's insurance.

Cancellation.

Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.

Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.

Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through D of this Exhibit C, above.

ADDITIONAL INSURANCE RELATED PROVISIONS

Franchisee and City agree as follows:

Franchisee agrees to ensure that subcontractors, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by Franchisee, provide the same minimum insurance coverage required of Contractor, except as with respect to limits. Franchisee agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Franchisee agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.

Franchisee agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Franchisee for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

The City reserves the right to withhold payments from the Franchisee in the event of material noncompliance with the insurance requirements set forth in this Agreement.

EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Franchisee, and each and every subcontractor (of every tier) shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Franchisee shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

EVIDENCE OF COMPLIANCE

Franchisee or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its

representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Franchisee shall submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be mailed to:

EBIX Inc.
City of Santa Clara Public Works Department
P.O. Box 100085 – S2 or 1 Ebix Way
Duluth, GA 30096 John's Creek, GA 30097

Telephone number: 951-766-2280
Fax number: 770-325-0409
Email address: ctsantaclara@ebix.com

QUALIFYING INSURERS

All of the insurance companies providing insurance for Franchisee shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by City or its insurance compliance representatives.

**NON-EXCLUSIVE FRANCHISE AGREEMENT FOR THE COLLECTION OF
INDUSTRIAL REFUSE
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
MISSION TRAIL WASTE SYSTEMS**

PREAMBLE

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Mission Trail Waste Systems, a California corporation, (Franchisee). City and Franchisee may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

- A. City desires to grant a franchisee, pursuant to Code of the City of Santa Clara Section 8.25.190, to perform the services more fully described in this Agreement, at Exhibit B, entitled "Scope of Services".
- B. Franchisee represents that it has the professional qualifications, expertise, necessary licenses, and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City in accordance with City Code; and,
- C. The Parties have specified herein the terms and conditions City will grant a franchise to Franchisee for the non-exclusive right to collect, transport, recycle, process, and dispose Industrial Refuse from properties zoned for Industrial use in the City of Santa Clara; and
- D. It is deemed to be to the mutual advantage of the Parties for Franchisee to provide the services specified herein for the industrial community, and promote the health, safety, and welfare of all City residents.

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AGREEMENT DOCUMENTS

The documents forming the entire Agreement between City and Franchisee shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference:

Exhibit A – Definitions

Exhibit B – Scope of Services

Exhibit C – NEF Hauler Quarterly Report

Exhibit D – Insurance Requirements

This Agreement, including the Exhibits set forth above, contains all the agreements, representations, and understandings of the Parties, and supersedes and replaces any previous agreements, representations and understandings, whether oral or written. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control.

2. GRANT OF NON-EXCLUSIVE FRANCHISE

City hereby grants to Franchisee a non-exclusive right to collect, transport, recycle, process, and dispose Industrial Refuse from properties zoned for Industrial use in the City of Santa Clara for the period commencing on January 1, 2022 and terminating on December 31, 2026 ("Term"). Franchisee shall not enter into individual service agreements with Industrial customers that extend beyond the Term of this Agreement. Franchisee agrees, in accordance with the covenants and agreements contained in this Agreement, to provide said services.

3. NON-EXCLUSIVE FRANCHISE (NEF) FEE PAYMENTS TO CITY

Franchisee shall pay to City Non-Exclusive Franchise (NEF) fees of twelve percent (12%) of Gross Billings ("NEF Fee(s)") for the privilege of engaging in the business of collecting, hauling, and transporting Industrial Refuse to its destination. All Container and equipment rental charges and overweight charges are to be included in the gross billings for each Industrial Customer. Franchisee shall report Gross Billings and Franchise Fee amounts to the City specified in Exhibit C.

4. SB 1383 IMPLEMENTATION FEE PAYMENTS TO THE CITY

Franchisee shall pay to the City a fee of two (2%) of Gross Billings ("SB 1383 Implementation Fee(s)") for the implementation, monitoring, and activities incurred by the City and as required by SB 1383. Franchisee shall report Gross Billings and Franchise Fee amounts to the City specified in Exhibit C.

5. SCOPE OF SERVICES

Franchisee shall perform those services set forth in the Scope of Services which are attached as Exhibit B hereto and incorporated as though fully set forth herein.

6. PERFORMANCE SCHEDULE

Franchisee shall perform those Services specified in Exhibit B within the time stated in Exhibit B. Time is expressly made of the essence with respect to each and every term and provision of this Agreement.

7. WARRANTY

Franchisee expressly warrants that (a) all materials and services covered by this Agreement shall be fit for the purpose intended, shall be free from defect, and shall

conform to the specifications, requirements and instructions set forth in the Scope of Services; (b) it will perform Services in compliance with all applicable laws and regulations; and (c) it will use qualified personnel to perform Services in a professional and workmanlike manner. Franchisee agrees to promptly replace or correct any incomplete, inaccurate or defective Services at no further cost to City when defects are due to the negligence, errors or omissions of Franchisee. If Franchisee fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Franchisee for the cost incurred by City.

8. QUALIFICATIONS OF FRANCHISEE - STANDARD OF CARE

Franchisee represents and maintains that it has the necessary expertise and skill to perform the Services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Franchisee's representations regarding its skills and knowledge. Franchisee shall perform such Services and duties in conformance to and consistent with the highest industry standards.

9. NOTICE OF FAILURE TO PERFORM AND LIQUIDATED DAMAGES

- A. Notice of Failure to Perform. City may give written notice to Franchisee for failure to perform any Services or to comply with the terms of this Agreement. In the notice, City shall also identify allowable Franchisee period of compliance and any applicable liquidated damages to be assessed.
- B. Liquidated Damages for Failure to Meet Standards. Franchisee agrees to pay (as liquidated damages and not as a penalty) the amounts set forth in Section 9 of Exhibit B – Scope of Work.
- C. Procedure for Assessment of Liquidated Damages. City may assess liquidated damages for each calendar day or event, as appropriate, that Franchisee is determined to be liable in accordance with this Agreement. All liquidated damages must be paid within 30 days of invoice receipt, unless they are associated with failure to meet appropriate diversion rates per material type, in which case, those liquidated damages will be automatically calculated and included in the NEF Hauler Quarterly Report.

10. CHANGE IN LAW OR CHANGE IN SCOPE

City reserves the right to implement Changes in Scope as a result of any applicable Change in Law that require modifications in Franchisee's obligations under this Agreement.

11. BUSINESS TAX LICENSE REQUIRED

Franchisee must comply with Santa Clara City Code section 3.40.060, as that section may be amended from time to time or renumbered, which requires that any person who transacts or carries on any business in the City of Santa Clara pay business license tax to City. A business tax certificate may be obtained by

completing a Business Tax Application Form online at <https://business.santaclaraca.gov/Apply/GettingStarted/BusinessLicense> and paying the applicable fee at the Santa Clara City Hall Municipal Services Division.

12. TERMINATION

- A. Termination for Convenience. City shall have the right to terminate this Agreement, without cause or penalty, by giving not less than thirty (30) days' prior written notice to Franchisee.
- B. Termination for Default. If Franchisee fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice to Franchisee.
- C. Upon termination, each Party shall assist the other in arranging an orderly transfer and close-out of services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, Franchisee will deliver to City all City information or material that Franchisee has in its possession.

13. ASSIGNMENT AND SUBCONTRACTING

City and Franchisee bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Franchisee shall not hire sub-franchisees or subcontractors without express written permission from City.

Franchisee shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Franchisee is for the acts and omissions of persons directly employed by it.

14. NO THIRD PARTY BENEFICIARY

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

15. AGENCY & CONTROL

Franchisee and all person(s) employed by or contracted with Franchisee to furnish labor and/or materials under this Agreement do not act as agent(s) or employee(s) of City. Franchisee has full rights to manage its employees in their performance of Services under this Agreement.

16. CONFIDENTIALITY OF MATERIAL

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for Franchisee and all other written information submitted to

Franchisee in connection with the performance of this Agreement shall be held confidential by Franchisee and shall not, without the prior written consent of City, be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Franchisee which is otherwise known to Franchisee or becomes generally known to the related industry shall be deemed confidential.

17. OWNERSHIP OF MATERIAL

All material, which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports, designs, technology, programming, works of authorship and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of City but Franchisee may retain and use copies thereof. City shall not be limited in any way or at any time in its use of said material. However, Franchisee shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to, the release of this material to third parties.

18. RIGHT OF CITY TO INSPECT RECORDS OF FRANCHISEE

Franchisee shall keep and maintain full and complete records in Franchisee's local office showing all City Industrial Refuse collection business transacted. Such records shall be available in Franchisee's offices for audit and inspection at any and all reasonable times upon request or demand of the City Manager or her/his designee. The records shall include customer account name, service address, gross billings and cubic yards of service per week for garbage, recycling, and organics. The City may also request and inspect all disposal and processing weight tickets associated with any of the services provided under this agreement. The records must be kept on file for a period of three (3) years following the expiration or termination of this Agreement. Records shall be provided with an electronic copy of the database in a format that allows to sort, group, and analyze Franchisee's data.

Failure to maintain adequate records and keep them on file for a period of three (3) years following expiration or termination of this Agreement, whichever occurs first, shall be cause for City to conduct, or hire an independent accounting firm to conduct, an extensive audit of Franchisee's available records and Franchisee's industrial customers' records to determine if additional NEF Fee payments are due to City ("Waste Audit"). The costs of any Waste Audit shall be borne by Franchisee.

Prior to conducting a Waste Audit, City shall give Franchisee written notice of deficiencies in record keeping and Franchisee shall have thirty (30) calendar days to cure the default. If the default is not cured within the time allotted, City shall have the right to conduct said Waste Audit and to also recover the cost of the Waste Audit in addition to any unpaid NEF Fee payments plus interest at the rate of one and one quarter percent (1.25%) per month simple interest within fifteen (15) days

of receipt of Waste Audit report and billing by Franchisee. Failure to maintain adequate records as required constitutes cause for termination of this Agreement.

19. HOLD HARMLESS/INDEMNIFICATION

- A. To the extent permitted by law, Franchisee agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, in any manner arising from, or alleged to arise in whole or in part from, or in any way connected with the Services performed by Franchisee pursuant to this Agreement – including claims of any kind by Franchisee's employees or persons contracting with Franchisee to perform any portion of the Scope of Services – and shall expressly include passive or active negligence by City connected with the Services. However, the obligation to indemnify shall not apply if such liability is ultimately adjudicated to have arisen through the sole active negligence or sole willful misconduct of City; the obligation to defend is not similarly limited.
- B. Franchisee's obligation to protect, defend, indemnify, and hold harmless in full City and City's employees, shall specifically extend to any and all employment-related claims of any type brought by employees, contractors, subcontractors or other agents of Franchisee, against City (either alone, or jointly with Franchisee), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought.
- C. To the extent Franchisee is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, Franchisee warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Franchisee's responsibilities under the Act.

20. INSURANCE REQUIREMENTS

During the term of this Agreement, and for any time period set forth in Exhibit D, Franchisee shall provide and maintain in full force and effect, at no cost to City, insurance policies as set forth in Exhibit D.

21. WAIVER

Franchisee agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement. Neither City's review, acceptance nor payments for any of the Services required under this Agreement shall be constructed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

22. NOTICES

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara
Attention: Public Works Department – Environmental Programs
1700 Walsh Avenue
Santa Clara, CA 95050
and by e-mail at: environment@santaclaraca.gov, and
manager@santaclaraca.gov

And to Franchisee addressed as follows:

Mission Trail Waste Systems
1060 Richard Avenue
Santa Clara, CA 95050
and by e-mail at yssessions@missiontrail.com

The workday the e-mail was sent shall control the date notice was deemed given. An e-mail transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following business day.

23. COMPLIANCE WITH LAWS

Franchisee shall comply with all applicable laws and regulations of the federal, state and local government, including but not limited to "The Code of the City of Santa Clara, California" ("SCCC"). In particular, Franchisee's attention is called to the regulations regarding the Accumulation, Transportation and Disposal of Solid Waste (SCCC Chapter 8.25), Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), and Business Tax Certificate (SCCC section 3.40.060), as such Chapters or Sections may be amended from time to time or renumbered. Additionally, Franchisee has read and agrees to comply with City's Ethical Standards (<http://santaclaraca.gov/home/showdocument?id=58299>).

24. CONFLICTS OF INTEREST

Franchisee certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Franchisee and that no person associated with Franchisee has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Franchisee is familiar with the provisions of California Government Code section 87100 and following, and certifies that it does not know of any facts which would violate these code provisions. Franchisee will advise City if a conflict arises.

25. FAIR EMPLOYMENT

Franchisee shall not discriminate against any employee or applicant for employment because of race, sex, color, religion, religious creed, national origin,

ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state or local law.

26. NO USE OF CITY NAME OR EMBLEM

Franchisee shall not use City's name, insignia, or emblem, or distribute any information related to services under this Agreement in any magazine, trade paper, newspaper, website, or on its vehicles or equipment, or other medium without express written consent of City.

27. GOVERNING LAW AND VENUE

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

28. SEVERABILITY CLAUSE

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

29. AMENDMENTS

This Agreement may only be modified by a written amendment duly authorized and executed by the Parties to this Agreement.

30. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

31. EXECUTION

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

Dated: _____

Office of the City Attorney
City of Santa Clara

DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

MISSION TRAIL WASTE SYSTEMS
a California Corporation

Dated: 11-22-2021
By (Signature): 
Name: Louie Pellegrini
Title: President
Principal Place of Business Address: 1060 Richard Avenue
Santa Clara, CA 95050
Email Address: lpellegrini@missiontrail.com
Telephone: (408) 727-5365
Fax: N/A
"FRANCHISEE"

EXHIBIT A DEFINITIONS

Terms used in this Agreement shall have the following meanings. The singular of any definition shall include the plural and the plural shall include the singular.

1. AB 341. Chapter 12.8 (commencing with Section 42649) of Part 3 of Division 30 of the Public Resources Code, as it may be amended and as implemented by the regulations of CalRecycle.
2. AB 1826. Chapter 12.9 (commencing with Section 42649.8) of Part 3 of Division 30 of the California Public Resources Code, as it may be amended and as implemented by the regulations of CalRecycle.
3. Alternative Daily Cover (ADC). The layer of compacted material that is placed on top of a day's deposition of waste at an operational landfill site that provides odor reduction and a firm base to operate large equipment. For reporting purposes of this Agreement, ADC is classified as Garbage.
4. Anaerobic Digestion. A series of processes in which microorganisms break down biodegradable material in the absence of oxygen to produce biogas.
5. Beneficial Reuse. The byproduct materials, such as compost overs and biosolids, from processing at a Material Recovery Facility. Residual is not defined as Beneficial Reuse.
6. Bundled Services. The required service the Franchisee must provide to all regular customers including the collection of Garbage, Recyclables, and Organic Waste. Individual customer accounts receiving only Temporary Debris Box service from the Franchisee are exempt from this requirement.
7. Collector. Any exclusive or nonexclusive franchise hauling contractor duly authorized by the City Council to collect, transport and dispose of Refuse under specific contract terms with the City.
8. Commercial. The designated zoning for commercial, professional office (OA), or general office (OG) development as shown on the official Zoning Map of the City of Santa Clara.
9. Composting. The biological degradation and transformation of Organic Waste under controlled conditions designed to promote aerobic decomposition at a solid waste facility. For the purposes of this Agreement, composting may also mean the biological degradation of Organic Waste in animal feed.
10. Construction and Demolition Debris (C&D). A broad spectrum of recoverable materials associated with construction and demolition activities including, but not limited to concrete, asphalt, dirt, lumber, roofing materials, sheet rock, green waste, bricks, rock, and metal. C&D Debris can further be defined as Mixed C&D

wherein all C&D materials are collected in the same Container or as Source Separated C&D wherein the individual material described above are collected in separate Containers.

11. **Container.** All types of receptacles serviced by Franchisee under this Agreement, including but not limited to carts, front-load roll-off bins, drop body debris bins, and compactors.
12. **Customer.** Any persons or company contracted with Franchisee for the collection and processing or disposal of Refuse in the Industrial Zone.
13. **Disposal.** The act of delivering material to a Landfill or Material Recovery Facility.
14. **Exclusive Franchise Area.** All properties in the City not zoned for an "Industrial" use, which can only be serviced by a Collector with an exclusive franchise agreement that is approved by the City Council.
15. **Food Waste.** Unused and discarded solid food products/scraps including, but not limited to vegetables, fruits, meat, fish, shells bones, cheese, bread, paper-based tea bags and coffee grounds. Food Waste is an Organic Waste.
16. **Garbage.** All materials that are not recycled and are disposed of or used as alternative daily cover in a landfill, or destroyed by incineration. Garbage does not include Recoverable Materials.
17. **Gross Billings.** All revenue amounts charged by Franchisee for the provision of services pursuant to this Agreement. Gross Billings include Container rental charges, equipment rental charges, overweight charges, and any charges recovered or collected by Franchisee for the purposes of collecting franchise fees.
18. **Industrial.** A parcel of real property designated as being located in an industrial zoning district, (MP), (ML) or (MH), as shown on the Official Zoning Map of the City of Santa Clara. A map of the industrial-zoned areas of the city is available at the following web address:
<https://map.santaclaraca.gov/public/index.html?viewer=regional>
19. **Industrial Refuse.** All classes of solid wastes generated in the industrial zoning districts of City, including all waste matter and materials, putrescible or non-putrescible, solid or liquid wastes, except sewage, whether combustible or non-combustible, and including garbage, rubbish, and recyclables, and excluding hazardous wastes.
20. **Landfill.** A permitted solid waste disposal facility that is used for the disposal of Garbage.
21. **Material Recovery Facility (MRF).** A facility that processes Refuse or mixed debris for the purpose of removing recoverable materials for recycling, composting, anaerobic digestion, or animal feed.

22. **Mixed Construction and Demolition Debris.** The act of collecting all C&D materials into the same Container that is then brought to a Material Recovery Facility for recovery. Mixed C&D achieves a lower Recovery Rate than separating C&D materials into different Containers.
23. **Mixed Use Zoning.** A property zoned for mixed use (MU), master planned community (MC), or planned development (PD) as shown on the official Zoning Map of the City of Santa Clara.
24. **Mixed Waste.** Refuse that is collected as a commingled stream of garbage, Organic Waste, and other Recyclables for the purpose of delivery to a Mixed Waste Processing facility.
25. **Mixed Waste Processing.** A system that accepts a mixed solid waste stream and separates out designated recyclable materials through a combination of manual and mechanical sorting.
26. **Non-Exclusive Franchise (NEF) Fee.** A fee paid to City on a Quarterly basis that is calculated as twelve percent (12%) of Gross Billings.
27. **Organic Waste.** Organic materials, including, but not limited to, materials generated from tree trimmings, shrubbery, pruning, vegetable garden waste, dead plants, weeds, leaves, grass clippings, Food Waste, non-food vegetative matter, soiled paper and cardboard that decomposes biologically.
28. **Quarter.** A three (3) month period, or portion thereof, ending the last day of the following months: March, June, September, and December.
29. **Recoverable Material.** All materials that have the potential to be recovered from Refuse Containers for recycling, composting, anaerobic digestion, or animal feed processes. This material includes, but is not limited to: green waste, food waste, plastics, glass, white paper, newspaper, mixed paper, cardboard, electronics, scrap metals, and miscellaneous types of construction and demolition debris.
30. **Recovery Rate.** The percentage of total incoming refuse to a Material Recovery Facility that is recovered as recyclables. The term "recovery" may be used interchangeably with the term "diversion".
31. **Recyclables.** All Recoverable Material that is to be recycled and made into a new product, including compost from composting and biogas from anaerobic digestion processes, as opposed to recoverable material that is disposed of as Garbage.
32. **Recycling.** The process of collecting, sorting, cleansing, treating, and reconstituting materials that would otherwise become garbage and returning them for use or reuse in the form of raw materials for new, used, or reconstituted products.

33. Refuse. All classes of solid wastes generated in the City, including all waste matter and materials, putrescible or non-putrescible, solid or liquid wastes, except sewage, whether combustible or non-combustible, including garbage and recoverable material, and excluding hazardous wastes. The term "Refuse" may be used interchangeably with the term "solid waste".
34. Residential. Any property used for residential purposes, regardless of its zoning designation.
35. Residual. The left over material that cannot be converted to Composted material at a composting operation, to biogas in an anaerobic digestion process, to animal feed at applicable facilities, or cannot be recycled at a Material Recovery Facility. Residual is Garbage for the purposes of this agreement.
36. SB 1383. Chapter 13.1 (commencing with Section 42652) of Part 3 of Division 30 of the California Public Resources Code, as it may be amended and as implemented by the regulations of CalRecycle, together with Sections 39730.5 through 39730.8 of the California Health and Safety Code, as they may be amended.
37. SB 1383 Implementation Fee. A fee paid to City on a Quarterly basis that is calculated as two percent (2%) of Gross Billings.
38. Single-Stream Recycling. A recycling program offered by Franchisee in which customers place multiple types of non-construction and demolition recoverable materials in a single Container that is designated specifically for recyclables and is taken to a Material Recovery Facility for processing.
39. Source Separated Construction and Demolition Debris. The act of collecting C&D materials into different Containers based on material type that are then brought to a Material Recovery Facility for recovery. Source Separated C&D achieves a higher Recovery Rate than Mixed C&D materials.
40. Source Separated Recycling. Recyclable material that is separated by the customer and placed into Containers designated for recycling single specific types of Recoverable Materials, including Construction and Demolition Debris.
41. Temporary Debris Box Service. Debris box service delivered to one physical address for a period of under 90 days.
42. Waste Audit. Franchisee supplied certified report of amounts of recoverable material and garbage for specific customers who may be required by City per terms and conditions described herein.

EXHIBIT B
SCOPE OF SERVICES

Franchisee's duties and obligations pursuant to any Services it performs under this Agreement are set forth below.

1. MANDATORY SERVICES

- A. Franchisees that provide bin or cart service, compactor service or regular scheduled debris box service must provide Bundled Services that are inclusive of collecting Garbage, Recyclables, and Organic Waste to each customer account subscribing to two (2) cubic yards of any solid waste per week or more. The City retains the right to, at any time and in its sole discretion, lower the threshold in response to future CalRecycle action. All other customers served via this Agreement must receive Garbage and Recycling services, regardless of their service level. Franchisee may provide Mixed Waste Processing in lieu of Bundled Services. Franchisee must deliver co-mingled material to a MRF with a Recovery Rate greater than or equal to 45% as measured on the same Quarterly schedule as the NEF Fee payments. Individual customer accounts receiving only Temporary Debris Box services from the Franchisee are exempt from this requirement.
- B. Franchisee must dispose collected materials at facilities meeting the following minimum requirements for each type of collected waste stream:
 - 1) Garbage:
 - a. If collected as a single stream material as part of Bundled Services as described in this agreement may be taken to Landfill.
 - b. If collected as part of a co-mingled stream shall be taken to a Mixed Waste Processing Facility with a Recovery Rate above 45%.
 - 2) Mixed C&D: MRF with a Recovery Rate above 45% for Mixed C&D materials.
 - 3) Source Separated C&D: MRF with a Recovery Rate above 90% for source separated C&D materials.
 - 4) Recyclables: MRF with a Recovery Rate above 65%.
 - 5) Organic Waste: MRF with a Recovery Rate above 65% including use of non-residual byproducts, such as compost overs and biosolids, for Beneficial Reuse.
- C. Franchisee must follow best management practices for outreach and education of customers including developing and distributing public education and outreach material which include recommendations to

increase recycling and decrease landfilling annually. Franchisee must also inform and educate customers on best practices for recycling and waste reduction at the time of service. Franchisee must inform customers of City's mandatory Recycling and Organic Waste Recycling requirements and the requirements of state laws AB 341 and AB 1826, and other applicable state laws and must provide records and examples of outreach by January 30th of each year.

- D. Franchisee shall submit the number of customer accounts subject to City's mandatory Recycling and Organic Waste Recycling requirements by January 30th of each year to City.
- E. Franchisee shall report the total number of Commercial accounts subject to AB 341 and AB 1826 serviced and the number of Containers, Container sizes, and frequency of collection for Garbage, Recycling, and Organic Waste by January 30th of each year to City.
- F. All requests for waivers and exemptions described under AB 341, AB 1826, and SB 1383 must be forwarded to City staff for review.

2. FRANCHISEE'S OBLIGATIONS AND HOURS OF OPERATION

- A. **Restrictions for Exclusive Franchise Area(s) (EFA)**
Franchisee shall not charge for the collection and disposal of Refuse or Recyclables at properties in an EFA in the City unless authorized by separate franchise agreement with the City. Franchisee may collect only Recyclables from an EFA at no charge or fee to customer, including any hauling, bin rental, equipment rental, management, or similar service charge or fees. Any Recyclables set-out for collection must be placed in separately marked Containers provided and owned by the Franchisee, and shall not be contaminated by Garbage.
- B. **Hours of Operation**
All collections shall be made as quietly as possible, without unnecessary noise, disturbance, or commotion. Collections from any premises within 300 feet of or adjacent to Residential areas, collections shall not commence prior to 7:00 a.m.
- C. **Zoning Changes**
The zoning designation of individual properties is subject to change during the term of this Agreement. It is the responsibility of the Franchisee to review the zoning designation for its customers. A map of the industrial-zoned areas of the City is available at the following web address:
<https://map.santaclaraca.gov/public/index.html?viewer=regional>
In the event that a property changes its zoning designation to a non-Industrial use (as indicated on the aforementioned map), Franchisee must provide the customer notice that Franchisee will discontinue service within

thirty (30) days of notice. For properties that are zoned in an EFA, Franchisee will be permitted to provide services if Franchisee is an otherwise approved Collector for the EFA.

D. Conflicts with Franchisee Customer Agreements

If any provision contained in this Agreement conflicts with any provisions contained in an agreement between Franchisee and its customers, the provisions contained in this Agreement shall govern and control.

3. QUARTERLY AND ANNUAL REPORTING TO CITY

- A. Franchisee shall file with City's Director of Finance and forward a copy to City's Environmental Program Manager, for each Quarter's reporting period (or portion thereof), a written statement certifying the total Gross Billings for Industrial Refuse and Recycling issued during the period and total number of customers for which such statement is rendered and filed. Said statement shall be due within thirty (30) calendar days following the end of each Quarter. Each statement shall be executed and submitted on the report form provided by the City in Excel format entitled "NEF HAULER QUARTERLY REPORT" (Exhibit C).
- B. Each certifying written statement filed with City's Director of Finance shall be accompanied by the NEF Fee payment equal to twelve percent (12%) of the Gross Billings certified. NEF Fee payments shall be delinquent on the thirty-first (31st) calendar day following the completion of the reporting period. Delinquent NEF Fee payments shall bear interest, commencing from the date of delinquency, at the rate of one and one quarter percent (1.25%) per month, or part thereof, simple interest in addition to penalties described in Exhibit B, Scope of Services, Section 9, Liquidated Damages, herein. Failure to report and/or pay in a timely manner for more than one Quarter, or failure to pay constitutes cause for termination of this Agreement per terms of Exhibit B, Scope of Services, Section 9, Liquidated Damages.
- C. Each quarterly report shall include the SB 1383 Implementation Fee of 2% of total Gross Billings.
- D. Each quarterly report shall include the number of customers that receive weekly Bundled Services as well as the number of Temporary Debris Box Service customers, as applicable.
- E. A Franchisee with a total reportable Gross Billings in excess of one hundred thousand (\$100,000) dollars per year shall submit annually, a report and an opinion by an independent certified public accountant that the Franchisees records were examined and the quarterly reports were a fair and accurate representation of the Gross Billings and NEF Fees owed to City. Said report and opinion shall be filed within one hundred (100) days after the end of the Franchisee's fiscal year.

- F. A Franchisee providing Recycling services without charge or compensation or for which customers are paid for materials must submit a quarterly report as described in Exhibit C, listing the volume or tons diverted from customers within the City and certifying that no charges were made from customers for Recycling service or Container rental.
- G. City may conduct an audit of Franchisee's Gross Billings to ensure that the correct NEF Fee payments are being paid during specified quarters. Franchisee must provide City a summary of customer gross billings within thirty (30) days of request. Customer records to be provided shall include:
 - 1) Customer name;
 - 2) Billing address;
 - 3) Collection address (if different from billing address);
 - 4) Gross Billings for all services provided to customers in the Industrial Zone;
 - 5) NEF Franchise Fees paid to City; and
 - 6) Weekly Industrial Refuse service levels including size of Container and frequency.
- H. Franchisee will be subject to liquidated damages for failing to comply.
- I. Franchisee's quarterly reporting to City shall correspond to quantities reported as required per State of California Regulatory Code Title 14, Division 7, Article 9.2, Disposal Reporting System. Any discrepancies noted by City in writing to Franchisee shall be explained and documentation provided in a timely manner. Franchisee shall provide quarterly report to City of all Industrial Refuse and recoverable material taken to, and City material/ Industrial Refuse removed from, a transfer station or location where Industrial Refuse is temporally deposited and/or processed before larger vehicles take material to its end destination, MRF, Composting facility, Anaerobic Digestion facility, Landfill, or any other processing facilities(s).

4. COLLECTION EQUIPMENT - DESCRIPTION AND MARKING.

- A. Franchisee undertakes and agrees to carry out and perform the obligations of this Agreement in a sanitary, good, and professional manner. All Industrial Refuse collected by Franchisee shall be transported in collection equipment, so constructed and so loaded that there will not be any leakage or dropping of refuse or recyclable material therefrom. Industrial Refuse, when placed in any such vehicle and during its passage to its destination, shall be suitably enclosed so as to prevent spillage. Collection equipment shall be uniformly painted and numbered, and shall have Contractor's name and the vehicle number painted in contrasting colors on each side and on the rear of the vehicle. All Containers shall be clearly marked with the Franchisee's name and phone number.

- B. Franchisee may furnish City-approved, detachable metal or plastic Containers to customers. Franchisee shall be responsible for the general repair and upkeep of Containers that it furnishes to Customers. Franchisee shall repair, repaint or touch-up such Containers as required, but not less than once every two years, and shall maintain such Containers in a sanitary non-leaking condition. Graffiti must be removed from Containers within forty-eight (48) hours of notification by City or customer. Franchisee's firm name and telephone number shall be indicated clearly on the surface of the bin or Container. Containers designated for Recyclables shall be labeled with the type(s) of material(s) to be placed therein. Labels shall be placed on each Container or lid provided to customers and must specify which materials are acceptable and unacceptable in the Container in written or graphic form.
- C. Any new Containers provided by Contractor to customers shall follow the following color requirements for Container lid and/or bin: green for Organic Waste, blue for Recyclables, and gray/black for Garbage. All Containers shall prominently display the type of designated material for source separation allowed to be placed in each Container. Labels must represent acceptable versus unacceptable items in written or graphic form as approved by the City.

5. COVERED LOADS AND LITTER ASSOCIATED WITH HAULING ACTIVITIES.

All Solid Waste collected by Franchisee shall be conveyed in modern collection equipment, so constructed and so loaded that there will not be any leakage or spillage of Solid Waste therefrom. Franchisee shall use reasonable and proper care in the handling of all Solid Waste collected so that none of said material is spilled either on private property or on streets or alleys. Franchisee shall be responsible for ensuring all Containers are covered during transportation to a recycling or disposal facility. Franchisee shall be responsible for ensuring that trash from its solid waste collection vehicle is being littered during transport. Franchisee is required to pick up litter generated from all hauling operations.

6. COMPLIANCE WITH AIR RESOURCES BOARD REGULATIONS

Franchisee shall maintain compliance with all applicable air pollution control laws during the entire period of this Agreement.

7. OWNERSHIP AND DISPOSAL OF INDUSTRIAL REFUSE

All Industrial Refuse collected by Franchisee shall become the property of Franchisee immediately upon the collection thereof, and shall immediately be removed and conveyed to its destination. Industrial Refuse collected by Franchisee shall be transported to a legally permitted Recycling, Composting, Anaerobic Digestion, or Landfill disposal facility. Nothing in this Agreement shall be construed to grant permission to Franchisee to dispose of collected Industrial Refuse at City's designated landfill site at City's preferred disposal rate for exclusive franchise Refuse.

8. LANDFILL TIP FEES

Franchisee is responsible for paying all applicable landfill tip fees on Industrial Refuse collected in City, even if the Industrial Refuse is transported to a Disposal facility outside of Santa Clara County where the fee is not collected at the gate. These fees include, but are not limited to, the Solid Waste Planning Fee and the AB 939 Implementation Fee.

9. LIQUIDATED DAMAGES

It shall be the duty of Franchisee to perform services under this Agreement in such a manner as to implement practices, policies, and procedures designed to achieve the goals set forth in the Agreement. Franchisee agrees its failure to perform the services as set forth in the Agreement would cause City damage. City and Franchisee mutually agree that making a precise determination of the amount of City's damage as a result of Franchisee's failure would be impractical and/or extremely difficult. Therefore, the parties agree that, in the event such a failure, Franchisee shall pay to City as liquidated damages the amounts listed below, in addition to any other rights or remedies available to City to enforce the Agreement. For the purposes of this Section, unless specifically stated, an occurrence refers to a single instance of collection at a particular site.

| # | Description | Reference | Amount |
|---|---|----------------|---|
| 1 | Failure to provide bundled services to weekly service customers | Exhibit B, § 1 | \$125 per customer per occurrence |
| 2 | Failure to meet specified diversion rates | Exhibit B, § 1 | \$50.00 per ton of material sent to facility that does not meet specified diversion rate. |
| 3 | Failure to comply with hours of operation in industrial areas within 300 feet of residential areas | Exhibit B, § 2 | \$500.00 per occurrence |
| 4 | Set out and collection of Refuse Container (cans, carts, bins, or debris boxes) in the City of Santa Clara outside of permitted areas | Exhibit B, § 2 | First Violation - \$1,000.00 per occurrence. Second Violation Within a One-Year Period - \$1,500.00 per occurrence per collection. Third Violation Within a One-Year Period - \$2,000.00 per occurrence per collection and cause for Immediate Termination of Contractor's Agreement with City. |

| | | | |
|----|--|----------------|---|
| 5 | Failure to submit any required documentation for the purposes of compliance review. City shall provide written notice to Franchisee after each thirty (30) day late period extended beyond the due date. | Exhibit B, § 3 | \$50.00 per each day late first thirty (30) days |
| | | | \$100.00 per day 30-60 days late |
| | | | \$150.00 per day 60-90 days late, and the immediate termination of Contract if report is over ninety (90) days late |
| 6 | Failure to make quarterly NEF fee payment by quarterly report due date | Exhibit B, § 3 | \$50.00 per day late first three calendar days; thereafter \$100.00 per day late, or one and one-quarter (1.25%) percent per month or part thereof of fee due whichever is greater. |
| 7 | Failure to timely submit fully completed quarterly report | Exhibit B, § 3 | \$125.00 per day late |
| 8 | Failure to maintain contactor name and phone number on Containers or remove graffiti within forty-eight (48) hours of notification | Exhibit B, § 4 | \$200.00 per occurrence |
| 9 | Failure to clean up litter spills from hauling operations or failure to cover loads during transportation. | Exhibit B, § 5 | \$125.00 per occurrence |
| 10 | Each failure to clean up spill or leakage of oil, hydraulic fluid, coolant, or other fluid from any collection vehicle used by Franchisee | Exhibit B, § 5 | \$500.00 per occurrence |
| 11 | Failure to submit quarterly reports using the form provided by the City | Exhibit C | \$500.00 per occurrence. |
| 12 | Failure to submit and maintain insurance certificates in full compliance with the requirements set forth in Section 13 of Exhibit "D" | Exhibit D | \$100.00 per day out of compliance |

NEF HAULER QUARTERLY REPORT

| | |
|---|--|
| Mail Certificate and Payment to: City of Santa Clara; Accounting Services 1500 Warburton Avenue Santa Clara, CA 95050 | Submit certificate only to: Karin Hickey, Environmental Programs Manager 1700 Walsh Avenue, Santa Clara, CA 95050 Or email: Environment@SantaClaraCA.gov |
|---|--|

| Company Name | Quarter | Year |
|--------------|---------|--------------|
| Contact Name | Title | Phone Number |

PART I - TONNAGE, RECOVERY RATE AND GROSS BILLINGS SUMMARY

Please include all amounts billed to the customer for the service provided in calculation of gross billings, including but not limited to, fees charged to the customer, overweight charges, surcharges, etc. Include all tons/volume collected during the reporting quarter including recycling services without charge or compensation or for which customers are paid for materials.

| Material | Total Tons | Facility | Recovery Rate | Gross Billings |
|----------------------------------|------------|----------------------|---------------|----------------|
| Garbage to landfill | | | 0% | |
| Garbage as Mixed Waste to MRF | | | | |
| Mixed C&D Debris | | | | |
| Source-Separated C&D Debris | | | | |
| Recyclables | | | | |
| Organic Waste (incl. yard waste) | | | | |
| Other services | | | | |
| | | Total Gross Billings | | \$ - |

PART II - LIQUIDATED DAMAGES

The following liquidated damages are automatically calculated based on the failure to meet specific diversion requirements as set forth in the Exhibit B - Scope of Work.

\$ -

PART III - FRANCHISE & SB1383 IMPLEMENTATION FEES

| | | | |
|--|----|--|---|
| \$ | - | \$ | - |
| Franchise Fees (12% of gross billings) | | SB1383 Implementation Fee (2% of gross billings) | |
| Total amount owed to the City: | \$ | | - |

PART IV - NUMBER OF CUSTOMER ACCOUNTS

| | |
|---------------------------------|--|
| Report every quarter | Report on Q4 of each year (due every Jan 30) |
| Bundled weekly service accounts | Accounts subject to AB 341* |
| Temporary debris box accounts | Accounts subject to AB 1826* |

I declare under penalty of perjury that I have examined the appropriate records and believe the information to be true, correct, and complete; that I will maintain these records in my office for review by the City, and that I am authorized to fill out and submit this report to the City of Santa Clara.

☐ By checking the box I agree that my electronic signature is the legal equivalent of my manual signature.

Declarant Signature _____ Date _____

EXHIBIT D INSURANCE REQUIREMENTS

COMMERCIAL GENERAL LIABILITY INSURANCE

Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:

- \$1,000,000 each occurrence
- \$1,000,000 general aggregate
- \$1,000,000 products/completed operations aggregate
- \$1,000,000 personal injury

Exact structure and layering of the coverage shall be left to the discretion of Franchisee; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.

The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Franchisee to comply with the insurance requirements of this Agreement:

Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;

There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and

Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01, with minimum policy limits of not less than one million dollars (\$1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned, non-owned and hired autos. The Automobile Liability Policy shall be endorsed to include Pollution Liability coverage. Pollution Liability coverage can be provided pursuant to the contract using form ISO Form CA 99 48 03 06.

WORKERS' COMPENSATION

Workers' Compensation Insurance Policy as required by statute and employer's liability with the following limits: at least one million dollars (\$1,000,000) policy limit Illness/Injury by disease, and one million dollars (\$1,000,000) for each Accident/Bodily Injury.

The indemnification and hold harmless obligations of Franchisee included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Franchisee or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).

This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Franchisee's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85 or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.

Primary and non-contributing. Each insurance policy provided by Franchisee shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the indemnitees may possess, including any self-insurance or self-insured retention they may have. Any other insurance indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Franchisee's insurance.

Cancellation.

Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.

Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.

Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through D of this Exhibit C, above.

ADDITIONAL INSURANCE RELATED PROVISIONS

Franchisee and City agree as follows:

Franchisee agrees to ensure that subcontractors, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by Franchisee, provide the same minimum insurance coverage required of Contractor, except as with respect to limits. Franchisee agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Franchisee agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.

Franchisee agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Franchisee for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

The City reserves the right to withhold payments from the Franchisee in the event of material noncompliance with the insurance requirements set forth in this Agreement.

EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Franchisee, and each and every subcontractor (of every tier) shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Franchisee shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

EVIDENCE OF COMPLIANCE

Franchisee or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its

representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Franchisee shall submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be mailed to:

EBIX Inc.
City of Santa Clara Public Works Department
P.O. Box 100085 – S2 or 1 Ebix Way
Duluth, GA 30096 John's Creek, GA 30097

Telephone number: 951-766-2280
Fax number: 770-325-0409
Email address: ctsantaclara@ebix.com

QUALIFYING INSURERS

All of the insurance companies providing insurance for Franchisee shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by City or its insurance compliance representatives.

**NON-EXCLUSIVE FRANCHISE AGREEMENT FOR THE COLLECTION OF
INDUSTRIAL REFUSE
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
R&D MENDES ENTERPRISES INC DBA ACCURATE CLEANING SYSTEMS**

PREAMBLE

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and R&D Mendes Enterprises Inc dba Accurate Cleaning Systems, a California corporation, (Franchisee). City and Franchisee may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

- A. City desires to grant a franchisee, pursuant to Code of the City of Santa Clara Section 8.25.190, to perform the services more fully described in this Agreement, at Exhibit B, entitled "Scope of Services".
- B. Franchisee represents that it has the professional qualifications, expertise, necessary licenses, and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City in accordance with City Code; and,
- C. The Parties have specified herein the terms and conditions City will grant a franchise to Franchisee for the non-exclusive right to collect, transport, recycle, process, and dispose Industrial Refuse from properties zoned for Industrial use in the City of Santa Clara; and
- D. It is deemed to be to the mutual advantage of the Parties for Franchisee to provide the services specified herein for the industrial community, and promote the health, safety, and welfare of all City residents.

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AGREEMENT DOCUMENTS

The documents forming the entire Agreement between City and Franchisee shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference:

Exhibit A – Definitions

Exhibit B – Scope of Services

Exhibit C – NEF Hauler Quarterly Report

Exhibit D – Insurance Requirements

This Agreement, including the Exhibits set forth above, contains all the agreements, representations, and understandings of the Parties, and supersedes and replaces any previous agreements, representations and understandings, whether oral or written. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control.

2. GRANT OF NON-EXCLUSIVE FRANCHISE

City hereby grants to Franchisee a non-exclusive right to collect, transport, recycle, process, and dispose Industrial Refuse from properties zoned for Industrial use in the City of Santa Clara for the period commencing on January 1, 2022 and terminating on December 31, 2026 ("Term"). Franchisee shall not enter into individual service agreements with Industrial customers that extend beyond the Term of this Agreement. Franchisee agrees, in accordance with the covenants and agreements contained in this Agreement, to provide said services.

3. NON-EXCLUSIVE FRANCHISE (NEF) FEE PAYMENTS TO CITY

Franchisee shall pay to City Non-Exclusive Franchise (NEF) fees of twelve percent (12%) of Gross Billings ("NEF Fee(s)") for the privilege of engaging in the business of collecting, hauling, and transporting Industrial Refuse to its destination. All Container and equipment rental charges and overweight charges are to be included in the gross billings for each Industrial Customer. Franchisee shall report Gross Billings and Franchise Fee amounts to the City specified in Exhibit C.

4. SB 1383 IMPLEMENTATION FEE PAYMENTS TO THE CITY

Franchisee shall pay to the City a fee of two (2%) of Gross Billings ("SB 1383 Implementation Fee(s)") for the implementation, monitoring, and activities incurred by the City and as required by SB 1383. Franchisee shall report Gross Billings and Franchise Fee amounts to the City specified in Exhibit C.

5. SCOPE OF SERVICES

Franchisee shall perform those services set forth in the Scope of Services which are attached as Exhibit B hereto and incorporated as though fully set forth herein.

6. PERFORMANCE SCHEDULE

Franchisee shall perform those Services specified in Exhibit B within the time stated in Exhibit B. Time is expressly made of the essence with respect to each and every term and provision of this Agreement.

7. WARRANTY

Franchisee expressly warrants that (a) all materials and services covered by this Agreement shall be fit for the purpose intended, shall be free from defect, and shall

conform to the specifications, requirements and instructions set forth in the Scope of Services; (b) it will perform Services in compliance with all applicable laws and regulations; and (c) it will use qualified personnel to perform Services in a professional and workmanlike manner. Franchisee agrees to promptly replace or correct any incomplete, inaccurate or defective Services at no further cost to City when defects are due to the negligence, errors or omissions of Franchisee. If Franchisee fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Franchisee for the cost incurred by City.

8. QUALIFICATIONS OF FRANCHISEE - STANDARD OF CARE

Franchisee represents and maintains that it has the necessary expertise and skill to perform the Services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Franchisee's representations regarding its skills and knowledge. Franchisee shall perform such Services and duties in conformance to and consistent with the highest industry standards.

9. NOTICE OF FAILURE TO PERFORM AND LIQUIDATED DAMAGES

- A. Notice of Failure to Perform. City may give written notice to Franchisee for failure to perform any Services or to comply with the terms of this Agreement. In the notice, City shall also identify allowable Franchisee period of compliance and any applicable liquidated damages to be assessed.
- B. Liquidated Damages for Failure to Meet Standards. Franchisee agrees to pay (as liquidated damages and not as a penalty) the amounts set forth in Section 9 of Exhibit B – Scope of Work.
- C. Procedure for Assessment of Liquidated Damages. City may assess liquidated damages for each calendar day or event, as appropriate, that Franchisee is determined to be liable in accordance with this Agreement. All liquidated damages must be paid within 30 days of invoice receipt, unless they are associated with failure to meet appropriate diversion rates per material type, in which case, those liquidated damages will be automatically calculated and included in the NEF Hauler Quarterly Report.

10. CHANGE IN LAW OR CHANGE IN SCOPE

City reserves the right to implement Changes in Scope as a result of any applicable Change in Law that require modifications in Franchisee's obligations under this Agreement.

11. BUSINESS TAX LICENSE REQUIRED

Franchisee must comply with Santa Clara City Code section 3.40.060, as that section may be amended from time to time or renumbered, which requires that any person who transacts or carries on any business in the City of Santa Clara pay business license tax to City. A business tax certificate may be obtained by

completing a Business Tax Application Form online at <https://business.santaclaraca.gov/Apply/GettingStarted/BusinessLicense> and paying the applicable fee at the Santa Clara City Hall Municipal Services Division.

12. TERMINATION

- A. Termination for Convenience. City shall have the right to terminate this Agreement, without cause or penalty, by giving not less than thirty (30) days' prior written notice to Franchisee.
- B. Termination for Default. If Franchisee fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice to Franchisee.
- C. Upon termination, each Party shall assist the other in arranging an orderly transfer and close-out of services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, Franchisee will deliver to City all City information or material that Franchisee has in its possession.

13. ASSIGNMENT AND SUBCONTRACTING

City and Franchisee bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Franchisee shall not hire sub-franchisees or subcontractors without express written permission from City.

Franchisee shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Franchisee is for the acts and omissions of persons directly employed by it.

14. NO THIRD PARTY BENEFICIARY

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

15. AGENCY & CONTROL

Franchisee and all person(s) employed by or contracted with Franchisee to furnish labor and/or materials under this Agreement do not act as agent(s) or employee(s) of City. Franchisee has full rights to manage its employees in their performance of Services under this Agreement.

16. CONFIDENTIALITY OF MATERIAL

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for Franchisee and all other written information submitted to

Franchisee in connection with the performance of this Agreement shall be held confidential by Franchisee and shall not, without the prior written consent of City, be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Franchisee which is otherwise known to Franchisee or becomes generally known to the related industry shall be deemed confidential.

17. OWNERSHIP OF MATERIAL

All material, which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports, designs, technology, programming, works of authorship and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of City but Franchisee may retain and use copies thereof. City shall not be limited in any way or at any time in its use of said material. However, Franchisee shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to, the release of this material to third parties.

18. RIGHT OF CITY TO INSPECT RECORDS OF FRANCHISEE

Franchisee shall keep and maintain full and complete records in Franchisee's local office showing all City Industrial Refuse collection business transacted. Such records shall be available in Franchisee's offices for audit and inspection at any and all reasonable times upon request or demand of the City Manager or her/his designee. The records shall include customer account name, service address, gross billings and cubic yards of service per week for garbage, recycling, and organics. The City may also request and inspect all disposal and processing weight tickets associated with any of the services provided under this agreement. The records must be kept on file for a period of three (3) years following the expiration or termination of this Agreement. Records shall be provided with an electronic copy of the database in a format that allows to sort, group, and analyze Franchisee's data.

Failure to maintain adequate records and keep them on file for a period of three (3) years following expiration or termination of this Agreement, whichever occurs first, shall be cause for City to conduct, or hire an independent accounting firm to conduct, an extensive audit of Franchisee's available records and Franchisee's industrial customers' records to determine if additional NEF Fee payments are due to City ("Waste Audit"). The costs of any Waste Audit shall be borne by Franchisee.

Prior to conducting a Waste Audit, City shall give Franchisee written notice of deficiencies in record keeping and Franchisee shall have thirty (30) calendar days to cure the default. If the default is not cured within the time allotted, City shall have the right to conduct said Waste Audit and to also recover the cost of the Waste Audit in addition to any unpaid NEF Fee payments plus interest at the rate of one and one quarter percent (1.25%) per month simple interest within fifteen (15) days

of receipt of Waste Audit report and billing by Franchisee. Failure to maintain adequate records as required constitutes cause for termination of this Agreement.

19. HOLD HARMLESS/INDEMNIFICATION

- A. To the extent permitted by law, Franchisee agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, in any manner arising from, or alleged to arise in whole or in part from, or in any way connected with the Services performed by Franchisee pursuant to this Agreement – including claims of any kind by Franchisee's employees or persons contracting with Franchisee to perform any portion of the Scope of Services – and shall expressly include passive or active negligence by City connected with the Services. However, the obligation to indemnify shall not apply if such liability is ultimately adjudicated to have arisen through the sole active negligence or sole willful misconduct of City; the obligation to defend is not similarly limited.
- B. Franchisee's obligation to protect, defend, indemnify, and hold harmless in full City and City's employees, shall specifically extend to any and all employment-related claims of any type brought by employees, contractors, subcontractors or other agents of Franchisee, against City (either alone, or jointly with Franchisee), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought.
- C. To the extent Franchisee is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, Franchisee warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Franchisee's responsibilities under the Act.

20. INSURANCE REQUIREMENTS

During the term of this Agreement, and for any time period set forth in Exhibit D, Franchisee shall provide and maintain in full force and effect, at no cost to City, insurance policies as set forth in Exhibit D.

21. WAIVER

Franchisee agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement. Neither City's review, acceptance nor payments for any of the Services required under this Agreement shall be constructed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

22. NOTICES

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara
Attention: Public Works Department – Environmental Programs
1700 Walsh Avenue
Santa Clara, CA 95050
and by e-mail at: environment@santaclaraca.gov, and
manager@santaclaraca.gov

And to Franchisee addressed as follows:

R&D Mendes Enterprises Inc dba Accurate Cleaning Systems
802 Industrial Drive # 200
Hollister, CA 95023
and by e-mail at diane@acscleanup.net

The workday the e-mail was sent shall control the date notice was deemed given. An e-mail transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following business day.

23. COMPLIANCE WITH LAWS

Franchisee shall comply with all applicable laws and regulations of the federal, state and local government, including but not limited to “The Code of the City of Santa Clara, California” (“SCCC”). In particular, Franchisee’s attention is called to the regulations regarding the Accumulation, Transportation and Disposal of Solid Waste (SCCC Chapter 8.25), Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), and Business Tax Certificate (SCCC section 3.40.060), as such Chapters or Sections may be amended from time to time or renumbered. Additionally, Franchisee has read and agrees to comply with City’s Ethical Standards (<http://santaclaraca.gov/home/showdocument?id=58299>).

24. CONFLICTS OF INTEREST

Franchisee certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Franchisee and that no person associated with Franchisee has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Franchisee is familiar with the provisions of California Government Code section 87100 and following, and certifies that it does not know of any facts which would violate these code provisions. Franchisee will advise City if a conflict arises.

25. FAIR EMPLOYMENT

Franchisee shall not discriminate against any employee or applicant for employment because of race, sex, color, religion, religious creed, national origin,

ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state or local law.

26. NO USE OF CITY NAME OR EMBLEM

Franchisee shall not use City's name, insignia, or emblem, or distribute any information related to services under this Agreement in any magazine, trade paper, newspaper, website, or on its vehicles or equipment, or other medium without express written consent of City.

27. GOVERNING LAW AND VENUE

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

28. SEVERABILITY CLAUSE

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

29. AMENDMENTS

This Agreement may only be modified by a written amendment duly authorized and executed by the Parties to this Agreement.

30. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

31. EXECUTION

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form: _____

Dated: _____

Office of the City Attorney
City of Santa Clara

DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

R&D MENDES ENTERPRISES INC DBA ACCURATE CLEANING SYSTEMS
a California Corporation

Dated: 11/16/2021
By (Signature): *Diane Mendes*
Name: Diane Mendes
Title: Corporate Secretary
Principal Place of Business Address: 802 Industrial Drive #200
Hollister, CA 95023
Email Address: diane@acscleanup.net
Telephone: (831) 636-9767
Fax: N/A

"FRANCHISEE"

EXHIBIT A

DEFINITIONS

Terms used in this Agreement shall have the following meanings. The singular of any definition shall include the plural and the plural shall include the singular.

1. AB 341. Chapter 12.8 (commencing with Section 42649) of Part 3 of Division 30 of the Public Resources Code, as it may be amended and as implemented by the regulations of CalRecycle.
2. AB 1826. Chapter 12.9 (commencing with Section 42649.8) of Part 3 of Division 30 of the California Public Resources Code, as it may be amended and as implemented by the regulations of CalRecycle.
3. Alternative Daily Cover (ADC). The layer of compacted material that is placed on top of a day's deposition of waste at an operational landfill site that provides odor reduction and a firm base to operate large equipment. For reporting purposes of this Agreement, ADC is classified as Garbage.
4. Anaerobic Digestion. A series of processes in which microorganisms break down biodegradable material in the absence of oxygen to produce biogas.
5. Beneficial Reuse. The byproduct materials, such as compost overs and biosolids, from processing at a Material Recovery Facility. Residual is not defined as Beneficial Reuse.
6. Bundled Services. The required service the Franchisee must provide to all regular customers including the collection of Garbage, Recyclables, and Organic Waste. Individual customer accounts receiving only Temporary Debris Box service from the Franchisee are exempt from this requirement.
7. Collector. Any exclusive or nonexclusive franchise hauling contractor duly authorized by the City Council to collect, transport and dispose of Refuse under specific contract terms with the City.
8. Commercial. The designated zoning for commercial, professional office (OA), or general office (OG) development as shown on the official Zoning Map of the City of Santa Clara.
9. Composting. The biological degradation and transformation of Organic Waste under controlled conditions designed to promote aerobic decomposition at a solid waste facility. For the purposes of this Agreement, composting may also mean the biological degradation of Organic Waste in animal feed.
10. Construction and Demolition Debris (C&D). A broad spectrum of recoverable materials associated with construction and demolition activities including, but not limited to concrete, asphalt, dirt, lumber, roofing materials, sheet rock, green waste, bricks, rock, and metal. C&D Debris can further be defined as Mixed C&D

wherein all C&D materials are collected in the same Container or as Source Separated C&D wherein the individual material described above are collected in separate Containers.

11. Container. All types of receptacles serviced by Franchisee under this Agreement, including but not limited to carts, front-load roll-off bins, drop body debris bins, and compactors.
12. Customer. Any persons or company contracted with Franchisee for the collection and processing or disposal of Refuse in the Industrial Zone.
13. Disposal. The act of delivering material to a Landfill or Material Recovery Facility.
14. Exclusive Franchise Area. All properties in the City not zoned for an "Industrial" use, which can only be serviced by a Collector with an exclusive franchise agreement that is approved by the City Council.
15. Food Waste. Unused and discarded solid food products/scraps including, but not limited to vegetables, fruits, meat, fish, shells bones, cheese, bread, paper-based tea bags and coffee grounds. Food Waste is an Organic Waste.
16. Garbage. All materials that are not recycled and are disposed of or used as alternative daily cover in a landfill, or destroyed by incineration. Garbage does not include Recoverable Materials.
17. Gross Billings. All revenue amounts charged by Franchisee for the provision of services pursuant to this Agreement. Gross Billings include Container rental charges, equipment rental charges, overweight charges, and any charges recovered or collected by Franchisee for the purposes of collecting franchise fees.
18. Industrial. A parcel of real property designated as being located in an industrial zoning district, (MP), (ML) or (MH), as shown on the Official Zoning Map of the City of Santa Clara. A map of the industrial-zoned areas of the city is available at the following web address:
<https://map.santaclaraca.gov/public/index.html?viewer=regional>
19. Industrial Refuse. All classes of solid wastes generated in the industrial zoning districts of City, including all waste matter and materials, putrescible or non-putrescible, solid or liquid wastes, except sewage, whether combustible or non-combustible, and including garbage, rubbish, and recyclables, and excluding hazardous wastes.
20. Landfill. A permitted solid waste disposal facility that is used for the disposal of Garbage.
21. Material Recovery Facility (MRF). A facility that processes Refuse or mixed debris for the purpose of removing recoverable materials for recycling, composting, anaerobic digestion, or animal feed.

22. Mixed Construction and Demolition Debris. The act of collecting all C&D materials into the same Container that is then brought to a Material Recovery Facility for recovery. Mixed C&D achieves a lower Recovery Rate than separating C&D materials into different Containers.
23. Mixed Use Zoning. A property zoned for mixed use (MU), master planned community (MC), or planned development (PD) as shown on the official Zoning Map of the City of Santa Clara.
24. Mixed Waste. Refuse that is collected as a commingled stream of garbage, Organic Waste, and other Recyclables for the purpose of delivery to a Mixed Waste Processing facility.
25. Mixed Waste Processing. A system that accepts a mixed solid waste stream and separates out designated recyclable materials through a combination of manual and mechanical sorting.
26. Non-Exclusive Franchise (NEF) Fee. A fee paid to City on a Quarterly basis that is calculated as twelve percent (12%) of Gross Billings.
27. Organic Waste. Organic materials, including, but not limited to, materials generated from tree trimmings, shrubbery, pruning, vegetable garden waste, dead plants, weeds, leaves, grass clippings, Food Waste, non-food vegetative matter, soiled paper and cardboard that decomposes biologically.
28. Quarter. A three (3) month period, or portion thereof, ending the last day of the following months: March, June, September, and December.
29. Recoverable Material. All materials that have the potential to be recovered from Refuse Containers for recycling, composting, anaerobic digestion, or animal feed processes. This material includes, but is not limited to: green waste, food waste, plastics, glass, white paper, newspaper, mixed paper, cardboard, electronics, scrap metals, and miscellaneous types of construction and demolition debris.
30. Recovery Rate. The percentage of total incoming refuse to a Material Recovery Facility that is recovered as recyclables. The term "recovery" may be used interchangeably with the term "diversion".
31. Recyclables. All Recoverable Material that is to be recycled and made into a new product, including compost from composting and biogas from anaerobic digestion processes, as opposed to recoverable material that is disposed of as Garbage.
32. Recycling. The process of collecting, sorting, cleansing, treating, and reconstituting materials that would otherwise become garbage and returning them for use or reuse in the form of raw materials for new, used, or reconstituted products.

33. Refuse. All classes of solid wastes generated in the City, including all waste matter and materials, putrescible or non-putrescible, solid or liquid wastes, except sewage, whether combustible or non-combustible, including garbage and recoverable material, and excluding hazardous wastes. The term "Refuse" may be used interchangeably with the term "solid waste".
34. Residential. Any property used for residential purposes, regardless of its zoning designation.
35. Residual. The left over material that cannot be converted to Composted material at a composting operation, to biogas in an anaerobic digestion process, to animal feed at applicable facilities, or cannot be recycled at a Material Recovery Facility. Residual is Garbage for the purposes of this agreement.
36. SB 1383. Chapter 13.1 (commencing with Section 42652) of Part 3 of Division 30 of the California Public Resources Code, as it may be amended and as implemented by the regulations of CalRecycle, together with Sections 39730.5 through 39730.8 of the California Health and Safety Code, as they may be amended.
37. SB 1383 Implemenation Fee. A fee paid to City on a Quarterly basis that is calculated as two percent (2%) of Gross Billings.
38. Single-Stream Recycling. A recycling program offered by Franchisee in which customers place multiple types of non-construction and demolition recoverable materials in a single Container that is designated specifically for recyclables and is taken to a Material Recovery Facility for processing.
39. Source Separated Construction and Demolition Debris. The act of collecting C&D materials into different Containers based on material type that are then brought to a Material Recovery Facility for recovery. Source Separated C&D achieves a higher Recovery Rate than Mixed C&D materials.
40. Source Separated Recycling. Recyclable material that is separated by the customer and placed into Containers designated for recycling single specific types of Recoverable Materials, including Construction and Demolition Debris.
41. Temporary Debris Box Service. Debris box service delivered to one physical address for a period of under 90 days.
42. Waste Audit. Franchisee supplied certified report of amounts of recoverable material and garbage for specific customers who may be required by City per terms and conditions described herein.

EXHIBIT B SCOPE OF SERVICES

Franchisee's duties and obligations pursuant to any Services it performs under this Agreement are set forth below.

1. MANDATORY SERVICES

- A. Franchisees that provide bin or cart service, compactor service or regular scheduled debris box service must provide Bundled Services that are inclusive of collecting Garbage, Recyclables, and Organic Waste to each customer account subscribing to two (2) cubic yards of any solid waste per week or more. The City retains the right to, at any time and in its sole discretion, lower the threshold in response to future CalRecycle action. All other customers served via this Agreement must receive Garbage and Recycling services, regardless of their service level. Franchisee may provide Mixed Waste Processing in lieu of Bundled Services. Franchisee must deliver co-mingled material to a MRF with a Recovery Rate greater than or equal to 45% as measured on the same Quarterly schedule as the NEF Fee payments. Individual customer accounts receiving only Temporary Debris Box services from the Franchisee are exempt from this requirement.
- B. Franchisee must dispose collected materials at facilities meeting the following minimum requirements for each type of collected waste stream:
 - 1) Garbage:
 - a. If collected as a single stream material as part of Bundled Services as described in this agreement may be taken to Landfill.
 - b. If collected as part of a co-mingled stream shall be taken to a Mixed Waste Processing Facility with a Recovery Rate above 45%.
 - 2) Mixed C&D: MRF with a Recovery Rate above 45% for Mixed C&D materials.
 - 3) Source Separated C&D: MRF with a Recovery Rate above 90% for source separated C&D materials.
 - 4) Recyclables: MRF with a Recovery Rate above 65%.
 - 5) Organic Waste: MRF with a Recovery Rate above 65% including use of non-residual byproducts, such as compost overs and biosolids, for Beneficial Reuse.
- C. Franchisee must follow best management practices for outreach and education of customers including developing and distributing public education and outreach material which include recommendations to

increase recycling and decrease landfilling annually. Franchisee must also inform and educate customers on best practices for recycling and waste reduction at the time of service. Franchisee must inform customers of City's mandatory Recycling and Organic Waste Recycling requirements and the requirements of state laws AB 341 and AB 1826, and other applicable state laws and must provide records and examples of outreach by January 30th of each year.

- D. Franchisee shall submit the number of customer accounts subject to City's mandatory Recycling and Organic Waste Recycling requirements by January 30th of each year to City.
- E. Franchisee shall report the total number of Commercial accounts subject to AB 341 and AB 1826 serviced and the number of Containers, Container sizes, and frequency of collection for Garbage, Recycling, and Organic Waste by January 30th of each year to City.
- F. All requests for waivers and exemptions described under AB 341, AB 1826, and SB 1383 must be forwarded to City staff for review.

2. FRANCHISEE'S OBLIGATIONS AND HOURS OF OPERATION

- A. Restrictions for Exclusive Franchise Area(s) (EFA)
Franchisee shall not charge for the collection and disposal of Refuse or Recyclables at properties in an EFA in the City unless authorized by separate franchise agreement with the City. Franchisee may collect only Recyclables from an EFA at no charge or fee to customer, including any hauling, bin rental, equipment rental, management, or similar service charge or fees. Any Recyclables set-out for collection must be placed in separately marked Containers provided and owned by the Franchisee, and shall not be contaminated by Garbage.
- B. Hours of Operation
All collections shall be made as quietly as possible, without unnecessary noise, disturbance, or commotion. Collections from any premises within 300 feet of or adjacent to Residential areas, collections shall not commence prior to 7:00 a.m.
- C. Zoning Changes
The zoning designation of individual properties is subject to change during the term of this Agreement. It is the responsibility of the Franchisee to review the zoning designation for its customers. A map of the industrial-zoned areas of the City is available at the following web address:
<https://map.santaclaraca.gov/public/index.html?viewer=regional>
In the event that a property changes its zoning designation to a non-Industrial use (as indicated on the aforementioned map), Franchisee must provide the customer notice that Franchisee will discontinue service within

thirty (30) days of notice. For properties that are zoned in an EFA, Franchisee will be permitted to provide services if Franchisee is an otherwise approved Collector for the EFA.

D. Conflicts with Franchisee Customer Agreements

If any provision contained in this Agreement conflicts with any provisions contained in an agreement between Franchisee and its customers, the provisions contained in this Agreement shall govern and control.

3. QUARTERLY AND ANNUAL REPORTING TO CITY

- A. Franchisee shall file with City's Director of Finance and forward a copy to City's Environmental Program Manager, for each Quarter's reporting period (or portion thereof), a written statement certifying the total Gross Billings for Industrial Refuse and Recycling issued during the period and total number of customers for which such statement is rendered and filed. Said statement shall be due within thirty (30) calendar days following the end of each Quarter. Each statement shall be executed and submitted on the report form provided by the City in Excel format entitled "NEF HAULER QUARTERLY REPORT" (Exhibit C).
- B. Each certifying written statement filed with City's Director of Finance shall be accompanied by the NEF Fee payment equal to twelve percent (12%) of the Gross Billings certified. NEF Fee payments shall be delinquent on the thirty-first (31st) calendar day following the completion of the reporting period. Delinquent NEF Fee payments shall bear interest, commencing from the date of delinquency, at the rate of one and one quarter percent (1.25%) per month, or part thereof, simple interest in addition to penalties described in Exhibit B, Scope of Services, Section 9, Liquidated Damages, herein. Failure to report and/or pay in a timely manner for more than one Quarter, or failure to pay constitutes cause for termination of this Agreement per terms of Exhibit B, Scope of Services, Section 9, Liquidated Damages.
- C. Each quarterly report shall include the SB 1383 Implementation Fee of 2% of total Gross Billings.
- D. Each quarterly report shall include the number of customers that receive weekly Bundled Services as well as the number of Temporary Debris Box Service customers, as applicable.
- E. A Franchisee with a total reportable Gross Billings in excess of one hundred thousand (\$100,000) dollars per year shall submit annually, a report and an opinion by an independent certified public accountant that the Franchisees records were examined and the quarterly reports were a fair and accurate representation of the Gross Billings and NEF Fees owed to City. Said report and opinion shall be filed within one hundred (100) days after the end of the Franchisee's fiscal year.

- F. A Franchisee providing Recycling services without charge or compensation or for which customers are paid for materials must submit a quarterly report as described in Exhibit C, listing the volume or tons diverted from customers within the City and certifying that no charges were made from customers for Recycling service or Container rental.
- G. City may conduct an audit of Franchisee's Gross Billings to ensure that the correct NEF Fee payments are being paid during specified quarters. Franchisee must provide City a summary of customer gross billings within thirty (30) days of request. Customer records to be provided shall include:
 - 1) Customer name;
 - 2) Billing address;
 - 3) Collection address (if different from billing address);
 - 4) Gross Billings for all services provided to customers in the Industrial Zone;
 - 5) NEF Franchise Fees paid to City; and
 - 6) Weekly Industrial Refuse service levels including size of Container and frequency.
- H. Franchisee will be subject to liquidated damages for failing to comply.
- I. Franchisee's quarterly reporting to City shall correspond to quantities reported as required per State of California Regulatory Code Title 14, Division 7, Article 9.2, Disposal Reporting System. Any discrepancies noted by City in writing to Franchisee shall be explained and documentation provided in a timely manner. Franchisee shall provide quarterly report to City of all Industrial Refuse and recoverable material taken to, and City material/ Industrial Refuse removed from, a transfer station or location where Industrial Refuse is temporally deposited and/or processed before larger vehicles take material to its end destination, MRF, Composting facility, Anaerobic Digestion facility, Landfill, or any other processing facilities(s).

4. COLLECTION EQUIPMENT - DESCRIPTION AND MARKING.

- A. Franchisee undertakes and agrees to carry out and perform the obligations of this Agreement in a sanitary, good, and professional manner. All Industrial Refuse collected by Franchisee shall be transported in collection equipment, so constructed and so loaded that there will not be any leakage or dropping of refuse or recyclable material therefrom. Industrial Refuse, when placed in any such vehicle and during its passage to its destination, shall be suitably enclosed so as to prevent spillage. Collection equipment shall be uniformly painted and numbered, and shall have Contractor's name and the vehicle number painted in contrasting colors on each side and on the rear of the vehicle. All Containers shall be clearly marked with the Franchisee's name and phone number.

- B. Franchisee may furnish City-approved, detachable metal or plastic Containers to customers. Franchisee shall be responsible for the general repair and upkeep of Containers that it furnishes to Customers. Franchisee shall repair, repaint or touch-up such Containers as required, but not less than once every two years, and shall maintain such Containers in a sanitary non-leaking condition. Graffiti must be removed from Containers within forty-eight (48) hours of notification by City or customer. Franchisee's firm name and telephone number shall be indicated clearly on the surface of the bin or Container. Containers designated for Recyclables shall be labeled with the type(s) of material(s) to be placed therein. Labels shall be placed on each Container or lid provided to customers and must specify which materials are acceptable and unacceptable in the Container in written or graphic form.
- C. Any new Containers provided by Contractor to customers shall follow the following color requirements for Container lid and/or bin: green for Organic Waste, blue for Recyclables, and gray/black for Garbage. All Containers shall prominently display the type of designated material for source separation allowed to be placed in each Container. Labels must represent acceptable versus unacceptable items in written or graphic form as approved by the City.

5. COVERED LOADS AND LITTER ASSOCIATED WITH HAULING ACTIVITIES.

All Solid Waste collected by Franchisee shall be conveyed in modern collection equipment, so constructed and so loaded that there will not be any leakage or spillage of Solid Waste therefrom. Franchisee shall use reasonable and proper care in the handling of all Solid Waste collected so that none of said material is spilled either on private property or on streets or alleys. Franchisee shall be responsible for ensuring all Containers are covered during transportation to a recycling or disposal facility. Franchisee shall be responsible for ensuring that trash from its solid waste collection vehicle is being littered during transport. Franchisee is required to pick up litter generated from all hauling operations.

6. COMPLIANCE WITH AIR RESOURCES BOARD REGULATIONS

Franchisee shall maintain compliance with all applicable air pollution control laws during the entire period of this Agreement.

7. OWNERSHIP AND DISPOSAL OF INDUSTRIAL REFUSE

All Industrial Refuse collected by Franchisee shall become the property of Franchisee immediately upon the collection thereof, and shall immediately be removed and conveyed to its destination. Industrial Refuse collected by Franchisee shall be transported to a legally permitted Recycling, Composting, Anaerobic Digestion, or Landfill disposal facility. Nothing in this Agreement shall be construed to grant permission to Franchisee to dispose of collected Industrial Refuse at City's designated landfill site at City's preferred disposal rate for exclusive franchise Refuse.

8. LANDFILL TIP FEES

Franchisee is responsible for paying all applicable landfill tip fees on Industrial Refuse collected in City, even if the Industrial Refuse is transported to a Disposal facility outside of Santa Clara County where the fee is not collected at the gate. These fees include, but are not limited to, the Solid Waste Planning Fee and the AB 939 Implementation Fee.

9. LIQUIDATED DAMAGES

It shall be the duty of Franchisee to perform services under this Agreement in such a manner as to implement practices, policies, and procedures designed to achieve the goals set forth in the Agreement. Franchisee agrees its failure to perform the services as set forth in the Agreement would cause City damage. City and Franchisee mutually agree that making a precise determination of the amount of City's damage as a result of Franchisee's failure would be impractical and/or extremely difficult. Therefore, the parties agree that, in the event such a failure, Franchisee shall pay to City as liquidated damages the amounts listed below, in addition to any other rights or remedies available to City to enforce the Agreement. For the purposes of this Section, unless specifically stated, an occurrence refers to a single instance of collection at a particular site.

| # | Description | Reference | Amount |
|---|---|----------------|--|
| 1 | Failure to provide bundled services to weekly service customers | Exhibit B, § 1 | \$125 per customer per occurrence |
| 2 | Failure to meet specified diversion rates | Exhibit B, § 1 | \$50.00 per ton of material sent to facility that does not meet specified diversion rate. |
| 3 | Failure to comply with hours of operation in industrial areas within 300 feet of residential areas | Exhibit B, § 2 | \$500.00 per occurrence |
| 4 | Set out and collection of Refuse Container (cans, carts, bins, or debris boxes) in the City of Santa Clara outside of permitted areas | Exhibit B, § 2 | First Violation - \$1,000.00 per occurrence. |
| | | | Second Violation Within a One-Year Period - \$1,500.00 per occurrence per collection. |
| | | | Third Violation Within a One-Year Period - \$2,000.00 per occurrence per collection and cause for Immediate Termination of Contractor's Agreement with City. |

| | | | |
|----|--|----------------|---|
| 5 | Failure to submit any required documentation for the purposes of compliance review. City shall provide written notice to Franchisee after each thirty (30) day late period extended beyond the due date. | Exhibit B, § 3 | \$50.00 per each day late first thirty (30) days |
| | | | \$100.00 per day 30-60 days late |
| | | | \$150.00 per day 60-90 days late, and the immediate termination of Contract if report is over ninety (90) days late |
| 6 | Failure to make quarterly NEF fee payment by quarterly report due date | Exhibit B, § 3 | \$50.00 per day late first three calendar days; thereafter \$100.00 per day late, or one and one-quarter (1.25%) percent per month or part thereof of fee due whichever is greater. |
| 7 | Failure to timely submit fully completed quarterly report | Exhibit B, § 3 | \$125.00 per day late |
| 8 | Failure to maintain contactor name and phone number on Containers or remove graffiti within forty-eight (48) hours of notification | Exhibit B, § 4 | \$200.00 per occurrence |
| 9 | Failure to clean up litter spills from hauling operations or failure to cover loads during transportation. | Exhibit B, § 5 | \$125.00 per occurrence |
| 10 | Each failure to clean up spill or leakage of oil, hydraulic fluid, coolant, or other fluid from any collection vehicle used by Franchisee | Exhibit B, § 5 | \$500.00 per occurrence |
| 11 | Failure to submit quarterly reports using the form provided by the City | Exhibit C | \$500.00 per occurrence. |
| 12 | Failure to submit and maintain insurance certificates in full compliance with the requirements set forth in Section 13 of Exhibit "D" | Exhibit D | \$100.00 per day out of compliance |

EXHIBIT C

NEF HAULER QUARTERLY REPORT

| | |
|---|--|
| Mail Certificate and Payment to: City of Santa Clara; Accounting Services 1500 Warburton Avenue Santa Clara, CA 95050 | Submit certificate only to: Karin Hickey, Environmental Programs Manager 1700 Walsh Avenue, Santa Clara, CA 95050 Or email: Environment@SantaClaraCA.gov |
|---|--|

| | | |
|---------------------|----------------|---------------------|
| <u>Company Name</u> | <u>Quarter</u> | <u>Year</u> |
| <u>Contact Name</u> | <u>Title</u> | <u>Phone Number</u> |

PART I - TONNAGE, RECOVERY RATE AND GROSS BILLINGS SUMMARY

Please include all amounts billed to the customer for the service provided in calculation of gross billings, including but not limited to, fees charged to the customer, overweight charges, surcharges, etc. Include all tons/volume collected during the reporting quarter including recycling services without charge or compensation or for which customers are paid for materials.

| Material | Total Tons | Facility | Recovery Rate | Gross Billings |
|----------------------------------|------------|----------|---------------|----------------|
| Garbage to landfill | | | 0% | |
| Garbage as Mixed Waste to MRF | | | | |
| Mixed C&D Debris | | | | |
| Source-Separated C&D Debris | | | | |
| Recyclables | | | | |
| Organic Waste (incl. yard waste) | | | | |
| Other services | | | | |
| Total Gross Billings | | | | \$ - |

PART II - LIQUIDATED DAMAGES

The following liquidated damages are automatically calculated based on the failure to meet specific diversion requirements as set forth in the Exhibit B - Scope of Work.

\$ -

PART III - FRANCHISE & SB1383 IMPLEMENTATION FEES

| | |
|--|--|
| \$ - | \$ - |
| Franchise Fees (12% of gross billings) | SB1383 Implementation Fee (2% of gross billings) |
| Total amount owed to the City: \$ - | |

PART IV - NUMBER OF CUSTOMER ACCOUNTS

| Report every quarter | Report on Q4 of each year (due every Jan 30) |
|---------------------------------|--|
| Bundled weekly service accounts | Accounts subject to AB 341* |
| Temporary debris box accounts | Accounts subject to AB 1826* |

I declare under penalty of perjury that I have examined the appropriate records and believe the information to be true, correct, and complete; that I will maintain these records in my office for review by the City, and that I am authorized to fill out and submit this report to the City of Santa Clara.

☐ By checking the box I agree that my electronic signature is the legal equivalent of my manual signature.

Declarant Signature

Date

EXHIBIT D

INSURANCE REQUIREMENTS

COMMERCIAL GENERAL LIABILITY INSURANCE

Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:

- \$1,000,000 each occurrence
- \$1,000,000 general aggregate
- \$1,000,000 products/completed operations aggregate
- \$1,000,000 personal injury

Exact structure and layering of the coverage shall be left to the discretion of Franchisee; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.

The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Franchisee to comply with the insurance requirements of this Agreement:

Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;

There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and

Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01, with minimum policy limits of not less than one million dollars (\$1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned, non-owned and hired autos. The Automobile Liability Policy shall be endorsed to include Pollution Liability coverage. Pollution Liability coverage can be provided pursuant to the contract using form ISO Form CA 99 48 03 06.

WORKERS' COMPENSATION

Workers' Compensation Insurance Policy as required by statute and employer's liability with the following limits: at least one million dollars (\$1,000,000) policy limit Illness/Injury by disease, and one million dollars (\$1,000,000) for each Accident/Bodily Injury.

The indemnification and hold harmless obligations of Franchisee included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Franchisee or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).

This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Franchisee's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85 or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.

Primary and non-contributing. Each insurance policy provided by Franchisee shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the indemnitied may possess, including any self-insurance or self-insured retention they may have. Any other insurance indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Franchisee's insurance.

Cancellation.

Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.

Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.

Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through D of this Exhibit C, above.

ADDITIONAL INSURANCE RELATED PROVISIONS

Franchisee and City agree as follows:

Franchisee agrees to ensure that subcontractors, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by Franchisee, provide the same minimum insurance coverage required of Contractor, except as with respect to limits. Franchisee agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Franchisee agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.

Franchisee agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Franchisee for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

The City reserves the right to withhold payments from the Franchisee in the event of material noncompliance with the insurance requirements set forth in this Agreement.

EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Franchisee, and each and every subcontractor (of every tier) shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Franchisee shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

EVIDENCE OF COMPLIANCE

Franchisee or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its

representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Franchisee shall submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be mailed to:

EBIX Inc.

City of Santa Clara Public Works Department

P.O. Box 100085 – S2 or 1 Ebix Way

Duluth, GA 30096

John's Creek, GA 30097

Telephone number: 951-766-2280

Fax number: 770-325-0409

Email address: ctsantaclara@ebix.com

QUALIFYING INSURERS

All of the insurance companies providing insurance for Franchisee shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by City or its insurance compliance representatives.

EBIX Insurance No. *S200000091

**NON-EXCLUSIVE FRANCHISE AGREEMENT FOR THE COLLECTION OF
INDUSTRIAL REFUSE
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
RECOLOGY SOUTH BAY**

PREAMBLE

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Recology South Bay, a California corporation, (Franchisee). City and Franchisee may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

- A. City desires to grant a franchisee, pursuant to Code of the City of Santa Clara Section 8.25.190, to perform the services more fully described in this Agreement, at Exhibit B, entitled "Scope of Services".
- B. Franchisee represents that it has the professional qualifications, expertise, necessary licenses, and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City in accordance with City Code; and,
- C. The Parties have specified herein the terms and conditions City will grant a franchise to Franchisee for the non-exclusive right to collect, transport, recycle, process, and dispose Industrial Refuse from properties zoned for Industrial use in the City of Santa Clara; and
- D. It is deemed to be to the mutual advantage of the Parties for Franchisee to provide the services specified herein for the industrial community, and promote the health, safety, and welfare of all City residents.

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AGREEMENT DOCUMENTS

The documents forming the entire Agreement between City and Franchisee shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference:

Exhibit A – Definitions

Exhibit B – Scope of Services

Exhibit C – NEF Hauler Quarterly Report**Exhibit D – Insurance Requirements**

This Agreement, including the Exhibits set forth above, contains all the agreements, representations, and understandings of the Parties, and supersedes and replaces any previous agreements, representations and understandings, whether oral or written. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control.

2. GRANT OF NON-EXCLUSIVE FRANCHISE

City hereby grants to Franchisee a non-exclusive right to collect, transport, recycle, process, and dispose Industrial Refuse from properties zoned for Industrial use in the City of Santa Clara for the period commencing on January 1, 2022 and terminating on December 31, 2026 ("Term"). Franchisee shall not enter into individual service agreements with Industrial customers that extend beyond the Term of this Agreement. Franchisee agrees, in accordance with the covenants and agreements contained in this Agreement, to provide said services.

3. NON-EXCLUSIVE FRANCHISE (NEF) FEE PAYMENTS TO CITY

Franchisee shall pay to City Non-Exclusive Franchise (NEF) fees of twelve percent (12%) of Gross Billings ("NEF Fee(s)") for the privilege of engaging in the business of collecting, hauling, and transporting Industrial Refuse to its destination. All Container and equipment rental charges and overweight charges are to be included in the gross billings for each Industrial Customer. Franchisee shall report Gross Billings and Franchise Fee amounts to the City specified in Exhibit C.

4. SB 1383 IMPLEMENTATION FEE PAYMENTS TO THE CITY

Franchisee shall pay to the City a fee of two (2%) of Gross Billings ("SB 1383 Implementation Fee(s)") for the implementation, monitoring, and activities incurred by the City and as required by SB 1383. Franchisee shall report Gross Billings and Franchise Fee amounts to the City specified in Exhibit C.

5. SCOPE OF SERVICES

Franchisee shall perform those services set forth in the Scope of Services which are attached as Exhibit B hereto and incorporated as though fully set forth herein.

6. PERFORMANCE SCHEDULE

Franchisee shall perform those Services specified in Exhibit B within the time stated in Exhibit B. Time is expressly made of the essence with respect to each and every term and provision of this Agreement.

7. WARRANTY

Franchisee expressly warrants that (a) all materials and services covered by this Agreement shall be fit for the purpose intended, shall be free from defect, and shall

conform to the specifications, requirements and instructions set forth in the Scope of Services; (b) it will perform Services in compliance with all applicable laws and regulations; and (c) it will use qualified personnel to perform Services in a professional and workmanlike manner. Franchisee agrees to promptly replace or correct any incomplete, inaccurate or defective Services at no further cost to City when defects are due to the negligence, errors or omissions of Franchisee. If Franchisee fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Franchisee for the cost incurred by City.

8. QUALIFICATIONS OF FRANCHISEE - STANDARD OF CARE

Franchisee represents and maintains that it has the necessary expertise and skill to perform the Services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Franchisee's representations regarding its skills and knowledge. Franchisee shall perform such Services and duties in conformance to and consistent with the highest industry standards.

9. NOTICE OF FAILURE TO PERFORM AND LIQUIDATED DAMAGES

- A. Notice of Failure to Perform. City may give written notice to Franchisee for failure to perform any Services or to comply with the terms of this Agreement. In the notice, City shall also identify allowable Franchisee period of compliance and any applicable liquidated damages to be assessed.
- B. Liquidated Damages for Failure to Meet Standards. Franchisee agrees to pay (as liquidated damages and not as a penalty) the amounts set forth in Section 9 of Exhibit B – Scope of Work.
- C. Procedure for Assessment of Liquidated Damages. City may assess liquidated damages for each calendar day or event, as appropriate, that Franchisee is determined to be liable in accordance with this Agreement. All liquidated damages must be paid within 30 days of invoice receipt, unless they are associated with failure to meet appropriate diversion rates per material type, in which case, those liquidated damages will be automatically calculated and included in the NEF Hauler Quarterly Report.

10. CHANGE IN LAW OR CHANGE IN SCOPE

City reserves the right to implement Changes in Scope as a result of any applicable Change in Law that require modifications in Franchisee's obligations under this Agreement.

11. BUSINESS TAX LICENSE REQUIRED

Franchisee must comply with Santa Clara City Code section 3.40.060, as that section may be amended from time to time or renumbered, which requires that any person who transacts or carries on any business in the City of Santa Clara pay business license tax to City. A business tax certificate may be obtained by

completing a Business Tax Application Form online at <https://business.santaclaraca.gov/Apply/GettingStarted/BusinessLicense> and paying the applicable fee at the Santa Clara City Hall Municipal Services Division.

12. TERMINATION

- A. Termination for Convenience. City shall have the right to terminate this Agreement, without cause or penalty, by giving not less than thirty (30) days' prior written notice to Franchisee.
- B. Termination for Default. If Franchisee fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice to Franchisee.
- C. Upon termination, each Party shall assist the other in arranging an orderly transfer and close-out of services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, Franchisee will deliver to City all City information or material that Franchisee has in its possession.

13. ASSIGNMENT AND SUBCONTRACTING

City and Franchisee bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Franchisee shall not hire sub-franchisees or subcontractors without express written permission from City.

Franchisee shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Franchisee is for the acts and omissions of persons directly employed by it.

14. NO THIRD PARTY BENEFICIARY

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

15. AGENCY & CONTROL

Franchisee and all person(s) employed by or contracted with Franchisee to furnish labor and/or materials under this Agreement do not act as agent(s) or employee(s) of City. Franchisee has full rights to manage its employees in their performance of Services under this Agreement.

16. CONFIDENTIALITY OF MATERIAL

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for Franchisee and all other written information submitted to

Franchisee in connection with the performance of this Agreement shall be held confidential by Franchisee and shall not, without the prior written consent of City, be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Franchisee which is otherwise known to Franchisee or becomes generally known to the related industry shall be deemed confidential.

17. OWNERSHIP OF MATERIAL

All material, which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports, designs, technology, programming, works of authorship and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of City but Franchisee may retain and use copies thereof. City shall not be limited in any way or at any time in its use of said material. However, Franchisee shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to, the release of this material to third parties.

18. RIGHT OF CITY TO INSPECT RECORDS OF FRANCHISEE

Franchisee shall keep and maintain full and complete records in Franchisee's local office showing all City Industrial Refuse collection business transacted. Such records shall be available in Franchisee's offices for audit and inspection at any and all reasonable times upon request or demand of the City Manager or her/his designee. The records shall include customer account name, service address, gross billings and cubic yards of service per week for garbage, recycling, and organics. The City may also request and inspect all disposal and processing weight tickets associated with any of the services provided under this agreement. The records must be kept on file for a period of three (3) years following the expiration or termination of this Agreement. Records shall be provided with an electronic copy of the database in a format that allows to sort, group, and analyze Franchisee's data.

Failure to maintain adequate records and keep them on file for a period of three (3) years following expiration or termination of this Agreement, whichever occurs first, shall be cause for City to conduct, or hire an independent accounting firm to conduct, an extensive audit of Franchisee's available records and Franchisee's industrial customers' records to determine if additional NEF Fee payments are due to City ("Waste Audit"). The costs of any Waste Audit shall be borne by Franchisee.

Prior to conducting a Waste Audit, City shall give Franchisee written notice of deficiencies in record keeping and Franchisee shall have thirty (30) calendar days to cure the default. If the default is not cured within the time allotted, City shall have the right to conduct said Waste Audit and to also recover the cost of the Waste Audit in addition to any unpaid NEF Fee payments plus interest at the rate of one and one quarter percent (1.25%) per month simple interest within fifteen (15) days

of receipt of Waste Audit report and billing by Franchisee. Failure to maintain adequate records as required constitutes cause for termination of this Agreement.

19. HOLD HARMLESS/INDEMNIFICATION

- A. To the extent permitted by law, Franchisee agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, in any manner arising from, or alleged to arise in whole or in part from, or in any way connected with the Services performed by Franchisee pursuant to this Agreement – including claims of any kind by Franchisee's employees or persons contracting with Franchisee to perform any portion of the Scope of Services – and shall expressly include passive or active negligence by City connected with the Services. However, the obligation to indemnify shall not apply if such liability is ultimately adjudicated to have arisen through the sole active negligence or sole willful misconduct of City; the obligation to defend is not similarly limited.
- B. Franchisee's obligation to protect, defend, indemnify, and hold harmless in full City and City's employees, shall specifically extend to any and all employment-related claims of any type brought by employees, contractors, subcontractors or other agents of Franchisee, against City (either alone, or jointly with Franchisee), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought.
- C. To the extent Franchisee is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, Franchisee warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Franchisee's responsibilities under the Act.

20. INSURANCE REQUIREMENTS

During the term of this Agreement, and for any time period set forth in Exhibit D, Franchisee shall provide and maintain in full force and effect, at no cost to City, insurance policies as set forth in Exhibit D.

21. WAIVER

Franchisee agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement. Neither City's review, acceptance nor payments for any of the Services required under this Agreement shall be constructed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

22. NOTICES

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara
Attention: Public Works Department – Environmental Programs
1700 Walsh Avenue
Santa Clara, CA 95050
and by e-mail at: environment@santaclaraca.gov, and
manager@santaclaraca.gov

And to Franchisee addressed as follows:

Recology South Bay
1675 Rogers Avenue
San Jose, CA 95112
and by e-mail at jzirelli@recology.com

The workday the e-mail was sent shall control the date notice was deemed given. An e-mail transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following business day.

23. COMPLIANCE WITH LAWS

Franchisee shall comply with all applicable laws and regulations of the federal, state and local government, including but not limited to “The Code of the City of Santa Clara, California” (“SCCC”). In particular, Franchisee’s attention is called to the regulations regarding the Accumulation, Transportation and Disposal of Solid Waste (SCCC Chapter 8.25), Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), and Business Tax Certificate (SCCC section 3.40.060), as such Chapters or Sections may be amended from time to time or renumbered. Additionally, Franchisee has read and agrees to comply with City’s Ethical Standards (<http://santaclaraca.gov/home/showdocument?id=58299>).

24. CONFLICTS OF INTEREST

Franchisee certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Franchisee and that no person associated with Franchisee has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Franchisee is familiar with the provisions of California Government Code section 87100 and following, and certifies that it does not know of any facts which would violate these code provisions. Franchisee will advise City if a conflict arises.

25. FAIR EMPLOYMENT

Franchisee shall not discriminate against any employee or applicant for employment because of race, sex, color, religion, religious creed, national origin,

ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state or local law.

26. NO USE OF CITY NAME OR EMBLEM

Franchisee shall not use City's name, insignia, or emblem, or distribute any information related to services under this Agreement in any magazine, trade paper, newspaper, website, or on its vehicles or equipment, or other medium without express written consent of City.

27. GOVERNING LAW AND VENUE

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

28. SEVERABILITY CLAUSE

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

29. AMENDMENTS

This Agreement may only be modified by a written amendment duly authorized and executed by the Parties to this Agreement.

30. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

31. EXECUTION

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

Dated: _____

Office of the City Attorney
City of Santa Clara

DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

RECOLOGY SOUTH BAY
a California Corporation

Dated: 11/11/2021 | 3:18 PM PST

DocuSigned by:

By (Signature):

Salvatore M. Coniglio

Name: Salvatore Coniglio

Title: Chief Executive Officer

Principal Place of Business Address: 1675 Rogers Avenue
San Jose, CA 95112

Email Address: jzirelli@recology.com

Telephone: (408) 368-1776

Fax: N/A

"FRANCHISEE"

EXHIBIT A DEFINITIONS

Terms used in this Agreement shall have the following meanings. The singular of any definition shall include the plural and the plural shall include the singular.

1. AB 341. Chapter 12.8 (commencing with Section 42649) of Part 3 of Division 30 of the Public Resources Code, as it may be amended and as implemented by the regulations of CalRecycle.
2. AB 1826. Chapter 12.9 (commencing with Section 42649.8) of Part 3 of Division 30 of the California Public Resources Code, as it may be amended and as implemented by the regulations of CalRecycle.
3. Alternative Daily Cover (ADC). The layer of compacted material that is placed on top of a day's deposition of waste at an operational landfill site that provides odor reduction and a firm base to operate large equipment. For reporting purposes of this Agreement, ADC is classified as Garbage.
4. Anaerobic Digestion. A series of processes in which microorganisms break down biodegradable material in the absence of oxygen to produce biogas.
5. Beneficial Reuse. The byproduct materials, such as compost overs and biosolids, from processing at a Material Recovery Facility. Residual is not defined as Beneficial Reuse.
6. Bundled Services. The required service the Franchisee must provide to all regular customers including the collection of Garbage, Recyclables, and Organic Waste. Individual customer accounts receiving only Temporary Debris Box service from the Franchisee are exempt from this requirement.
7. Collector. Any exclusive or nonexclusive franchise hauling contractor duly authorized by the City Council to collect, transport and dispose of Refuse under specific contract terms with the City.
8. Commercial. The designated zoning for commercial, professional office (OA), or general office (OG) development as shown on the official Zoning Map of the City of Santa Clara.
9. Composting. The biological degradation and transformation of Organic Waste under controlled conditions designed to promote aerobic decomposition at a solid waste facility. For the purposes of this Agreement, composting may also mean the biological degradation of Organic Waste in animal feed.
10. Construction and Demolition Debris (C&D). A broad spectrum of recoverable materials associated with construction and demolition activities including, but not limited to concrete, asphalt, dirt, lumber, roofing materials, sheet rock, green waste, bricks, rock, and metal. C&D Debris can further be defined as Mixed C&D

wherein all C&D materials are collected in the same Container or as Source Separated C&D wherein the individual material described above are collected in separate Containers.

11. Container. All types of receptacles serviced by Franchisee under this Agreement, including but not limited to carts, front-load roll-off bins, drop body debris bins, and compactors.
12. Customer. Any persons or company contracted with Franchisee for the collection and processing or disposal of Refuse in the Industrial Zone.
13. Disposal. The act of delivering material to a Landfill or Material Recovery Facility.
14. Exclusive Franchise Area. All properties in the City not zoned for an "Industrial" use, which can only be serviced by a Collector with an exclusive franchise agreement that is approved by the City Council.
15. Food Waste. Unused and discarded solid food products/scraps including, but not limited to vegetables, fruits, meat, fish, shells bones, cheese, bread, paper-based tea bags and coffee grounds. Food Waste is an Organic Waste.
16. Garbage. All materials that are not recycled and are disposed of or used as alternative daily cover in a landfill, or destroyed by incineration. Garbage does not include Recoverable Materials.
17. Gross Billings. All revenue amounts charged by Franchisee for the provision of services pursuant to this Agreement. Gross Billings include Container rental charges, equipment rental charges, overweight charges, and any charges recovered or collected by Franchisee for the purposes of collecting franchise fees.
18. Industrial. A parcel of real property designated as being located in an industrial zoning district, (MP), (ML) or (MH), as shown on the Official Zoning Map of the City of Santa Clara. A map of the industrial-zoned areas of the city is available at the following web address:
<https://map.santaclaraca.gov/public/index.html?viewer=regional>
19. Industrial Refuse. All classes of solid wastes generated in the industrial zoning districts of City, including all waste matter and materials, putrescible or non-putrescible, solid or liquid wastes, except sewage, whether combustible or non-combustible, and including garbage, rubbish, and recyclables, and excluding hazardous wastes.
20. Landfill. A permitted solid waste disposal facility that is used for the disposal of Garbage.
21. Material Recovery Facility (MRF). A facility that processes Refuse or mixed debris for the purpose of removing recoverable materials for recycling, composting, anaerobic digestion, or animal feed.

22. **Mixed Construction and Demolition Debris.** The act of collecting all C&D materials into the same Container that is then brought to a Material Recovery Facility for recovery. Mixed C&D achieves a lower Recovery Rate than separating C&D materials into different Containers.
23. **Mixed Use Zoning.** A property zoned for mixed use (MU), master planned community (MC), or planned development (PD) as shown on the official Zoning Map of the City of Santa Clara.
24. **Mixed Waste.** Refuse that is collected as a commingled stream of garbage, Organic Waste, and other Recyclables for the purpose of delivery to a Mixed Waste Processing facility.
25. **Mixed Waste Processing.** A system that accepts a mixed solid waste stream and separates out designated recyclable materials through a combination of manual and mechanical sorting.
26. **Non-Exclusive Franchise (NEF) Fee.** A fee paid to City on a Quarterly basis that is calculated as twelve percent (12%) of Gross Billings.
27. **Organic Waste.** Organic materials, including, but not limited to, materials generated from tree trimmings, shrubbery, pruning, vegetable garden waste, dead plants, weeds, leaves, grass clippings, Food Waste, non-food vegetative matter, soiled paper and cardboard that decomposes biologically.
28. **Quarter.** A three (3) month period, or portion thereof, ending the last day of the following months: March, June, September, and December.
29. **Recoverable Material.** All materials that have the potential to be recovered from Refuse Containers for recycling, composting, anaerobic digestion, or animal feed processes. This material includes, but is not limited to: green waste, food waste, plastics, glass, white paper, newspaper, mixed paper, cardboard, electronics, scrap metals, and miscellaneous types of construction and demolition debris.
30. **Recovery Rate.** The percentage of total incoming refuse to a Material Recovery Facility that is recovered as recyclables. The term “recovery” may be used interchangeably with the term “diversion”.
31. **Recyclables.** All Recoverable Material that is to be recycled and made into a new product, including compost from composting and biogas from anaerobic digestion processes, as opposed to recoverable material that is disposed of as Garbage.
32. **Recycling.** The process of collecting, sorting, cleansing, treating, and reconstituting materials that would otherwise become garbage and returning them for use or reuse in the form of raw materials for new, used, or reconstituted products.

33. Refuse. All classes of solid wastes generated in the City, including all waste matter and materials, putrescible or non-putrescible, solid or liquid wastes, except sewage, whether combustible or non-combustible, including garbage and recoverable material, and excluding hazardous wastes. The term "Refuse" may be used interchangeably with the term "solid waste".
34. Residential. Any property used for residential purposes, regardless of its zoning designation.
35. Residual. The left over material that cannot be converted to Composted material at a composting operation, to biogas in an anaerobic digestion process, to animal feed at applicable facilities, or cannot be recycled at a Material Recovery Facility. Residual is Garbage for the purposes of this agreement.
36. SB 1383. Chapter 13.1 (commencing with Section 42652) of Part 3 of Division 30 of the California Public Resources Code, as it may be amended and as implemented by the regulations of CalRecycle, together with Sections 39730.5 through 39730.8 of the California Health and Safety Code, as they may be amended.
37. SB 1383 Implemenation Fee. A fee paid to City on a Quarterly basis that is calculated as two percent (2%) of Gross Billings.
38. Single-Stream Recycling. A recycling program offered by Franchisee in which customers place multiple types of non-construction and demolition recoverable materials in a single Container that is designated specifically for recyclables and is taken to a Material Recovery Facility for processing.
39. Source Separated Construction and Demolition Debris. The act of collecting C&D materials into different Containers based on material type that are then brought to a Material Recovery Facility for recovery. Source Separated C&D achieves a higher Recovery Rate than Mixed C&D materials.
40. Source Separated Recycling. Recyclable material that is separated by the customer and placed into Containers designated for recycling single specific types of Recoverable Materials, including Construction and Demolition Debris.
41. Temporary Debris Box Service. Debris box service delivered to one physical address for a period of under 90 days.
42. Waste Audit. Franchisee supplied certified report of amounts of recoverable material and garbage for specific customers who may be required by City per terms and conditions described herein.

EXHIBIT B SCOPE OF SERVICES

Franchisee's duties and obligations pursuant to any Services it performs under this Agreement are set forth below.

1. MANDATORY SERVICES

- A. Franchisees that provide bin or cart service, compactor service or regular scheduled debris box service must provide Bundled Services that are inclusive of collecting Garbage, Recyclables, and Organic Waste to each customer account subscribing to two (2) cubic yards of any solid waste per week or more. The City retains the right to, at any time and in its sole discretion, lower the threshold in response to future CalRecycle action. All other customers served via this Agreement must receive Garbage and Recycling services, regardless of their service level. Franchisee may provide Mixed Waste Processing in lieu of Bundled Services. Franchisee must deliver co-mingled material to a MRF with a Recovery Rate greater than or equal to 45% as measured on the same Quarterly schedule as the NEF Fee payments. Individual customer accounts receiving only Temporary Debris Box services from the Franchisee are exempt from this requirement.
- B. Franchisee must dispose collected materials at facilities meeting the following minimum requirements for each type of collected waste stream:
 - 1) Garbage:
 - a. If collected as a single stream material as part of Bundled Services as described in this agreement may be taken to Landfill.
 - b. If collected as part of a co-mingled stream shall be taken to a Mixed Waste Processing Facility with a Recovery Rate above 45%.
 - 2) Mixed C&D: MRF with a Recovery Rate above 45% for Mixed C&D materials.
 - 3) Source Separated C&D: MRF with a Recovery Rate above 90% for source separated C&D materials.
 - 4) Recyclables: MRF with a Recovery Rate above 65%.
 - 5) Organic Waste: MRF with a Recovery Rate above 65% including use of non-residual byproducts, such as compost overs and biosolids, for Beneficial Reuse.
- C. Franchisee must follow best management practices for outreach and education of customers including developing and distributing public education and outreach material which include recommendations to

increase recycling and decrease landfilling annually. Franchisee must also inform and educate customers on best practices for recycling and waste reduction at the time of service. Franchisee must inform customers of City's mandatory Recycling and Organic Waste Recycling requirements and the requirements of state laws AB 341 and AB 1826, and other applicable state laws and must provide records and examples of outreach by January 30th of each year.

- D. Franchisee shall submit the number of customer accounts subject to City's mandatory Recycling and Organic Waste Recycling requirements by January 30th of each year to City.
- E. Franchisee shall report the total number of Commercial accounts subject to AB 341 and AB 1826 serviced and the number of Containers, Container sizes, and frequency of collection for Garbage, Recycling, and Organic Waste by January 30th of each year to City.
- F. All requests for waivers and exemptions described under AB 341, AB 1826, and SB 1383 must be forwarded to City staff for review.

2. FRANCHISEE'S OBLIGATIONS AND HOURS OF OPERATION

- A. **Restrictions for Exclusive Franchise Area(s) (EFA)**
Franchisee shall not charge for the collection and disposal of Refuse or Recyclables at properties in an EFA in the City unless authorized by separate franchise agreement with the City. Franchisee may collect only Recyclables from an EFA at no charge or fee to customer, including any hauling, bin rental, equipment rental, management, or similar service charge or fees. Any Recyclables set-out for collection must be placed in separately marked Containers provided and owned by the Franchisee, and shall not be contaminated by Garbage.
- B. **Hours of Operation**
All collections shall be made as quietly as possible, without unnecessary noise, disturbance, or commotion. Collections from any premises within 300 feet of or adjacent to Residential areas, collections shall not commence prior to 7:00 a.m.
- C. **Zoning Changes**
The zoning designation of individual properties is subject to change during the term of this Agreement. It is the responsibility of the Franchisee to review the zoning designation for its customers. A map of the industrial-zoned areas of the City is available at the following web address:
<https://map.santaclaraca.gov/public/index.html?viewer=regional>
In the event that a property changes its zoning designation to a non-Industrial use (as indicated on the aforementioned map), Franchisee must provide the customer notice that Franchisee will discontinue service within

thirty (30) days of notice. For properties that are zoned in an EFA, Franchisee will be permitted to provide services if Franchisee is an otherwise approved Collector for the EFA.

D. Conflicts with Franchisee Customer Agreements

If any provision contained in this Agreement conflicts with any provisions contained in an agreement between Franchisee and its customers, the provisions contained in this Agreement shall govern and control.

3. QUARTERLY AND ANNUAL REPORTING TO CITY

- A. Franchisee shall file with City's Director of Finance and forward a copy to City's Environmental Program Manager, for each Quarter's reporting period (or portion thereof), a written statement certifying the total Gross Billings for Industrial Refuse and Recycling issued during the period and total number of customers for which such statement is rendered and filed. Said statement shall be due within thirty (30) calendar days following the end of each Quarter. Each statement shall be executed and submitted on the report form provided by the City in Excel format entitled "NEF HAULER QUARTERLY REPORT" (Exhibit C).
- B. Each certifying written statement filed with City's Director of Finance shall be accompanied by the NEF Fee payment equal to twelve percent (12%) of the Gross Billings certified. NEF Fee payments shall be delinquent on the thirty-first (31st) calendar day following the completion of the reporting period. Delinquent NEF Fee payments shall bear interest, commencing from the date of delinquency, at the rate of one and one quarter percent (1.25%) per month, or part thereof, simple interest in addition to penalties described in Exhibit B, Scope of Services, Section 9, Liquidated Damages, herein. Failure to report and/or pay in a timely manner for more than one Quarter, or failure to pay constitutes cause for termination of this Agreement per terms of Exhibit B, Scope of Services, Section 9, Liquidated Damages.
- C. Each quarterly report shall include the SB 1383 Implementation Fee of 2% of total Gross Billings.
- D. Each quarterly report shall include the number of customers that receive weekly Bundled Services as well as the number of Temporary Debris Box Service customers, as applicable.
- E. A Franchisee with a total reportable Gross Billings in excess of one hundred thousand (\$100,000) dollars per year shall submit annually, a report and an opinion by an independent certified public accountant that the Franchisees records were examined and the quarterly reports were a fair and accurate representation of the Gross Billings and NEF Fees owed to City. Said report and opinion shall be filed within one hundred (100) days after the end of the Franchisee's fiscal year.

- F. A Franchisee providing Recycling services without charge or compensation or for which customers are paid for materials must submit a quarterly report as described in Exhibit C, listing the volume or tons diverted from customers within the City and certifying that no charges were made from customers for Recycling service or Container rental.
- G. City may conduct an audit of Franchisee's Gross Billings to ensure that the correct NEF Fee payments are being paid during specified quarters. Franchisee must provide City a summary of customer gross billings within thirty (30) days of request. Customer records to be provided shall include:
 - 1) Customer name;
 - 2) Billing address;
 - 3) Collection address (if different from billing address);
 - 4) Gross Billings for all services provided to customers in the Industrial Zone;
 - 5) NEF Franchise Fees paid to City; and
 - 6) Weekly Industrial Refuse service levels including size of Container and frequency.
- H. Franchisee will be subject to liquidated damages for failing to comply.
- I. Franchisee's quarterly reporting to City shall correspond to quantities reported as required per State of California Regulatory Code Title 14, Division 7, Article 9.2, Disposal Reporting System. Any discrepancies noted by City in writing to Franchisee shall be explained and documentation provided in a timely manner. Franchisee shall provide quarterly report to City of all Industrial Refuse and recoverable material taken to, and City material/ Industrial Refuse removed from, a transfer station or location where Industrial Refuse is temporally deposited and/or processed before larger vehicles take material to its end destination, MRF, Composting facility, Anaerobic Digestion facility, Landfill, or any other processing facilities(s).

4. COLLECTION EQUIPMENT - DESCRIPTION AND MARKING.

- A. Franchisee undertakes and agrees to carry out and perform the obligations of this Agreement in a sanitary, good, and professional manner. All Industrial Refuse collected by Franchisee shall be transported in collection equipment, so constructed and so loaded that there will not be any leakage or dropping of refuse or recyclable material therefrom. Industrial Refuse, when placed in any such vehicle and during its passage to its destination, shall be suitably enclosed so as to prevent spillage. Collection equipment shall be uniformly painted and numbered, and shall have Contractor's name and the vehicle number painted in contrasting colors on each side and on the rear of the vehicle. All Containers shall be clearly marked with the Franchisee's name and phone number.

- B. Franchisee may furnish City-approved, detachable metal or plastic Containers to customers. Franchisee shall be responsible for the general repair and upkeep of Containers that it furnishes to Customers. Franchisee shall repair, repaint or touch-up such Containers as required, but not less than once every two years, and shall maintain such Containers in a sanitary non-leaking condition. Graffiti must be removed from Containers within forty-eight (48) hours of notification by City or customer. Franchisee's firm name and telephone number shall be indicated clearly on the surface of the bin or Container. Containers designated for Recyclables shall be labeled with the type(s) of material(s) to be placed therein. Labels shall be placed on each Container or lid provided to customers and must specify which materials are acceptable and unacceptable in the Container in written or graphic form.
- C. Any new Containers provided by Contractor to customers shall follow the following color requirements for Container lid and/or bin: green for Organic Waste, blue for Recyclables, and gray/black for Garbage. All Containers shall prominently display the type of designated material for source separation allowed to be placed in each Container. Labels must represent acceptable versus unacceptable items in written or graphic form as approved by the City.

5. COVERED LOADS AND LITTER ASSOCIATED WITH HAULING ACTIVITIES.

All Solid Waste collected by Franchisee shall be conveyed in modern collection equipment, so constructed and so loaded that there will not be any leakage or spillage of Solid Waste therefrom. Franchisee shall use reasonable and proper care in the handling of all Solid Waste collected so that none of said material is spilled either on private property or on streets or alleys. Franchisee shall be responsible for ensuring all Containers are covered during transportation to a recycling or disposal facility. Franchisee shall be responsible for ensuring that trash from its solid waste collection vehicle is being littered during transport. Franchisee is required to pick up litter generated from all hauling operations.

6. COMPLIANCE WITH AIR RESOURCES BOARD REGULATIONS

Franchisee shall maintain compliance with all applicable air pollution control laws during the entire period of this Agreement.

7. OWNERSHIP AND DISPOSAL OF INDUSTRIAL REFUSE

All Industrial Refuse collected by Franchisee shall become the property of Franchisee immediately upon the collection thereof, and shall immediately be removed and conveyed to its destination. Industrial Refuse collected by Franchisee shall be transported to a legally permitted Recycling, Composting, Anaerobic Digestion, or Landfill disposal facility. Nothing in this Agreement shall be construed to grant permission to Franchisee to dispose of collected Industrial Refuse at City's designated landfill site at City's preferred disposal rate for exclusive franchise Refuse.

8. LANDFILL TIP FEES

Franchisee is responsible for paying all applicable landfill tip fees on Industrial Refuse collected in City, even if the Industrial Refuse is transported to a Disposal facility outside of Santa Clara County where the fee is not collected at the gate. These fees include, but are not limited to, the Solid Waste Planning Fee and the AB 939 Implementation Fee.

9. LIQUIDATED DAMAGES

It shall be the duty of Franchisee to perform services under this Agreement in such a manner as to implement practices, policies, and procedures designed to achieve the goals set forth in the Agreement. Franchisee agrees its failure to perform the services as set forth in the Agreement would cause City damage. City and Franchisee mutually agree that making a precise determination of the amount of City's damage as a result of Franchisee's failure would be impractical and/or extremely difficult. Therefore, the parties agree that, in the event such a failure, Franchisee shall pay to City as liquidated damages the amounts listed below, in addition to any other rights or remedies available to City to enforce the Agreement. For the purposes of this Section, unless specifically stated, an occurrence refers to a single instance of collection at a particular site.

| # | Description | Reference | Amount |
|---|---|----------------|--|
| 1 | Failure to provide bundled services to weekly service customers | Exhibit B, § 1 | \$125 per customer per occurrence |
| 2 | Failure to meet specified diversion rates | Exhibit B, § 1 | \$50.00 per ton of material sent to facility that does not meet specified diversion rate. |
| 3 | Failure to comply with hours of operation in industrial areas within 300 feet of residential areas | Exhibit B, § 2 | \$500.00 per occurrence |
| 4 | Set out and collection of Refuse Container (cans, carts, bins, or debris boxes) in the City of Santa Clara outside of permitted areas | Exhibit B, § 2 | First Violation - \$1,000.00 per occurrence. |
| | | | Second Violation Within a One-Year Period - \$1,500.00 per occurrence per collection. |
| | | | Third Violation Within a One-Year Period - \$2,000.00 per occurrence per collection and cause for Immediate Termination of Contractor's Agreement with City. |

| | | | |
|----|--|----------------|---|
| 5 | Failure to submit any required documentation for the purposes of compliance review. City shall provide written notice to Franchisee after each thirty (30) day late period extended beyond the due date. | Exhibit B, § 3 | \$50.00 per each day late first thirty (30) days |
| | | | \$100.00 per day 30-60 days late |
| | | | \$150.00 per day 60-90 days late, and the immediate termination of Contract if report is over ninety (90) days late |
| 6 | Failure to make quarterly NEF fee payment by quarterly report due date | Exhibit B, § 3 | \$50.00 per day late first three calendar days; thereafter \$100.00 per day late, or one and one-quarter (1.25%) percent per month or part thereof of fee due whichever is greater. |
| 7 | Failure to timely submit fully completed quarterly report | Exhibit B, § 3 | \$125.00 per day late |
| 8 | Failure to maintain contactor name and phone number on Containers or remove graffiti within forty-eight (48) hours of notification | Exhibit B, § 4 | \$200.00 per occurrence |
| 9 | Failure to clean up litter spills from hauling operations or failure to cover loads during transportation. | Exhibit B, § 5 | \$125.00 per occurrence |
| 10 | Each failure to clean up spill or leakage of oil, hydraulic fluid, coolant, or other fluid from any collection vehicle used by Franchisee | Exhibit B, § 5 | \$500.00 per occurrence |
| 11 | Failure to submit quarterly reports using the form provided by the City | Exhibit C | \$500.00 per occurrence. |
| 12 | Failure to submit and maintain insurance certificates in full compliance with the requirements set forth in Section 13 of Exhibit "D" | Exhibit D | \$100.00 per day out of compliance |

EXHIBIT C NEF HAULER QUARTERLY REPORT

| | |
|---|--|
| Mail Certificate and Payment to: City of Santa Clara; Accounting Services 1500 Warburton Avenue Santa Clara, CA 95050 | Submit certificate only to: Karin Hickey, Environmental Programs Manager 1700 Walsh Avenue, Santa Clara, CA 95050 Or email: Environment@SantaClaraCA.gov |
|---|--|

| | | |
|--------------|---------|--------------|
| Company Name | Quarter | Year |
| Contact Name | Title | Phone Number |

PART I - TONNAGE, RECOVERY RATE AND GROSS BILLINGS SUMMARY

Please include all amounts billed to the customer for the service provided in calculation of gross billings, including but not limited to, fees charged to the customer, overweight charges, surcharges, etc. Include all tons/volume collected during the reporting quarter including recycling services without charge or compensation or for which customers are paid for materials.

| Material | Total Tons | Facility | Recovery Rate | Gross Billings |
|----------------------------------|------------|----------|---------------|----------------|
| Garbage to landfill | | | 0% | |
| Garbage as Mixed Waste to MRF | | | | |
| Mixed C&D Debris | | | | |
| Source-Separated C&D Debris | | | | |
| Recyclables | | | | |
| Organic Waste (incl. yard waste) | | | | |
| Other services | | | | |
| Total Gross Billings | | | | \$ - |

PART II - LIQUIDATED DAMAGES

The following liquidated damages are automatically calculated based on the failure to meet specific diversion requirements as set forth in the Exhibit B - Scope of Work.

\$ -

PART III - FRANCHISE & SB1383 IMPLEMENTATION FEES

| | |
|--|--|
| \$ - | \$ - |
| Franchise Fees (12% of gross billings) | SB1383 Implementation Fee (2% of gross billings) |
| Total amount owed to the City: | \$ - |

PART IV - NUMBER OF CUSTOMER ACCOUNTS

| Report every quarter | Report on Q4 of each year (due every Jan 30) |
|---------------------------------------|--|
| Bundled weekly service accounts _____ | Accounts subject to AB 341* _____ |
| Temporary debris box accounts _____ | Accounts subject to AB 1826* _____ |

I declare under penalty of perjury that I have examined the appropriate records and believe the information to be true, correct, and complete; that I will maintain these records in my office for review by the City, and that I am authorized to fill out and submit this report to the City of Santa Clara.

☐ By checking the box I agree that my electronic signature is the legal equivalent of my manual signature.

| | |
|---------------------|------|
| Declarant Signature | Date |
|---------------------|------|

EXHIBIT D INSURANCE REQUIREMENTS

COMMERCIAL GENERAL LIABILITY INSURANCE

Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:

- \$1,000,000 each occurrence
- \$1,000,000 general aggregate
- \$1,000,000 products/completed operations aggregate
- \$1,000,000 personal injury

Exact structure and layering of the coverage shall be left to the discretion of Franchisee; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.

The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Franchisee to comply with the insurance requirements of this Agreement:

Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;

There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and

Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01, with minimum policy limits of not less than one million dollars (\$1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned, non-owned and hired autos. The Automobile Liability Policy shall be endorsed to include Pollution Liability coverage. Pollution Liability coverage can be provided pursuant to the contract using form ISO Form CA 99 48 03 06.

WORKERS' COMPENSATION

Workers' Compensation Insurance Policy as required by statute and employer's liability with the following limits: at least one million dollars (\$1,000,000) policy limit Illness/Injury by disease, and one million dollars (\$1,000,000) for each Accident/Bodily Injury.

The indemnification and hold harmless obligations of Franchisee included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Franchisee or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).

This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Franchisee's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85 or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.

Primary and non-contributing. Each insurance policy provided by Franchisee shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the indemnitied may possess, including any self-insurance or self-insured retention they may have. Any other insurance indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Franchisee's insurance.

Cancellation.

Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.

Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.

Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through D of this Exhibit C, above.

ADDITIONAL INSURANCE RELATED PROVISIONS

Franchisee and City agree as follows:

Franchisee agrees to ensure that subcontractors, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by Franchisee, provide the same minimum insurance coverage required of Contractor, except as with respect to limits. Franchisee agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Franchisee agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.

Franchisee agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Franchisee for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

The City reserves the right to withhold payments from the Franchisee in the event of material noncompliance with the insurance requirements set forth in this Agreement.

EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Franchisee, and each and every subcontractor (of every tier) shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Franchisee shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

EVIDENCE OF COMPLIANCE

Franchisee or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its

representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Franchisee shall submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be mailed to:

EBIX Inc.
City of Santa Clara Public Works Department
P.O. Box 100085 – S2 or 1 Ebix Way
Duluth, GA 30096 John's Creek, GA 30097

Telephone number: 951-766-2280
Fax number: 770-325-0409
Email address: ctsantaclara@ebix.com

QUALIFYING INSURERS

All of the insurance companies providing insurance for Franchisee shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by City or its insurance compliance representatives.

**NON-EXCLUSIVE FRANCHISE AGREEMENT FOR THE COLLECTION OF
INDUSTRIAL REFUSE
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
ALLIED WASTE SERVICES OF NORTH AMERICA, LLC DBA REPUBLIC SERVICES
OF SANTA CLARA COUNTY**

PREAMBLE

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Allied Waste Services of North America, LLC dba Republic Services of Santa Clara County, a California corporation, (Franchisee). City and Franchisee may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

- A. City desires to grant a franchisee, pursuant to Code of the City of Santa Clara Section 8.25.190, to perform the services more fully described in this Agreement, at Exhibit B, entitled "Scope of Services".
- B. Franchisee represents that it has the professional qualifications, expertise, necessary licenses, and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City in accordance with City Code; and,
- C. The Parties have specified herein the terms and conditions City will grant a franchise to Franchisee for the non-exclusive right to collect, transport, recycle, process, and dispose Industrial Refuse from properties zoned for Industrial use in the City of Santa Clara; and
- D. It is deemed to be to the mutual advantage of the Parties for Franchisee to provide the services specified herein for the industrial community, and promote the health, safety, and welfare of all City residents.

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AGREEMENT DOCUMENTS

The documents forming the entire Agreement between City and Franchisee shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference:

Exhibit A – Definitions

Exhibit B – Scope of Services

Exhibit C – NEF Hauler Quarterly Report

Exhibit D – Insurance Requirements

This Agreement, including the Exhibits set forth above, contains all the agreements, representations, and understandings of the Parties, and supersedes and replaces any previous agreements, representations and understandings, whether oral or written. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control.

2. GRANT OF NON-EXCLUSIVE FRANCHISE

City hereby grants to Franchisee a non-exclusive right to collect, transport, recycle, process, and dispose Industrial Refuse from properties zoned for Industrial use in the City of Santa Clara for the period commencing on January 1, 2022 and terminating on December 31, 2026 ("Term"). Franchisee shall not enter into individual service agreements with Industrial customers that extend beyond the Term of this Agreement. Franchisee agrees, in accordance with the covenants and agreements contained in this Agreement, to provide said services.

3. NON-EXCLUSIVE FRANCHISE (NEF) FEE PAYMENTS TO CITY

Franchisee shall pay to City Non-Exclusive Franchise (NEF) fees of twelve percent (12%) of Gross Billings ("NEF Fee(s)") for the privilege of engaging in the business of collecting, hauling, and transporting Industrial Refuse to its destination. All Container and equipment rental charges and overweight charges are to be included in the gross billings for each Industrial Customer. Franchisee shall report Gross Billings and Franchise Fee amounts to the City specified in Exhibit C.

4. SB 1383 IMPLEMENTATION FEE PAYMENTS TO THE CITY

Franchisee shall pay to the City a fee of two (2%) of Gross Billings ("SB 1383 Implementation Fee(s)") for the implementation, monitoring, and activities incurred by the City and as required by SB 1383. Franchisee shall report Gross Billings and Franchise Fee amounts to the City specified in Exhibit C.

5. SCOPE OF SERVICES

Franchisee shall perform those services set forth in the Scope of Services which are attached as Exhibit B hereto and incorporated as though fully set forth herein.

6. PERFORMANCE SCHEDULE

Franchisee shall perform those Services specified in Exhibit B within the time stated in Exhibit B. Time is expressly made of the essence with respect to each and every term and provision of this Agreement.

7. WARRANTY

Franchisee expressly warrants that (a) all materials and services covered by this Agreement shall be fit for the purpose intended, shall be free from defect, and shall conform to the specifications, requirements and instructions set forth in the Scope of Services; (b) it will perform Services in compliance with all applicable laws and regulations; and (c) it will use qualified personnel to perform Services in a professional and workmanlike manner. Franchisee agrees to promptly replace or correct any incomplete, inaccurate or defective Services at no further cost to City when defects are due to the negligence, errors or omissions of Franchisee. If Franchisee fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Franchisee for the cost incurred by City.

8. QUALIFICATIONS OF FRANCHISEE - STANDARD OF CARE

Franchisee represents and maintains that it has the necessary expertise and skill to perform the Services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Franchisee's representations regarding its skills and knowledge. Franchisee shall perform such Services and duties in conformance to and consistent with the highest industry standards.

9. NOTICE OF FAILURE TO PERFORM AND LIQUIDATED DAMAGES

- A. Notice of Failure to Perform. City may give written notice to Franchisee for failure to perform any Services or to comply with the terms of this Agreement. In the notice, City shall also identify allowable Franchisee period of compliance and any applicable liquidated damages to be assessed.
- B. Liquidated Damages for Failure to Meet Standards. Franchisee agrees to pay (as liquidated damages and not as a penalty) the amounts set forth in Section 9 of Exhibit B – Scope of Work.
- C. Procedure for Assessment of Liquidated Damages. City may assess liquidated damages for each calendar day or event, as appropriate, that Franchisee is determined to be liable in accordance with this Agreement. All liquidated damages must be paid within 30 days of invoice receipt, unless they are associated with failure to meet appropriate diversion rates per material type, in which case, those liquidated damages will be automatically calculated and included in the NEF Hauler Quarterly Report.

10. CHANGE IN LAW OR CHANGE IN SCOPE

City reserves the right to implement Changes in Scope as a result of any applicable Change in Law that require modifications in Franchisee's obligations under this Agreement.

11. BUSINESS TAX LICENSE REQUIRED

Franchisee must comply with Santa Clara City Code section 3.40.060, as that section may be amended from time to time or renumbered, which requires that any person who transacts or carries on any business in the City of Santa Clara pay business license tax to City. A business tax certificate may be obtained by completing a Business Tax Application Form online at <https://business.santaclaraca.gov/Apply/GettingStarted/BusinessLicense> and paying the applicable fee at the Santa Clara City Hall Municipal Services Division.

12. TERMINATION

- A. Termination for Convenience. City shall have the right to terminate this Agreement, without cause or penalty, by giving not less than thirty (30) days' prior written notice to Franchisee.
- B. Termination for Default. If Franchisee fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice to Franchisee.
- C. Upon termination, each Party shall assist the other in arranging an orderly transfer and close-out of services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, Franchisee will deliver to City all City information or material that Franchisee has in its possession.

13. ASSIGNMENT AND SUBCONTRACTING

City and Franchisee bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Franchisee shall not hire sub-franchisees or subcontractors without express written permission from City.

Franchisee shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Franchisee is for the acts and omissions of persons directly employed by it.

14. NO THIRD PARTY BENEFICIARY

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

15. AGENCY & CONTROL

Franchisee and all person(s) employed by or contracted with Franchisee to furnish labor and/or materials under this Agreement do not act as agent(s) or employee(s) of City. Franchisee has full rights to manage its employees in their performance of Services under this Agreement.

16. CONFIDENTIALITY OF MATERIAL

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for Franchisee and all other written information submitted to Franchisee in connection with the performance of this Agreement shall be held confidential by Franchisee and shall not, without the prior written consent of City, be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Franchisee which is otherwise known to Franchisee or becomes generally known to the related industry shall be deemed confidential.

17. OWNERSHIP OF MATERIAL

All material, which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports, designs, technology, programming, works of authorship and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of City but Franchisee may retain and use copies thereof. City shall not be limited in any way or at any time in its use of said material. However, Franchisee shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to, the release of this material to third parties.

18. RIGHT OF CITY TO INSPECT RECORDS OF FRANCHISEE

Franchisee shall keep and maintain full and complete records in Franchisee's local office showing all City Industrial Refuse collection business transacted. Such records shall be available in Franchisee's offices for audit and inspection at any and all reasonable times upon request or demand of the City Manager or her/his designee. The records shall include customer account name, service address, gross billings and cubic yards of service per week for garbage, recycling, and organics. The City may also request and inspect all disposal and processing weight tickets associated with any of the services provided under this agreement. The records must be kept on file for a period of three (3) years following the expiration or termination of this Agreement. Records shall be provided with an electronic copy of the database in a format that allows to sort, group, and analyze Franchisee's data.

Failure to maintain adequate records and keep them on file for a period of three (3) years following expiration or termination of this Agreement, whichever occurs

first, shall be cause for City to conduct, or hire an independent accounting firm to conduct, an extensive audit of Franchisee's available records and Franchisee's industrial customers' records to determine if additional NEF Fee payments are due to City ("Waste Audit"). The costs of any Waste Audit shall be borne by Franchisee.

Prior to conducting a Waste Audit, City shall give Franchisee written notice of deficiencies in record keeping and Franchisee shall have thirty (30) calendar days to cure the default. If the default is not cured within the time allotted, City shall have the right to conduct said Waste Audit and to also recover the cost of the Waste Audit in addition to any unpaid NEF Fee payments plus interest at the rate of one and one quarter percent (1.25%) per month simple interest within fifteen (15) days of receipt of Waste Audit report and billing by Franchisee. Failure to maintain adequate records as required constitutes cause for termination of this Agreement.

19. HOLD HARMLESS/INDEMNIFICATION

- A. To the extent permitted by law, Franchisee agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, in any manner arising from, or alleged to arise in whole or in part from, or in any way connected with the Services performed by Franchisee pursuant to this Agreement – including claims of any kind by Franchisee's employees or persons contracting with Franchisee to perform any portion of the Scope of Services – and shall expressly include passive or active negligence by City connected with the Services. However, the obligation to indemnify shall not apply if such liability is ultimately adjudicated to have arisen through the sole active negligence or sole willful misconduct of City; the obligation to defend is not similarly limited.
- B. Franchisee's obligation to protect, defend, indemnify, and hold harmless in full City and City's employees, shall specifically extend to any and all employment-related claims of any type brought by employees, contractors, subcontractors or other agents of Franchisee, against City (either alone, or jointly with Franchisee), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought.
- C. To the extent Franchisee is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, Franchisee warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Franchisee's responsibilities under the Act.

20. INSURANCE REQUIREMENTS

During the term of this Agreement, and for any time period set forth in Exhibit D Franchisee shall provide and maintain in full force and effect, at no cost to City, insurance policies as set forth in Exhibit D.

21. WAIVER

Franchisee agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement. Neither City's review, acceptance nor payments for any of the Services required under this Agreement shall be constructed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

22. NOTICES

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara
Attention: Public Works Department – Environmental Programs
1700 Walsh Avenue
Santa Clara, CA 95050
and by e-mail at: environment@santaclaraca.gov, and
manager@santaclaraca.gov

And to Franchisee addressed as follows:

Allied Waste Services of North America, LLC dba Republic Services of
Santa Clara County
1601 Dixon Landing Road
Milpitas, CA 95035
and by e-mail at dnorth@republicservices.com

The workday the e-mail was sent shall control the date notice was deemed given. An e-mail transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following business day.

23. COMPLIANCE WITH LAWS

Franchisee shall comply with all applicable laws and regulations of the federal, state and local government, including but not limited to "The Code of the City of Santa Clara, California" ("SCCC"). In particular, Franchisee's attention is called to the regulations regarding the Accumulation, Transportation and Disposal of Solid Waste (SCCC Chapter 8.25), Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), and Business Tax Certificate (SCCC section 3.40.060), as such Chapters or Sections may be amended from time to time or renumbered. Additionally, Franchisee has

read and agrees to comply with City's Ethical Standards (<http://santaclaraca.gov/home/showdocument?id=58299>).

24. CONFLICTS OF INTEREST

Franchisee certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Franchisee and that no person associated with Franchisee has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Franchisee is familiar with the provisions of California Government Code section 87100 and following, and certifies that it does not know of any facts which would violate these code provisions. Franchisee will advise City if a conflict arises.

25. FAIR EMPLOYMENT

Franchisee shall not discriminate against any employee or applicant for employment because of race, sex, color, religion, religious creed, national origin, ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state or local law.

26. NO USE OF CITY NAME OR EMBLEM

Franchisee shall not use City's name, insignia, or emblem, or distribute any information related to services under this Agreement in any magazine, trade paper, newspaper, website, or on its vehicles or equipment, or other medium without express written consent of City.

27. GOVERNING LAW AND VENUE

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

28. SEVERABILITY CLAUSE

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

29. AMENDMENTS

This Agreement may only be modified by a written amendment duly authorized and executed by the Parties to this Agreement.

30. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

31. EXECUTION

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

Dated: _____

Office of the City Attorney
City of Santa Clara

DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

GW DEBRIS SERVICES
a California Corporation

Dated: 11/10/2021

By (Signature): 

Name: Daniel North

Title: General Manager

Principal Place of Business Address: 1601 Dixon Landing Road
Milpitas, CA 95035

Email Address: dnorth@republicservices.com

Telephone: (408) 586-281

Fax: N/A

"FRANCHISEE"

EXHIBIT A DEFINITIONS

Terms used in this Agreement shall have the following meanings. The singular of any definition shall include the plural and the plural shall include the singular.

1. AB 341. Chapter 12.8 (commencing with Section 42649) of Part 3 of Division 30 of the Public Resources Code, as it may be amended and as implemented by the regulations of CalRecycle.
2. AB 1826. Chapter 12.9 (commencing with Section 42649.8) of Part 3 of Division 30 of the California Public Resources Code, as it may be amended and as implemented by the regulations of CalRecycle.
3. Alternative Daily Cover (ADC). The layer of compacted material that is placed on top of a day's deposition of waste at an operational landfill site that provides odor reduction and a firm base to operate large equipment. For reporting purposes of this Agreement, ADC is classified as Garbage.
4. Anaerobic Digestion. A series of processes in which microorganisms break down biodegradable material in the absence of oxygen to produce biogas.
5. Beneficial Reuse. The byproduct materials, such as compost overs and biosolids, from processing at a Material Recovery Facility. Residual is not defined as Beneficial Reuse.
6. Bundled Services. The required service the Franchisee must provide to all regular customers including the collection of Garbage, Recyclables, and Organic Waste. Individual customer accounts receiving only Temporary Debris Box service from the Franchisee are exempt from this requirement.
7. Collector. Any exclusive or nonexclusive franchise hauling contractor duly authorized by the City Council to collect, transport and dispose of Refuse under specific contract terms with the City.
8. Commercial. The designated zoning for commercial, professional office (OA), or general office (OG) development as shown on the official Zoning Map of the City of Santa Clara.
9. Composting. The biological degradation and transformation of Organic Waste under controlled conditions designed to promote aerobic decomposition at a solid waste facility. For the purposes of this Agreement, composting may also mean the biological degradation of Organic Waste in animal feed.
10. Construction and Demolition Debris (C&D). A broad spectrum of recoverable materials associated with construction and demolition activities including, but not limited to concrete, asphalt, dirt, lumber, roofing materials, sheet rock, green waste, bricks, rock, and metal. C&D Debris can further be defined as Mixed C&D

wherein all C&D materials are collected in the same Container or as Source Separated C&D wherein the individual material described above are collected in separate Containers.

11. Container. All types of receptacles serviced by Franchisee under this Agreement, including but not limited to carts, front-load roll-off bins, drop body debris bins, and compactors.
12. Customer. Any persons or company contracted with Franchisee for the collection and processing or disposal of Refuse in the Industrial Zone.
13. Disposal. The act of delivering material to a Landfill or Material Recovery Facility.
14. Exclusive Franchise Area. All properties in the City not zoned for an "Industrial" use, which can only be serviced by a Collector with an exclusive franchise agreement that is approved by the City Council.
15. Food Waste. Unused and discarded solid food products/scraps including, but not limited to vegetables, fruits, meat, fish, shells bones, cheese, bread, paper-based tea bags and coffee grounds. Food Waste is an Organic Waste.
16. Garbage. All materials that are not recycled and are disposed of or used as alternative daily cover in a landfill, or destroyed by incineration. Garbage does not include Recoverable Materials.
17. Gross Billings. All revenue amounts charged by Franchisee for the provision of services pursuant to this Agreement. Gross Billings include Container rental charges, equipment rental charges, overweight charges, and any charges recovered or collected by Franchisee for the purposes of collecting franchise fees.
18. Industrial. A parcel of real property designated as being located in an industrial zoning district, (MP), (ML) or (MH), as shown on the Official Zoning Map of the City of Santa Clara. A map of the industrial-zoned areas of the city is available at the following web address:
<https://map.santaclaraca.gov/public/index.html?viewer=regional>
19. Industrial Refuse. All classes of solid wastes generated in the industrial zoning districts of City, including all waste matter and materials, putrescible or non-putrescible, solid or liquid wastes, except sewage, whether combustible or non-combustible, and including garbage, rubbish, and recyclables, and excluding hazardous wastes.
20. Landfill. A permitted solid waste disposal facility that is used for the disposal of Garbage.
21. Material Recovery Facility (MRF). A facility that processes Refuse or mixed debris for the purpose of removing recoverable materials for recycling, composting, anaerobic digestion, or animal feed.

22. Mixed Construction and Demolition Debris. The act of collecting all C&D materials into the same Container that is then brought to a Material Recovery Facility for recovery. Mixed C&D achieves a lower Recovery Rate than separating C&D materials into different Containers.
23. Mixed Use Zoning. A property zoned for mixed use (MU), master planned community (MC), or planned development (PD) as shown on the official Zoning Map of the City of Santa Clara.
24. Mixed Waste. Refuse that is collected as a commingled stream of garbage, Organic Waste, and other Recyclables for the purpose of delivery to a Mixed Waste Processing facility.
25. Mixed Waste Processing. A system that accepts a mixed solid waste stream and separates out designated recyclable materials through a combination of manual and mechanical sorting.
26. Non-Exclusive Franchise (NEF) Fee. A fee paid to City on a Quarterly basis that is calculated as twelve percent (12%) of Gross Billings.
27. Organic Waste. Organic materials, including, but not limited to, materials generated from tree trimmings, shrubbery, pruning, vegetable garden waste, dead plants, weeds, leaves, grass clippings, Food Waste, non-food vegetative matter, soiled paper and cardboard that decomposes biologically.
28. Quarter. A three (3) month period, or portion thereof, ending the last day of the following months: March, June, September, and December.
29. Recoverable Material. All materials that have the potential to be recovered from Refuse Containers for recycling, composting, anaerobic digestion, or animal feed processes. This material includes, but is not limited to: green waste, food waste, plastics, glass, white paper, newspaper, mixed paper, cardboard, electronics, scrap metals, and miscellaneous types of construction and demolition debris.
30. Recovery Rate. The percentage of total incoming refuse to a Material Recovery Facility that is recovered as recyclables. The term "recovery" may be used interchangeably with the term "diversion".
31. Recyclables. All Recoverable Material that is to be recycled and made into a new product, including compost from composting and biogas from anaerobic digestion processes, as opposed to recoverable material that is disposed of as Garbage.
32. Recycling. The process of collecting, sorting, cleansing, treating, and reconstituting materials that would otherwise become garbage and returning them for use or reuse in the form of raw materials for new, used, or reconstituted products.

33. Refuse. All classes of solid wastes generated in the City, including all waste matter and materials, putrescible or non-putrescible, solid or liquid wastes, except sewage, whether combustible or non-combustible, including garbage and recoverable material, and excluding hazardous wastes. The term "Refuse" may be used interchangeably with the term "solid waste".
34. Residential. Any property used for residential purposes, regardless of its zoning designation.
35. Residual. The left over material that cannot be converted to Composted material at a composting operation, to biogas in an anaerobic digestion process, to animal feed at applicable facilities, or cannot be recycled at a Material Recovery Facility. Residual is Garbage for the purposes of this agreement.
36. SB 1383. Chapter 13.1 (commencing with Section 42652) of Part 3 of Division 30 of the California Public Resources Code, as it may be amended and as implemented by the regulations of CalRecycle, together with Sections 39730.5 through 39730.8 of the California Health and Safety Code, as they may be amended.
37. SB 1383 Implementation Fee. A fee paid to City on a Quarterly basis that is calculated as two percent (2%) of Gross Billings.
38. Single-Stream Recycling. A recycling program offered by Franchisee in which customers place multiple types of non-construction and demolition recoverable materials in a single Container that is designated specifically for recyclables and is taken to a Material Recovery Facility for processing.
39. Source Separated Construction and Demolition Debris. The act of collecting C&D materials into different Containers based on material type that are then brought to a Material Recovery Facility for recovery. Source Separated C&D achieves a higher Recovery Rate than Mixed C&D materials.
40. Source Separated Recycling. Recyclable material that is separated by the customer and placed into Containers designated for recycling single specific types of Recoverable Materials, including Construction and Demolition Debris.
41. Temporary Debris Box Service. Debris box service delivered to one physical address for a period of under 90 days.
42. Waste Audit. Franchisee supplied certified report of amounts of recoverable material and garbage for specific customers who may be required by City per terms and conditions described herein.

EXHIBIT B
SCOPE OF SERVICES

Franchisee's duties and obligations pursuant to any Services it performs under this Agreement are set forth below.

1. MANDATORY SERVICES

- A. Franchisees that provide bin or cart service, compactor service or regular scheduled debris box service must provide Bundled Services that are inclusive of collecting Garbage, Recyclables, and Organic Waste to each customer account subscribing to two (2) cubic yards of any solid waste per week or more. The City retains the right to, at any time and in its sole discretion, lower the threshold in response to future CalRecycle action. All other customers served via this Agreement must receive Garbage and Recycling services, regardless of their service level. Franchisee may provide Mixed Waste Processing in lieu of Bundled Services. Franchisee must deliver co-mingled material to a MRF with a Recovery Rate greater than or equal to 45% as measured on the same Quarterly schedule as the NEF Fee payments. Individual customer accounts receiving only Temporary Debris Box services from the Franchisee are exempt from this requirement.
- B. Franchisee must dispose collected materials at facilities meeting the following minimum requirements for each type of collected waste stream:
 - 1) Garbage:
 - a. If collected as a single stream material as part of Bundled Services as described in this agreement may be taken to Landfill.
 - b. If collected as part of a co-mingled stream shall be taken to a Mixed Waste Processing Facility with a Recovery Rate above 45%.
 - 2) Mixed C&D: MRF with a Recovery Rate above 45% for Mixed C&D materials.
 - 3) Source Separated C&D: MRF with a Recovery Rate above 90% for source separated C&D materials.
 - 4) Recyclables: MRF with a Recovery Rate above 65%.
 - 5) Organic Waste: MRF with a Recovery Rate above 65% including use of non-residual byproducts, such as compost overs and biosolids, for Beneficial Reuse.
- C. Franchisee must follow best management practices for outreach and education of customers including developing and distributing public education and outreach material which include recommendations to

increase recycling and decrease landfilling annually. Franchisee must also inform and educate customers on best practices for recycling and waste reduction at the time of service. Franchisee must inform customers of City's mandatory Recycling and Organic Waste Recycling requirements and the requirements of state laws AB 341 and AB 1826, and other applicable state laws and must provide records and examples of outreach by January 30th of each year.

- D. Franchisee shall submit the number of customer accounts subject to City's mandatory Recycling and Organic Waste Recycling requirements by January 30th of each year to City.
- E. Franchisee shall report the total number of Commercial accounts subject to AB 341 and AB 1826 serviced and the number of Containers, Container sizes, and frequency of collection for Garbage, Recycling, and Organic Waste by January 30th of each year to City.
- F. All requests for waivers and exemptions described under AB 341, AB 1826, and SB 1383 must be forwarded to City staff for review.

2. FRANCHISEE'S OBLIGATIONS AND HOURS OF OPERATION

- A. **Restrictions for Exclusive Franchise Area(s) (EFA)**
Franchisee shall not charge for the collection and disposal of Refuse or Recyclables at properties in an EFA in the City unless authorized by separate franchise agreement with the City. Franchisee may collect only Recyclables from an EFA at no charge or fee to customer, including any hauling, bin rental, equipment rental, management, or similar service charge or fees. Any Recyclables set-out for collection must be placed in separately marked Containers provided and owned by the Franchisee, and shall not be contaminated by Garbage.
- B. **Hours of Operation**
All collections shall be made as quietly as possible, without unnecessary noise, disturbance, or commotion. Collections from any premises within 300 feet of or adjacent to Residential areas, collections shall not commence prior to 7:00 a.m.
- C. **Zoning Changes**
The zoning designation of individual properties is subject to change during the term of this Agreement. It is the responsibility of the Franchisee to review the zoning designation for its customers. A map of the industrial-zoned areas of the City is available at the following web address:
<https://map.santaclaraca.gov/public/index.html?viewer=regional>
In the event that a property changes its zoning designation to a non-Industrial use (as indicated on the aforementioned map), Franchisee must provide the customer notice that Franchisee will discontinue service within

thirty (30) days of notice. For properties that are zoned in an EFA, Franchisee will be permitted to provide services if Franchisee is an otherwise approved Collector for the EFA.

D. Conflicts with Franchisee Customer Agreements

If any provision contained in this Agreement conflicts with any provisions contained in an agreement between Franchisee and its customers, the provisions contained in this Agreement shall govern and control.

3. **QUARTERLY AND ANNUAL REPORTING TO CITY**

A. Franchisee shall file with City's Director of Finance and forward a copy to City's Environmental Program Manager, for each Quarter's reporting period (or portion thereof), a written statement certifying the total Gross Billings for Industrial Refuse and Recycling issued during the period and total number of customers for which such statement is rendered and filed. Said statement shall be due within thirty (30) calendar days following the end of each Quarter. Each statement shall be executed and submitted on the report form provided by the City in Excel format entitled "NEF HAULER QUARTERLY REPORT" (Exhibit C).

B. Each certifying written statement filed with City's Director of Finance shall be accompanied by the NEF Fee payment equal to twelve percent (12%) of the Gross Billings certified. NEF Fee payments shall be delinquent on the thirty-first (31st) calendar day following the completion of the reporting period. Delinquent NEF Fee payments shall bear interest, commencing from the date of delinquency, at the rate of one and one quarter percent (1.25%) per month, or part thereof, simple interest in addition to penalties described in Exhibit B, Scope of Services, Section 9, Liquidated Damages, herein. Failure to report and/or pay in a timely manner for more than one Quarter, or failure to pay constitutes cause for termination of this Agreement per terms of Exhibit B, Scope of Services, Section 9, Liquidated Damages.

C. Each quarterly report shall include the SB 1383 Implementation Fee of 2% of total Gross Billings.

D. Each quarterly report shall include the number of customers that receive weekly Bundled Services as well as the number of Temporary Debris Box Service customers, as applicable.

E. A Franchisee with a total reportable Gross Billings in excess of one hundred thousand (\$100,000) dollars per year shall submit annually, a report and an opinion by an independent certified public accountant that the Franchisees records were examined and the quarterly reports were a fair and accurate representation of the Gross Billings and NEF Fees owed to City. Said report and opinion shall be filed within one hundred (100) days after the end of the Franchisee's fiscal year.

- F. A Franchisee providing Recycling services without charge or compensation or for which customers are paid for materials must submit a quarterly report as described in Exhibit C, listing the volume or tons diverted from customers within the City and certifying that no charges were made from customers for Recycling service or Container rental.
- G. City may conduct an audit of Franchisee's Gross Billings to ensure that the correct NEF Fee payments are being paid during specified quarters. Franchisee must provide City a summary of customer gross billings within thirty (30) days of request. Customer records to be provided shall include:
 - 1) Customer name;
 - 2) Billing address;
 - 3) Collection address (if different from billing address);
 - 4) Gross Billings for all services provided to customers in the Industrial Zone;
 - 5) NEF Franchise Fees paid to City; and
 - 6) Weekly Industrial Refuse service levels including size of Container and frequency.
- H. Franchisee will be subject to liquidated damages for failing to comply.
- I. Franchisee's quarterly reporting to City shall correspond to quantities reported as required per State of California Regulatory Code Title 14, Division 7, Article 9.2, Disposal Reporting System. Any discrepancies noted by City in writing to Franchisee shall be explained and documentation provided in a timely manner. Franchisee shall provide quarterly report to City of all Industrial Refuse and recoverable material taken to, and City material/ Industrial Refuse removed from, a transfer station or location where Industrial Refuse is temporally deposited and/or processed before larger vehicles take material to its end destination, MRF, Composting facility, Anaerobic Digestion facility, Landfill, or any other processing facilities(s).

4. COLLECTION EQUIPMENT - DESCRIPTION AND MARKING.

- A. Franchisee undertakes and agrees to carry out and perform the obligations of this Agreement in a sanitary, good, and professional manner. All Industrial Refuse collected by Franchisee shall be transported in collection equipment, so constructed and so loaded that there will not be any leakage or dropping of refuse or recyclable material therefrom. Industrial Refuse, when placed in any such vehicle and during its passage to its destination, shall be suitably enclosed so as to prevent spillage. Collection equipment shall be uniformly painted and numbered, and shall have Contractor's name and the vehicle number painted in contrasting colors on each side and on the rear of the vehicle. All Containers shall be clearly marked with the Franchisee's name and phone number.

- B. Franchisee may furnish City-approved, detachable metal or plastic Containers to customers. Franchisee shall be responsible for the general repair and upkeep of Containers that it furnishes to Customers. Franchisee shall repair, repaint or touch-up such Containers as required, but not less than once every two years, and shall maintain such Containers in a sanitary non-leaking condition. Graffiti must be removed from Containers within forty-eight (48) hours of notification by City or customer. Franchisee's firm name and telephone number shall be indicated clearly on the surface of the bin or Container. Containers designated for Recyclables shall be labeled with the type(s) of material(s) to be placed therein. Labels shall be placed on each Container or lid provided to customers and must specify which materials are acceptable and unacceptable in the Container in written or graphic form.
- C. Any new Containers provided by Contractor to customers shall follow the following color requirements for Container lid and/or bin: green for Organic Waste, blue for Recyclables, and gray/black for Garbage. All Containers shall prominently display the type of designated material for source separation allowed to be placed in each Container. Labels must represent acceptable versus unacceptable items in written or graphic form as approved by the City.

5. COVERED LOADS AND LITTER ASSOCIATED WITH HAULING ACTIVITIES.

All Solid Waste collected by Franchisee shall be conveyed in modern collection equipment, so constructed and so loaded that there will not be any leakage or spillage of Solid Waste therefrom. Franchisee shall use reasonable and proper care in the handling of all Solid Waste collected so that none of said material is spilled either on private property or on streets or alleys. Franchisee shall be responsible for ensuring all Containers are covered during transportation to a recycling or disposal facility. Franchisee shall be responsible for ensuring that trash from its solid waste collection vehicle is being littered during transport. Franchisee is required to pick up litter generated from all hauling operations.

6. COMPLIANCE WITH AIR RESOURCES BOARD REGULATIONS

Franchisee shall maintain compliance with all applicable air pollution control laws during the entire period of this Agreement.

7. OWNERSHIP AND DISPOSAL OF INDUSTRIAL REFUSE

All Industrial Refuse collected by Franchisee shall become the property of Franchisee immediately upon the collection thereof, and shall immediately be removed and conveyed to its destination. Industrial Refuse collected by Franchisee shall be transported to a legally permitted Recycling, Composting, Anaerobic Digestion, or Landfill disposal facility. Nothing in this Agreement shall be construed to grant permission to Franchisee to dispose of collected Industrial Refuse at City's designated landfill site at City's preferred disposal rate for exclusive franchise Refuse.

8. LANDFILL TIP FEES

Franchisee is responsible for paying all applicable landfill tip fees on Industrial Refuse collected in City, even if the Industrial Refuse is transported to a Disposal facility outside of Santa Clara County where the fee is not collected at the gate. These fees include, but are not limited to, the Solid Waste Planning Fee and the AB 939 Implementation Fee.

9. LIQUIDATED DAMAGES

It shall be the duty of Franchisee to perform services under this Agreement in such a manner as to implement practices, policies, and procedures designed to achieve the goals set forth in the Agreement. Franchisee agrees its failure to perform the services as set forth in the Agreement would cause City damage. City and Franchisee mutually agree that making a precise determination of the amount of City's damage as a result of Franchisee's failure would be impractical and/or extremely difficult. Therefore, the parties agree that, in the event such a failure, Franchisee shall pay to City as liquidated damages the amounts listed below, in addition to any other rights or remedies available to City to enforce the Agreement. For the purposes of this Section, unless specifically stated, an occurrence refers to a single instance of collection at a particular site.

| # | Description | Reference | Amount |
|---|---|----------------|--|
| 1 | Failure to provide bundled services to weekly service customers | Exhibit B, § 1 | \$125 per customer per occurrence |
| 2 | Failure to meet specified diversion rates | Exhibit B, § 1 | \$50.00 per ton of material sent to facility that does not meet specified diversion rate. |
| 3 | Failure to comply with hours of operation in industrial areas within 300 feet of residential areas | Exhibit B, § 2 | \$500.00 per occurrence |
| 4 | Set out and collection of Refuse Container (cans, carts, bins, or debris boxes) in the City of Santa Clara outside of permitted areas | Exhibit B, § 2 | First Violation - \$1,000.00 per occurrence. |
| | | | Second Violation Within a One-Year Period - \$1,500.00 per occurrence per collection. |
| | | | Third Violation Within a One-Year Period - \$2,000.00 per occurrence per collection and cause for Immediate Termination of Contractor's Agreement with City. |

| | | | |
|----|--|----------------|---|
| 5 | Failure to submit any required documentation for the purposes of compliance review. City shall provide written notice to Franchisee after each thirty (30) day late period extended beyond the due date. | Exhibit B, § 3 | \$50.00 per each day late first thirty (30) days |
| | | | \$100.00 per day 30-60 days late |
| | | | \$150.00 per day 60-90 days late, and the immediate termination of Contract if report is over ninety (90) days late |
| 6 | Failure to make quarterly NEF fee payment by quarterly report due date | Exhibit B, § 3 | \$50.00 per day late first three calendar days; thereafter \$100.00 per day late, or one and one-quarter (1.25%) percent per month or part thereof of fee due whichever is greater. |
| 7 | Failure to timely submit fully completed quarterly report | Exhibit B, § 3 | \$125.00 per day late |
| 8 | Failure to maintain contactor name and phone number on Containers or remove graffiti within forty-eight (48) hours of notification | Exhibit B, § 4 | \$200.00 per occurrence |
| 9 | Failure to clean up litter spills from hauling operations or failure to cover loads during transportation. | Exhibit B, § 5 | \$125.00 per occurrence |
| 10 | Each failure to clean up spill or leakage of oil, hydraulic fluid, coolant, or other fluid from any collection vehicle used by Franchisee | Exhibit B, § 5 | \$500.00 per occurrence |
| 11 | Failure to submit quarterly reports using the form provided by the City | Exhibit C | \$500.00 per occurrence. |
| 12 | Failure to submit and maintain insurance certificates in full compliance with the requirements set forth in Section 13 of Exhibit "D" | Exhibit D | \$100.00 per day out of compliance |

EXHIBIT C **NEF HAULER QUARTERLY REPORT**

| | |
|---|--|
| Mail Certificate and Payment to: City of Santa Clara; Accounting Services 1500 Warburton Avenue Santa Clara, CA 95050 | Submit certificate only to: Karin Hickey, Environmental Programs Manager 1700 Walsh Avenue, Santa Clara, CA 95050 Or email: Environment@SantaClaraCA.gov |
|---|--|

| | | |
|-----------------------|------------------|-----------------------|
| _____ Company Name | _____ Quarter | _____ Year |
| _____ Contact Name | _____ Title | _____ Phone Number |

PART I - TONNAGE, RECOVERY RATE AND GROSS BILLINGS SUMMARY

Please include all amounts billed to the customer for the service provided in calculation of gross billings, including but not limited to, fees charged to the customer, overweight charges, surcharges, etc. Include all tons/volume collected during the reporting quarter including recycling services without charge or compensation or for which customers are paid for materials.

| Material | Total Tons | Facility | Recovery Rate | Gross Billings |
|----------------------------------|------------|----------|---------------|----------------|
| Garbage to landfill | | | 0% | |
| Garbage as Mixed Waste to MRF | | | | |
| Mixed C&D Debris | | | | |
| Source-Separated C&D Debris | | | | |
| Recyclables | | | | |
| Organic Waste (incl. yard waste) | | | | |
| Other services | | | | |
| Total Gross Billings | | | | \$ - |

PART II - LIQUIDATED DAMAGES

The following liquidated damages are automatically calculated based on the failure to meet specific diversion requirements as set forth in the Exhibit B - Scope of Work **\$ -**

PART III - FRANCHISE & SB1383 IMPLEMENTATION FEES

| | |
|--|--|
| \$ - | \$ - |
| Franchise Fees (12% of gross billings) | SB1383 Implementation Fee (2% of gross billings) |
| Total amount owed to the City: \$ - | |

PART IV - NUMBER OF CUSTOMER ACCOUNTS

| | |
|---------------------------------------|--|
| Report every quarter | Report on Q4 of each year (due every Jan 30) |
| Bundled weekly service accounts _____ | Accounts subject to AB 341* _____ |
| Temporary debris box accounts _____ | Accounts subject to AB 1926* _____ |

I declare under penalty of perjury that I have examined the appropriate records and believe the information to be true, correct, and complete; that I will maintain these records in my office for review by the City; and that I am authorized to fill out and submit this report to the City of Santa Clara.

☐ By checking the box I agree that my electronic signature is the legal equivalent of my manual signature.

| | |
|------------------------------|---------------|
| _____ Declarant Signature | _____ Date |
|------------------------------|---------------|

EXHIBIT D
INSURANCE REQUIREMENTS

COMMERCIAL GENERAL LIABILITY INSURANCE

Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:

\$1,000,000 each occurrence
\$1,000,000 general aggregate
\$1,000,000 products/completed operations aggregate
\$1,000,000 personal injury

Exact structure and layering of the coverage shall be left to the discretion of Franchisee; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.

The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Franchisee to comply with the insurance requirements of this Agreement:

Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;

There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and

Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01, with minimum policy limits of not less than one million dollars (\$1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned, non-owned and hired autos. The Automobile Liability Policy shall be endorsed to include Pollution Liability coverage. Pollution Liability coverage can be provided pursuant to the contract using form ISO Form CA 99 48 03 06.

WORKERS' COMPENSATION

Workers' Compensation Insurance Policy as required by statute and employer's liability with the following limits: at least one million dollars (\$1,000,000) policy limit illness/injury by disease, and one million dollars (\$1,000,000) for each Accident/Bodily Injury.

The indemnification and hold harmless obligations of Franchisee included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Franchisee or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).

This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Franchisee's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85 or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.

Primary and non-contributing. Each insurance policy provided by Franchisee shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the indemnitied may possess, including any self-insurance or self-insured retention they may have. Any other insurance indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Franchisee's insurance.

Cancellation.

Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.

Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.

Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through D of this Exhibit C, above.

ADDITIONAL INSURANCE RELATED PROVISIONS

Franchisee and City agree as follows:

Franchisee agrees to ensure that subcontractors, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by Franchisee, provide the same minimum insurance coverage required of Contractor, except as with respect to limits. Franchisee agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Franchisee agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.

Franchisee agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Franchisee for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

The City reserves the right to withhold payments from the Franchisee in the event of material noncompliance with the insurance requirements set forth in this Agreement.

EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Franchisee, and each and every subcontractor (of every tier) shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Franchisee shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

EVIDENCE OF COMPLIANCE

Franchisee or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its

representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Franchisee shall submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be mailed to:

EBIX Inc.
City of Santa Clara Public Works Department
P.O. Box 100085 – S2 or 1 Ebix Way
Duluth, GA 30096 John's Creek, GA 30097

Telephone number: 951-766-2280
Fax number: 770-325-0409
Email address: ctsantaclara@ebix.com

QUALIFYING INSURERS

All of the insurance companies providing insurance for Franchisee shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by City or its insurance compliance representatives.

**NON-EXCLUSIVE FRANCHISE AGREEMENT FOR THE COLLECTION OF
INDUSTRIAL REFUSE
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
TOCA DEBRIS BOX**

PREAMBLE

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Toca Debris Box, a California individual, (Franchisee). City and Franchisee may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

- A. City desires to grant a franchisee, pursuant to Code of the City of Santa Clara Section 8.25.190, to perform the services more fully described in this Agreement, at Exhibit B, entitled "Scope of Services".
- B. Franchisee represents that it has the professional qualifications, expertise, necessary licenses, and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City in accordance with City Code; and,
- C. The Parties have specified herein the terms and conditions City will grant a franchise to Franchisee for the non-exclusive right to collect, transport, recycle, process, and dispose Industrial Refuse from properties zoned for Industrial use in the City of Santa Clara; and
- D. It is deemed to be to the mutual advantage of the Parties for Franchisee to provide the services specified herein for the industrial community, and promote the health, safety, and welfare of all City residents.

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1. AGREEMENT DOCUMENTS

The documents forming the entire Agreement between City and Franchisee shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference:

Exhibit A – Definitions

Exhibit B – Scope of Services

Exhibit C – NEF Hauler Quarterly Report

Exhibit D – Insurance Requirements

This Agreement, including the Exhibits set forth above, contains all the agreements, representations, and understandings of the Parties, and supersedes and replaces any previous agreements, representations and understandings, whether oral or written. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control.

2. GRANT OF NON-EXCLUSIVE FRANCHISE

City hereby grants to Franchisee a non-exclusive right to collect, transport, recycle, process, and dispose Industrial Refuse from properties zoned for Industrial use in the City of Santa Clara for the period commencing on January 1, 2022 and terminating on December 31, 2026 (“Term”). Franchisee shall not enter into individual service agreements with Industrial customers that extend beyond the Term of this Agreement. Franchisee agrees, in accordance with the covenants and agreements contained in this Agreement, to provide said services.

3. NON-EXCLUSIVE FRANCHISE (NEF) FEE PAYMENTS TO CITY

Franchisee shall pay to City Non-Exclusive Franchise (NEF) fees of twelve percent (12%) of Gross Billings (“NEF Fee(s)”) for the privilege of engaging in the business of collecting, hauling, and transporting Industrial Refuse to its destination. All Container and equipment rental charges and overweight charges are to be included in the gross billings for each Industrial Customer. Franchisee shall report Gross Billings and Franchise Fee amounts to the City specified in Exhibit C.

4. SB 1383 IMPLEMENTATION FEE PAYMENTS TO THE CITY

Franchisee shall pay to the City a fee of two (2%) of Gross Billings (“SB 1383 Implementation Fee(s)”) for the implementation, monitoring, and activities incurred by the City and as required by SB 1383. Franchisee shall report Gross Billings and Franchise Fee amounts to the City specified in Exhibit C.

5. SCOPE OF SERVICES

Franchisee shall perform those services set forth in the Scope of Services which are attached as Exhibit B hereto and incorporated as though fully set forth herein.

6. PERFORMANCE SCHEDULE

Franchisee shall perform those Services specified in Exhibit B within the time stated in Exhibit B. Time is expressly made of the essence with respect to each and every term and provision of this Agreement.

7. WARRANTY

Franchisee expressly warrants that (a) all materials and services covered by this Agreement shall be fit for the purpose intended, shall be free from defect, and shall

conform to the specifications, requirements and instructions set forth in the Scope of Services; (b) it will perform Services in compliance with all applicable laws and regulations; and (c) it will use qualified personnel to perform Services in a professional and workmanlike manner. Franchisee agrees to promptly replace or correct any incomplete, inaccurate or defective Services at no further cost to City when defects are due to the negligence, errors or omissions of Franchisee. If Franchisee fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Franchisee for the cost incurred by City.

8. QUALIFICATIONS OF FRANCHISEE - STANDARD OF CARE

Franchisee represents and maintains that it has the necessary expertise and skill to perform the Services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Franchisee's representations regarding its skills and knowledge. Franchisee shall perform such Services and duties in conformance to and consistent with the highest industry standards.

9. NOTICE OF FAILURE TO PERFORM AND LIQUIDATED DAMAGES

- A. Notice of Failure to Perform. City may give written notice to Franchisee for failure to perform any Services or to comply with the terms of this Agreement. In the notice, City shall also identify allowable Franchisee period of compliance and any applicable liquidated damages to be assessed.
- B. Liquidated Damages for Failure to Meet Standards. Franchisee agrees to pay (as liquidated damages and not as a penalty) the amounts set forth in Section 9 of Exhibit B – Scope of Work.
- C. Procedure for Assessment of Liquidated Damages. City may assess liquidated damages for each calendar day or event, as appropriate, that Franchisee is determined to be liable in accordance with this Agreement. All liquidated damages must be paid within 30 days of invoice receipt, unless they are associated with failure to meet appropriate diversion rates per material type, in which case, those liquidated damages will be automatically calculated and included in the NEF Hauler Quarterly Report.

10. CHANGE IN LAW OR CHANGE IN SCOPE

City reserves the right to implement Changes in Scope as a result of any applicable Change in Law that require modifications in Franchisee's obligations under this Agreement.

11. BUSINESS TAX LICENSE REQUIRED

Franchisee must comply with Santa Clara City Code section 3.40.060, as that section may be amended from time to time or renumbered, which requires that any person who transacts or carries on any business in the City of Santa Clara pay business license tax to City. A business tax certificate may be obtained by

completing a Business Tax Application Form online at <https://business.santaclaraca.gov/Apply/GettingStarted/BusinessLicense> and paying the applicable fee at the Santa Clara City Hall Municipal Services Division.

12. TERMINATION

- A. Termination for Convenience. City shall have the right to terminate this Agreement, without cause or penalty, by giving not less than thirty (30) days' prior written notice to Franchisee.
- B. Termination for Default. If Franchisee fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice to Franchisee.
- C. Upon termination, each Party shall assist the other in arranging an orderly transfer and close-out of services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, Franchisee will deliver to City all City information or material that Franchisee has in its possession.

13. ASSIGNMENT AND SUBCONTRACTING

City and Franchisee bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Franchisee shall not hire sub-franchisees or subcontractors without express written permission from City.

Franchisee shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Franchisee is for the acts and omissions of persons directly employed by it.

14. NO THIRD PARTY BENEFICIARY

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

15. AGENCY & CONTROL

Franchisee and all person(s) employed by or contracted with Franchisee to furnish labor and/or materials under this Agreement do not act as agent(s) or employee(s) of City. Franchisee has full rights to manage its employees in their performance of Services under this Agreement.

16. CONFIDENTIALITY OF MATERIAL

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for Franchisee and all other written information submitted to

Franchisee in connection with the performance of this Agreement shall be held confidential by Franchisee and shall not, without the prior written consent of City, be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Franchisee which is otherwise known to Franchisee or becomes generally known to the related industry shall be deemed confidential.

17. OWNERSHIP OF MATERIAL

All material, which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports, designs, technology, programming, works of authorship and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of City but Franchisee may retain and use copies thereof. City shall not be limited in any way or at any time in its use of said material. However, Franchisee shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to, the release of this material to third parties.

18. RIGHT OF CITY TO INSPECT RECORDS OF FRANCHISEE

Franchisee shall keep and maintain full and complete records in Franchisee's local office showing all City Industrial Refuse collection business transacted. Such records shall be available in Franchisee's offices for audit and inspection at any and all reasonable times upon request or demand of the City Manager or her/his designee. The records shall include customer account name, service address, gross billings and cubic yards of service per week for garbage, recycling, and organics. The City may also request and inspect all disposal and processing weight tickets associated with any of the services provided under this agreement. The records must be kept on file for a period of three (3) years following the expiration or termination of this Agreement. Records shall be provided with an electronic copy of the database in a format that allows to sort, group, and analyze Franchisee's data.

Failure to maintain adequate records and keep them on file for a period of three (3) years following expiration or termination of this Agreement, whichever occurs first, shall be cause for City to conduct, or hire an independent accounting firm to conduct, an extensive audit of Franchisee's available records and Franchisee's industrial customers' records to determine if additional NEF Fee payments are due to City ("Waste Audit"). The costs of any Waste Audit shall be borne by Franchisee.

Prior to conducting a Waste Audit, City shall give Franchisee written notice of deficiencies in record keeping and Franchisee shall have thirty (30) calendar days to cure the default. If the default is not cured within the time allotted, City shall have the right to conduct said Waste Audit and to also recover the cost of the Waste Audit in addition to any unpaid NEF Fee payments plus interest at the rate of one and one quarter percent (1.25%) per month simple interest within fifteen (15) days

of receipt of Waste Audit report and billing by Franchisee. Failure to maintain adequate records as required constitutes cause for termination of this Agreement.

19. HOLD HARMLESS/INDEMNIFICATION

- A. To the extent permitted by law, Franchisee agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury, liability, loss, cost, and/or expense or damage, including all costs and attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, in any manner arising from, or alleged to arise in whole or in part from, or in any way connected with the Services performed by Franchisee pursuant to this Agreement – including claims of any kind by Franchisee's employees or persons contracting with Franchisee to perform any portion of the Scope of Services – and shall expressly include passive or active negligence by City connected with the Services. However, the obligation to indemnify shall not apply if such liability is ultimately adjudicated to have arisen through the sole active negligence or sole willful misconduct of City; the obligation to defend is not similarly limited.
- B. Franchisee's obligation to protect, defend, indemnify, and hold harmless in full City and City's employees, shall specifically extend to any and all employment-related claims of any type brought by employees, contractors, subcontractors or other agents of Franchisee, against City (either alone, or jointly with Franchisee), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought.
- C. To the extent Franchisee is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, Franchisee warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Franchisee's responsibilities under the Act.

20. INSURANCE REQUIREMENTS

During the term of this Agreement, and for any time period set forth in Exhibit D, Franchisee shall provide and maintain in full force and effect, at no cost to City, insurance policies as set forth in Exhibit D.

21. WAIVER

Franchisee agrees that waiver by City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement. Neither City's review, acceptance nor payments for any of the Services required under this Agreement shall be constructed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

22. NOTICES

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City of Santa Clara
Attention: Public Works Department – Environmental Programs
1700 Walsh Avenue
Santa Clara, CA 95050
and by e-mail at: environment@santaclaraca.gov, and
manager@santaclaraca.gov

And to Franchisee addressed as follows:

Toca Debris Box
270 Hillside Blvd
South San Francisco, CA 94080
and by e-mail at toca777@aol.com

The workday the e-mail was sent shall control the date notice was deemed given. An e-mail transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following business day.

23. COMPLIANCE WITH LAWS

Franchisee shall comply with all applicable laws and regulations of the federal, state and local government, including but not limited to “The Code of the City of Santa Clara, California” (“SCCC”). In particular, Franchisee’s attention is called to the regulations regarding the Accumulation, Transportation and Disposal of Solid Waste (SCCC Chapter 8.25), Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), and Business Tax Certificate (SCCC section 3.40.060), as such Chapters or Sections may be amended from time to time or renumbered. Additionally, Franchisee has read and agrees to comply with City’s Ethical Standards (<http://santaclaraca.gov/home/showdocument?id=58299>).

24. CONFLICTS OF INTEREST

Franchisee certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Franchisee and that no person associated with Franchisee has any interest, direct or indirect, which could conflict with the faithful performance of this Agreement. Franchisee is familiar with the provisions of California Government Code section 87100 and following, and certifies that it does not know of any facts which would violate these code provisions. Franchisee will advise City if a conflict arises.

25. FAIR EMPLOYMENT

Franchisee shall not discriminate against any employee or applicant for employment because of race, sex, color, religion, religious creed, national origin,

ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state or local law.

26. NO USE OF CITY NAME OR EMBLEM

Franchisee shall not use City's name, insignia, or emblem, or distribute any information related to services under this Agreement in any magazine, trade paper, newspaper, website, or on its vehicles or equipment, or other medium without express written consent of City.

27. GOVERNING LAW AND VENUE

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

28. SEVERABILITY CLAUSE

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

29. AMENDMENTS

This Agreement may only be modified by a written amendment duly authorized and executed by the Parties to this Agreement.

30. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

31. EXECUTION

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

Dated: _____

Office of the City Attorney
City of Santa Clara

DEANNA J. SANTANA
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

"CITY"

TOCA DEBRIS BOX
a California individual

Dated: 11/3/21

By (Signature): _____

Name: Francisco Toca

Title: Owner

Principal Place of Business Address: 270 Hillside Blvd
South San Francisco, CA 94080

Email Address: Toca777@aol.com

Telephone: (415) 672-0370

Fax: N/A

"FRANCHISEE"

EXHIBIT A

DEFINITIONS

Terms used in this Agreement shall have the following meanings. The singular of any definition shall include the plural and the plural shall include the singular.

1. AB 341. Chapter 12.8 (commencing with Section 42649) of Part 3 of Division 30 of the Public Resources Code, as it may be amended and as implemented by the regulations of CalRecycle.
2. AB 1826. Chapter 12.9 (commencing with Section 42649.8) of Part 3 of Division 30 of the California Public Resources Code, as it may be amended and as implemented by the regulations of CalRecycle.
3. Alternative Daily Cover (ADC). The layer of compacted material that is placed on top of a day's deposition of waste at an operational landfill site that provides odor reduction and a firm base to operate large equipment. For reporting purposes of this Agreement, ADC is classified as Garbage.
4. Anaerobic Digestion. A series of processes in which microorganisms break down biodegradable material in the absence of oxygen to produce biogas.
5. Beneficial Reuse. The byproduct materials, such as compost overs and biosolids, from processing at a Material Recovery Facility. Residual is not defined as Beneficial Reuse.
6. Bundled Services. The required service the Franchisee must provide to all regular customers including the collection of Garbage, Recyclables, and Organic Waste. Individual customer accounts receiving only Temporary Debris Box service from the Franchisee are exempt from this requirement.
7. Collector. Any exclusive or nonexclusive franchise hauling contractor duly authorized by the City Council to collect, transport and dispose of Refuse under specific contract terms with the City.
8. Commercial. The designated zoning for commercial, professional office (OA), or general office (OG) development as shown on the official Zoning Map of the City of Santa Clara.
9. Composting. The biological degradation and transformation of Organic Waste under controlled conditions designed to promote aerobic decomposition at a solid waste facility. For the purposes of this Agreement, composting may also mean the biological degradation of Organic Waste in animal feed.
10. Construction and Demolition Debris (C&D). A broad spectrum of recoverable materials associated with construction and demolition activities including, but not limited to concrete, asphalt, dirt, lumber, roofing materials, sheet rock, green waste, bricks, rock, and metal. C&D Debris can further be defined as Mixed C&D

wherein all C&D materials are collected in the same Container or as Source Separated C&D wherein the individual material described above are collected in separate Containers.

11. Container. All types of receptacles serviced by Franchisee under this Agreement, including but not limited to carts, front-load roll-off bins, drop body debris bins, and compactors.
12. Customer. Any persons or company contracted with Franchisee for the collection and processing or disposal of Refuse in the Industrial Zone.
13. Disposal. The act of delivering material to a Landfill or Material Recovery Facility.
14. Exclusive Franchise Area. All properties in the City not zoned for an "Industrial" use, which can only be serviced by a Collector with an exclusive franchise agreement that is approved by the City Council.
15. Food Waste. Unused and discarded solid food products/scraps including, but not limited to vegetables, fruits, meat, fish, shells bones, cheese, bread, paper-based tea bags and coffee grounds. Food Waste is an Organic Waste.
16. Garbage. All materials that are not recycled and are disposed of or used as alternative daily cover in a landfill, or destroyed by incineration. Garbage does not include Recoverable Materials.
17. Gross Billings. All revenue amounts charged by Franchisee for the provision of services pursuant to this Agreement. Gross Billings include Container rental charges, equipment rental charges, overweight charges, and any charges recovered or collected by Franchisee for the purposes of collecting franchise fees.
18. Industrial. A parcel of real property designated as being located in an industrial zoning district, (MP), (ML) or (MH), as shown on the Official Zoning Map of the City of Santa Clara. A map of the industrial-zoned areas of the city is available at the following web address:
<https://map.santaclaraca.gov/public/index.html?viewer=regional>
19. Industrial Refuse. All classes of solid wastes generated in the industrial zoning districts of City, including all waste matter and materials, putrescible or non-putrescible, solid or liquid wastes, except sewage, whether combustible or non-combustible, and including garbage, rubbish, and recyclables, and excluding hazardous wastes.
20. Landfill. A permitted solid waste disposal facility that is used for the disposal of Garbage.
21. Material Recovery Facility (MRF). A facility that processes Refuse or mixed debris for the purpose of removing recoverable materials for recycling, composting, anaerobic digestion, or animal feed.

22. Mixed Construction and Demolition Debris. The act of collecting all C&D materials into the same Container that is then brought to a Material Recovery Facility for recovery. Mixed C&D achieves a lower Recovery Rate than separating C&D materials into different Containers.
23. Mixed Use Zoning. A property zoned for mixed use (MU), master planned community (MC), or planned development (PD) as shown on the official Zoning Map of the City of Santa Clara.
24. Mixed Waste. Refuse that is collected as a commingled stream of garbage, Organic Waste, and other Recyclables for the purpose of delivery to a Mixed Waste Processing facility.
25. Mixed Waste Processing. A system that accepts a mixed solid waste stream and separates out designated recyclable materials through a combination of manual and mechanical sorting.
26. Non-Exclusive Franchise (NEF) Fee. A fee paid to City on a Quarterly basis that is calculated as twelve percent (12%) of Gross Billings.
27. Organic Waste. Organic materials, including, but not limited to, materials generated from tree trimmings, shrubbery, pruning, vegetable garden waste, dead plants, weeds, leaves, grass clippings, Food Waste, non-food vegetative matter, soiled paper and cardboard that decomposes biologically.
28. Quarter. A three (3) month period, or portion thereof, ending the last day of the following months: March, June, September, and December.
29. Recoverable Material. All materials that have the potential to be recovered from Refuse Containers for recycling, composting, anaerobic digestion, or animal feed processes. This material includes, but is not limited to: green waste, food waste, plastics, glass, white paper, newspaper, mixed paper, cardboard, electronics, scrap metals, and miscellaneous types of construction and demolition debris.
30. Recovery Rate. The percentage of total incoming refuse to a Material Recovery Facility that is recovered as recyclables. The term "recovery" may be used interchangeably with the term "diversion".
31. Recyclables. All Recoverable Material that is to be recycled and made into a new product, including compost from composting and biogas from anaerobic digestion processes, as opposed to recoverable material that is disposed of as Garbage.
32. Recycling. The process of collecting, sorting, cleansing, treating, and reconstituting materials that would otherwise become garbage and returning them for use or reuse in the form of raw materials for new, used, or reconstituted products.

33. Refuse. All classes of solid wastes generated in the City, including all waste matter and materials, putrescible or non-putrescible, solid or liquid wastes, except sewage, whether combustible or non-combustible, including garbage and recoverable material, and excluding hazardous wastes. The term "Refuse" may be used interchangeably with the term "solid waste".
34. Residential. Any property used for residential purposes, regardless of its zoning designation.
35. Residual. The left over material that cannot be converted to Composted material at a composting operation, to biogas in an anaerobic digestion process, to animal feed at applicable facilities, or cannot be recycled at a Material Recovery Facility. Residual is Garbage for the purposes of this agreement.
36. SB 1383. Chapter 13.1 (commencing with Section 42652) of Part 3 of Division 30 of the California Public Resources Code, as it may be amended and as implemented by the regulations of CalRecycle, together with Sections 39730.5 through 39730.8 of the California Health and Safety Code, as they may be amended.
37. SB 1383 Implemenation Fee. A fee paid to City on a Quarterly basis that is calculated as two percent (2%) of Gross Billings.
38. Single-Stream Recycling. A recycling program offered by Franchisee in which customers place multiple types of non-construction and demolition recoverable materials in a single Container that is designated specifically for recyclables and is taken to a Material Recovery Facility for processing.
39. Source Separated Construction and Demolition Debris. The act of collecting C&D materials into different Containers based on material type that are then brought to a Material Recovery Facility for recovery. Source Separated C&D achieves a higher Recovery Rate than Mixed C&D materials.
40. Source Separated Recycling. Recyclable material that is separated by the customer and placed into Containers designated for recycling single specific types of Recoverable Materials, including Construction and Demolition Debris.
41. Temporary Debris Box Service. Debris box service delivered to one physical address for a period of under 90 days.
42. Waste Audit. Franchisee supplied certified report of amounts of recoverable material and garbage for specific customers who may be required by City per terms and conditions described herein.

EXHIBIT B SCOPE OF SERVICES

Franchisee's duties and obligations pursuant to any Services it performs under this Agreement are set forth below.

1. MANDATORY SERVICES

- A. Franchisees that provide bin or cart service, compactor service or regular scheduled debris box service must provide Bundled Services that are inclusive of collecting Garbage, Recyclables, and Organic Waste to each customer account subscribing to two (2) cubic yards of any solid waste per week or more. The City retains the right to, at any time and in its sole discretion, lower the threshold in response to future CalRecycle action. All other customers served via this Agreement must receive Garbage and Recycling services, regardless of their service level. Franchisee may provide Mixed Waste Processing in lieu of Bundled Services. Franchisee must deliver co-mingled material to a MRF with a Recovery Rate greater than or equal to 45% as measured on the same Quarterly schedule as the NEF Fee payments. Individual customer accounts receiving only Temporary Debris Box services from the Franchisee are exempt from this requirement.
- B. Franchisee must dispose collected materials at facilities meeting the following minimum requirements for each type of collected waste stream:
 - 1) Garbage:
 - a. If collected as a single stream material as part of Bundled Services as described in this agreement may be taken to Landfill.
 - b. If collected as part of a co-mingled stream shall be taken to a Mixed Waste Processing Facility with a Recovery Rate above 45%.
 - 2) Mixed C&D: MRF with a Recovery Rate above 45% for Mixed C&D materials.
 - 3) Source Separated C&D: MRF with a Recovery Rate above 90% for source separated C&D materials.
 - 4) Recyclables: MRF with a Recovery Rate above 65%.
 - 5) Organic Waste: MRF with a Recovery Rate above 65% including use of non-residual byproducts, such as compost overs and biosolids, for Beneficial Reuse.
- C. Franchisee must follow best management practices for outreach and education of customers including developing and distributing public education and outreach material which include recommendations to

increase recycling and decrease landfilling annually. Franchisee must also inform and educate customers on best practices for recycling and waste reduction at the time of service. Franchisee must inform customers of City's mandatory Recycling and Organic Waste Recycling requirements and the requirements of state laws AB 341 and AB 1826, and other applicable state laws and must provide records and examples of outreach by January 30th of each year.

- D. Franchisee shall submit the number of customer accounts subject to City's mandatory Recycling and Organic Waste Recycling requirements by January 30th of each year to City.
- E. Franchisee shall report the total number of Commercial accounts subject to AB 341 and AB 1826 serviced and the number of Containers, Container sizes, and frequency of collection for Garbage, Recycling, and Organic Waste by January 30th of each year to City.
- F. All requests for waivers and exemptions described under AB 341, AB 1826, and SB 1383 must be forwarded to City staff for review.

2. FRANCHISEE'S OBLIGATIONS AND HOURS OF OPERATION

- A. Restrictions for Exclusive Franchise Area(s) (EFA)
Franchisee shall not charge for the collection and disposal of Refuse or Recyclables at properties in an EFA in the City unless authorized by separate franchise agreement with the City. Franchisee may collect only Recyclables from an EFA at no charge or fee to customer, including any hauling, bin rental, equipment rental, management, or similar service charge or fees. Any Recyclables set-out for collection must be placed in separately marked Containers provided and owned by the Franchisee, and shall not be contaminated by Garbage.
- B. Hours of Operation
All collections shall be made as quietly as possible, without unnecessary noise, disturbance, or commotion. Collections from any premises within 300 feet of or adjacent to Residential areas, collections shall not commence prior to 7:00 a.m.
- C. Zoning Changes
The zoning designation of individual properties is subject to change during the term of this Agreement. It is the responsibility of the Franchisee to review the zoning designation for its customers. A map of the industrial-zoned areas of the City is available at the following web address:
<https://map.santaclaraca.gov/public/index.html?viewer=regional>
In the event that a property changes its zoning designation to a non-Industrial use (as indicated on the aforementioned map), Franchisee must provide the customer notice that Franchisee will discontinue service within

thirty (30) days of notice. For properties that are zoned in an EFA, Franchisee will be permitted to provide services if Franchisee is an otherwise approved Collector for the EFA.

D. Conflicts with Franchisee Customer Agreements

If any provision contained in this Agreement conflicts with any provisions contained in an agreement between Franchisee and its customers, the provisions contained in this Agreement shall govern and control.

3. QUARTERLY AND ANNUAL REPORTING TO CITY

- A. Franchisee shall file with City's Director of Finance and forward a copy to City's Environmental Program Manager, for each Quarter's reporting period (or portion thereof), a written statement certifying the total Gross Billings for Industrial Refuse and Recycling issued during the period and total number of customers for which such statement is rendered and filed. Said statement shall be due within thirty (30) calendar days following the end of each Quarter. Each statement shall be executed and submitted on the report form provided by the City in Excel format entitled "NEF HAULER QUARTERLY REPORT" (Exhibit C).
- B. Each certifying written statement filed with City's Director of Finance shall be accompanied by the NEF Fee payment equal to twelve percent (12%) of the Gross Billings certified. NEF Fee payments shall be delinquent on the thirty-first (31st) calendar day following the completion of the reporting period. Delinquent NEF Fee payments shall bear interest, commencing from the date of delinquency, at the rate of one and one quarter percent (1.25%) per month, or part thereof, simple interest in addition to penalties described in Exhibit B, Scope of Services, Section 9, Liquidated Damages, herein. Failure to report and/or pay in a timely manner for more than one Quarter, or failure to pay constitutes cause for termination of this Agreement per terms of Exhibit B, Scope of Services, Section 9, Liquidated Damages.
- C. Each quarterly report shall include the SB 1383 Implementation Fee of 2% of total Gross Billings.
- D. Each quarterly report shall include the number of customers that receive weekly Bundled Services as well as the number of Temporary Debris Box Service customers, as applicable.
- E. A Franchisee with a total reportable Gross Billings in excess of one hundred thousand (\$100,000) dollars per year shall submit annually, a report and an opinion by an independent certified public accountant that the Franchisees records were examined and the quarterly reports were a fair and accurate representation of the Gross Billings and NEF Fees owed to City. Said report and opinion shall be filed within one hundred (100) days after the end of the Franchisee's fiscal year.

- F. A Franchisee providing Recycling services without charge or compensation or for which customers are paid for materials must submit a quarterly report as described in Exhibit C, listing the volume or tons diverted from customers within the City and certifying that no charges were made from customers for Recycling service or Container rental.
- G. City may conduct an audit of Franchisee's Gross Billings to ensure that the correct NEF Fee payments are being paid during specified quarters. Franchisee must provide City a summary of customer gross billings within thirty (30) days of request. Customer records to be provided shall include:
 - 1) Customer name;
 - 2) Billing address;
 - 3) Collection address (if different from billing address);
 - 4) Gross Billings for all services provided to customers in the Industrial Zone;
 - 5) NEF Franchise Fees paid to City; and
 - 6) Weekly Industrial Refuse service levels including size of Container and frequency.
- H. Franchisee will be subject to liquidated damages for failing to comply.
- I. Franchisee's quarterly reporting to City shall correspond to quantities reported as required per State of California Regulatory Code Title 14, Division 7, Article 9.2, Disposal Reporting System. Any discrepancies noted by City in writing to Franchisee shall be explained and documentation provided in a timely manner. Franchisee shall provide quarterly report to City of all Industrial Refuse and recoverable material taken to, and City material/ Industrial Refuse removed from, a transfer station or location where Industrial Refuse is temporally deposited and/or processed before larger vehicles take material to its end destination, MRF, Composting facility, Anaerobic Digestion facility, Landfill, or any other processing facilities(s).

4. COLLECTION EQUIPMENT - DESCRIPTION AND MARKING.

- A. Franchisee undertakes and agrees to carry out and perform the obligations of this Agreement in a sanitary, good, and professional manner. All Industrial Refuse collected by Franchisee shall be transported in collection equipment, so constructed and so loaded that there will not be any leakage or dropping of refuse or recyclable material therefrom. Industrial Refuse, when placed in any such vehicle and during its passage to its destination, shall be suitably enclosed so as to prevent spillage. Collection equipment shall be uniformly painted and numbered, and shall have Contractor's name and the vehicle number painted in contrasting colors on each side and on the rear of the vehicle. All Containers shall be clearly marked with the Franchisee's name and phone number.

- B. Franchisee may furnish City-approved, detachable metal or plastic Containers to customers. Franchisee shall be responsible for the general repair and upkeep of Containers that it furnishes to Customers. Franchisee shall repair, repaint or touch-up such Containers as required, but not less than once every two years, and shall maintain such Containers in a sanitary non-leaking condition. Graffiti must be removed from Containers within forty-eight (48) hours of notification by City or customer. Franchisee's firm name and telephone number shall be indicated clearly on the surface of the bin or Container. Containers designated for Recyclables shall be labeled with the type(s) of material(s) to be placed therein. Labels shall be placed on each Container or lid provided to customers and must specify which materials are acceptable and unacceptable in the Container in written or graphic form.
- C. Any new Containers provided by Contractor to customers shall follow the following color requirements for Container lid and/or bin: green for Organic Waste, blue for Recyclables, and gray/black for Garbage. All Containers shall prominently display the type of designated material for source separation allowed to be placed in each Container. Labels must represent acceptable versus unacceptable items in written or graphic form as approved by the City.

5. COVERED LOADS AND LITTER ASSOCIATED WITH HAULING ACTIVITIES.

All Solid Waste collected by Franchisee shall be conveyed in modern collection equipment, so constructed and so loaded that there will not be any leakage or spillage of Solid Waste therefrom. Franchisee shall use reasonable and proper care in the handling of all Solid Waste collected so that none of said material is spilled either on private property or on streets or alleys. Franchisee shall be responsible for ensuring all Containers are covered during transportation to a recycling or disposal facility. Franchisee shall be responsible for ensuring that trash from its solid waste collection vehicle is being littered during transport. Franchisee is required to pick up litter generated from all hauling operations.

6. COMPLIANCE WITH AIR RESOURCES BOARD REGULATIONS

Franchisee shall maintain compliance with all applicable air pollution control laws during the entire period of this Agreement.

7. OWNERSHIP AND DISPOSAL OF INDUSTRIAL REFUSE

All Industrial Refuse collected by Franchisee shall become the property of Franchisee immediately upon the collection thereof, and shall immediately be removed and conveyed to its destination. Industrial Refuse collected by Franchisee shall be transported to a legally permitted Recycling, Composting, Anaerobic Digestion, or Landfill disposal facility. Nothing in this Agreement shall be construed to grant permission to Franchisee to dispose of collected Industrial Refuse at City's designated landfill site at City's preferred disposal rate for exclusive franchise Refuse.

8. LANDFILL TIP FEES

Franchisee is responsible for paying all applicable landfill tip fees on Industrial Refuse collected in City, even if the Industrial Refuse is transported to a Disposal facility outside of Santa Clara County where the fee is not collected at the gate. These fees include, but are not limited to, the Solid Waste Planning Fee and the AB 939 Implementation Fee.

9. LIQUIDATED DAMAGES

It shall be the duty of Franchisee to perform services under this Agreement in such a manner as to implement practices, policies, and procedures designed to achieve the goals set forth in the Agreement. Franchisee agrees its failure to perform the services as set forth in the Agreement would cause City damage. City and Franchisee mutually agree that making a precise determination of the amount of City's damage as a result of Franchisee's failure would be impractical and/or extremely difficult. Therefore, the parties agree that, in the event such a failure, Franchisee shall pay to City as liquidated damages the amounts listed below, in addition to any other rights or remedies available to City to enforce the Agreement. For the purposes of this Section, unless specifically stated, an occurrence refers to a single instance of collection at a particular site.

| # | Description | Reference | Amount |
|---|---|----------------|--|
| 1 | Failure to provide bundled services to weekly service customers | Exhibit B, § 1 | \$125 per customer per occurrence |
| 2 | Failure to meet specified diversion rates | Exhibit B, § 1 | \$50.00 per ton of material sent to facility that does not meet specified diversion rate. |
| 3 | Failure to comply with hours of operation in industrial areas within 300 feet of residential areas | Exhibit B, § 2 | \$500.00 per occurrence |
| 4 | Set out and collection of Refuse Container (cans, carts, bins, or debris boxes) in the City of Santa Clara outside of permitted areas | Exhibit B, § 2 | First Violation - \$1,000.00 per occurrence. |
| | | | Second Violation Within a One-Year Period - \$1,500.00 per occurrence per collection. |
| | | | Third Violation Within a One-Year Period - \$2,000.00 per occurrence per collection and cause for Immediate Termination of Contractor's Agreement with City. |

| | | | |
|----|--|----------------|---|
| 5 | Failure to submit any required documentation for the purposes of compliance review. City shall provide written notice to Franchisee after each thirty (30) day late period extended beyond the due date. | Exhibit B, § 3 | \$50.00 per each day late first thirty (30) days |
| | | | \$100.00 per day 30-60 days late |
| | | | \$150.00 per day 60-90 days late, and the immediate termination of Contract if report is over ninety (90) days late |
| 6 | Failure to make quarterly NEF fee payment by quarterly report due date | Exhibit B, § 3 | \$50.00 per day late first three calendar days; thereafter \$100.00 per day late, or one and one-quarter (1.25%) percent per month or part thereof of fee due whichever is greater. |
| 7 | Failure to timely submit fully completed quarterly report | Exhibit B, § 3 | \$125.00 per day late |
| 8 | Failure to maintain contactor name and phone number on Containers or remove graffiti within forty-eight (48) hours of notification | Exhibit B, § 4 | \$200.00 per occurrence |
| 9 | Failure to clean up litter spills from hauling operations or failure to cover loads during transportation. | Exhibit B, § 5 | \$125.00 per occurrence |
| 10 | Each failure to clean up spill or leakage of oil, hydraulic fluid, coolant, or other fluid from any collection vehicle used by Franchisee | Exhibit B, § 5 | \$500.00 per occurrence |
| 11 | Failure to submit quarterly reports using the form provided by the City | Exhibit C | \$500.00 per occurrence. |
| 12 | Failure to submit and maintain insurance certificates in full compliance with the requirements set forth in Section 13 of Exhibit "D" | Exhibit D | \$100.00 per day out of compliance |

EXHIBIT C NEF HAULER QUARTERLY REPORT

| | |
|---|--|
| Mail Certificate and Payment to: City of Santa Clara; Accounting Services 1500 Warburton Avenue Santa Clara, CA 95050 | Submit certificate only to: Karin Hickey, Environmental Programs Manager 1700 Walsh Avenue, Santa Clara, CA 95050 Or email: Environment@SantaClaraCA.gov |
|---|--|

Company Name

Quarter

Year

Contact Name

Title

Phone Number

PART I - TONNAGE, RECOVERY RATE AND GROSS BILLINGS SUMMARY

Please include all amounts billed to the customer for the service provided in calculation of gross billings, including but not limited to, fees charged to the customer, overweight charges, surcharges, etc. Include all tons/volume collected during the reporting quarter including recycling services without charge or compensation or for which customers are paid for materials.

| Material | Total Tons | Facility | Recovery Rate | Gross Billings |
|----------------------------------|------------|----------|---------------|----------------|
| Garbage to landfill | | | 0% | |
| Garbage as Mixed Waste to MRF | | | | |
| Mixed C&D Debris | | | | |
| Source-Separated C&D Debris | | | | |
| Recyclables | | | | |
| Organic Waste (incl. yard waste) | | | | |
| Other services | | | | |
| Total Gross Billings | | | | \$ - |

PART II - LIQUIDATED DAMAGES

The following liquidated damages are automatically calculated based on the failure to meet specific diversion requirements as set forth in the Exhibit B - Scope of Work.

\$ -

PART III - FRANCHISE & SB1383 IMPLEMENTATION FEES

| | |
|--|--|
| \$ - | \$ - |
| Franchise Fees (12% of gross billings) | SB1383 Implementation Fee (2% of gross billings) |

Total amount owed to the City: \$ -

PART IV - NUMBER OF CUSTOMER ACCOUNTS

| Report every quarter | Report on Q4 of each year (due every Jan 30) |
|---------------------------------------|--|
| Bundled weekly service accounts _____ | Accounts subject to AB 341* _____ |
| Temporary debris box accounts _____ | Accounts subject to AB 1826* _____ |

I declare under penalty of perjury that I have examined the appropriate records and believe the information to be true, correct, and complete; that I will maintain these records in my office for review by the City, and that I am authorized to fill out and submit this report to the City of Santa Clara.

☐ By checking the box I agree that my electronic signature is the legal equivalent of my manual signature.

Declarant Signature

Date

EXHIBIT D

INSURANCE REQUIREMENTS

COMMERCIAL GENERAL LIABILITY INSURANCE

Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:

- \$1,000,000 each occurrence
- \$1,000,000 general aggregate
- \$1,000,000 products/completed operations aggregate
- \$1,000,000 personal injury

Exact structure and layering of the coverage shall be left to the discretion of Franchisee; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.

The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Franchisee to comply with the insurance requirements of this Agreement:

Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;

There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and

Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01, with minimum policy limits of not less than one million dollars (\$1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned, non-owned and hired autos. The Automobile Liability Policy shall be endorsed to include Pollution Liability coverage. Pollution Liability coverage can be provided pursuant to the contract using form ISO Form CA 99 48 03 06.

WORKERS' COMPENSATION

Workers' Compensation Insurance Policy as required by statute and employer's liability with the following limits: at least one million dollars (\$1,000,000) policy limit Illness/Injury by disease, and one million dollars (\$1,000,000) for each Accident/Bodily Injury.

The indemnification and hold harmless obligations of Franchisee included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Franchisee or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).

This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

Additional Insureds. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Franchisee's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85 or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.

Primary and non-contributing. Each insurance policy provided by Franchisee shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the indemnitied may possess, including any self-insurance or self-insured retention they may have. Any other insurance indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Franchisee's insurance.

Cancellation.

Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.

Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.

Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through D of this Exhibit C, above.

ADDITIONAL INSURANCE RELATED PROVISIONS

Franchisee and City agree as follows:

Franchisee agrees to ensure that subcontractors, and any other party involved with the Services, who is brought onto or involved in the performance of the Services by Franchisee, provide the same minimum insurance coverage required of Contractor, except as with respect to limits. Franchisee agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Franchisee agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.

Franchisee agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Franchisee for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

The City reserves the right to withhold payments from the Franchisee in the event of material noncompliance with the insurance requirements set forth in this Agreement.

EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Franchisee, and each and every subcontractor (of every tier) shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Franchisee shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

EVIDENCE OF COMPLIANCE

Franchisee or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its

representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Franchisee shall submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be mailed to:

EBIX Inc.
City of Santa Clara Public Works Department
P.O. Box 100085 – S2 or 1 Ebix Way
Duluth, GA 30096 John's Creek, GA 30097

Telephone number: 951-766-2280
Fax number: 770-325-0409
Email address: ctsantaclara@ebix.com

QUALIFYING INSURERS

All of the insurance companies providing insurance for Franchisee shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by City or its insurance compliance representatives.

CITY OF SANTA CLARA
NOTICE OF PUBLIC HEARING REGARDING THE GRANTING OF
NON-EXCLUSIVE FRANCHISES TO HAUL INDUSTRIAL REFUSE AND
RECYCLABLE MATERIAL IN THE CITY OF SANTA CLARA

NOTICE IS HEREBY GIVEN that the City Council of the City of Santa Clara has set its public hearing which will be conducted by the Council at its meeting to be held on Tuesday, December 7, 2021, at 6:00 p.m. or as soon as thereafter as the matter may be heard during the regular meeting held virtually via Zoom consistent with State of California Executive Order N-29-20, at which time said Council will examine said report and hear all persons interested therein. If granted, the franchise term will be effective through December 31, 2026.

Meeting access:

<https://santaclara.zoom.us/j/99706759306> Meeting ID: 997-0675-9306

Phone: 669-900-6833 or 877-853-5257 (Toll Free)

The purpose of the public hearing is to provide City staff with an opportunity to present information to the City Council and to the public about the respective requests for non-exclusive franchises, company performance and recommendations for Council consideration. The public is invited to submit written comments [in support of or objecting to the grant of a franchise(s)] prior to hearing (submitted to the City Clerk by noon, Wednesday, December 1, 2021) or make oral presentations at the public meeting.

A copy of the standard non-exclusive franchise agreement will be made available for public inspection in the City Clerk's Office, City Hall, 1500 Warburton Avenue, Santa Clara, California.

The Applicants are:

1. EcoBox Recycling, Inc.
2. Ferma Greenbox, Inc.
3. GreenTeam of San Jose
4. GW Debris Services, LLC
5. Hernandez Dumpsters & Demolition Inc.
6. Jonna Corporation, Inc. dba Premier Recycle Company
7. Mission Trail Waste Systems, Inc.
8. RD Mendes Enterprises, Inc., dba Accurate Cleaning Systems
9. Recology South Bay
10. Republic Services Inc.
11. Toca Debris Box

AMERICANS WITH DISABILITIES ACT (ADA). In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 ("ADA"), the City of Santa Clara will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities, and will ensure that all existing facilities will be made accessible to the maximum extent feasible. The City of Santa Clara will generally, upon request, provide appropriate aids and services leading to effective communication for qualified persons with disabilities including those with speech, hearing, or vision impairments so they can participate equally in the City's programs, services, and activities. The City of Santa Clara will make all reasonable modifications to policies and

programs to ensure that people with disabilities have an equal opportunity to enjoy all of its programs, services, and activities.

Agendas and other written materials distributed during a public meeting that are public record will be made available by the City in an appropriate alternative format. Contact the City Clerk's Office at 1-408-615-2220 with your request for an alternative format copy of the agenda or other written materials.

Individuals who require an auxiliary aid or service for effective communication, or any other disability-related modification of policies or procedures, or other accommodation, in order to participate in a program, service, or activity of the City of Santa Clara, should contact the City's ADA Coordinator at 408-615-3000 as soon as possible but no later than 48 hours before the scheduled event.

Citizens are encouraged to submit written and/or oral comments directly to the City Clerk, 1500 Warburton Avenue, Santa Clara, California, 95050; telephone: (408) 615-2220; email: clerk@santaclaraca.gov.

Nora Pimentel, MMC, Assistant City Clerk



Agenda Report

21-1554

Agenda Date: 12/7/2021

REPORT TO COUNCIL

SUBJECT

Approve CalPERS' Annual Requirement of the 2022 Salary Plans for Classified and Unclassified Employees Pursuant to Current Labor Contracts base on Council's Former Approved Cost of Living Increases, Including the Classifications of City Manager, and Approval of a Second Amendment to the City Manager Employment Agreement to Memorialize the Past Two Years of 0% and 4.5% COLAs effective December 26, 2021

COUNCIL PILLAR

Enhance Community Engagement and Transparency

BACKGROUND

California Code Regulations Section 570.5 governs and requires the adoption of updated publicly available salary schedules/plan by the governing body. Section 9 of the Personnel and Salary Resolution requires Council approval of compensation plans for classified and unclassified positions. The proposed action satisfies these requirements for past actions approving cost of living increases effective December 26, 2021.

The Classified and Unclassified Salary Plans have been modified to reflect negotiated and pre-approved wage increases by City Council, for two bargaining units as part of their current Memorandum of Understanding (or MOUs). Classifications that are covered by the listed bargaining units shall receive an automatic wage increase as described below effective December 26, 2021, pursuant to the terms of their respective MOUs:

- City of Santa Clara Employees' Association (Unit 5/7/8): A wage increase of approximately 3.5%.
- Unclassified Miscellaneous Management (Unit 9): A wage increase of approximately 4.5%.

City of Santa Clara contracts with the California Public Employees' Retirement System (CalPERS) to provide retirement benefits for employees for classified and unclassified positions. When the City makes modifications to the salary schedules, or salary plan, for classified or unclassified positions, the Council must approve and adopt the publicly available salary schedules to comply with California Code of Regulations (CCR) section 570.5. Government Code section 20636(b)(1) and California Code of Regulations section 570.5 require that public salary schedules include specific information to be approved by the governing body whenever they are updated or revised. These changes are administrative in nature as the salary changes reflected in the updated salary plans have already been previously approved by Council.

This action is only focused on the approval of the required Salary Schedule for the purpose of

demonstrating compliance with CCR Section 570.5. The City Council has already approved the wage increases for both Classified and Unclassified employees, which are not subject to amendment or further Council action unless parties agree to any amendments.

Additionally, the City entered into an employment agreement with City Manager Santana on August 22, 2017 and that agreement provides for appropriate salary adjustments and that the City Manager is subject to cost of living adjustments applicable to Unit 9. These provisions were not altered by Amendment No. 1 to the employment agreement. The Council approved two years of 0% COLAs for the City Manager, along with a 4.5% effective December 26, 2021 and, therefore, the Second Amendment to the Employment Agreement needs to be completed to memorialize this Council approved action.

A similar action would have been required for the City Attorney, however, that position is currently vacant, and therefore no COLA adjustment for this position is included in this report.

DISCUSSION

Approval and Adoption of the Salary Plan for Classified and Unclassified Positions

The Classified and Unclassified Salary Plans have been modified to reflect negotiated wage increases for two bargaining groups. These changes are administrative in nature as the salary changes reflected in the updated salary plans have been previously approved by City Council. All classifications that are covered by the respective bargaining units shall receive an automatic increase effective the pay period beginning on December 26, 2021.

On December 16, 2020, the City Council approved the 2019-2023 Memorandum of Understanding (MOU) between the City and the City of Santa Clara Employees' Association (Unit 5/7/8). For the third year of the MOU, the MOU provides for a wage increase of approximately 3.5%, effective December 26, 2021.

On December 16, 2020, the City Council approved the 2019-2024 MOU between the City and the Miscellaneous Unclassified Management Employees (Unit 9). For the third year of the MOU, the MOU provides for a wage increase of approximately 4.5%, effective December 26, 2021.

Second Amendment to City Manager Employment Agreement

Section 3.2 of the City Manager's employment contract states she will be "subject to the cost of living adjustments for City Miscellaneous Unclassified Management Employees in Unit 9." Accordingly, the Unit MOU provides for a 4.5% adjustment and the City Manager will be entitled to that same adjustment effective December 26, 2021. However, if those adjustments exceed the amount set forth in Government Code sections 3511.1 and 3511.2 (referencing the Consumer Price Index), they will not be automatic and will require approval of the Council. Accordingly, the 4.5% Unit 9 adjustment does not exceed the CPI, as demonstrated below:

- Consumer Price Index for Urban Wage Earners and Clerical Workers, United States, which according to the Bureau of Labor Statistics is 5.9% over the past 12 months; and,

- Below the CPI of 4.9% for Urban Wage Earners and Clerical Workers, for the San Francisco-Oakland-Hayward, California area.

A second amendment to the City Manager's employment agreement is needed to reflect the two years of 0% of COLAs and to reflect a salary of \$468,673.97, which is approximately a 4.5% increase effective December 26, 2021.

Section 9 of the Personnel and Salary Resolution requires City Council approval of compensation plans for both classified and unclassified positions. California Code Regulations section 570.5 requires the adoption of updated publicly available salary schedules by the governing body. The attached Resolution attaches and approves the updated salary plan for the classification of City Manager.

ENVIRONMENTAL REVIEW

The action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378(b)(5) in that it is a governmental organizational or administrative activity that will not result in direct or indirect changes in the environment.

FISCAL IMPACT

The general wage increases have a total annual cost (as shown in the table below) of approximately \$3.0 million (all funds), of which approximately \$1.6 million is in the General Fund and \$1.4 million is in other funds.

| Bargaining Unit | General Fund | All Funds |
|--|--------------|--------------|
| Employees' Association (Unit 5/7/8) | \$ 760,000 | \$ 1,374,000 |
| Misc. Unclassified Management (Unit 9) | \$ 814,000 | \$ 1,635,000 |
| TOTAL | \$ 1,574,000 | \$ 3,009,000 |

Since the Council already approved the COLA adjustments in 2020, the wage increases have already been budgeted and were appropriately reflected in the City's FY 2021/22 and FY 2022/23 Adopted Budget. As these COLA adjustments are scheduled to take place during the middle of the current fiscal year, the anticipated total fiscal impact for FY 2021/22 is approximately \$1.5 million, of which approximately \$787,000 is in the General Fund and \$718,000 is in other funds. No additional budget action is required.

COORDINATION

This report has been coordinated with the City Attorney's Office and the Finance Department.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any agenda report may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov or at the

public information desk at any City of Santa Clara public library.

RECOMMENDATION

1. Adopt a Resolution to approve the administrative changes based on former Council action for the annual filing of salary plans for various classified and unclassified positions to satisfy the requirements of California Code of Regulations Section 570.5 effective December 26, 2021; and
2. Adopt a Resolution approving the Second Amendment to the City Manager's Employment Agreement by and between the City of Santa Clara and Deanna J. Santana to memorialize two years of 0% cost of living adjustment and to adjust the City Manager's base salary to \$468,673.97 effective December 26, 2021.

Prepared by: Aracely Azevedo, Director of Human Resources

Reviewed by: Sujata Reuter, Chief Assistant City Attorney

ATTACHMENTS

1. Classified Salary Plan (effective 2021-12-26) approved 2021-12-07
2. Unclassified Salary Plan (effective 2021-12-26) approved 2021-12-07
3. Resolution for Classified and Unclassified Salary Plans (effective 2021-12-26) approved 2021-12-07
4. Resolution of the City of Santa Clara to Amend the City Manager Employment Agreement
5. Second Amendment to Employment Agreement

City of Santa Clara
Classified Salary Plan

Effective 12/26/2021
Approved 12/7/2021

| | | | | | Step 1 | | | Step 2 | | | Step 3 | | | Step 4 | | | Step 5 | | | Step 6 | | | Step 7 | | |
|-------------------------------|----------|------------|----------|-------|--------------|--------------|---------------|--------------|--------------|---------------|---------------|--------------|---------------|---------------|--------------|---------------|--------------|--------------|---------------|--------------|--------------|---------------|--------------|--------------|---------------|
| Job Title | Job Code | Union Code | Sal Plan | Grade | Hourly | Monthly | Annual | Hourly | Monthly | Annual | Hourly | Monthly | Annual | Hourly | Monthly | Annual | Hourly | Monthly | Annual | Hourly | Monthly | Annual | Hourly | Monthly | Annual |
| ACCOUNT CLERK I | 210 | 578 | A | 019 | \$ 34.101288 | \$ 5,910.89 | \$ 70,930.68 | \$ 35.826923 | \$ 6,210.00 | \$ 74,520.00 | \$ 37.672038 | \$ 6,529.82 | \$ 78,357.84 | \$ 39.600692 | \$ 6,864.12 | \$ 82,369.44 | \$ 41.547288 | \$ 7,201.53 | \$ 86,418.36 | \$ 42.556442 | \$ 7,376.45 | \$ 88,517.40 | \$ 43.655135 | \$ 7,566.89 | \$ 90,802.68 |
| ACCOUNT CLERK II | 215 | 578 | A | 023 | \$ 37.672038 | \$ 6,529.82 | \$ 78,357.84 | \$ 39.600692 | \$ 6,864.12 | \$ 82,369.44 | \$ 41.547288 | \$ 7,201.53 | \$ 86,418.36 | \$ 43.655135 | \$ 7,566.89 | \$ 90,802.68 | \$ 45.804750 | \$ 7,939.49 | \$ 95,273.88 | \$ 46.825788 | \$ 8,116.47 | \$ 97,397.64 | \$ 48.002135 | \$ 8,320.37 | \$ 99,844.44 |
| ACCOUNT CLERK III | 220 | 578 | A | 025 | \$ 39.600692 | \$ 6,864.12 | \$ 82,369.44 | \$ 41.547288 | \$ 7,201.53 | \$ 86,418.36 | \$ 43.655135 | \$ 7,566.89 | \$ 90,802.68 | \$ 45.804750 | \$ 7,939.49 | \$ 95,273.88 | \$ 48.002135 | \$ 8,320.37 | \$ 99,844.44 | \$ 49.184423 | \$ 8,525.30 | \$ 102,303.60 | \$ 50.426423 | \$ 8,740.58 | \$ 104,886.96 |
| ACCOUNTANT | 205 | 578 | A | 031 | \$ 45.804750 | \$ 7,939.49 | \$ 95,273.88 | \$ 48.002135 | \$ 8,320.37 | \$ 99,844.44 | \$ 50.426423 | \$ 8,740.58 | \$ 104,886.96 | \$ 52.970135 | \$ 9,181.49 | \$ 110,177.88 | \$ 55.591442 | \$ 9,635.85 | \$ 115,630.20 | \$ 56.923038 | \$ 9,866.66 | \$ 118,399.92 | \$ 58.397885 | \$ 10,122.30 | \$ 121,467.60 |
| ACCOUNTING TECHNICIAN I | 216 | 578 | A | 018 | \$ 33.277269 | \$ 5,768.06 | \$ 69,216.72 | \$ 34.919308 | \$ 6,052.68 | \$ 72,632.16 | \$ 36.740538 | \$ 6,368.36 | \$ 76,420.32 | \$ 38.597538 | \$ 6,690.24 | \$ 80,282.88 | \$ 40.585962 | \$ 7,034.90 | \$ 84,418.80 | \$ 41.547288 | \$ 7,201.53 | \$ 86,418.36 | \$ 42.556442 | \$ 7,376.45 | \$ 88,517.40 |
| ACCOUNTING TECHNICIAN II | 217 | 578 | A | 020 | \$ 34.919308 | \$ 6,052.68 | \$ 72,632.16 | \$ 36.740538 | \$ 6,368.36 | \$ 76,420.32 | \$ 38.597538 | \$ 6,690.24 | \$ 80,282.88 | \$ 40.585962 | \$ 7,034.90 | \$ 84,418.80 | \$ 42.556442 | \$ 7,376.45 | \$ 88,517.40 | \$ 43.655135 | \$ 7,566.89 | \$ 90,802.68 | \$ 44.759769 | \$ 7,758.36 | \$ 93,100.32 |
| ASSOCIATE ENGINEER (CIVIL) | 321 | 4 | E | 034 | \$ 59.737038 | \$ 10,354.42 | \$ 124,253.04 | \$ 62.842558 | \$ 10,922.71 | \$ 130,712.52 | \$ 65.8757269 | \$ 11,417.86 | \$ 137,014.32 | \$ 69.171058 | \$ 11,989.65 | \$ 143,875.80 | \$ 72.697500 | \$ 12,600.90 | \$ 151,210.80 | \$ 74.602212 | \$ 12,931.05 | \$ 155,172.60 | \$ 76.458750 | \$ 13,252.85 | \$ 159,034.20 |
| ASSOCIATE PLANNER | 240 | 578 | A | 036 | \$ 51.668423 | \$ 8,955.86 | \$ 107,470.32 | \$ 54.271846 | \$ 9,407.12 | \$ 112,885.44 | \$ 56.923038 | \$ 9,866.66 | \$ 118,399.92 | \$ 59.890673 | \$ 10,381.05 | \$ 124,572.60 | \$ 62.924019 | \$ 10,906.83 | \$ 130,881.96 | \$ 64.416808 | \$ 11,165.58 | \$ 133,986.96 | \$ 65.921538 | \$ 11,426.40 | \$ 137,116.80 |
| ASST ELEC UTILITY ENGINEER | 230 | 4 | E2 | 032 | \$ 61.047923 | \$ 10,581.64 | \$ 126,979.68 | \$ 63.987058 | \$ 11,091.09 | \$ 133,093.08 | \$ 67.303673 | \$ 11,665.97 | \$ 139,991.64 | \$ 70.552962 | \$ 12,229.18 | \$ 146,750.16 | \$ 74.092038 | \$ 12,842.62 | \$ 154,111.44 | \$ 75.972808 | \$ 13,168.62 | \$ 158,023.44 | \$ 77.860327 | \$ 13,495.79 | \$ 161,949.48 |
| ASST ENGINEER (CIVIL) | 228 | 4 | E | 032 | \$ 56.990365 | \$ 9,878.33 | \$ 118,539.96 | \$ 59.737038 | \$ 10,354.42 | \$ 124,253.04 | \$ 62.842558 | \$ 10,922.71 | \$ 130,712.52 | \$ 65.8757269 | \$ 11,417.86 | \$ 137,014.32 | \$ 69.171058 | \$ 11,989.65 | \$ 143,875.80 | \$ 72.697500 | \$ 12,600.90 | \$ 151,210.80 | \$ 74.602212 | \$ 12,931.05 | \$ 155,172.60 |
| ASST PLANNER | 232 | 578 | A | 029 | \$ 43.655135 | \$ 7,566.89 | \$ 90,802.68 | \$ 45.804750 | \$ 7,939.49 | \$ 95,273.88 | \$ 48.002135 | \$ 8,320.37 | \$ 99,844.44 | \$ 50.426423 | \$ 8,740.58 | \$ 104,886.96 | \$ 52.970135 | \$ 9,181.49 | \$ 110,177.88 | \$ 54.271846 | \$ 9,407.12 | \$ 112,885.44 | \$ 55.591442 | \$ 9,635.85 | \$ 115,630.20 |
| ASST SANITARY SEWER SUPERINT | 235 | 578 | A | 038 | \$ 54.271846 | \$ 9,407.12 | \$ 112,885.44 | \$ 56.923038 | \$ 9,866.66 | \$ 118,399.92 | \$ 59.890673 | \$ 10,381.05 | \$ 124,572.60 | \$ 62.924019 | \$ 10,906.83 | \$ 130,881.96 | \$ 65.921538 | \$ 11,426.40 | \$ 137,116.80 | \$ 67.575577 | \$ 11,713.10 | \$ 140,557.20 | \$ 69.259442 | \$ 12,004.97 | \$ 144,059.64 |
| ASST TRAINING OFFICER | 233S | 1S | C1 | 041 | \$ 57.072363 | \$ 13,849.56 | \$ 166,194.72 | \$ 59.744511 | \$ 14,553.80 | \$ 174,645.60 | \$ 62.968558 | \$ 15,280.37 | \$ 183,364.44 | \$ 66.146786 | \$ 16,051.62 | \$ 192,619.44 | \$ 69.513503 | \$ 16,868.61 | \$ 202,423.32 | \$ 71.192514 | \$ 17,276.05 | \$ 207,312.60 | \$ 72.976731 | \$ 17,709.02 | \$ 212,508.24 |
| ASST WATER SUPERINTENDENT | 229 | 578 | A | 038 | \$ 54.271846 | \$ 9,407.12 | \$ 112,885.44 | \$ 56.923038 | \$ 9,866.66 | \$ 118,399.92 | \$ 59.890673 | \$ 10,381.05 | \$ 124,572.60 | \$ 62.924019 | \$ 10,906.83 | \$ 130,881.96 | \$ 65.921538 | \$ 11,426.40 | \$ 137,116.80 | \$ 67.575577 | \$ 11,713.10 | \$ 140,557.20 | \$ 69.259442 | \$ 12,004.97 | \$ 144,059.64 |
| AUTO SERVICES UTILITY WORKER | 244 | 578 | A | 015 | \$ 30.900750 | \$ 5,356.13 | \$ 64,273.56 | \$ 32.435038 | \$ 5,622.12 | \$ 67,465.44 | \$ 34.101288 | \$ 5,910.89 | \$ 70,930.68 | \$ 35.826923 | \$ 6,210.00 | \$ 74,520.00 | \$ 37.672038 | \$ 6,529.82 | \$ 78,357.84 | \$ 38.597538 | \$ 6,690.24 | \$ 80,282.88 | \$ 39.600692 | \$ 6,864.12 | \$ 82,369.44 |
| AUTOMOTIVE FOREMAN/FOREWOMAN | 252 | 578 | A | 030 | \$ 44.759769 | \$ 7,758.36 | \$ 93,100.32 | \$ 46.825788 | \$ 8,116.47 | \$ 97,397.64 | \$ 49.184423 | \$ 8,525.30 | \$ 102,303.60 | \$ 51.668423 | \$ 8,956.86 | \$ 107,470.32 | \$ 54.271846 | \$ 9,407.12 | \$ 112,885.44 | \$ 55.591442 | \$ 9,635.85 | \$ 115,630.20 | \$ 56.923038 | \$ 9,866.66 | \$ 118,399.92 |
| AUTOMOTIVE TECHNICIAN I | 248 | 6 | G | 020 | \$ 33.990577 | \$ 5,891.70 | \$ 70,700.40 | \$ 35.711423 | \$ 6,189.98 | \$ 74,279.76 | \$ 37.591904 | \$ 6,515.93 | \$ 78,191.16 | \$ 39.549231 | \$ 6,855.20 | \$ 82,262.40 | \$ 41.477019 | \$ 7,189.35 | \$ 86,272.20 | \$ 42.511904 | \$ 7,368.73 | \$ 88,424.76 | \$ 43.552673 | \$ 7,549.13 | \$ 90,589.56 |
| AUTOMOTIVE TECHNICIAN II | 249 | 6 | G | 022 | \$ 35.711423 | \$ 6,189.98 | \$ 74,279.76 | \$ 37.591904 | \$ 6,515.93 | \$ 78,191.16 | \$ 39.549231 | \$ 6,855.20 | \$ 82,262.40 | \$ 41.477019 | \$ 7,189.35 | \$ 86,272.20 | \$ 43.552673 | \$ 7,549.13 | \$ 90,589.56 | \$ 44.604750 | \$ 7,737.73 | \$ 92,852.76 | \$ 45.846038 | \$ 7,911.98 | \$ 94,943.76 |
| AUTOMOTIVE TECHNICIAN III | 250 | 6 | G | 028 | \$ 41.477019 | \$ 7,189.35 | \$ 86,272.20 | \$ 43.552673 | \$ 7,549.13 | \$ 90,589.56 | \$ 45.846038 | \$ 7,911.98 | \$ 94,943.76 | \$ 47.863558 | \$ 8,296.35 | \$ 99,556.20 | \$ 50.317673 | \$ 8,721.73 | \$ 104,660.76 | \$ 51.535846 | \$ 8,932.88 | \$ 107,194.56 | \$ 52.771731 | \$ 9,147.10 | \$ 109,765.20 |
| BUILDING MAINT FOREPERSON | 258 | 578 | A | 031 | \$ 45.804750 | \$ 7,939.49 | \$ 95,273.88 | \$ 48.002135 | \$ 8,320.37 | \$ 99,844.44 | \$ 50.426423 | \$ 8,740.58 | \$ 104,886.96 | \$ 52.970135 | \$ 9,181.49 | \$ 110,177.88 | \$ 55.591442 | \$ 9,635.85 | \$ 115,630.20 | \$ 56.923038 | \$ 9,866.66 | \$ 118,399.92 | \$ 58.397885 | \$ 10,122.30 | \$ 121,467.60 |
| BUILDING MAINT WORKER | 260 | 6 | G | 026 | \$ 39.549231 | \$ 6,855.20 | \$ 82,262.40 | \$ 41.477019 | \$ 7,189.35 | \$ 86,272.20 | \$ 43.552673 | \$ 7,549.13 | \$ 90,589.56 | \$ 45.846038 | \$ 7,911.98 | \$ 94,943.76 | \$ 47.863558 | \$ 8,296.35 | \$ 99,556.20 | \$ 49.087673 | \$ 8,508.53 | \$ 102,102.36 | \$ 50.317673 | \$ 8,721.73 | \$ 104,660.76 |
| BUILDING/HOUSING INSPECTOR | 254 | 578 | A | 035 | \$ 50.426423 | \$ 8,740.58 | \$ 104,886.96 | \$ 52.970135 | \$ 9,181.49 | \$ 110,177.88 | \$ 55.591442 | \$ 9,635.85 | \$ 115,630.20 | \$ 58.397885 | \$ 10,122.30 | \$ 121,467.60 | \$ 61.413346 | \$ 10,644.98 | \$ 127,739.76 | \$ 62.924019 | \$ 10,906.83 | \$ 130,881.96 | \$ 64.416808 | \$ 11,165.58 | \$ 133,986.96 |
| BUSINESS ANALYST | 262 | 578 | A | 035 | \$ 50.426423 | \$ 8,740.58 | \$ 104,886.96 | \$ 52.970135 | \$ 9,181.49 | \$ 110,177.88 | \$ 55.591442 | \$ 9,635.85 | \$ 115,630.20 | \$ 58.397885 | \$ 10,122.30 | \$ 121,467.60 | \$ 61.413346 | \$ 10,644.98 | \$ 127,739.76 | \$ 62.924019 | \$ 10,906.83 | \$ 130,881.96 | \$ 64.416808 | \$ 11,165.58 | \$ 133,986.96 |
| BUSINESS ANALYST-FIBER | 262A | 578 | A | 035 | \$ 50.426423 | \$ 8,740.58 | \$ 104,886.96 | \$ 52.970135 | \$ 9,181.49 | \$ 110,177.88 | \$ 55.591442 | \$ 9,635.85 | \$ 115,630.20 | \$ 58.397885 | \$ 10,122.30 | \$ 121,467.60 | \$ 61.413346 | \$ 10,644.98 | \$ 127,739.76 | \$ 62.924019 | \$ 10,906.83 | \$ 130,881.96 | \$ 64.416808 | \$ 11,165.58 | \$ 133,986.96 |
| BUSINESS ANALYST-PUBLIC BENEF | 262B | 578 | A | 035 | \$ 50.426423 | \$ 8,740.58 | \$ 104,886.96 | \$ 52.970135 | \$ 9,181.49 | \$ 110,177.88 | \$ 55.591442 | \$ 9,635.85 | \$ 115,630.20 | \$ 58.397885 | \$ 10,122.30 | \$ 121,467.60 | \$ 61.413346 | \$ 10,644.98 | \$ 127,739.76 | \$ 62.924019 | \$ 10,906.83 | \$ 130,881.96 | \$ 64.416808 | \$ 11,165.58 | \$ 133,986.96 |
| BUYER | 270 | 578 | A | 032 | \$ 46.825788 | \$ 8,116.47 | \$ 97,397.64 | \$ 49.184423 | \$ 8,525.30 | \$ 102,303.60 | \$ 51.668423 | \$ 8,956.86 | \$ 107,470.32 | \$ 54.271846 | \$ 9,407.12 | \$ 112,885.44 | \$ 56.923038 | \$ 9,866.66 | \$ 118,399.92 | \$ 58.397885 | \$ 10,122.30 | \$ 121,467.60 | \$ 59.890673 | \$ 10,381.05 | \$ 124,572.60 |
| CEMETERY WORKER I | 290 | 6 | G | 019 | \$ 33.210000 | \$ 5,756.40 | \$ 69,076.80 | \$ 34.842115 | \$ 6,039.30 | \$ 72,471.60 | \$ 36.616154 | \$ 6,346.80 | \$ 76,161.60 | \$ 38.579423 | \$ 6,687.10 | \$ 80,245.20 | \$ 40.524981 | \$ 7,024.33 | \$ 84,291.96 | \$ 41.477019 | \$ | | | | |

City of Santa Clara
Classified Salary PlanEffective 12/26/2021
Approved 12/7/2021

| Job Title | Job Code | Union Code | Sal Plan | Grade | Step 1 | | | Step 2 | | | Step 3 | | | Step 4 | | | Step 5 | | | Step 6 | | | Step 7 | | |
|--------------------------------|----------|------------|----------|-------|--------------|--------------|---------------|--------------|--------------|---------------|--------------|--------------|---------------|--------------|--------------|---------------|---------------|--------------|---------------|---------------|--------------|---------------|---------------|--------------|---------------|
| | | | | | Hourly | Monthly | Annual | Hourly | Monthly | Annual | Hourly | Monthly | Annual | Hourly | Monthly | Annual | Hourly | Monthly | Annual | Hourly | Monthly | Annual | Hourly | Monthly | Annual |
| ELEC UTIL ELECTRICIAN APPRENT | 887 | 3 | D1 | 026 | \$ 53.388808 | \$ 9,254.06 | \$ 111,048.72 | \$ 55.946654 | \$ 9,697.42 | \$ 116,369.04 | \$ 58.765096 | \$ 10,185.95 | \$ 122,231.40 | \$ 61.590115 | \$ 10,675.62 | \$ 128,107.44 | \$ 64.635577 | \$ 11,203.50 | \$ 134,442.00 | \$ 66.285173 | \$ 11,489.43 | \$ 137,873.16 | \$ 67.941462 | \$ 11,776.52 | \$ 141,318.24 |
| ELEC UTIL ELECTRICIAN TECH | 890 | 3 | D1 | 035 | \$ 66.285173 | \$ 11,489.43 | \$ 137,873.16 | \$ 69.584423 | \$ 12,061.30 | \$ 144,735.60 | \$ 73.003846 | \$ 12,654.00 | \$ 151,848.00 | \$ 76.750558 | \$ 13,303.43 | \$ 159,641.16 | \$ 80.684250 | \$ 13,985.27 | \$ 167,823.24 | \$ 82.694538 | \$ 14,333.72 | \$ 172,004.64 | \$ 84.758192 | \$ 14,691.42 | \$ 176,297.04 |
| ELEC UTIL NETWORK ADMINISTRAT | 436 | 578 | A | 043 | \$ 61.413346 | \$ 10,644.98 | \$ 127,739.76 | \$ 64.416808 | \$ 11,165.58 | \$ 133,986.96 | \$ 67.575577 | \$ 11,713.10 | \$ 140,557.20 | \$ 70.985077 | \$ 12,304.08 | \$ 147,648.96 | \$ 74.579712 | \$ 12,927.15 | \$ 155,125.80 | \$ 76.394942 | \$ 13,241.79 | \$ 158,901.48 | \$ 78.287827 | \$ 13,569.89 | \$ 162,838.68 |
| ELEC UTILITY ELECTRICIAN | 885 | 3 | D1 | 032 | \$ 61.590115 | \$ 10,675.62 | \$ 128,107.44 | \$ 64.635577 | \$ 11,203.50 | \$ 134,442.00 | \$ 67.941462 | \$ 11,776.52 | \$ 141,318.24 | \$ 71.214000 | \$ 12,343.76 | \$ 148,125.12 | \$ 74.787058 | \$ 12,963.09 | \$ 155,557.08 | \$ 76.750558 | \$ 13,303.43 | \$ 159,641.16 | \$ 78.680654 | \$ 13,637.98 | \$ 163,655.78 |
| ELEC UTILITY ENGINEER | 428 | 4 | E2 | 042 | \$ 77.860327 | \$ 13,495.79 | \$ 161,949.48 | \$ 81.905019 | \$ 14,196.87 | \$ 170,362.44 | \$ 85.787942 | \$ 14,869.91 | \$ 178,438.92 | \$ 90.129288 | \$ 15,622.41 | \$ 187,468.92 | \$ 94.719981 | \$ 16,418.13 | \$ 197,017.56 | \$ 97.011981 | \$ 16,815.41 | \$ 201,784.92 | \$ 99.290481 | \$ 17,210.35 | \$ 206,524.20 |
| ELEC UTILITY EQUIP OPERATR | 429 | 3 | D2 | 022 | \$ 48.446654 | \$ 8,397.42 | \$ 100,769.04 | \$ 50.911038 | \$ 8,824.58 | \$ 105,894.96 | \$ 53.415519 | \$ 9,258.69 | \$ 111,104.28 | \$ 56.086962 | \$ 9,721.74 | \$ 116,660.88 | \$ 58.911981 | \$ 10,211.41 | \$ 122,536.92 | \$ 60.321173 | \$ 10,455.67 | \$ 125,468.04 | \$ 61.750442 | \$ 10,703.41 | \$ 128,440.92 |
| ELEC UTILITY GEN TECH | 431 | 3 | D1 | 035 | \$ 66.285173 | \$ 11,489.43 | \$ 137,873.16 | \$ 69.584423 | \$ 12,061.30 | \$ 144,735.60 | \$ 73.003846 | \$ 12,654.00 | \$ 151,848.00 | \$ 76.750558 | \$ 13,303.43 | \$ 159,641.16 | \$ 80.684250 | \$ 13,985.27 | \$ 167,823.24 | \$ 82.694538 | \$ 14,333.72 | \$ 172,004.64 | \$ 84.758192 | \$ 14,691.42 | \$ 176,297.04 |
| ELEC UTILITY PROG ANALYST | 440 | 578 | A | 036 | \$ 51.668423 | \$ 8,955.86 | \$ 107,470.32 | \$ 54.271846 | \$ 9,407.12 | \$ 112,885.44 | \$ 56.923038 | \$ 9,866.66 | \$ 118,399.92 | \$ 59.890673 | \$ 10,381.05 | \$ 124,572.60 | \$ 62.924019 | \$ 10,906.83 | \$ 130,881.96 | \$ 64.416808 | \$ 11,165.58 | \$ 133,986.96 | \$ 65.921538 | \$ 11,426.40 | \$ 137,116.80 |
| ELECTRICAL ESTIMATOR | 437 | 3 | D1 | 027 | \$ 54.684404 | \$ 9,478.63 | \$ 113,743.56 | \$ 57.355846 | \$ 9,941.68 | \$ 119,300.16 | \$ 60.174288 | \$ 10,430.21 | \$ 125,162.52 | \$ 63.092827 | \$ 10,936.09 | \$ 131,233.08 | \$ 66.285173 | \$ 11,489.43 | \$ 137,873.16 | \$ 67.941462 | \$ 11,776.52 | \$ 141,318.24 | \$ 69.584423 | \$ 12,061.30 | \$ 144,735.60 |
| ENERGY CONSERVATION COORD | 913 | 578 | A | 028 | \$ 42.556442 | \$ 7,376.45 | \$ 88,517.40 | \$ 44.759769 | \$ 7,758.36 | \$ 93,100.32 | \$ 46.825788 | \$ 8,116.47 | \$ 97,397.64 | \$ 49.184423 | \$ 8,525.30 | \$ 102,303.60 | \$ 51.668423 | \$ 8,955.86 | \$ 107,470.32 | \$ 52.970135 | \$ 9,181.49 | \$ 110,177.88 | \$ 54.271846 | \$ 9,407.12 | \$ 112,885.44 |
| ENERGY CONSRVATION SPECIALIST | 446 | 578 | A | 021 | \$ 35.826923 | \$ 6,210.00 | \$ 74,520.00 | \$ 37.672038 | \$ 6,529.82 | \$ 78,357.84 | \$ 39.600692 | \$ 6,864.12 | \$ 82,369.44 | \$ 41.547288 | \$ 7,201.53 | \$ 86,418.36 | \$ 43.655135 | \$ 7,566.89 | \$ 90,802.68 | \$ 44.759769 | \$ 7,758.36 | \$ 93,100.32 | \$ 45.804750 | \$ 7,939.49 | \$ 95,273.88 |
| ENGINEERING AIDE | 460 | 578 | A | 021 | \$ 35.826923 | \$ 6,210.00 | \$ 74,520.00 | \$ 37.672038 | \$ 6,529.82 | \$ 78,357.84 | \$ 39.600692 | \$ 6,864.12 | \$ 82,369.44 | \$ 41.547288 | \$ 7,201.53 | \$ 86,418.36 | \$ 43.655135 | \$ 7,566.89 | \$ 90,802.68 | \$ 44.759769 | \$ 7,758.36 | \$ 93,100.32 | \$ 45.804750 | \$ 7,939.49 | \$ 95,273.88 |
| ENGINEERING AIDE - FIBER | 460F | 578 | A | 021 | \$ 35.826923 | \$ 6,210.00 | \$ 74,520.00 | \$ 37.672038 | \$ 6,529.82 | \$ 78,357.84 | \$ 39.600692 | \$ 6,864.12 | \$ 82,369.44 | \$ 41.547288 | \$ 7,201.53 | \$ 86,418.36 | \$ 43.655135 | \$ 7,566.89 | \$ 90,802.68 | \$ 44.759769 | \$ 7,758.36 | \$ 93,100.32 | \$ 45.804750 | \$ 7,939.49 | \$ 95,273.88 |
| ENGINEERING AIDE (ELECTRIC) | 460A | 578 | A | 021 | \$ 35.826923 | \$ 6,210.00 | \$ 74,520.00 | \$ 37.672038 | \$ 6,529.82 | \$ 78,357.84 | \$ 39.600692 | \$ 6,864.12 | \$ 82,369.44 | \$ 41.547288 | \$ 7,201.53 | \$ 86,418.36 | \$ 43.655135 | \$ 7,566.89 | \$ 90,802.68 | \$ 44.759769 | \$ 7,758.36 | \$ 93,100.32 | \$ 45.804750 | \$ 7,939.49 | \$ 95,273.88 |
| EQUIPMENT OPERATOR | 470 | 6 | G | 027 | \$ 40.524981 | \$ 7,024.33 | \$ 84,291.96 | \$ 42.511904 | \$ 7,368.73 | \$ 88,424.76 | \$ 44.640750 | \$ 7,737.73 | \$ 92,852.76 | \$ 46.769596 | \$ 8,106.73 | \$ 97,280.76 | \$ 49.087673 | \$ 8,508.53 | \$ 102,102.36 | \$ 50.317673 | \$ 8,721.73 | \$ 104,660.76 | \$ 51.535846 | \$ 8,932.88 | \$ 107,194.56 |
| FACILITIES INSPECTION SUPERVIS | 467 | 578 | A | 035 | \$ 50.426423 | \$ 8,740.58 | \$ 104,886.96 | \$ 52.970135 | \$ 9,181.49 | \$ 110,177.88 | \$ 55.914422 | \$ 9,635.85 | \$ 115,630.20 | \$ 58.397885 | \$ 10,122.30 | \$ 121,467.60 | \$ 61.413346 | \$ 10,644.98 | \$ 127,739.76 | \$ 62.924019 | \$ 10,906.83 | \$ 130,881.96 | \$ 64.416808 | \$ 11,165.58 | \$ 133,986.96 |
| FACILITIES TECHNICIAN | 469 | 6 | G | 027 | \$ 40.524981 | \$ 7,024.33 | \$ 84,291.96 | \$ 42.511904 | \$ 7,368.73 | \$ 88,424.76 | \$ 44.640750 | \$ 7,737.73 | \$ 92,852.76 | \$ 46.769596 | \$ 8,106.73 | \$ 97,280.76 | \$ 49.087673 | \$ 8,508.53 | \$ 102,102.36 | \$ 50.317673 | \$ 8,721.73 | \$ 104,660.76 | \$ 51.535846 | \$ 8,932.88 | \$ 107,194.56 |
| FIBER SPLICING TECHNICIAN | 488 | 3 | D1 | 032 | \$ 61.590115 | \$ 10,675.62 | \$ 128,107.44 | \$ 64.635577 | \$ 11,203.50 | \$ 134,442.00 | \$ 67.941462 | \$ 11,776.52 | \$ 141,318.24 | \$ 71.214000 | \$ 12,343.76 | \$ 148,125.12 | \$ 74.787058 | \$ 12,963.09 | \$ 155,557.08 | \$ 76.750558 | \$ 13,303.43 | \$ 159,641.16 | \$ 78.680654 | \$ 13,637.98 | \$ 163,655.78 |
| FINANCIAL ANALYST | 472 | 578 | A | 033 | \$ 48.002135 | \$ 8,320.37 | \$ 99,844.44 | \$ 50.426423 | \$ 8,740.58 | \$ 104,886.96 | \$ 52.970135 | \$ 9,181.49 | \$ 110,177.88 | \$ 55.91442 | \$ 9,635.85 | \$ 115,630.20 | \$ 58.397885 | \$ 10,122.30 | \$ 121,467.60 | \$ 59.890673 | \$ 10,381.05 | \$ 124,572.60 | \$ 61.413346 | \$ 10,644.98 | \$ 127,739.76 |
| FIRE APPLICATION DATA ANALYST | 491 | 578 | A | 032 | \$ 46.825788 | \$ 8,116.47 | \$ 97,397.64 | \$ 49.184423 | \$ 8,525.30 | \$ 102,303.60 | \$ 51.668423 | \$ 8,955.86 | \$ 107,470.32 | \$ 54.271846 | \$ 9,407.12 | \$ 112,885.44 | \$ 56.923038 | \$ 9,866.66 | \$ 118,399.92 | \$ 58.397885 | \$ 10,122.30 | \$ 121,467.60 | \$ 59.890673 | \$ 10,381.05 | \$ 124,572.60 |
| FIRE CAPTAIN - TRAINING | 475T | 1 | C | 043 | \$ 82.520135 | \$ 14,303.49 | \$ 171,641.88 | \$ 86.639769 | \$ 15,017.56 | \$ 180,210.72 | \$ 91.012788 | \$ 15,775.55 | \$ 189,306.60 | \$ 95.645135 | \$ 16,578.49 | \$ 198,941.88 | \$ 100.410231 | \$ 17,404.44 | \$ 208,853.28 | \$ 102.841038 | \$ 17,825.78 | \$ 213,909.36 | \$ 105.416538 | \$ 18,272.20 | \$ 219,266.40 |
| FIRE CAPTAIN 24 HRS | 475S | 1S | C1 | 038 | \$ 53.034931 | \$ 12,869.81 | \$ 154,437.72 | \$ 55.638915 | \$ 13,501.71 | \$ 162,020.52 | \$ 58.510261 | \$ 14,198.49 | \$ 170,381.88 | \$ 61.451786 | \$ 14,912.30 | \$ 178,947.60 | \$ 64.480962 | \$ 15,647.38 | \$ 187,768.56 | \$ 66.146786 | \$ 16,051.62 | \$ 192,619.44 | \$ 67.795096 | \$ 16,451.61 | \$ 197,419.32 |
| FIRE CAPTAIN 24HR-TRNG PREMIUM | 475P | 1S | C1 | 039 | \$ 54.345659 | \$ 13,187.88 | \$ 158,254.56 | \$ 57.072363 | \$ 13,849.56 | \$ 166,194.72 | \$ 59.974451 | \$ 14,553.80 | \$ 174,645.60 | \$ 62.968558 | \$ 15,280.37 | \$ 183,364.44 | \$ 66.146786 | \$ 16,051.62 | \$ 192,619.44 | \$ 67.795096 | \$ 16,451.61 | \$ 197,419.32 | \$ 69.513503 | \$ 16,868.61 | \$ 202,423.32 |
| FIRE CAPTAIN 80 HRS | 475 | 1 | C | 038 | \$ 72.971885 | \$ 12,648.46 | \$ 151,781.52 | \$ 76.554750 | \$ 13,269.49 | \$ 159,233.88 | \$ 80.505519 | \$ 13,954.29 | \$ 167,451.48 | \$ 84.552808 | \$ 14,655.82 | \$ 175,869.84 | \$ 88.207331 | \$ 15,378.26 | \$ 184,539.12 | \$ 91.012788 | \$ 15,775.55 | \$ 189,306.60 | \$ 93.280771 | \$ 16,168.66 | \$ 194,023.92 |
| FIRE PLAN DRAFTSPERSON | 482 | 578 | A | 025 | \$ 39.600692 | \$ 6,864.12 | \$ 82,369.44 | \$ 41.547288 | \$ 7,201.53 | \$ 86,418.36 | \$ 43.655135 | \$ 7,566.89 | \$ 90,802.68 | \$ 45.804750 | \$ 7,939.49 | \$ 95,273.88 | \$ 48.002135 | \$ 8,320.37 | \$ 99,844.44 | \$ 49.184423 | \$ 8,525.30 | \$ 102,303.60 | \$ 50.426423 | \$ 8,740.58 | \$ 104,886.96 |
| FIRE PREVENTION SPECIALIST I | 489 | 10 | H2 | 012 | \$ 33.298154 | \$ 5,771.68 | \$ 69,260.16 | \$ 34.972442 | \$ 6,061.89 | \$ 72,742.68 | \$ 36.601327 | \$ 6,344.23 | \$ 76,130.76 | \$ 38.528769 | \$ 6,678.32 | \$ 80,139.84 | \$ 40.456154 | \$ 7,012.40 | \$ 84,148.80 | \$ 41.500962 | \$ 7,193.50 | \$ 86,322.00 | \$ 42.545827 | \$ 7,374.61 | \$ 88,495.32 |
| FIRE PREVENTION SPECIALIST II | 478 | 10 | H2 | 035 | \$ 58.412885 | \$ 10,124.90 | \$ 121,498.80 | \$ 61.359173 | \$ 10,635.59 | \$ 127,627.08 | \$ 64.402788 | \$ 11,163.15 | \$ 133,957.80 | \$ 67.654096 | \$ 11,72 | | | | | | | | | | |

City of Santa Clara
Classified Salary Plan

Effective 12/26/2021
Approved 12/7/2021

| | | | | | Step 1 | | | Step 2 | | | Step 3 | | | Step 4 | | | Step 5 | | | Step 6 | | | Step 7 | | |
|-------------------------------|----------|------------|----------|-------|---------------|--------------|---------------|---------------|--------------|---------------|----------------|--------------|---------------|---------------|--------------|---------------|---------------|--------------|---------------|---------------|--------------|---------------|---------------|--------------|---------------|
| Job Title | Job Code | Union Code | Sal Plan | Grade | Hourly | Monthly | Annual | Hourly | Monthly | Annual | Hourly | Monthly | Annual | Hourly | Monthly | Annual | Hourly | Monthly | Annual | Hourly | Monthly | Annual | Hourly | Monthly | Annual |
| LIBRARY ASSISTANT II | 528 | 578 | A | 020 | \$ 34,919.308 | \$ 6,052.68 | \$ 72,632.16 | \$ 36,740.538 | \$ 6,368.36 | \$ 76,420.32 | \$ 38,597.538 | \$ 6,690.24 | \$ 80,282.88 | \$ 40,585.962 | \$ 7,034.90 | \$ 84,418.80 | \$ 42,556.442 | \$ 7,376.45 | \$ 88,517.40 | \$ 43,655.135 | \$ 7,566.89 | \$ 90,802.68 | \$ 44,759.769 | \$ 7,758.36 | \$ 93,100.32 |
| LIBRARY CIRCULATION SUPERVSR | 529 | 578 | A | 028 | \$ 42,556.442 | \$ 7,376.45 | \$ 88,517.40 | \$ 44,759.769 | \$ 7,758.36 | \$ 93,100.32 | \$ 46,825.788 | \$ 8,116.47 | \$ 97,397.64 | \$ 49,184.423 | \$ 8,525.30 | \$ 102,303.60 | \$ 51,668.423 | \$ 8,955.86 | \$ 107,470.32 | \$ 52,970.135 | \$ 9,181.49 | \$ 110,177.88 | \$ 54,271.846 | \$ 9,407.12 | \$ 112,885.44 |
| LIBRARY PROG COORD- TECH SVCS | 534D | 578 | A | 034 | \$ 49,184.423 | \$ 8,525.30 | \$ 102,303.60 | \$ 51,668.423 | \$ 8,955.86 | \$ 107,470.32 | \$ 54,271.846 | \$ 9,407.12 | \$ 112,885.44 | \$ 56,923.038 | \$ 9,866.66 | \$ 118,399.92 | \$ 59,890.673 | \$ 10,381.05 | \$ 124,572.60 | \$ 61,413.346 | \$ 10,644.98 | \$ 127,739.76 | \$ 62,924.019 | \$ 10,906.83 | \$ 130,881.96 |
| LIBRARY PROG COORD-TECHNOLOGY | 534F | 578 | A | 034 | \$ 49,184.423 | \$ 8,525.30 | \$ 102,303.60 | \$ 51,668.423 | \$ 8,955.86 | \$ 107,470.32 | \$ 54,271.846 | \$ 9,407.12 | \$ 112,885.44 | \$ 56,923.038 | \$ 9,866.66 | \$ 118,399.92 | \$ 59,890.673 | \$ 10,381.05 | \$ 124,572.60 | \$ 61,413.346 | \$ 10,644.98 | \$ 127,739.76 | \$ 62,924.019 | \$ 10,906.83 | \$ 130,881.96 |
| LIBRARY PROGRAM COORD - REF | 534B | 578 | A | 034 | \$ 49,184.423 | \$ 8,525.30 | \$ 102,303.60 | \$ 51,668.423 | \$ 8,955.86 | \$ 107,470.32 | \$ 54,271.846 | \$ 9,407.12 | \$ 112,885.44 | \$ 56,923.038 | \$ 9,866.66 | \$ 118,399.92 | \$ 59,890.673 | \$ 10,381.05 | \$ 124,572.60 | \$ 61,413.346 | \$ 10,644.98 | \$ 127,739.76 | \$ 62,924.019 | \$ 10,906.83 | \$ 130,881.96 |
| LIBRARY PROGRAM COORDINATOR | 534 | 578 | A | 034 | \$ 49,184.423 | \$ 8,525.30 | \$ 102,303.60 | \$ 51,668.423 | \$ 8,955.86 | \$ 107,470.32 | \$ 54,271.846 | \$ 9,407.12 | \$ 112,885.44 | \$ 56,923.038 | \$ 9,866.66 | \$ 118,399.92 | \$ 59,890.673 | \$ 10,381.05 | \$ 124,572.60 | \$ 61,413.346 | \$ 10,644.98 | \$ 127,739.76 | \$ 62,924.019 | \$ 10,906.83 | \$ 130,881.96 |
| LIBRARY TECHNOLOGY ASSISTANT | 754C | 578 | A | 025 | \$ 39,600.692 | \$ 6,864.12 | \$ 82,369.44 | \$ 41,547.288 | \$ 7,201.53 | \$ 86,418.36 | \$ 43,655.135 | \$ 7,566.89 | \$ 90,802.68 | \$ 45,804.750 | \$ 7,939.49 | \$ 95,273.88 | \$ 48,002.135 | \$ 8,320.37 | \$ 99,844.44 | \$ 49,184.423 | \$ 8,525.30 | \$ 102,303.60 | \$ 50,426.423 | \$ 8,740.58 | \$ 104,886.96 |
| LITERACY ADVOCATE | 562 | 578 | A | 012 | \$ 28,745.135 | \$ 4,982.49 | \$ 59,789.88 | \$ 30,202.096 | \$ 5,235.03 | \$ 62,820.36 | \$ 31,611.288 | \$ 5,479.29 | \$ 65,751.48 | \$ 33,277.269 | \$ 5,768.06 | \$ 69,216.72 | \$ 34,919.308 | \$ 6,052.68 | \$ 72,632.16 | \$ 35,826.923 | \$ 6,210.00 | \$ 74,520.00 | \$ 36,740.538 | \$ 6,368.36 | \$ 76,420.32 |
| LITERACY PROGRAM SUPERVISOR | 563 | 578 | A | 028 | \$ 42,556.442 | \$ 7,376.45 | \$ 88,517.40 | \$ 44,759.769 | \$ 7,758.36 | \$ 93,100.32 | \$ 46,825.788 | \$ 8,116.47 | \$ 97,397.64 | \$ 49,184.423 | \$ 8,525.30 | \$ 102,303.60 | \$ 51,668.423 | \$ 8,955.86 | \$ 107,470.32 | \$ 52,970.135 | \$ 9,181.49 | \$ 110,177.88 | \$ 54,271.846 | \$ 9,407.12 | \$ 112,885.44 |
| LITERACY STUDENT/TUTOR COORD | 564 | 578 | A | 020 | \$ 34,919.308 | \$ 6,052.68 | \$ 72,632.16 | \$ 36,740.538 | \$ 6,368.36 | \$ 76,420.32 | \$ 38,597.538 | \$ 6,690.24 | \$ 80,282.88 | \$ 40,585.962 | \$ 7,034.90 | \$ 84,418.80 | \$ 42,556.442 | \$ 7,376.45 | \$ 88,517.40 | \$ 43,655.135 | \$ 7,566.89 | \$ 90,802.68 | \$ 44,759.769 | \$ 7,758.36 | \$ 93,100.32 |
| MATERIALS HANDLER | 570 | 578 | A | 019 | \$ 34,101.288 | \$ 5,910.89 | \$ 70,930.68 | \$ 35,826.923 | \$ 6,210.00 | \$ 74,520.00 | \$ 37,672.038 | \$ 6,529.82 | \$ 78,357.84 | \$ 39,600.692 | \$ 6,864.12 | \$ 82,369.44 | \$ 41,547.288 | \$ 7,201.53 | \$ 86,418.36 | \$ 42,556.442 | \$ 7,376.45 | \$ 88,517.40 | \$ 43,655.135 | \$ 7,566.89 | \$ 90,802.68 |
| MECHANICAL MAINT FOREPERSON | 577 | 578 | A | 031 | \$ 45,804.750 | \$ 7,939.49 | \$ 95,273.88 | \$ 48,002.135 | \$ 8,320.37 | \$ 99,844.44 | \$ 50,426.423 | \$ 8,740.58 | \$ 104,886.96 | \$ 52,970.135 | \$ 9,181.49 | \$ 110,177.88 | \$ 55,591.442 | \$ 9,635.85 | \$ 115,630.20 | \$ 56,923.038 | \$ 9,866.66 | \$ 118,399.92 | \$ 58,397.885 | \$ 10,122.30 | \$ 121,467.60 |
| MECHANICAL MAINTENANCE WORKER | 580 | 6 | G | 029 | \$ 42,511.904 | \$ 7,368.73 | \$ 88,424.76 | \$ 44,640.750 | \$ 7,737.73 | \$ 92,852.76 | \$ 46,769.596 | \$ 8,106.73 | \$ 97,280.76 | \$ 49,087.673 | \$ 8,508.53 | \$ 102,102.36 | \$ 51,535.846 | \$ 8,932.88 | \$ 107,194.56 | \$ 52,771.731 | \$ 9,147.10 | \$ 109,765.20 | \$ 54,108.173 | \$ 9,378.75 | \$ 112,545.00 |
| METER DATA ANALYST | 601 | 578 | A | 027 | \$ 41,547.288 | \$ 7,201.53 | \$ 86,418.36 | \$ 43,655.135 | \$ 7,566.89 | \$ 90,802.68 | \$ 45,804.750 | \$ 7,939.49 | \$ 95,273.88 | \$ 48,002.135 | \$ 8,320.37 | \$ 99,844.44 | \$ 50,426.423 | \$ 8,740.58 | \$ 104,886.96 | \$ 51,668.423 | \$ 8,955.86 | \$ 107,470.32 | \$ 52,970.135 | \$ 9,181.49 | \$ 110,177.88 |
| METER READER | 595 | 578 | A | 021 | \$ 35,826.923 | \$ 6,210.00 | \$ 74,520.00 | \$ 37,672.038 | \$ 6,529.82 | \$ 78,357.84 | \$ 39,600.692 | \$ 6,864.12 | \$ 82,369.44 | \$ 41,547.288 | \$ 7,201.53 | \$ 86,418.36 | \$ 43,655.135 | \$ 7,566.89 | \$ 90,802.68 | \$ 44,759.769 | \$ 7,758.36 | \$ 93,100.32 | \$ 45,804.750 | \$ 7,939.49 | \$ 95,273.88 |
| OFFICE ASSISTANT | 933 | 578 | A | 012 | \$ 28,745.135 | \$ 4,982.49 | \$ 59,789.88 | \$ 30,202.096 | \$ 5,235.03 | \$ 62,820.36 | \$ 31,611.288 | \$ 5,479.29 | \$ 65,751.48 | \$ 33,277.269 | \$ 5,768.06 | \$ 69,216.72 | \$ 34,919.308 | \$ 6,052.68 | \$ 72,632.16 | \$ 35,826.923 | \$ 6,210.00 | \$ 74,520.00 | \$ 36,740.538 | \$ 6,368.36 | \$ 76,420.32 |
| OFFICE RECORDS SPECIALIST | 934 | 578 | A | 019 | \$ 34,101.288 | \$ 5,910.89 | \$ 70,930.68 | \$ 35,826.923 | \$ 6,210.00 | \$ 74,520.00 | \$ 37,672.038 | \$ 6,529.82 | \$ 78,357.84 | \$ 39,600.692 | \$ 6,864.12 | \$ 82,369.44 | \$ 41,547.288 | \$ 7,201.53 | \$ 86,418.36 | \$ 42,556.442 | \$ 7,376.45 | \$ 88,517.40 | \$ 43,655.135 | \$ 7,566.89 | \$ 90,802.68 |
| OFFICE SPECIALIST II | 936 | 578 | A | 018 | \$ 33,277.269 | \$ 5,768.06 | \$ 69,216.72 | \$ 34,919.308 | \$ 6,052.68 | \$ 72,632.16 | \$ 36,740.538 | \$ 6,368.36 | \$ 76,420.32 | \$ 38,597.538 | \$ 6,690.24 | \$ 80,282.88 | \$ 40,585.962 | \$ 7,034.90 | \$ 84,418.80 | \$ 41,547.288 | \$ 7,201.53 | \$ 86,418.36 | \$ 42,556.442 | \$ 7,376.45 | \$ 88,517.40 |
| OFFICE SPECIALIST III | 938 | 578 | A | 022 | \$ 36,740.538 | \$ 6,368.36 | \$ 76,420.32 | \$ 38,597.538 | \$ 6,690.24 | \$ 80,282.88 | \$ 40,585.962 | \$ 7,034.90 | \$ 84,418.80 | \$ 42,556.442 | \$ 7,376.45 | \$ 88,517.40 | \$ 44,759.769 | \$ 7,758.36 | \$ 93,100.32 | \$ 45,804.750 | \$ 7,939.49 | \$ 95,273.88 | \$ 46,825.788 | \$ 8,116.47 | \$ 97,397.64 |
| OFFICE SPECIALIST IV | 939 | 578 | A | 024 | \$ 38,597.538 | \$ 6,690.24 | \$ 80,282.88 | \$ 40,585.962 | \$ 7,034.90 | \$ 84,418.80 | \$ 42,556.442 | \$ 7,376.45 | \$ 88,517.40 | \$ 44,759.769 | \$ 7,758.36 | \$ 93,100.32 | \$ 46,825.788 | \$ 8,116.47 | \$ 97,397.64 | \$ 48,002.135 | \$ 8,320.37 | \$ 99,844.44 | \$ 49,184.423 | \$ 8,525.30 | \$ 102,303.60 |
| PARK FOREPERSON | 615 | 578 | A | 033 | \$ 48,002.135 | \$ 8,320.37 | \$ 99,844.44 | \$ 50,426.423 | \$ 8,740.58 | \$ 104,886.96 | \$ 52,970.135 | \$ 9,181.49 | \$ 110,177.88 | \$ 55,591.442 | \$ 9,635.85 | \$ 115,630.20 | \$ 58,397.885 | \$ 10,122.30 | \$ 121,467.60 | \$ 59,890.673 | \$ 10,381.05 | \$ 124,572.60 | \$ 61,413.346 | \$ 10,644.98 | \$ 127,739.76 |
| PARK MAINT CRAFTS WORKER | 620 | 6 | G | 029 | \$ 42,511.904 | \$ 7,368.73 | \$ 88,424.76 | \$ 44,640.750 | \$ 7,737.73 | \$ 92,852.76 | \$ 46,769.596 | \$ 8,106.73 | \$ 97,280.76 | \$ 49,087.673 | \$ 8,508.53 | \$ 102,102.36 | \$ 51,535.846 | \$ 8,932.88 | \$ 107,194.56 | \$ 52,771.731 | \$ 9,147.10 | \$ 109,765.20 | \$ 54,108.173 | \$ 9,378.75 | \$ 112,545.00 |
| PAYROLL ANALYST | 614 | 578 | A | 033 | \$ 48,002.135 | \$ 8,320.37 | \$ 99,844.44 | \$ 50,426.423 | \$ 8,740.58 | \$ 104,886.96 | \$ 52,970.135 | \$ 9,181.49 | \$ 110,177.88 | \$ 55,591.442 | \$ 9,635.85 | \$ 115,630.20 | \$ 58,397.885 | \$ 10,122.30 | \$ 121,467.60 | \$ 59,890.673 | \$ 10,381.05 | \$ 124,572.60 | \$ 61,413.346 | \$ 10,644.98 | \$ 127,739.76 |
| PERMIT CENTER SUPERVISOR | 040 | 578 | A | 039 | \$ 55,941.92 | \$ 9,635.85 | \$ 115,630.20 | \$ 58,397.885 | \$ 10,122.30 | \$ 121,467.60 | \$ 61,413.346 | \$ 10,644.98 | \$ 127,739.76 | \$ 64,146.808 | \$ 11,165.58 | \$ 133,986.96 | \$ 67,575.577 | \$ 11,713.10 | \$ 140,557.20 | \$ 69,259.442 | \$ 12,004.97 | \$ 144,059.64 | \$ 70,985.077 | \$ 12,304.08 | \$ 147,648.96 |
| PERMIT TECHNICIAN | 621 | 578 | A | 023 | \$ 37,672.038 | \$ 6,529.82 | \$ 78,357.84 | \$ 39,600.692 | \$ 6,864.12 | \$ 82,369.44 | \$ 41,547.288 | \$ 7,201.53 | \$ 86,418.36 | \$ 43,655.135 | \$ 7,566.89 | \$ 90,802.68 | \$ 45,804.750 | \$ 7,939.49 | \$ 95,273.88 | \$ 46,825.788 | \$ 8,116.47 | \$ 97,397.64 | \$ 48,002.135 | \$ 8,320.37 | \$ 99,844.44 |
| PLANS EXAMINER | 630 | 578 | A | 041 | \$ 58,397.885 | \$ 10,122.30 | \$ 121,467.60 | \$ 61,413.346 | \$ 10,644.98 | \$ 127,739.76 | \$ 64,146.808 | \$ 11,165.58 | \$ 133,986.96 | \$ 67,575.577 | \$ 11,713.10 | \$ 140,557.20 | \$ 69,259.442 | \$ 12,004.97 | \$ 144,059.64 | \$ 72,716.712 | \$ 12,604.23 | \$ 151,250.76 | \$ 74,579.712 | \$ 12,927.15 | \$ 155,125.80 |
| POLICE LIEUTENANT | 645 | 2 | B | 043 | \$ 91,935.808 | \$ 15,935.54 | \$ 191,226.48 | \$ 96,537.981 | \$ 16,733.25 | \$ 200,799.00 | \$ 101,346.981 | \$ 17,566.81 | \$ 210 | | | | | | | | | | | | |

City of Santa Clara
Classified Salary Plan

Effective 12/26/2021
Approved 12/7/2021

| | | | | | Step 1 | | | Step 2 | | | Step 3 | | | Step 4 | | | Step 5 | | | Step 6 | | | Step 7 | | |
|--------------------------------|----------|------------|----------|-------|---------------|--------------|---------------|---------------|--------------|---------------|---------------|--------------|---------------|---------------|--------------|---------------|----------------|--------------|---------------|----------------|--------------|---------------|----------------|--------------|---------------|
| Job Title | Job Code | Union Code | Sal Plan | Grade | Hourly | Monthly | Annual | Hourly | Monthly | Annual | Hourly | Monthly | Annual | Hourly | Monthly | Annual | Hourly | Monthly | Annual | Hourly | Monthly | Annual | Hourly | Monthly | Annual |
| SEWER INSPECTION TECHNICIAN | 783 | 6 | G | 027 | \$ 40,524.981 | \$ 7,024.33 | \$ 84,291.96 | \$ 42,511.904 | \$ 7,368.73 | \$ 88,424.76 | \$ 44,640.750 | \$ 7,737.73 | \$ 92,852.76 | \$ 46,769.596 | \$ 8,106.73 | \$ 97,280.76 | \$ 49,087.673 | \$ 8,508.53 | \$ 102,102.36 | \$ 50,317.673 | \$ 8,721.73 | \$ 104,660.76 | \$ 51,535.846 | \$ 8,932.88 | \$ 107,194.56 |
| SR ACCOUNTING TECHNICIAN | 208 | 578 | A | 026 | \$ 40,585.962 | \$ 7,034.90 | \$ 84,418.80 | \$ 42,556.442 | \$ 7,376.45 | \$ 88,517.40 | \$ 44,759.769 | \$ 7,758.36 | \$ 93,100.32 | \$ 46,825.788 | \$ 8,116.47 | \$ 97,397.64 | \$ 49,184.423 | \$ 8,525.30 | \$ 102,303.60 | \$ 50,426.423 | \$ 8,740.58 | \$ 104,886.96 | \$ 51,668.423 | \$ 8,955.86 | \$ 107,470.32 |
| SR BUSINESS ANALYST | 722 | 578 | A | 038 | \$ 54,271.846 | \$ 9,407.12 | \$ 112,885.44 | \$ 56,920.338 | \$ 9,866.66 | \$ 118,399.92 | \$ 59,806.073 | \$ 10,381.05 | \$ 124,572.60 | \$ 62,924.019 | \$ 10,906.83 | \$ 130,881.96 | \$ 65,921.538 | \$ 11,426.40 | \$ 137,116.80 | \$ 67,575.577 | \$ 11,713.10 | \$ 140,557.20 | \$ 69,259.442 | \$ 12,004.97 | \$ 144,059.64 |
| SR CENTER COORDINATOR | 715 | 578 | A | 027 | \$ 41,547.288 | \$ 7,201.53 | \$ 86,418.36 | \$ 43,655.135 | \$ 7,566.89 | \$ 90,802.68 | \$ 45,804.750 | \$ 7,939.49 | \$ 95,273.88 | \$ 48,002.135 | \$ 8,320.37 | \$ 99,844.44 | \$ 50,426.423 | \$ 8,740.58 | \$ 104,886.96 | \$ 51,668.423 | \$ 8,955.86 | \$ 107,470.32 | \$ 52,970.135 | \$ 9,181.49 | \$ 110,177.88 |
| SR CUSTOMER SERVICE REP | 724 | 578 | A | 022 | \$ 36,740.538 | \$ 6,368.36 | \$ 76,420.32 | \$ 38,597.538 | \$ 6,690.24 | \$ 80,282.88 | \$ 40,585.962 | \$ 7,034.90 | \$ 84,418.80 | \$ 42,556.442 | \$ 7,376.45 | \$ 88,517.40 | \$ 44,759.769 | \$ 7,758.36 | \$ 93,100.32 | \$ 45,804.750 | \$ 7,939.49 | \$ 95,273.88 | \$ 46,825.788 | \$ 8,116.47 | \$ 97,397.64 |
| SR ELEC & WATER SYST OP - CERT | 777R | 3 | R6 | 040 | \$ 79,275.058 | \$ 13,741.01 | \$ 164,892.12 | \$ 83,402.423 | \$ 14,456.42 | \$ 173,477.04 | \$ 87,656.712 | \$ 15,193.83 | \$ 182,325.96 | \$ 92,004.462 | \$ 15,947.44 | \$ 191,369.28 | \$ 96,646.096 | \$ 16,751.99 | \$ 201,023.88 | \$ 99,070.442 | \$ 17,172.21 | \$ 206,066.52 | \$ 101,481.404 | \$ 17,590.11 | \$ 211,081.32 |
| SR ELEC & WATER SYSTEM OPERATR | 777 | 3 | D1 | 040 | \$ 74,787.058 | \$ 12,963.09 | \$ 155,557.08 | \$ 78,680.654 | \$ 13,437.98 | \$ 163,655.76 | \$ 82,694.538 | \$ 14,333.72 | \$ 172,004.64 | \$ 86,795.135 | \$ 15,044.49 | \$ 180,533.88 | \$ 91,176.346 | \$ 15,803.90 | \$ 189,646.80 | \$ 93,460.442 | \$ 16,199.81 | \$ 194,397.72 | \$ 95,737.846 | \$ 16,594.56 | \$ 199,134.72 |
| SR ELEC CREW FOREPERSON | 551 | 3 | D1 | 551 | \$ 78,624.173 | \$ 13,628.19 | \$ 163,538.28 | \$ 82,555.385 | \$ 14,309.60 | \$ 171,715.20 | \$ 86,683.154 | \$ 15,025.08 | \$ 180,300.96 | \$ 91,017.288 | \$ 15,776.33 | \$ 189,315.96 | \$ 95,568.173 | \$ 16,565.15 | \$ 198,781.80 | \$ 97,957.385 | \$ 16,979.28 | \$ 203,751.36 | \$ 100,406.308 | \$ 17,403.76 | \$ 208,845.12 |
| SR ELEC METER TECHNICIAN | 729 | 3 | D1 | 038 | \$ 71,214.000 | \$ 12,343.76 | \$ 148,125.12 | \$ 74,787.058 | \$ 12,963.09 | \$ 155,557.08 | \$ 78,680.654 | \$ 13,637.98 | \$ 163,655.76 | \$ 82,694.538 | \$ 14,333.72 | \$ 172,004.64 | \$ 86,795.135 | \$ 15,044.49 | \$ 180,533.88 | \$ 88,999.154 | \$ 15,426.52 | \$ 185,118.24 | \$ 91,176.346 | \$ 15,803.90 | \$ 189,646.80 |
| SR ELEC UTIL ELEC TECH | 785 | 3 | D1 | 038 | \$ 71,214.000 | \$ 12,343.76 | \$ 148,125.12 | \$ 74,787.058 | \$ 12,963.09 | \$ 155,557.08 | \$ 78,680.654 | \$ 13,637.98 | \$ 163,655.76 | \$ 82,694.538 | \$ 14,333.72 | \$ 172,004.64 | \$ 86,795.135 | \$ 15,044.49 | \$ 180,533.88 | \$ 88,999.154 | \$ 15,426.52 | \$ 185,118.24 | \$ 91,176.346 | \$ 15,803.90 | \$ 189,646.80 |
| SR ELEC UTIL ENG | 730 | 4 | E2 | 046 | \$ 85,787.942 | \$ 14,869.91 | \$ 178,438.92 | \$ 90,129.288 | \$ 15,622.41 | \$ 187,468.92 | \$ 94,719.981 | \$ 16,418.13 | \$ 197,017.56 | \$ 99,290.481 | \$ 17,210.35 | \$ 206,524.20 | \$ 104,204.769 | \$ 18,062.16 | \$ 216,745.92 | \$ 106,840.558 | \$ 18,519.03 | \$ 222,228.36 | \$ 109,462.846 | \$ 18,973.56 | \$ 227,682.72 |
| SR ELEC UTIL ENG/CONTROL-COMM | 730I | 4 | E2 | 046 | \$ 85,787.942 | \$ 14,869.91 | \$ 178,438.92 | \$ 90,129.288 | \$ 15,622.41 | \$ 187,468.92 | \$ 94,719.981 | \$ 16,418.13 | \$ 197,017.56 | \$ 99,290.481 | \$ 17,210.35 | \$ 206,524.20 | \$ 104,204.769 | \$ 18,062.16 | \$ 216,745.92 | \$ 106,840.558 | \$ 18,519.03 | \$ 222,228.36 | \$ 109,462.846 | \$ 18,973.56 | \$ 227,682.72 |
| SR ELEC UTIL ENG/DISTN PLAN | 730D | 4 | E2 | 046 | \$ 85,787.942 | \$ 14,869.91 | \$ 178,438.92 | \$ 90,129.288 | \$ 15,622.41 | \$ 187,468.92 | \$ 94,719.981 | \$ 16,418.13 | \$ 197,017.56 | \$ 99,290.481 | \$ 17,210.35 | \$ 206,524.20 | \$ 104,204.769 | \$ 18,062.16 | \$ 216,745.92 | \$ 106,840.558 | \$ 18,519.03 | \$ 222,228.36 | \$ 109,462.846 | \$ 18,973.56 | \$ 227,682.72 |
| SR ELEC UTIL ENG/FIBER | 730L | 4 | E2 | 046 | \$ 85,787.942 | \$ 14,869.91 | \$ 178,438.92 | \$ 90,129.288 | \$ 15,622.41 | \$ 187,468.92 | \$ 94,719.981 | \$ 16,418.13 | \$ 197,017.56 | \$ 99,290.481 | \$ 17,210.35 | \$ 206,524.20 | \$ 104,204.769 | \$ 18,062.16 | \$ 216,745.92 | \$ 106,840.558 | \$ 18,519.03 | \$ 222,228.36 | \$ 109,462.846 | \$ 18,973.56 | \$ 227,682.72 |
| SR ELEC UTIL ENG/GENERATION | 730E | 4 | E2 | 046 | \$ 85,787.942 | \$ 14,869.91 | \$ 178,438.92 | \$ 90,129.288 | \$ 15,622.41 | \$ 187,468.92 | \$ 94,719.981 | \$ 16,418.13 | \$ 197,017.56 | \$ 99,290.481 | \$ 17,210.35 | \$ 206,524.20 | \$ 104,204.769 | \$ 18,062.16 | \$ 216,745.92 | \$ 106,840.558 | \$ 18,519.03 | \$ 222,228.36 | \$ 109,462.846 | \$ 18,973.56 | \$ 227,682.72 |
| SR ELEC UTIL ENG/OPR PLANNING | 730F | 4 | E2 | 046 | \$ 85,787.942 | \$ 14,869.91 | \$ 178,438.92 | \$ 90,129.288 | \$ 15,622.41 | \$ 187,468.92 | \$ 94,719.981 | \$ 16,418.13 | \$ 197,017.56 | \$ 99,290.481 | \$ 17,210.35 | \$ 206,524.20 | \$ 104,204.769 | \$ 18,062.16 | \$ 216,745.92 | \$ 106,840.558 | \$ 18,519.03 | \$ 222,228.36 | \$ 109,462.846 | \$ 18,973.56 | \$ 227,682.72 |
| SR ELEC UTIL ENG/PROT RELAY | 730A | 4 | E2 | 046 | \$ 85,787.942 | \$ 14,869.91 | \$ 178,438.92 | \$ 90,129.288 | \$ 15,622.41 | \$ 187,468.92 | \$ 94,719.981 | \$ 16,418.13 | \$ 197,017.56 | \$ 99,290.481 | \$ 17,210.35 | \$ 206,524.20 | \$ 104,204.769 | \$ 18,062.16 | \$ 216,745.92 | \$ 106,840.558 | \$ 18,519.03 | \$ 222,228.36 | \$ 109,462.846 | \$ 18,973.56 | \$ 227,682.72 |
| SR ELEC UTIL GENERATION TECH | 733 | 3 | D1 | 038 | \$ 71,214.000 | \$ 12,343.76 | \$ 148,125.12 | \$ 74,787.058 | \$ 12,963.09 | \$ 155,557.08 | \$ 78,680.654 | \$ 13,637.98 | \$ 163,655.76 | \$ 82,694.538 | \$ 14,333.72 | \$ 172,004.64 | \$ 86,795.135 | \$ 15,044.49 | \$ 180,533.88 | \$ 88,999.154 | \$ 15,426.52 | \$ 185,118.24 | \$ 91,176.346 | \$ 15,803.90 | \$ 189,646.80 |
| SR ELECTRICAL ESTIMATOR | 726 | 3 | D1 | 031 | \$ 60,174.288 | \$ 10,430.21 | \$ 125,162.52 | \$ 63,092.827 | \$ 10,936.09 | \$ 131,233.08 | \$ 66,285.173 | \$ 11,489.43 | \$ 137,873.16 | \$ 69,584.423 | \$ 12,061.30 | \$ 144,735.60 | \$ 73,003.846 | \$ 12,654.00 | \$ 151,848.00 | \$ 74,787.058 | \$ 12,963.09 | \$ 155,557.08 | \$ 76,750.558 | \$ 13,303.43 | \$ 159,641.16 |
| SR ENERGY SYSTEMS ANALYST | 744 | 578 | A | 043 | \$ 61,413.346 | \$ 10,644.98 | \$ 127,739.76 | \$ 64,416.808 | \$ 11,165.58 | \$ 133,986.96 | \$ 67,575.577 | \$ 11,713.10 | \$ 140,557.20 | \$ 70,985.077 | \$ 12,304.08 | \$ 147,648.96 | \$ 74,579.712 | \$ 12,927.15 | \$ 155,125.80 | \$ 76,394.942 | \$ 13,241.79 | \$ 158,901.48 | \$ 78,287.827 | \$ 13,569.89 | \$ 162,838.68 |
| SR ENGINEER (CIVIL) | 322 | 4 | E | 041 | \$ 70,923.923 | \$ 12,293.48 | \$ 147,521.76 | \$ 74,602.212 | \$ 12,931.05 | \$ 155,172.60 | \$ 78,266.827 | \$ 13,566.25 | \$ 162,795.00 | \$ 82,117.731 | \$ 14,233.74 | \$ 170,804.88 | \$ 86,265.346 | \$ 14,952.66 | \$ 179,431.92 | \$ 88,432.327 | \$ 15,328.27 | \$ 183,939.24 | \$ 90,564.808 | \$ 15,697.90 | \$ 188,374.92 |
| SR ENGINEERING AIDE | 745 | 578 | A | 028 | \$ 42,556.442 | \$ 7,376.45 | \$ 88,517.40 | \$ 44,759.769 | \$ 7,758.36 | \$ 93,100.32 | \$ 46,825.788 | \$ 8,116.47 | \$ 97,397.64 | \$ 49,184.423 | \$ 8,525.30 | \$ 102,303.60 | \$ 51,668.423 | \$ 8,955.86 | \$ 107,470.32 | \$ 52,970.135 | \$ 9,181.49 | \$ 110,177.88 | \$ 54,271.846 | \$ 9,407.12 | \$ 112,885.44 |
| SR HUMAN RESOURCES ASSISTANT | 510 | 578 | A | 020 | \$ 34,919.308 | \$ 6,052.68 | \$ 72,632.16 | \$ 36,740.538 | \$ 6,368.36 | \$ 76,420.32 | \$ 38,597.538 | \$ 6,690.24 | \$ 80,282.88 | \$ 40,585.962 | \$ 7,034.90 | \$ 84,418.80 | \$ 42,556.442 | \$ 7,376.45 | \$ 88,517.40 | \$ 43,655.135 | \$ 7,566.89 | \$ 90,802.68 | \$ 44,759.769 | \$ 7,758.36 | \$ 93,100.32 |
| SR HUMAN RESOURCES TECHNICIAN | 747 | 578 | A | 024 | \$ 38,597.538 | \$ 6,690.24 | \$ 80,282.88 | \$ 40,585.962 | \$ 7,034.90 | \$ 84,418.80 | \$ 42,556.442 | \$ 7,376.45 | \$ 88,517.40 | \$ 44,759.769 | \$ 7,758.36 | \$ 93,100.32 | \$ 46,825.788 | \$ 8,116.47 | \$ 97,397.64 | \$ 48,002.135 | \$ 8,320.37 | \$ 99,844.44 | \$ 49,184.423 | \$ 8,525.30 | \$ 102,303.60 |
| SR INSPECTOR | 750 | 578 | A | 039 | \$ 55,991.442 | \$ 9,635.85 | \$ 115,630.20 | \$ 58,397.885 | \$ 10,122.30 | \$ 121,467.60 | \$ 61,413.346 | \$ 10,644.98 | \$ 127,739.76 | \$ 64,416.808 | \$ 11,165.58 | \$ 133,986.96 | \$ 67,575.577 | \$ 11,713.10 | \$ 140,557.20 | \$ 69,259.442 | \$ 12,004.97 | \$ 144,059.64 | \$ 70,985.077 | \$ 12,304.08 | \$ 147,648.96 |
| SR INSTRUMENT & CONTROL TECH | 753 | 3 | D1 | 038 | \$ 71,214.000 | \$ 12,343.76 | \$ 148,125.12 | \$ 74,787.058 | \$ 12,963.09 | \$ 155,557.08 | \$ 78,680.654 | \$ 13,637.98 | \$ 163,655.76 | \$ 82,694.538 | \$ 14,333.72 | \$ 172,004.64 | \$ 86,795.135 | \$ 15,044.49 | \$ 180,533.88 | \$ 88,999.154 | \$ 15,426.52 | \$ 185,118.24 | \$ 91,1 | | |

| | | | | | Step 1 | | | Step 2 | | | Step 3 | | | Step 4 | | | Step 5 | | | Step 6 | | | Step 7 | | |
|-------------------------------|----------|------------|----------|-------|--------------|-------------|---------------|--------------|-------------|---------------|--------------|-------------|---------------|--------------|--------------|---------------|--------------|--------------|---------------|--------------|--------------|---------------|--------------|--------------|---------------|
| Job Title | Job Code | Union Code | Sal Plan | Grade | Hourly | Monthly | Annual | Hourly | Monthly | Annual | Hourly | Monthly | Annual | Hourly | Monthly | Annual | Hourly | Monthly | Annual | Hourly | Monthly | Annual | Hourly | Monthly | Annual |
| UTILITY SERVICES TECHNICIAN | 892 | 578 | A | 028 | \$ 42,556.42 | \$ 7,376.45 | \$ 88,517.40 | \$ 44,759.76 | \$ 7,758.36 | \$ 93,100.32 | \$ 46,825.78 | \$ 8,116.47 | \$ 97,397.64 | \$ 49,184.42 | \$ 8,525.30 | \$ 102,303.60 | \$ 51,668.42 | \$ 8,955.86 | \$ 107,470.32 | \$ 52,970.13 | \$ 9,181.49 | \$ 110,177.88 | \$ 54,271.84 | \$ 9,407.12 | \$ 112,885.44 |
| UTILITY WORKER | 895 | 6 | G | 019 | \$ 33,210.00 | \$ 5,756.40 | \$ 69,076.80 | \$ 34,842.11 | \$ 6,039.30 | \$ 72,471.60 | \$ 36,616.15 | \$ 6,346.80 | \$ 76,161.60 | \$ 38,579.42 | \$ 6,687.10 | \$ 80,245.20 | \$ 40,524.98 | \$ 7,024.33 | \$ 84,291.96 | \$ 41,477.01 | \$ 7,189.35 | \$ 86,272.20 | \$ 42,511.90 | \$ 7,368.73 | \$ 88,424.76 |
| WATER & SEWER SYSTEM OPERATOR | 902 | 578 | A | 035 | \$ 50,426.42 | \$ 8,740.58 | \$ 104,886.96 | \$ 52,970.13 | \$ 9,181.49 | \$ 110,177.88 | \$ 55,591.44 | \$ 9,635.85 | \$ 115,630.20 | \$ 58,397.88 | \$ 10,122.30 | \$ 121,467.60 | \$ 61,413.34 | \$ 10,644.98 | \$ 127,739.76 | \$ 62,924.01 | \$ 10,906.83 | \$ 130,881.96 | \$ 64,416.80 | \$ 11,165.58 | \$ 133,986.96 |
| WATER RESOURCE SPECIALIST | 907 | 578 | A | 034 | \$ 49,184.42 | \$ 8,525.30 | \$ 102,303.60 | \$ 51,668.42 | \$ 8,955.86 | \$ 107,470.32 | \$ 54,271.84 | \$ 9,407.12 | \$ 112,885.44 | \$ 56,923.03 | \$ 9,866.66 | \$ 118,399.92 | \$ 59,890.67 | \$ 10,381.05 | \$ 124,572.60 | \$ 61,413.34 | \$ 10,644.98 | \$ 127,739.76 | \$ 62,924.01 | \$ 10,906.83 | \$ 130,881.96 |
| WATER SERVICE TECHNICIAN I | 904 | 6 | G | 025 | \$ 38,579.42 | \$ 6,687.10 | \$ 80,245.20 | \$ 40,524.98 | \$ 7,024.33 | \$ 84,291.96 | \$ 42,511.90 | \$ 7,368.73 | \$ 88,424.76 | \$ 44,640.75 | \$ 7,737.73 | \$ 92,852.76 | \$ 46,769.59 | \$ 8,106.73 | \$ 97,280.76 | \$ 47,863.55 | \$ 8,296.35 | \$ 99,556.20 | \$ 49,087.67 | \$ 8,508.53 | \$ 102,102.36 |
| WATER SERVICE TECHNICIAN II | 903 | 6 | G | 027 | \$ 40,524.98 | \$ 7,024.33 | \$ 84,291.96 | \$ 42,511.90 | \$ 7,368.73 | \$ 88,424.76 | \$ 44,640.75 | \$ 7,737.73 | \$ 92,852.76 | \$ 46,769.59 | \$ 8,106.73 | \$ 97,280.76 | \$ 49,087.67 | \$ 8,508.53 | \$ 102,102.36 | \$ 50,317.67 | \$ 8,721.73 | \$ 104,660.76 | \$ 51,535.84 | \$ 8,932.88 | \$ 107,194.56 |
| WATER/SEWER MAINT WORKER I | 914 | 6 | G | 019 | \$ 33,210.00 | \$ 5,756.40 | \$ 69,076.80 | \$ 34,842.11 | \$ 6,039.30 | \$ 72,471.60 | \$ 36,616.15 | \$ 6,346.80 | \$ 76,161.60 | \$ 38,579.42 | \$ 6,687.10 | \$ 80,245.20 | \$ 40,524.98 | \$ 7,024.33 | \$ 84,291.96 | \$ 41,477.01 | \$ 7,189.35 | \$ 86,272.20 | \$ 42,511.90 | \$ 7,368.73 | \$ 88,424.76 |
| WATER/SEWER MAINT WORKER II | 917 | 6 | G | 023 | \$ 36,616.15 | \$ 6,346.80 | \$ 76,161.60 | \$ 38,579.42 | \$ 6,687.10 | \$ 80,245.20 | \$ 40,524.98 | \$ 7,024.33 | \$ 84,291.96 | \$ 42,511.90 | \$ 7,368.73 | \$ 88,424.76 | \$ 44,640.75 | \$ 7,737.73 | \$ 92,852.76 | \$ 45,646.03 | \$ 7,911.98 | \$ 94,943.76 | \$ 46,769.59 | \$ 8,106.73 | \$ 97,280.76 |

City of Santa Clara
Unclassified/Elected Salary Plan

Effective 12/26/2021
Approved 12/7/2021

| Job Title | Job Code | Union Code | Minimum Salary | | | Maximum Salary | | |
|--------------------------------|----------|------------|----------------|--------------|---------------|----------------|--------------|---------------|
| | | | Hourly | Monthly | Annual | Hourly | Monthly | Annual |
| ACCOUNTING DIVISION MANAGER | 109 | 9 | \$ 77.609365 | \$ 13,452.29 | \$ 161,427.48 | \$ 100.434577 | \$ 17,408.66 | \$ 208,903.92 |
| ASST BUILDING OFFICIAL | 222 | 9 | \$ 82.721827 | \$ 14,338.45 | \$ 172,061.40 | \$ 107.060250 | \$ 18,557.11 | \$ 222,685.32 |
| ASST CITY ATTORNEY | 015 | 9 | \$ 96.142038 | \$ 16,664.62 | \$ 199,975.44 | \$ 124.423327 | \$ 21,566.71 | \$ 258,800.52 |
| ASST CITY CLERK | 010 | 9 | \$ 64.303673 | \$ 11,145.97 | \$ 133,751.64 | \$ 83.216192 | \$ 14,424.14 | \$ 173,089.68 |
| ASST CITY LIBRARIAN | 012 | 9 | \$ 83.770846 | \$ 14,520.28 | \$ 174,243.36 | \$ 108.410712 | \$ 18,791.19 | \$ 225,494.28 |
| ASST CITY MANAGER | 016 | 9 | \$ 130.271308 | \$ 22,580.36 | \$ 270,964.32 | \$ 168.578596 | \$ 29,220.29 | \$ 350,643.48 |
| ASST DIR OF COMMUNITY DEV | 038 | 9 | \$ 94.684038 | \$ 16,411.90 | \$ 196,942.80 | \$ 123.088962 | \$ 21,335.42 | \$ 256,025.04 |
| ASST DIR OF ELECTRIC UTIL | 021 | 9 | \$ 113.493058 | \$ 19,672.13 | \$ 236,065.56 | \$ 146.874750 | \$ 25,458.29 | \$ 305,499.48 |
| ASST DIR OF FINANCE | 022 | 9 | \$ 90.324173 | \$ 15,656.19 | \$ 187,874.28 | \$ 116.893327 | \$ 20,261.51 | \$ 243,138.12 |
| ASST DIR OF HUMAN RESOURCES | 018 | 9 | \$ 90.324173 | \$ 15,656.19 | \$ 187,874.28 | \$ 116.893327 | \$ 20,261.51 | \$ 243,138.12 |
| ASST DIR OF PUB WORKS/CITY ENG | 071 | 9 | \$ 99.608596 | \$ 17,265.49 | \$ 207,185.88 | \$ 128.908788 | \$ 22,344.19 | \$ 268,130.28 |
| ASST DIR OF WATER & SEWER UTIL | 014 | 9 | \$ 89.401788 | \$ 15,496.31 | \$ 185,955.72 | \$ 115.705615 | \$ 20,055.64 | \$ 240,667.68 |
| ASST FIRE CHIEF | 024 | 9B | \$ 130.548635 | \$ 22,628.43 | \$ 271,541.16 | \$ 168.953885 | \$ 29,285.34 | \$ 351,424.08 |
| ASST FIRE MARSHAL | 026 | 9B | \$ 100.129788 | \$ 17,355.83 | \$ 208,269.96 | \$ 129.579692 | \$ 22,460.48 | \$ 269,525.76 |
| ASST POLICE CHIEF | 027 | 9A | \$ 135.183519 | \$ 23,431.81 | \$ 281,181.72 | \$ 174.940904 | \$ 30,323.09 | \$ 363,877.08 |
| ASST TO THE CITY MANAGER | 028 | 9 | \$ 88.298481 | \$ 15,305.07 | \$ 183,660.84 | \$ 114.264750 | \$ 19,805.89 | \$ 237,670.68 |
| AUDIT MANAGER | 201 | 9 | \$ 74.715519 | \$ 12,950.69 | \$ 155,408.28 | \$ 96.690635 | \$ 16,759.71 | \$ 201,116.52 |
| BATTALION CHIEF | 036 | 9B | \$ 107.875385 | \$ 18,698.40 | \$ 224,380.80 | \$ 139.592654 | \$ 24,196.06 | \$ 290,352.72 |
| BATTALION CHIEF 24 HRS | 036S | 9BS | \$ 73.385069 | \$ 17,808.11 | \$ 213,697.32 | \$ 94.963599 | \$ 23,044.50 | \$ 276,534.00 |
| BUDGET & TREASURY DIVISION MGR | 113 | 9 | \$ 77.609365 | \$ 13,452.29 | \$ 161,427.48 | \$ 100.434577 | \$ 17,408.66 | \$ 208,903.92 |
| BUILDING MAINTENANCE MANAGER | 041 | 9 | \$ 68.728846 | \$ 11,913.00 | \$ 142,956.00 | \$ 88.943596 | \$ 15,416.89 | \$ 185,002.68 |
| BUILDING OFFICIAL | 042 | 9 | \$ 90.999404 | \$ 15,773.23 | \$ 189,278.76 | \$ 117.761481 | \$ 20,411.99 | \$ 244,943.88 |
| CEMETERY OPERATIONS MANAGER | 045 | 9 | \$ 54.958962 | \$ 9,526.22 | \$ 114,314.64 | \$ 71.122327 | \$ 12,327.87 | \$ 147,934.44 |
| CHIEF ASST CITY ATTORNEY | 037 | 9 | \$ 110.563038 | \$ 19,164.26 | \$ 229,971.12 | \$ 143.086846 | \$ 24,801.72 | \$ 297,620.64 |
| CHIEF ELECTRIC UTILITY OFFICER | 108 | 9 | \$ 149.816827 | \$ 25,968.25 | \$ 311,619.00 | \$ 193.875635 | \$ 33,605.11 | \$ 403,261.32 |
| CHIEF OPERATING OFFICER | 311 | 9 | \$ 149.816827 | \$ 25,968.25 | \$ 311,619.00 | \$ 193.875635 | \$ 33,605.11 | \$ 403,261.32 |

City of Santa Clara
Unclassified/Elected Salary Plan

Effective 12/26/2021
Approved 12/7/2021

| Job Title | Job Code | Union Code | Minimum Salary | | | Maximum Salary | | |
|-----------------------------------|----------|------------|----------------|--------------|---------------|----------------|--------------|---------------|
| | | | Hourly | Monthly | Annual | Hourly | Monthly | Annual |
| CITY ATTORNEY | 060 | Appointed | | | | \$ 159.998077 | \$ 27,733.00 | \$ 332,796.00 |
| CITY CLERK | 063 | Elected | | | | \$ 1,500.00 | \$ 18,000.00 | |
| CITY COUNCIL MEMBER | CNCL | Elected | | | | \$ 2,000.00 | \$ 24,000.00 | |
| CITY LIBRARIAN | 066 | 9 | \$ 104.703000 | \$ 18,148.52 | \$ 217,782.24 | \$ 135.498346 | \$ 23,486.38 | \$ 281,836.56 |
| CITY MANAGER | 069 | Appointed | | | | \$ 225.324000 | \$ 39,056.16 | \$ 468,673.92 |
| COMMUNICATIONS & OUTREACH MGR | 083 | 9 | \$ 62.392558 | \$ 10,814.71 | \$ 129,776.52 | \$ 80.738308 | \$ 13,994.64 | \$ 167,935.68 |
| COMMUNICATIONS OPERATIONS MGR | 068 | 9 | \$ 70.700308 | \$ 12,254.72 | \$ 147,056.64 | \$ 91.493769 | \$ 15,858.92 | \$ 190,307.04 |
| COMPLIANCE MANAGER | 081 | 9 | \$ 63.375231 | \$ 10,985.04 | \$ 131,820.48 | \$ 82.010423 | \$ 14,215.14 | \$ 170,581.68 |
| CONTRACTS MANAGER | 342 | 9 | \$ 69.862269 | \$ 12,109.46 | \$ 145,313.52 | \$ 90.402577 | \$ 15,669.78 | \$ 188,037.36 |
| DEPUTY CITY ATTORNEY I | 170 | 9 | \$ 60.083481 | \$ 10,414.47 | \$ 124,973.64 | \$ 77.754058 | \$ 13,477.37 | \$ 161,728.44 |
| DEPUTY CITY ATTORNEY II | 172 | 9 | \$ 70.097423 | \$ 12,150.22 | \$ 145,802.64 | \$ 90.716077 | \$ 15,724.12 | \$ 188,689.44 |
| DEPUTY CITY CLERK | 178 | 9 | \$ 54.114923 | \$ 9,379.92 | \$ 112,559.04 | \$ 70.037135 | \$ 12,139.77 | \$ 145,677.24 |
| DEPUTY CITY MANAGER | 079 | 9 | \$ 97.130769 | \$ 16,836.00 | \$ 202,032.00 | \$ 125.689385 | \$ 21,786.16 | \$ 261,433.92 |
| DEPUTY FIRE CHIEF | 080 | 9B | \$ 118.680000 | \$ 20,571.20 | \$ 246,854.40 | \$ 153.595615 | \$ 26,623.24 | \$ 319,478.88 |
| DEPUTY PARKS & REC DIRECTOR | 175 | 9 | \$ 78.489577 | \$ 13,604.86 | \$ 163,258.32 | \$ 101.574000 | \$ 17,606.16 | \$ 211,273.92 |
| DEPUTY PUBLIC WORKS DIRECTOR | 176 | 9 | \$ 78.628212 | \$ 13,628.89 | \$ 163,546.68 | \$ 101.754865 | \$ 17,637.51 | \$ 211,650.12 |
| DEVELOPMENT REVIEW OFFICER | 144 | 9 | \$ 76.065981 | \$ 13,184.77 | \$ 158,217.24 | \$ 98.439000 | \$ 17,062.76 | \$ 204,753.12 |
| DIRECTOR OF COMMUNITY DEVELOPMENT | 090 | 9 | \$ 115.108788 | \$ 19,952.19 | \$ 239,426.28 | \$ 148.966788 | \$ 25,820.91 | \$ 309,850.92 |
| DIRECTOR OF FINANCE | 087 | 9 | \$ 114.879692 | \$ 19,912.48 | \$ 238,949.76 | \$ 148.665346 | \$ 25,768.66 | \$ 309,223.92 |
| DIRECTOR OF HUMAN RESOURCES | 088 | 9 | \$ 105.902712 | \$ 18,356.47 | \$ 220,277.64 | \$ 137.047731 | \$ 23,754.94 | \$ 285,059.28 |
| DIRECTOR OF INF TECHNOLOGY/CIO | 089 | 9 | \$ 109.278865 | \$ 18,941.67 | \$ 227,300.04 | \$ 141.424673 | \$ 24,513.61 | \$ 294,163.32 |
| DIRECTOR OF PUBLIC WORKS | 091 | 9 | \$ 121.758577 | \$ 21,104.82 | \$ 253,257.84 | \$ 157.569923 | \$ 27,312.12 | \$ 327,745.44 |
| DIRECTOR OF WTR & SEWER UTILS | 102 | 9 | \$ 110.358058 | \$ 19,128.73 | \$ 229,544.76 | \$ 142.811308 | \$ 24,753.96 | \$ 297,047.52 |
| ELEC DIV MGR - ENGINEERING | 104Q | 9 | \$ 93.790788 | \$ 16,257.07 | \$ 195,084.84 | \$ 121.384788 | \$ 21,040.03 | \$ 252,480.36 |
| ELEC DIV MGR - GENERATION | 104R | 9 | \$ 93.790788 | \$ 16,257.07 | \$ 195,084.84 | \$ 121.384788 | \$ 21,040.03 | \$ 252,480.36 |
| ELEC DIV MGR - OPERATIONS | 104P | 9 | \$ 93.790788 | \$ 16,257.07 | \$ 195,084.84 | \$ 121.384788 | \$ 21,040.03 | \$ 252,480.36 |

City of Santa Clara
Unclassified/Elected Salary Plan

Effective 12/26/2021
Approved 12/7/2021

| Job Title | Job Code | Union Code | Minimum Salary | | | Maximum Salary | | |
|--------------------------------|----------|------------|----------------|--------------|---------------|----------------|--------------|---------------|
| | | | Hourly | Monthly | Annual | Hourly | Monthly | Annual |
| ELEC DIV MGR - SUBSTATIONS | 104M | 9 | \$ 93.790788 | \$ 16,257.07 | \$ 195,084.84 | \$ 121.384788 | \$ 21,040.03 | \$ 252,480.36 |
| ELEC DIV MGR - TRANSM, DISTRIB | 104S | 9 | \$ 93.790788 | \$ 16,257.07 | \$ 195,084.84 | \$ 121.384788 | \$ 21,040.03 | \$ 252,480.36 |
| ELEC DIV MGR-MKT A & P | 107F | 9 | \$ 93.790788 | \$ 16,257.07 | \$ 195,084.84 | \$ 121.384788 | \$ 21,040.03 | \$ 252,480.36 |
| ELEC DIVISION MANAGER | 104 | 9 | \$ 93.790788 | \$ 16,257.07 | \$ 195,084.84 | \$ 121.384788 | \$ 21,040.03 | \$ 252,480.36 |
| ELEC PROGRAM MANAGER | 424 | 9 | \$ 81.564288 | \$ 14,137.81 | \$ 169,653.72 | \$ 105.547038 | \$ 18,294.82 | \$ 219,537.84 |
| ELEC UTIL CHIEF OPER OFFICER | 116 | 9 | \$ 124.845346 | \$ 21,639.86 | \$ 259,678.32 | \$ 161.567077 | \$ 28,004.96 | \$ 336,059.52 |
| ELEC UTIL RISK CONTROL ANALYST | 697 | 9 | \$ 73.045500 | \$ 12,661.22 | \$ 151,934.64 | \$ 94.532308 | \$ 16,385.60 | \$ 196,627.20 |
| EMERGENCY SERVICES COORDINATOR | 106 | 9 | \$ 61.337481 | \$ 10,631.83 | \$ 127,581.96 | \$ 79.381846 | \$ 13,759.52 | \$ 165,114.24 |
| ENVIRONMENTAL PROGRAMS MGR | 461 | 9 | \$ 63.375231 | \$ 10,985.04 | \$ 131,820.48 | \$ 82.010423 | \$ 14,215.14 | \$ 170,581.68 |
| EXECUTIVE ASSISTANT | 187 | 9 | \$ 53.301058 | \$ 9,238.85 | \$ 110,866.20 | \$ 68.976058 | \$ 11,955.85 | \$ 143,470.20 |
| FIELD FOREPERSON | 114 | 9 | \$ 76.759269 | \$ 13,304.94 | \$ 159,659.28 | \$ 99.331269 | \$ 17,217.42 | \$ 206,609.04 |
| FIRE CHIEF | 117 | 9B | \$ 141.980308 | \$ 24,609.92 | \$ 295,319.04 | \$ 183.729577 | \$ 31,846.46 | \$ 382,157.52 |
| FIRE MARSHAL | 120 | 9B | \$ 107.875385 | \$ 18,698.40 | \$ 224,380.80 | \$ 139.592654 | \$ 24,196.06 | \$ 290,352.72 |
| FLEET MANAGER | 034 | 9 | \$ 65.485327 | \$ 11,350.79 | \$ 136,209.48 | \$ 84.741462 | \$ 14,688.52 | \$ 176,262.24 |
| HOUSING & COMM SVC DIV MGR | 075 | 9 | \$ 78.694558 | \$ 13,640.39 | \$ 163,684.68 | \$ 101.845327 | \$ 17,653.19 | \$ 211,838.28 |
| HOUSING DEVELOPMENT OFFICER | 749 | 9 | \$ 61.801731 | \$ 10,712.30 | \$ 128,547.60 | \$ 79.978673 | \$ 13,862.97 | \$ 166,355.64 |
| HUMAN RESOURCES DIV MGR | 139 | 9 | \$ 77.609365 | \$ 13,452.29 | \$ 161,427.48 | \$ 100.434577 | \$ 17,408.66 | \$ 208,903.92 |
| INFORMATION TECHNOLOGY SVC MGR | 112 | 9 | \$ 72.840519 | \$ 12,625.69 | \$ 151,508.28 | \$ 94.254981 | \$ 16,337.53 | \$ 196,050.36 |
| INSPECTION MANAGER | 134 | 9 | \$ 77.946981 | \$ 13,510.81 | \$ 162,129.72 | \$ 100.880712 | \$ 17,485.99 | \$ 209,831.88 |
| LEGAL EXECUTIVE ASSISTANT | 185 | 9 | \$ 53.301058 | \$ 9,238.85 | \$ 110,866.20 | \$ 68.976058 | \$ 11,955.85 | \$ 143,470.20 |
| LIBRARY DIV MGR -SUPPORT SVCS | 127G | 9 | \$ 65.437096 | \$ 11,342.43 | \$ 136,109.16 | \$ 84.693231 | \$ 14,680.16 | \$ 176,161.92 |
| MANAGEMENT ANALYST | 008 | 9 | \$ 54.114923 | \$ 9,379.92 | \$ 112,559.04 | \$ 70.037135 | \$ 12,139.77 | \$ 145,677.24 |
| MAYOR | MAYOR | Elected | | | | | \$ 2,500.00 | \$ 30,000.00 |
| MUNICIPAL SERVICES DIV MGR | 110 | 9 | \$ 77.609365 | \$ 13,452.29 | \$ 161,427.48 | \$ 100.434577 | \$ 17,408.66 | \$ 208,903.92 |
| PARK MAINT & OPERATIONS SUPERV | 131 | 9 | \$ 64.683519 | \$ 11,211.81 | \$ 134,541.72 | \$ 83.698500 | \$ 14,507.74 | \$ 174,092.88 |
| PARKS & RECREATION DIRECTOR | 132 | 9 | \$ 106.704577 | \$ 18,495.46 | \$ 221,945.52 | \$ 138.078692 | \$ 23,933.64 | \$ 287,203.68 |

City of Santa Clara
Unclassified/Elected Salary Plan

Effective 12/26/2021
Approved 12/7/2021

| Job Title | Job Code | Union Code | Minimum Salary | | | Maximum Salary | | |
|--------------------------------|----------|------------|----------------|--------------|---------------|----------------|--------------|---------------|
| | | | Hourly | Monthly | Annual | Hourly | Monthly | Annual |
| PARKS CONST, MTC & REPAIR MGR | 130 | 9 | \$ 64.683519 | \$ 11,211.81 | \$ 134,541.72 | \$ 83.698500 | \$ 14,507.74 | \$ 174,092.88 |
| PERFORMANCE AUDITOR I | 203 | 9 | \$ 45.095769 | \$ 7,816.60 | \$ 93,799.20 | \$ 58.364250 | \$ 10,116.47 | \$ 121,397.64 |
| PERFORMANCE AUDITOR II | 204 | 9 | \$ 54.114923 | \$ 9,379.92 | \$ 112,559.04 | \$ 70.037135 | \$ 12,139.77 | \$ 145,677.24 |
| PLAN REVIEW MANAGER | 629 | 9 | \$ 78.784962 | \$ 13,656.06 | \$ 163,872.72 | \$ 101.947788 | \$ 17,670.95 | \$ 212,051.40 |
| PLANNING MANAGER | 072 | 9 | \$ 82.161115 | \$ 14,241.26 | \$ 170,895.12 | \$ 106.324731 | \$ 18,429.62 | \$ 221,155.44 |
| POLICE CAPTAIN | 138 | 9A | \$ 128.757923 | \$ 22,318.04 | \$ 267,816.48 | \$ 166.622942 | \$ 28,881.31 | \$ 346,575.72 |
| POLICE CHIEF | 141 | Elected | | | | \$ 150.813462 | \$ 26,141.00 | \$ 313,692.00 |
| POLICE RECORDS MANAGER | 647 | 9 | \$ 55.742712 | \$ 9,662.07 | \$ 115,944.84 | \$ 72.141173 | \$ 12,504.47 | \$ 150,053.64 |
| POWER SYSTEM SCHEDULER/TRADEF | 674 | 9 | \$ 69.952731 | \$ 12,125.14 | \$ 145,501.68 | \$ 90.529154 | \$ 15,691.72 | \$ 188,300.64 |
| POWER TRADER | 673 | 9 | \$ 89.401788 | \$ 15,496.31 | \$ 185,955.72 | \$ 115.705615 | \$ 20,055.64 | \$ 240,667.68 |
| PRINCIPAL ACCOUNTANT | 148 | 9 | \$ 69.862269 | \$ 12,109.46 | \$ 145,313.52 | \$ 90.402577 | \$ 15,669.78 | \$ 188,037.36 |
| PRINCIPAL ELECTRIC UTILITY ENG | 145 | 9 | \$ 89.335442 | \$ 15,484.81 | \$ 185,817.72 | \$ 115.609154 | \$ 20,038.92 | \$ 240,467.04 |
| PRINCIPAL ENG - WATER & SEWER | 142W | 9 | \$ 86.622462 | \$ 15,014.56 | \$ 180,174.72 | \$ 112.100365 | \$ 19,430.73 | \$ 233,168.76 |
| PRINCIPAL ENG/CITY SURVEYOR | 140 | 9 | \$ 90.953712 | \$ 15,765.31 | \$ 189,183.72 | \$ 117.707192 | \$ 20,402.58 | \$ 244,830.96 |
| PRINCIPAL ENGINEER | 142 | 9 | \$ 86.622462 | \$ 15,014.56 | \$ 180,174.72 | \$ 112.100365 | \$ 19,430.73 | \$ 233,168.76 |
| PRINCIPAL FINANCIAL ANALYST | 149 | 9 | \$ 69.862269 | \$ 12,109.46 | \$ 145,313.52 | \$ 90.402577 | \$ 15,669.78 | \$ 188,037.36 |
| PRINCIPAL PLANNER | 143 | 9 | \$ 69.862269 | \$ 12,109.46 | \$ 145,313.52 | \$ 90.402577 | \$ 15,669.78 | \$ 188,037.36 |
| PRINCIPAL POWER ANALYST | 154 | 9 | \$ 69.862269 | \$ 12,109.46 | \$ 145,313.52 | \$ 90.402577 | \$ 15,669.78 | \$ 188,037.36 |
| PRINCIPAL UTIL INFO SYSTEM MGR | 146 | 9 | \$ 89.401788 | \$ 15,496.31 | \$ 185,955.72 | \$ 115.705615 | \$ 20,055.64 | \$ 240,667.68 |
| PUBLIC INFORMATION OFFICER | 077 | 9 | \$ 84.904269 | \$ 14,716.74 | \$ 176,600.88 | \$ 109.869692 | \$ 19,044.08 | \$ 228,528.96 |
| PUBLIC RECORDS MANAGER | 082 | 9 | \$ 54.114923 | \$ 9,379.92 | \$ 112,559.04 | \$ 70.037135 | \$ 12,139.77 | \$ 145,677.24 |
| PURCHASING DIVISION MANAGER | 147 | 9 | \$ 74.715519 | \$ 12,950.69 | \$ 155,408.28 | \$ 96.690635 | \$ 16,759.71 | \$ 201,116.52 |
| RECREATION MANAGER | 150 | 9 | \$ 70.525442 | \$ 12,224.41 | \$ 146,692.92 | \$ 91.264673 | \$ 15,819.21 | \$ 189,830.52 |
| RISK MANAGER | 700 | 9 | \$ 74.715519 | \$ 12,950.69 | \$ 155,408.28 | \$ 96.690635 | \$ 16,759.71 | \$ 201,116.52 |
| SR DEPUTY CITY ATTORNEY | 161 | 9 | \$ 74.510538 | \$ 12,915.16 | \$ 154,981.92 | \$ 96.431423 | \$ 16,714.78 | \$ 200,577.36 |
| SR ELEC DIV MGR | 173 | 9 | \$ 103.165615 | \$ 17,882.04 | \$ 214,584.48 | \$ 133.520885 | \$ 23,143.62 | \$ 277,723.44 |

City of Santa Clara
Unclassified/Elected Salary Plan

Effective 12/26/2021
Approved 12/7/2021

| Job Title | Job Code | Union Code | Minimum Salary | | | Maximum Salary | | |
|-----------------------------------|----------|------------|----------------|--------------|---------------|----------------|--------------|---------------|
| | | | Hourly | Monthly | Annual | Hourly | Monthly | Annual |
| SR ELEC DIV MGR-MKT A&P | 174A | 9 | \$ 103.165615 | \$ 17,882.04 | \$ 214,584.48 | \$ 133.520885 | \$ 23,143.62 | \$ 277,723.44 |
| SR INFORMATION TECH SVCS MGR | 743 | 9 | \$ 79.815923 | \$ 13,834.76 | \$ 166,017.12 | \$ 103.292250 | \$ 17,903.99 | \$ 214,847.88 |
| SR MANAGEMENT ANALYST | 742 | 9 | \$ 59.526288 | \$ 10,317.89 | \$ 123,814.68 | \$ 77.040635 | \$ 13,353.71 | \$ 160,244.52 |
| SR PERFORMANCE AUDITOR | 202 | 9 | \$ 63.375231 | \$ 10,985.04 | \$ 131,820.48 | \$ 82.010423 | \$ 14,215.14 | \$ 170,581.68 |
| SR POWER SYSTEM SCHEDLR/TRADEI772 | | 9 | \$ 75.185769 | \$ 13,032.20 | \$ 156,386.40 | \$ 97.305577 | \$ 16,866.30 | \$ 202,395.60 |
| STREET SUPERINTENDENT | 159 | 9 | \$ 71.478000 | \$ 12,389.52 | \$ 148,674.24 | \$ 92.506615 | \$ 16,034.48 | \$ 192,413.76 |
| TRANSPORTATION MANAGER | 171 | 9 | \$ 87.412269 | \$ 15,151.46 | \$ 181,817.52 | \$ 113.125269 | \$ 19,608.38 | \$ 235,300.56 |
| UTILITY BUSINESS SYSTEMS MGR | 898 | 9 | \$ 69.747750 | \$ 12,089.61 | \$ 145,075.32 | \$ 90.257885 | \$ 15,644.70 | \$ 187,736.40 |
| UTILITY OPERATIONS ENGINEER | 155 | 9 | \$ 73.630327 | \$ 12,762.59 | \$ 153,151.08 | \$ 95.279885 | \$ 16,515.18 | \$ 198,182.16 |
| WATER & SEWER OPERATIONS MGR | 180 | 9 | \$ 72.370269 | \$ 12,544.18 | \$ 150,530.16 | \$ 93.664154 | \$ 16,235.12 | \$ 194,821.44 |
| WATER & SEWER SUPERINTENDENT | 029 | 9 | \$ 65.437096 | \$ 11,342.43 | \$ 136,109.16 | \$ 84.693231 | \$ 14,680.16 | \$ 176,161.92 |
| WEB & DIGITAL MEDIA MANAGER | 073 | 9 | \$ 62.392558 | \$ 10,814.71 | \$ 129,776.52 | \$ 80.738308 | \$ 13,994.64 | \$ 167,935.68 |

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA
TO ADOPT THE AMENDED CLASSIFIED AND UNCLASSIFIED
SALARY PLANS FOR VARIOUS POSITIONS WITH AN
APPROVAL DATE OF DECEMBER 26, 2021**

BE IT RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

WHEREAS, the City of Santa Clara contracts with CalPERS to provide retirement benefits;

WHEREAS, to comply with the California Code Regulations section 570.5, the City of Santa Clara shall among other things, have pay scheduled approved and adopted by the City Council; and indicate an effective date and date of any revisions; and,

WHEREAS, as required by the California Code Regulations section 570.5 and as mandated by CalPERS, the City Council deems it to be in the best interests of the City to adopt the Amended Classified and Unclassified Salary Plans for City of Santa Clara classifications when there are salary modifications to existing classifications, and when new classifications are created and salary ranges need to be established, with an approval date of December 7, 2021.

**NOW THEREFORE, BE IT FURTHER RESOLVED BY THE CITY OF SANTA CLARA AS
FOLLOWS:**

1. That the City hereby adopts the Amended Classified and Unclassified Salary Plans for various City of Santa Clara classified and unclassified positions.

//

//

//

//

//

//

//

//

2. Effective date. In accordance with the California Code Regulations section 570.5 and to comply with CalPERS, the salary schedule for various classified positions shall be effective December 26, 2021 and adopted with an approval date of December 7, 2021.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE ____ DAY OF ____, 2021, BY THE FOLLOWING VOTE:

| | |
|------------|-------------|
| AYES: | COUNCILORS: |
| NOES: | COUNCILORS: |
| ABSENT: | COUNCILORS: |
| ABSTAINED: | COUNCILORS: |

ATTEST: _____
NORA PIMENTEL, MMC
ASSISTANT CITY CLERK
CITY OF SANTA CLARA

Attachments incorporated by reference:

1. Classified Salary Plan (effective 12-26-2021) approved 12-07-2021
2. Unclassified Salary Plan (effective 12-26-2021) approved 12-07-2021

RESOLUTION NO. ____

**A RESOLUTION OF THE CITY OF SANTA CLARA, CALIFORNIA
TO APPROVE A SECOND AMENDMENT TO THE EMPLOYMENT
AGREEMENT WITH THE CITY MANAGER AND TO APPROVE
AND ADOPT AN AMENDED SALARY PLAN FOR THE
CLASSIFICATION OF CITY MANAGER EFFECTIVE DECEMBER
26, 2021.**

BE IT RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

WHEREAS, on August 22, 2017, the Mayor and Employee entered into an Employment Agreement ("Agreement");

WHEREAS, the City Council now desires to amend the Agreement to provide a cost of living wage increase effective December 26, 2021 to Deanna J. Santana in the amount of four point five percent (4.5%);

WHEREAS, the City of Santa Clara contracts with CalPERS to provide retirement benefits;

WHEREAS, to comply with California Code Regulations Section 570.5, the City of Santa Clara shall among other things, have pay schedules approved and adopted by the City Council; and indicate an effective date and date of any revisions;

WHEREAS, as required by California Code Regulations section 570.5 and as mandated by CalPERS, the City Council deems it to be in the best interests of the City to approve and adopt the Amended Salary Plans for City of Santa Clara classifications when there are salary modifications to existing classifications, and when new classifications are created and salary ranges need to be established, with effective dates of December 26, 2021, as set forth in the attachment hereto.

NOW THEREFORE, BE IT FURTHER RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

1. Employee shall receive a cost of living wage increase of four-point five percent (4.5%) effective December 26, 2021. The amended annual base salary will be \$468,673.97.

2. The City hereby approves and adopts the Amended Salary Plans that includes the classification of City Manager, as set forth in the attachment hereto.
4. Effective date. In accordance with the California Code Regulations section 570.5 and to comply with CalPERS, the salary schedules, which includes the classification of City Manager shall be effective as of December 26, 2021.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE ____ DAY OF ____, 2021, BY THE FOLLOWING VOTE:

AYES: COUNCILORS:
NOES: COUNCILORS:
ABSENT: COUNCILORS:
ABSTAINED: COUNCILORS:

ATTEST: _____
NORA PIMENTEL, MMC
ASSISTANT CITY CLERK
CITY OF SANTA CLARA

Attachments incorporated by reference:

1. Second Amendment to Employment Agreement
2. Unclassified Salary Plan (effective 12-26-2021) approved 12-07-2021

**AMENDMENT NO. 2
TO THE AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
DEANNA J. SANTANA**

PREAMBLE

This agreement ("Amendment No. 2") is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Deanna J. Santana ("Employee"). City and Employee may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

- A. The Parties previously entered into an agreement entitled Employment Agreement by and between the City of Santa Clara, California and Deanna J. Santana dated August 22, 2017 (Agreement); and
- B. The Parties entered into the Agreement for the purpose appointing and employing Employee as its City Manager and establishing the terms and conditions of employment, and the Parties now wish to amend the Agreement to amend the terms and conditions of employment.
- C. On January 28, 2020, the parties amended the employment agreement that eliminated the housing allowance and modified the annual salary.
- D. On November 17, 2020, the City Council approved to not provide a COLA for two-years from December 15, 2019 to December 25, 2021

NOW, THEREFORE, the Parties agree as follows:

AMENDMENT TERMS AND CONDITIONS

- 1. Section 3.1 of the Agreement, entitled "Salary" is amended to read as follows:

Effective December 26, 2021, Employee shall receive an annual salary of Four Hundred Sixty-Eight Thousand Six Hundred Seventy-Three and Ninety Seven Cents (\$468,673.97), less all authorized or appropriate deductions and withholdings, payable in pro-rata increments on regular City paydays. City and Employee agree that the amount of her annual salary shall not decrease, except as part of a decrease that is applicable to either all Council-appointed officers, (the City Attorney and City Auditor) or is applicable to all City Miscellaneous

Unclassified Management Employees in Unit 9. Such decrease shall be effective when approved by the City Council.

2. Except as set forth herein, all other terms and conditions of the Agreement shall remain in full force and effect. In case of a conflict in the terms of the Agreement and this Amendment No. 2, the provisions of this Amendment No. 2 shall control.

The Parties acknowledge and accept the terms and conditions of this Amendment No. 2 as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form:

Dated: _____

Sujata Reuter
Chief Assistant City Attorney

LISA M. GILLMOR
MAYOR
1500 Warburton Avenue
Santa Clara, CA 95050

"CITY"
DEANNA J. SANTANA

Dated: _____
By (Signature): _____
Name: Deanna J. Santana
Title: City Manager
Principal Place of
Business Address: 1500 Warburton Avenue
Email Address: dsantana@santaclaraca.gov
Telephone: (408) 615-2211
Fax: (408) 615-2227
"EMPLOYEE"



Agenda Report

21-1628

Agenda Date: 12/7/2021

REPORT TO COUNCIL

SUBJECT

Action on a Written Petition (Council Policy 030) Submitted by Jared Peters Requesting to Place an Agenda Item at a Future Council Meeting to Consider making a Policy Decision Regarding the City Assuming Responsibility of an Unstable and Dangerous Sound Wall in the Laurel Park East Neighborhood

COUNCIL PILLAR

Enhance Community Engagement and Transparency

BACKGROUND

Council Policy 030 - Adding an Item on the Agenda (Attachment 1) sets forth the procedure for written petitions. Any member of the public may submit a written request raising any issue or item within the subject matter jurisdiction of the Council. Per the policy, the written request will be submitted on the agenda, in the form substantially provided by the requestor, without any staff analysis, including fiscal review, legal review and policy review. If a simple majority of the City Council supports further study of the request, then a full staff analysis shall be prepared within thirty (30) days, unless otherwise directed by the City Council.

DISCUSSION

The City Clerk's Office received a Written Petition on November 15, 2021 requesting to place an agenda item at a future council meeting to consider the following: the residents bordering Plumridge Avenue in the Laurel Park East neighborhood are requesting that the City Council make a policy decision to staff recommendation and assume responsibility for the unstable and dangerous sound wall backing their properties. The sound wall is clearly part of the municipal roadway infrastructure and should be rightfully maintained by the City Street Department. See attachment 2.

Staff recently responded to Mr. Peters with the legal agreement provision that confirm the property owner's responsibilities. See attachment 3.

FISCAL IMPACT

There is no fiscal impact associated with considering the request to be placed on a future agenda except for staff time.

ENVIRONMENTAL REVIEW

The action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378(b)(5) in that it is a administrative activity that will not result in direct or indirect physical changes to the environment.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any report to council may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <<mailto:clerk@santaclaraca.gov>>.

ALTERNATIVES

1. Set a future Council meeting date to take action on the Written Petition received.
2. Take no action.
3. Any other City Council Action, as determined by the City Council.

RECOMMENDATION

Staff makes no recommendation.

Reviewed by: Nora Pimentel, Assistant City Clerk

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Policy and Procedure 030 - Adding an Item on the Agenda
2. Written Petition dated November 15, 2021 submitted by Jared Peters
3. Legal Agreement

RESOLUTION NO. 20-8895

**A RESOLUTION OF THE CITY OF SANTA CLARA,
CALIFORNIA TO REPEAL RESOLUTION NO. 20-8809,
AMEND COUNCIL POLICY 030 ENTITLED “ADDING AN ITEM
ON THE AGENDA,” AND APPROVE THE COUNCIL ITEM
REQUEST FORM**

BE IT RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

WHEREAS, amending the policy on adding an item on the agenda to establish a clear, effective and easily understood process for members of the City Council and the public to have items within the jurisdiction of the City Council placed on a meeting agenda;

WHEREAS, the amended version of the Adding an Item on the Agenda policy expands on the current policy language by clearly stating that, when a written request is first considered, discussion should be limited to whether an item should be added to an agenda and a date, not the merit of the item; and,

WHEREAS, the amended Adding an Item on the Agenda policy, attached hereto as Attachment 1, includes a Council Item Request Form for the City Council’s use when requesting an item for inclusion on a Council meeting agenda and adds the procedure for written requests from members of the City Council.

**NOW THEREFORE, BE IT FURTHER RESOLVED BY THE CITY OF SANTA CLARA AS
FOLLOWS:**

1. That Resolution No. 20-8809 is hereby rescinded in its entirety.
2. That amended Council Policy 030 entitled “Adding an Item on the Agenda” with the Council Item Request Form, attached hereto as Attachment 1, is hereby approved and adopted, and the City Manager is directed to number (and renumber, as appropriate) the Council Policy Manual such that they are organized in a logical fashion.

//

//

//

3. Effective date. This resolution shall become effective immediately.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE 27TH DAY OF OCTOBER, 2020, BY THE FOLLOWING VOTE:

AYES: COUNCILORS: Chahal, Davis, Hardy, O'Neill, and Watanabe,
and Mayor Gillmor

NOES: COUNCILORS: None

ABSENT: COUNCILORS: None

ABSTAINED: COUNCILORS: None

ATTEST:



NORA PIMENTEL, MMC
ASSISTANT CITY CLERK
CITY OF SANTA CLARA

Attachments incorporated by reference:

1. Council Policy 030 entitled "Adding an Item on the Agenda"



ADDING AN ITEM ON THE AGENDA

PURPOSE

To establish a clear, effective, and easily understood process for members of the City Council and the public to have items, within the jurisdiction of the City Council, placed on the City Council agenda for consideration.

POLICY

Members of the City Council:

The Mayor or any individual Councilmember may submit a written request by using the Council Item Request Form to the City Manager's Office for inclusion of an item on a City Council agenda, provided the request is received two (2) days prior to the public release of the agenda packet. At the meeting where the request is heard, discussion should be limited to whether the item should be added to an agenda and a date, not the merit of the item.

Referral from a Council Committee:

Council Committees may submit a written request to the City Manager's Office for inclusion of an item on a City Council agenda, provided the request is received two (2) days prior to the public release of the agenda packet.

Council Committees may bring forward a recommendation to the full City Council by way of the Committee minutes, which are typically prepared within three weeks following the Committee meeting.

Items Referred During a Council Meeting:

By Council action, an item may be referred to the City Manager for inclusion on a City Council agenda. If the request requires further study of the item from staff, a full analysis shall be prepared at the direction of the City Manager with at least thirty (30) calendar days prior to the meeting, unless otherwise directed by the City Council. If the request requires more than thirty (30) calendar days to prepare, status updates will be provided to the City Council every sixty (60) days as an informational memo.



ADDING AN ITEM ON THE AGENDA

Written Petitions and Public Presentations:

Any member of the public may submit a written request raising any issue or item within the subject matter jurisdiction of the City Council to be heard under the **"Written Petition"** section of the City Council's regular agenda within two (2) Council meetings after received. After the initial Written Petition is placed on the agenda, a majority vote of the City Council may add the item to a future Council meeting for action. Any member of the public may address the City Council under the **"Public Presentations"** section of the agenda. If the presentation includes a request of the Council, a majority vote of the City Council may refer the item to the City Manager to be properly added to a future meeting, in compliance with the Brown Act.

PROCEDURE FOR WRITTEN PETITIONS

1. All requests to address the City Council shall be submitted in writing. Written Petition forms are available for the petitioner's convenience on the City's website and in the City Manager's Office, City Clerk's Office, and the Mayor and Council Offices. Alternatively, an email may be submitted to clerk@santaclaraca.gov.
2. Once the Written Petition is received by the City Clerk's Office, it should immediately be forwarded to the City Manager for placement on an agenda within two (2) Council meetings after receipt of the original request from the City Clerk's Office. All written material (request and any support material) will be submitted on the agenda in the form substantially provided by the requester without any staff analysis, including fiscal review, legal review and policy review, until the City Council has had the opportunity to provide direction to the City Manager.
3. At the meeting where the item is first considered, if a majority of the City Council supports further study of the item, then a full staff analysis shall be prepared within thirty (30) days, unless otherwise directed by the City Council. Discussion should be limited to whether an item should be added to an agenda and a date, not the merit of the item.



ADDING AN ITEM ON THE AGENDA

***PROCEDURE
FOR WRITTEN
REQUESTS
FROM CITY
COUNCIL***

1. Members of the City Council shall use the Council Item Request Form to submit a written request for inclusion of an item on a future City Council agenda.
2. Once the Council Item Request Form is received by the City Clerk's Office, it should immediately be forwarded to the City Manager for placement on an agenda within two (2) Council meetings after receipt of the original request from the City Clerk's Office. All written material (Council Item Request Form and any support material) will be submitted on the agenda in the form substantially provided by the requester without any staff analysis, including fiscal review, legal review and policy review, until the City Council has had the opportunity to provide direction to the City Manager.
3. At the meeting where the item is first considered, if a majority of the City Council supports further study of the item, then a full staff analysis shall be prepared within thirty (30) days, unless otherwise directed by the City Council. Discussion should be limited to whether an item should be added to an agenda and a date, not the merit of the item.

Attachments: Council Item Request Form



The Council Item Request Form is for members of the City Council to submit written requests to the City Manager's Office for inclusion of an item on a future City Council meeting agenda. At the meeting where the initial written request is heard, discussion should be limited to whether the item should be added to an agenda and a date, not the merit of the item. A majority vote of the City Council is required for the item to be added to future Council meeting agenda for action.

CONTACT INFORMATION

Requesting Member of City Council _____

Contact E-mail _____

Contact Phone _____

Today's Date _____

WRITTEN REQUEST

I, _____, hereby request that the following item be placed on the City of Santa Clara Council and Authorities Concurrent meeting agenda:



**City of
Santa Clara**
The Center of What's Possible

CITY COUNCIL WRITTEN PETITION

Please provide the information requested below. When complete, please submit to the City Clerk's Office, 1500 Warburton Avenue, Santa Clara, CA 95050.

Date: Nov 15th 2021

I, JARED PETERS, am hereby requesting to be placed on the Santa Clara City Council Agenda for the following purpose:

THE RESIDENTS BORDERING PRIMEREDGE AVENUE IN THE LAUREL PARK EAST

NEIGHBORHOOD ARE REQUESTING THAT THE CITY COUNCIL MAKE A POLICY DECISION

TO STAFF RECOMMENDATION AND ASSUME RESPONSIBILITY FOR THE UNSTABLE

AND DANGEROUS SOUND WALL BACKING OUR PROPERTIES. THE SOUND WALL IS CLEARLY PART OF THE MUNICIPAL ROADWAY INFRASTRUCTURE AND SHOULD BE RIGHTFULLY MAINTAINED BY THE CITY STREET DEPARTMENT. PLEASE SEE ATTACHED CORRESPONDENCE.

I understand that it is important that I attend the meeting in the event there are any questions the Council wishes to ask me.

Signed:

NAME:

JARED PETERS

ADDRESS:

2647 GAMBLIN DRIVE

Street

SANTA CLARA CA 95051

City

Zip Code

TELEPHONE:*

408-205-4007

Optional

DATE:

Nov 15th 2021

*NOTE: This is a public document. If your telephone number is unlisted or if you do not want it to be public, please provide an alternate number where you can be reached.

To: Anthony J. Becker
City of Santa Clara Councilmember District #6

October 25th, 2021

From: Jared Peters
2647 Gamblin Drive, Santa Clara, CA 95051
(408) 205-4007

CC: Lisa M. Gillmor – City of Santa Clara Mayor
Deanna J. Santana – City Manager
Craig Mobeck – Director of Public Works
Sue Ruter – Acting City Attorney
Brandon Coco – Associate Engineer

Subject: Dangerous Concrete Municipal Sound Wall (2500-2700 Pruneridge Avenue)

Dear Councilmember Becker,

The Santa Clara Residents backing Pruneridge Avenue in the “Laurel Park East” development on Gamblin Drive need your assistance to navigate the City’s policies regarding a dilapidated and dangerous concrete Sound Wall bordering our neighborhood. In the past three years, without external causes, several 16-foot sections of the concrete sound wall have fallen “out of the blue” and crashed to the ground. Each one of these 16-foot sections weighs ~2.4 tons and there are over 800 linear feet of this precariously oriented sound wall along Pruneridge Avenue backing our properties (see photos attached).

At this point, the City’s Engineering Office has initially determined that the sound wall was built outside the developer dedicated right-of-way, and therefore the sound wall is the responsibility of the individual property owners. The City’s Engineering Office has taken this position without any historical knowledge of the original 1976 Sub-division Developer/City of Santa Clara Agreement which would have defined the municipal sound wall maintenance and responsibility.

Based on the following, the Gamblin Drive property owners backing Pruneridge Avenue disagree with the City’s current interpretation of responsibility and request that the City take action to reassess this determination and then remedy this dangerous situation.

- **Precedent** – The County of Santa Clara, on two separate occasions, has removed and repaired fallen or damaged sections of the connecting Precast Concrete Sound Wall (on Pruneridge Avenue); without assigning responsibility to the property owner.
- **Precedent** – The City of Santa Clara removed and disposed of a 16-foot section of the sound wall after it had fallen and replaced it with temporary fencing.
- **Ongoing Maintenance Responsibility** – The City of Santa Clara maintains the developer dedicated Pruneridge Avenue right-of-way landscaping, watering infrastructure, and re-paints the concrete sound wall to coverup graffiti.
- **Municipal Sound Wall vs. Residential Fence** – The Pruneridge Avenue Precast Concrete Sound Wall is seemingly part of the Pruneridge Avenue Municipal Roadway Infrastructure. The City of Santa Clara Planning Dept. approved the design and installation of an industrial precast concrete sound wall; impacted property owners would not have ability to replace or repair these types of structures. Also, the concrete panels have been installed without regard to the abutting property lines; meaning the individual 16-foot sections share adjacent property boundaries.

Myself and the following list of Laurel Park East residents whose properties abut the Pruneridge Avenue concrete sound wall seek assistance from the City of Santa Clara to resolve this problem. Your valued representation and involvement in addressing this matter is greatly appreciated.

Best Regards,



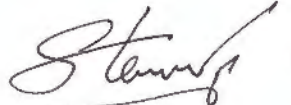
Jared Peters



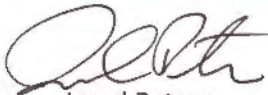
Sarabhjit Grewal
2698 Gamblin Drive

* ON VACATION

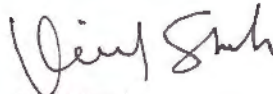
Donald Wieland
2657 Gamblin Drive



Steve Ng
2653 Gamblin Drive



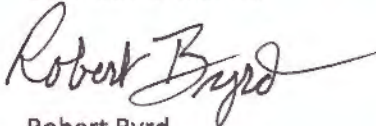
Jared Peters
2647 Gamblin Drive



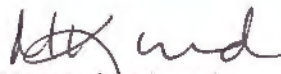
Viral Shah
2643 Gamblin Drive



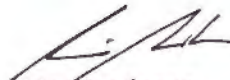
Sachin Bahadur
2637 Gamblin Drive



Robert Byrd
2633 Gamblin Drive



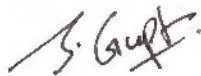
Manvinder Khroad
2627 Gamblin Drive



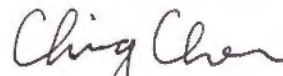
Eric Mendonca
2623 Gamblin Drive



Padmavalli Dakoju
2617 Gamblin Drive



Shantanu Gupta
2613 Gamblin Drive



Ching Chen
2607 Gamblin Drive



To: Anthony J. Becker
City of Santa Clara Councilmember District #6

November 8th, 2021

From: Jared Peters
2647 Gamblin Drive, Santa Clara, CA 95051
(408) 205-4007

CC: Lisa M. Gillmor – City of Santa Clara Mayor
Deanna J. Santana – City Manager
Craig Mobeck – Director of Public Works
Sue Ruter – Acting City Attorney
Brandon Coco – Associate Engineer

Subject: Unstable Concrete Sound Wall (2500-2700 Pruneridge Avenue)

Dear Councilmember Becker,

Thank you for getting involved and advocating for a solution with the unstable sound wall bordering our neighborhood. Unfortunately, the response from City Staff regarding the maintenance and responsibility of the sound wall was a duplication of previous communications and fails to address relevant precedent established by both the City of Santa Clara and the County of Santa Clara.

Please allow me to reiterate these points in an attempt to get the City committed to remedy this situation before more sections of the sound wall fall and potentially injure someone.

1. The County of Santa Clara removed and replaced four sections of the concrete sound wall on Pruneridge Avenue (not San Tomas Expressway) that had fallen over or were deemed unstable. This portion of the replaced sound wall was on residential property, lots 59 & 60 and not in a dedicated easement. The County of Santa Clara did this without assigning responsibility to the property owner.
2. For the Laurel Park East Development in 1976, the City of Santa Clara approved the original design and installation of an industrial pre-cast concrete sound wall bordering the neighborhood. Even though this sound wall is located on residential property this type of infrastructure is clearly part of the Pruneridge Avenue municipal roadway and cannot be considered a residential fence that home owners could maintain by themselves. Additionally, the City of Santa Clara removed a fallen section of the wall, installing a temporary fence and the City also regularly paints the wall to remove graffiti.

Mr. Becker, we need your help to elevate a discussion above City Staff to remedy this dangerous situation. Is it possible to make this an Agenda Item for a future Council Meeting to move the discussion forward? Your valued representation and involvement in addressing this matter is greatly appreciated.

Best Regards,

 Nov 8th, 2021

Jared Peters

INTEROFFICE MEMORANDUM

CITY OF SANTA CLARA

984

DATE: March 25, 1976

TO: 3/30/76 City Manager

FROM: Director of Public Works/City Engineer

SUBJECT: Tract No. 5766 (Laurel Park East): Approval of Property Development Agreement and Final Map
Developer: Ditz Crane

This 20.4 (net) acre subdivision, comprising 106 R1-8L Lots, is located at the southwest corner of Pruneridge Avenue and San Tomas Expressway. On December 30, 1975, the City Council approved the Tentative Map for this Tract. The Final Map has been reviewed by staff and is in conformance with the conditions of approval of the Tentative Map.

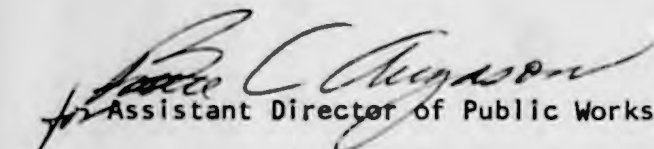
A Property Development Agreement has been prepared by staff and executed by the developer, Ditz Crane. All fees have been paid and all bonds posted in accordance with said Agreement.

Special Provisions have been incorporated in the Agreement per the aforesaid conditions of approval and include the following:

1. Developer shall construct a masonry noise abatement wall along the Pruneridge Avenue and San Tomas Expressway frontage. Maintenance of said wall shall be the responsibility of property owner.
2. All electric facilities shall be underground.
3. Design of the storm drain system must provide adequate protection from a storm of 10-year occurrence.

All other items of said Agreement are usual to this type of development. A copy of the Property Development Agreement and the Final Map will be placed in the Council offices for review prior to Council Meeting.

It is, therefore, recommended that the City Council approve the above described Property Development Agreement and Final Map and authorize the execution thereof.


Assistant Director of Public Works


Director of Public Works/City Engineer

Approved:


City Manager

No. 9733

CITY OF SANTA CLARA
COLLECTOR'S OFFICE

RECEIVED FROM Glitz - Crenes DATE 3/26/76

ADDRESS 2295 W La Cruz S.C.

Two Hundred Eighty Thousand one hundred dollars

| AMOUNT RECEIVED | CASH | CHEQ. | N.O. | COLLECTOR'S OFFICE |
|------------------|--------------------------|-------------------------------------|--------------------------|--|
| <u>713187.03</u> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>AK</u> <u>Eighty seven & 03/100</u> |

EXPLANATION
~~Back in line of Bond~~
Unemployment Ins
Inst # 5766

CUSTOMER'S COPY

PROPERTY DEVELOPMENT AGREEMENT

AGREEMENT FOR EXTENSIONS OF ELECTRIC AND WATER DISTRIBUTION
SYSTEMS; IMPROVEMENT OF STREETS; INSTALLATION OF SEWERS,
STORM DRAINS AND OTHER PUBLIC WORKS FACILITIES

THIS AGREEMENT made and entered into this 30th day of March, 19 76,
by and between the City of Santa Clara, a municipal corporation, herein called "City" and
DITZ CRANE, 2295 De La Cruz Boulevard, Santa Clara, California,
a real property owner or developer, herein called "Developer",

WITNESSETH:

WHEREAS, a final map of subdivision, record of survey, or building permit (Site
Clearance) application has now been submitted to the City for approval and acceptance,
covering certain real estate known as and called:

TRACT NO. 5766 (LAUREL PARK EAST); and

WHEREAS, the Developer requires certain utilities and public works facilities in
order to service the property under the minimum standards established by the City; and

WHEREAS, the City, by and through its City Council, has enacted certain Codes,
Ordinances and Resolutions and certain Rules and Regulations have been promulgated
concerning the subject matter of this Agreement; and

WHEREAS, the City has certain responsibilities for maintenance and operation of
such utilities and public service facilities after acceptance by City, and for pro-
viding the necessary connecting system, general plant and appurtenances, and the City
is agreeing to discharge those responsibilities;

NOW, THEREFORE, in consideration of the promises and in order to carry out the
Intent and purpose of said Codes, Ordinances, Resolutions and Regulations, it is agreed
by and between the parties as follows:

SECTION 1

That all codes, ordinances, resolutions, rules and regulations and established
policies of the City and the laws of the State of California concerning the subject mat-
ter and this agreement are hereby referred to and incorporated herein to the same effect
as if they were set out at length herein. Said codes, ordinances and regulations include,
but are not limited to, the following: The Code of the City of Santa Clara (including
but not limited to Chapters 5, 16, 21A and 26 thereof, pertaining to adopting uniform
building code, local improvement procedures, property developments, and subdivision rules
and regulations, respectively); Ordinance No. 1204 (Zoning Ordinance); rules and regula-
tions. That all work is to be accomplished in accordance with City approved specifications

for public works and improvements, including but not limited to Paragraphs P & Q of Section 4 of the General Provisions therefor. Included in the above are all of above referenced Codes, Ordinances, Resolutions, Regulations and Substitutions therefor, as amended to the time of execution of this Agreement.

SECTION 2

The Developer agrees:

- a. To perform each and every provision required by the City to be performed by the Developer in each and every one of said Codes, Ordinances and other Regulations.
- b. To grant to the City without charge, free and clear of encumbrances, any and all easements and rights of way in and to his said property necessary for the City in order that its water, electricity, and/or sewer lines in or to said real property may be extended.
- c. To indemnify and hold the City harmless and free from all damage and liability done to any utility, public facility or other material or installation of the City on said real estate which the Developer or any contractor or subcontractor of the Developer, or any employee thereof, shall do in grading or working upon said real estate.
- d. To construct and improve all public works facilities and other improvements as set out herein, according to the standards heretofore established, and according to the grades, plans and specifications thereof, all as approved by the Director of Public Works/City Engineer; and shall furnish upon execution of this agreement and maintain for the term thereof, two (2) good and sufficient bonds, each of which shall be executed in the face amount of no less than \$ 415,000.00, one of which bonds shall guarantee faithful performance of this agreement and the other said bond shall secure payment to the contractor, his subcontractors and to persons renting equipment or furnishing labor or materials to them for the improvement hereunder, and as provided for in Chapter 5 of the Subdivision Map Act commencing with Section 66499 of the Government Code of the State of California, the Codes, Ordinances, Resolutions and Regulations of the City, and this Agreement.
- e. That upon approval of the final map of the subdivision, the record of survey or the building permit covering the real estate to be improved and before any work is done therein, the Developer shall pay to the City all sums, except costs to be borne by the City, shown in Section 7 hereof to be due under the terms and provisions of this Agreement.
- f. To pay the cost of repairs of damages to any City utility line or facility within or adjacent to the property developed under this Agreement which has become damaged during the construction of the improvements herein until said improvements are accepted by the City.
- g. The repair and correction of any defects or deficiencies due to workmanship or materials which are discovered within one year from date of acceptance by the City shall be the responsibility of the property developer. Cash or an approved surety bond in the amount of Five Thousand (\$5,000) Dollars or Ten (10%) percent of the estimated cost of the improvements, whichever is less, shall be deposited with the City for the purposes of guaranteeing that such repairs and corrections will be made upon notification of such deficiencies being made to the developer.

SECTION 3

That all sums shown herein to be payable by the Developer to the City are due and payable to the City upon the execution of this Agreement.

SECTION 4

That all of the provisions of this Agreement and all work to be done pursuant to the terms of this Agreement are to be completed within one year from and after the date and

year first above written, unless the time is expressly extended in the Special Provisions referred to hereinbelow.

SECTION 5

That the special provisions concerning the particular real estate referred to above, being attached hereto, are hereby incorporated herein and expressly made a part of this agreement.

SECTION 6

The faithful and prompt performance by the Developer of each and every term and condition contained herein is made an express condition precedent to the duty of the City to perform any act in connection with this transaction, and the failure, neglect or refusal of the Developer to so perform, or to pay any moneys due hereunder when due shall release the City from any and all obligations hereunder and the City, at its election, may enforce the performance of any provision herein, or any right accruing to the City or may pursue any remedy whatsoever it may have under the laws of the State of California or the Codes, Ordinances, Resolutions or Regulations of the City, in the event of any such default by Developer.

SECTION 7

That the following are the estimated amounts of costs to be borne by the respective parties hereto, and it is further understood and agreed that said amounts are estimates only and are subject to final determination upon completion of the work:

| FACILITY | DEVELOPMENT COSTS | CITY'S COSTS |
|---|-------------------|--------------|
| a. Easements & Rights of Way "On Site" See City Code Sec. 21A-10, Table 11(a) | \$ 100% | \$ -0- |
| <u>SEE SPECIAL PROVISION NO. 1</u> | | |
| b. Easements & Rights of Way "Off Site" See City Code Sec. 21A-11, Table 11(b) | \$ -0- | \$ -0- |
| <u>NONE REQUIRED</u> | | |
| c. Street Paving See City Code Sec. 21A-12, Table 11(c) | \$ 100% | \$ -0- |
| <u>SEE SPECIAL PROVISIONS NO. 1 & 2</u> | | |
| d. Street Curbing See City Code Sec. 21A-12, Table 11(d) | \$ 100% | \$ -0- |
| <u>SEE SPECIAL PROVISIONS NO. 1 & 2</u> | | |
| e. Sidewalks See City Code Sec. 21A-12, Table 11(e) | \$ 100% | \$ -0- |
| <u>SEE SPECIAL PROVISION NO. 2</u> | | |

| <u>FACILITY</u> | <u>DEVELOPMENT COSTS</u> | <u>CITY'S COSTS</u> |
|--|--------------------------|--|
| f. Street Name Signs See City Code Sec. 21A-12, Table 11(f) <u>SEE SPECIAL PROVISIONS NO. 1 & 2</u> | \$ <u>100%</u> | \$ <u>-0-</u> |
| g. Street Tree Planting See City Code Sec. 21A-12, Table 11(g) <u>SEE SPECIAL PROVISION NO. 3</u> | \$ <u>2,250.00</u> | \$ <u>Labor & Materials</u> |
| h. Street Lighting See City Code Sec. 21A-20, Table 11(h) <u>SEE SPECIAL PROVISION NO. 4</u> | \$ <u>7,137.55</u> | \$ <u>Part Labor & Materials</u> |
| i. Electric Utility Improvements See City Code Sec. 21A-20, Table 11(i) <u>SEE SPECIAL PROVISION NO. 4</u> | \$ <u>26,500.00</u> | \$ <u>Part Labor & Materials</u> |
| j. Water Utility Improvements See City Code Sec. 21A-20, Table 11(j) <u>SEE SPECIAL PROVISION NO. 2</u> | \$ <u>61,592.80</u> | \$ <u>Labor & Materials</u> |
| k. Sanitary Sewer "On Site" See City Code Sec. 21A-21, Table 11(k) <u>SEE SPECIAL PROVISIONS NO. 5 & 6</u> | \$ <u>24,380.00</u> | \$ <u>-0-</u> |
| l. Sanitary Sewer "Outlet Charge" See City Code Sec. 21A-21, Table 11(l) <u>SEE SPECIAL PROVISION NO. 6</u> | \$ <u>40,810.00</u> | \$ <u>34,522.40</u> |
| m. Storm Drains "On Site" See City Code Sec. 21A-21, Table 11(m) <u>SEE SPECIAL PROVISIONS NO. 5 & 6</u> | \$ <u>100%</u> | \$ <u>-0-</u> |
| n. Storm Drains "Outlet Charge" See City Code Sec. 21A-21, Table 11(n) <u>SEE SPECIAL PROVISION NO. 6</u> | \$ <u>35,891.68</u> | \$ <u>26,362.20</u> |
| o. City Engineering & Inspection See City Code Sec. 21A-6 <u>SEE SPECIAL PROVISION NO. 7</u> | \$ <u>14,625.00</u> | <u>Engineering & Inspection Services</u> |
| DUE CITY BY DEVELOPER: | \$ <u>213,187.03</u> | |
| DUE DEVELOPER BY CITY: | | \$ <u>60,884.60</u> |

STATE OF CALIFORNIA)
COUNTY OF SANTA CLARA SS.

On this 25th day of March, 1976, before me,
Katie Cease, a Notary Public in and for the
said County and State, residing therein, duly commissioned and sworn,
personally appeared Edward E. Kaitz, known to me to be the
Vice President, of Ditz-Crane

_____, the
corporation that executed the within and foregoing instrument and known
to me to be the person who executed the within instrument on behalf of
said corporation therein named, and acknowledged to me that such corp-
oration executed the same and acknowledged to me that such corporation
executed the within instrument pursuant to its by-laws or a resolution
of its Board of Directors.

In Witness Whereof, I have hereunto set my hand and affixed my
official seal the day and year in this Certificate first above written.



Katie Cease Katie Cease
Notary Public in and for the County of
Santa Clara, State of California

SECTION 8

City forces are hereby authorized to install the aforesaid electric, water and power utility improvements within the public rights of way and easements provided or to be provided therefore, it being the finding of the City Council that such work can be performed more economically by City employees.

IN WITNESS WHEREOF, said parties have caused these presents to be executed the date and year first above written.

CITY OF SANTA CLARA

By

Mayor

By

City Manager

ATTEST:

City Clerk

FORM APPROVED:

DITZ CRANE

DEVELOPER

By

Edward E. Kaltz, Vice President

By

NOTE: If Developer is a corporation, the complete legal name and corporate seal of the corporation and the corporate titles of the persons signing for the corporation shall appear above.

Written evidence of authority of person or persons executing this document on behalf of corporation, partnership, or joint venture, or any other organization other than a sole proprietorship shall be attached and made a part of this document.

Attach acknowledgment of person or persons executing this document on behalf of the Developer.

CE21a(7/72)

Tract No. 5766

3/16/76
3/24/76

CALCULATIONS

| | | | | |
|---------------|-----------------|---|-------|-----------------------------------|
| FRONTAGE: (1) | 8,851.62 | FF Gross | AREA: | 26.777Ac. Gross |
| | <u>1,517.69</u> | FF Corner Reduction | | <u>6.384</u> Ac. Street Reduction |
| | 7,333.93 | FF Net (On-site) | | 20.393 Ac. Net |
| (2) | 973.85 | FF Along Pruneridge (Existing Improvements) | | |

| <u>ITEM</u> | <u>FEES</u> |
|--|---------------------|
| STREET TREE PLANTING: | |
| 180 Trees @ \$12.50/Tree | 2,250.00 |
| STREET LIGHTING (Underground): | |
| 20.393 Ac. @ \$350.00/Ac. | 7,137.55 |
| ELECTRIC UTILITY SERVICE (Underground): | |
| 106 Lots @ \$250.00/Lot | 26,500.00 |
| WATER UTILITY IMPROVEMENTS: | |
| Existing Water Mains, 973.85 FF @ \$5.50/FF = | \$ 5,356.18 |
| On-site Water Mains, 7,333.93 FF @ \$5.50/FF = | 40,336.62 |
| 1" Water Services, 106 Each @ \$50.00/Each = | 5,300.00 |
| 1" Water Meters, 106 Each @ \$100.00/Each = | 10,600.00 |
| | 61,592.80 |
| SANITARY SEWER "ON SITE": | |
| 106 Bldg. connections @ \$230.00/Conn. | 24,380.00 |
| SANITARY SEWER "OUTLET CHARGE": | |
| 106 Lots @ \$385.00/Lot | 40,810.00 |
| STORM DRAINS "OFF SITE": | |
| 20.393 Ac. @ \$1,760.00/Ac. | 35,891.68 |
| ENGINEERING & INSPECTION: | |
| 4-1/2% of \$325,000.00 | <u>14,625.00</u> |
| TOTAL DUE CITY UPON EXECUTION OF AGREEMENT | \$213,187.03 |
| BONDS (Labor & Materials and Faithful Performance): | |
| Civil work | \$325,000.00 |
| Electrical work | <u>90,000.00</u> |
| TOTAL BONDS | \$415,000.00 |
| DEVELOPER'S CREDITS: | |
| (1) Sanitary Sewer: | |
| Std. Manhole, 18 Each @ \$770.00/Each = | \$13,860.00 |
| 8" VCP, 4,696 L.F. @ \$4.40/L.F. = | 20,662.40 |
| | \$ 34,522.40 |
| (2) Storm Drains: | |
| Std. Manhole 9 Each @ \$770.00/Each = | \$ 6,930.00 |
| Std. Catchbasin 10 Each @ \$530.00/Ea. = | 5,300.00 |
| 12" RCP, 1,749 L.F. @ \$4.80/L.F. = | 8,395.20 |
| 15" RCP, 538 L.F. @ \$6.00/L.F. = | 3,228.00 |
| 27" RCP, 193 L.F. @ \$13.00/L.F. = | 2,509.00 |
| | <u>\$ 26,362.20</u> |
| Approximate amount due Developer after acceptance, (To be revised to reflect actual quantities & costs). | \$ 60,884.60 |

SPECIAL PROVISIONS

SPECIAL PROVISION NO. 1:

1. Developer is required to dedicate to the City of Santa Clara, in conjunction with the recordation of the Tract Map, the following:

- (a) All internal street rights-of-way and the required corner returns.
- (b) Public Utility Easements that are required by the Electric Department to provide underground electric street lighting and service facilities to this Tract.

2. Developer is also required to remove existing private easements which lie within the proposed street rights-of-way, and file soils report in accordance with the Uniform Building Code prior to the recordation of the Tract Map.

3. Developer shall submit for City review and approval, plans for public improvements in accordance with City standard procedures.

All of the above requirements (Items 1 thru 3) shall be satisfied prior to the execution of this agreement and issuance of the grading or building permit.

4. Additional Public Utility Easements that shall be required later to provide this development with utility services shall be dedicated to City at the time of service requests.

5. Any relocation of existing public facilities affected by this development shall be made at Developer's expense, with the exception of existing street name signs which will be relocated at City expense.

6. Fill, cap, and seal any existing wells in accordance with the County Health Department requirements.

7. Work along San Tomas Expressway shall be in accordance with the requirements of the County of Santa Clara and the following:

- (a) Obtain encroachment permit from the County prior to start of any grading or construction work.
- (b) Coordinate landscaping and access denial fencing with the County to ensure proper installation and maintenance.
- (c) Masonry noise abatement walls shall be constructed along the San Tomas Expressway frontage. The County will reimburse the Developer the cost of a County standard chain link fence for the same frontage length. Existing fence materials shall be disposed of in accordance with instructions from the County.

8. Prior to the start of any building construction, Developer shall coordinate with the City Water Department to ensure that fire hydrants are installed and operational within 350 feet of any combustible construction.

9. In accordance with Section 21A-25 of the City Code, Developer shall reimburse the City for the cost of existing street improvements, consisting of, but not limited to, curb & gutter, pavement, and water mains installed by the City along the whole Pruneridge Avenue frontage.

SPECIAL PROVISION NO. 2:

Developer is required to construct to City standards full-width improvements for all streets within this Tract 5766, except that only half-street improvements fronting this development along Buckingham Drive shall be installed. Said construction shall consist of, but is not limited to, pavement, curb, gutter, sidewalk, storm drain, sanitary sewer, street name signs, electric power and street light ducts, and the required conforms. Developer shall be reimbursed for the installation of sanitary sewers and storm drains within the public rights-of-way as stipulated in Special Provision No. 6.

Prior to any grading work, Developer shall secure from the City the required grading permit.

Developer shall construct a masonry noise abatement wall together with landscaping, including an automatic irrigation system along the Pruneridge Avenue frontage, to the satisfaction of the Director of Public Works/City Engineer. The masonry noise abatement wall shall be located adjacent to and on the private ownership side of the property line.

Maintenance of the masonry noise abatement wall shall be the responsibility of the property owner(s) upon whose property the wall is located. This responsibility shall be disclosed to the property owner(s) by inclusion of the following paragraph in the Declaration of Restrictions for Tract No. 5766:

"Noise Abatement Wall. Upon said lots 47, 48 and 50 through 70 inclusive and lot 1 there has been constructed a masonry noise abatement wall in lieu of a fence along the rear property line or side property line of said lot 1. The maintenance of said masonry wall shall be the sole responsibility of each property owner upon whose property said wall is located. Said property owner shall bear all costs and expense for the maintenance, repair and/or replacement of that portion of said wall that is located on such property owners lot."

SPECIAL PROVISION NO. 3:

Street trees shall be furnished and planted by City along the street frontage of this development at approximately fifty (50') feet on centers, requiring 180 trees. Developer shall pay City Twelve Dollars and Fifty Cents (\$12.50) for each tree planted by City. Selection of trees shall be made from the tree list approved by the Street Superintendent, subject to availability at the time of planting. Planting will not commence until occupancy occurs.

SPECIAL PROVISION NO. 4:

Electric power facilities shall be underground, and shall be furnished and installed in accordance with the following:

- a) Developer shall provide to City, and in accordance with City standards and specifications, all trenching, backfill, resurfacing, landscaping, conduit, junction boxes, vaults, equipment pads and subsurface housings required for underground power distribution, and street lighting, as required by City in the development of the frontage and on-site property. Upon acceptance by City, ownership of such facilities shall transfer from Developer to City. Developer shall install, at his cost, the service facilities consisting of service wires, cables, conductor, and associated equipment necessary to connect a customer to the electric supply system of the City.

- b) After acceptance of the facilities provided by Developer, City will furnish and install all cable, switches, luminaires, transformers, meters, and other equipment that it deems necessary for the system extension.
- c) City will construct the necessary facilities to deliver electric power to the development site unless special circumstances exist, in which case, they will be provided as outlined in accordance with Sections 21A-8 and 21A-24 of the City Code.
- d) Street lights served from underground electric power facilities shall be furnished and installed by City. Developer shall pay to City, Three Hundred Fifty (\$350.00) Dollars per acre for street lights served by means of an underground system.
- e) All electrical work shall be installed in accordance with the City Electric Department approved plans and specifications.
- f) Developer shall coordinate with the City Electric Department and comply with their requirements.

SPECIAL PROVISION NO. 5:

Developer shall construct all sanitary sewer and storm drain facilities outside the streets right of way at his expense, and shall pay City sanitary sewer connection fees in accordance with Table III of Section 21A-21 of the City Code. State Safety Permit is required, in addition to the above, for excavations five (5) feet and over in depth, and prior to the commencement of excavation.

SPECIAL PROVISION NO. 6:

Developer is required to construct off-site and on-site storm and sanitary sewers adequate to serve the development. City shall reimburse Developer for the portion of the storm and sanitary sewers constructed within the public right-of-way at the unit prices shown on the City standard credit sheet effective at time of execution of this Agreement, with the exception of sanitary laterals installed primarily to serve this development.

Design of Public storm drain system must provide for 10 year storm protection and shall prevent inundation of the proposed development. Design of the system shall be coordinated with the City Engineering Department to assure agreement with the master drainage system of the area. It shall be the Developer's responsibility, through his engineer, to certify to City that the design of all storm drainage facilities for the development provides protection against flood water.

SPECIAL PROVISION NO. 7:

Engineering and Inspection fees are computed at the rate of four and one-half (4-1/2%) percent of the total cost of public improvements installed by Developer, excluding cost of electrical work. In addition, Developer shall pay extra payroll costs for all engineering and inspection services requested by Developer or contractor outside the regular City work hours. These costs, if any, shall be paid to City immediately upon receipt of billing from City for same.

Upon completion and prior to acceptance of improvements by City, Developer shall submit to City the following:

- a) As-built drawing (original, mylar, or linen) depicting actual conditions.
- b) Maintenance Bond in the amount of Five Thousand (\$5,000.00) Dollars to guarantee any repair work within one (1) year after acceptance.
- c) Revised construction cost to reflect actual as-built conditions and unit bid prices. Engineering and Inspection fee shall be revised according to as-built information and final construction costs.

DITZ CRANE

By

Edward E. Kaltz, Vice President

Date: March 27, 1976

By

STATE OF CALIFORNIA)
COUNTY OF SANTA CLARA SS.

On this 25th day of March, 1976, before me,
Katie Cease, a Notary Public in and for the
said County and State, residing therein, duly commissioned and sworn,
personally appeared Edward E. Kaltz, known to me to be the
Vice President, of Ditz-Crane

_____, the
corporation that executed the within and foregoing instrument and known
to me to be the person who executed the within instrument on behalf of
said corporation therein named, and acknowledged to me that such corp-
oration executed the same and acknowledged to me that such corporation
executed the within instrument pursuant to its by-laws or a resolution
of its Board of Directors.

In Witness Whereof, I have hereunto set my hand and affixed my
official seal the day and year in this Certificate first above written.



Katie Cease Katie Cease
Notary Public in and for the County of
Santa Clara, State of California



Agenda Report

21-1690

Agenda Date: 12/7/2021

REPORT TO COUNCIL

SUBJECT

Action on a Written Petition (Council Policy 030) Submitted by Travis L. Flora Requesting to Place an Agenda Item at a Future Council Meeting to Consider Admonition or Censure of Councilmember Becker for his Retaliation Against a Member of the Public on at Least Two Separate Occasions During the Council and Authorities Concurrent Meeting on November 16, 2021

COUNCIL PILLAR

Enhance Community Engagement and Transparency

BACKGROUND

Council Policy 030 - Adding an Item on the Agenda (Attachment 1) sets forth the procedure for written petitions. Any member of the public may submit a written request raising any issue or item within the subject matter jurisdiction of the Council. Per the policy, the written request will be submitted on the agenda, in the form substantially provided by the requestor, without any staff analysis, including fiscal review, legal review and policy review. If a simple majority of the City Council supports further study of the request, then a full staff analysis shall be prepared within thirty (30) days, unless otherwise directed by the City Council.

DISCUSSION

The City Clerk's Office received a Written Petition on November 19, 2021 requesting to place an agenda item at a future council meeting to consider admonition or censure of Councilmember Becker for his retaliation against a member of the public on at least two separate occasions during the Council and Authorities Concurrent Meeting on November 16, 2021 (Attachment 2).

FISCAL IMPACT

There is no fiscal impact associated with considering the request to be placed on a future agenda except for staff time.

ENVIRONMENTAL REVIEW

The action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378(b)(5) in that it is a administrative activity that will not result in direct or indirect physical changes to the environment.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any report to Council may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <<mailto:clerk@santaclaraca.gov>>.

ALTERNATIVES

1. Set a future Council meeting date to take action on the Written Petition received.
2. Take no action.
3. Any other City Council Action, as determined by the City Council.

RECOMMENDATION

Staff makes no recommendation.

Reviewed by: Nora Pimentel, Assistant City Clerk

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Policy and Procedure 030 - Adding an Item on the Agenda
2. Written Petition dated November 19, 2021 submitted by Travis L. Flora

RESOLUTION NO. 20-8895

**A RESOLUTION OF THE CITY OF SANTA CLARA,
CALIFORNIA TO REPEAL RESOLUTION NO. 20-8809,
AMEND COUNCIL POLICY 030 ENTITLED “ADDING AN ITEM
ON THE AGENDA,” AND APPROVE THE COUNCIL ITEM
REQUEST FORM**

BE IT RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

WHEREAS, amending the policy on adding an item on the agenda to establish a clear, effective and easily understood process for members of the City Council and the public to have items within the jurisdiction of the City Council placed on a meeting agenda;

WHEREAS, the amended version of the Adding an Item on the Agenda policy expands on the current policy language by clearly stating that, when a written request is first considered, discussion should be limited to whether an item should be added to an agenda and a date, not the merit of the item; and,

WHEREAS, the amended Adding an Item on the Agenda policy, attached hereto as Attachment 1, includes a Council Item Request Form for the City Council’s use when requesting an item for inclusion on a Council meeting agenda and adds the procedure for written requests from members of the City Council.

NOW THEREFORE, BE IT FURTHER RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

1. That Resolution No. 20-8809 is hereby rescinded in its entirety.
2. That amended Council Policy 030 entitled “Adding an Item on the Agenda” with the Council Item Request Form, attached hereto as Attachment 1, is hereby approved and adopted, and the City Manager is directed to number (and renumber, as appropriate) the Council Policy Manual such that they are organized in a logical fashion.

//

//

//

3. Effective date. This resolution shall become effective immediately.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE 27TH DAY OF OCTOBER, 2020, BY THE FOLLOWING VOTE:

AYES: COUNCILORS: Chahal, Davis, Hardy, O'Neill, and Watanabe,
and Mayor Gillmor

NOES: COUNCILORS: None

ABSENT: COUNCILORS: None

ABSTAINED: COUNCILORS: None

ATTEST:



NORA PIMENTEL, MMC
ASSISTANT CITY CLERK
CITY OF SANTA CLARA

Attachments incorporated by reference:

1. Council Policy 030 entitled "Adding an Item on the Agenda"



ADDING AN ITEM ON THE AGENDA

PURPOSE

To establish a clear, effective, and easily understood process for members of the City Council and the public to have items, within the jurisdiction of the City Council, placed on the City Council agenda for consideration.

POLICY

Members of the City Council:

The Mayor or any individual Councilmember may submit a written request by using the Council Item Request Form to the City Manager's Office for inclusion of an item on a City Council agenda, provided the request is received two (2) days prior to the public release of the agenda packet. At the meeting where the request is heard, discussion should be limited to whether the item should be added to an agenda and a date, not the merit of the item.

Referral from a Council Committee:

Council Committees may submit a written request to the City Manager's Office for inclusion of an item on a City Council agenda, provided the request is received two (2) days prior to the public release of the agenda packet.

Council Committees may bring forward a recommendation to the full City Council by way of the Committee minutes, which are typically prepared within three weeks following the Committee meeting.

Items Referred During a Council Meeting:

By Council action, an item may be referred to the City Manager for inclusion on a City Council agenda. If the request requires further study of the item from staff, a full analysis shall be prepared at the direction of the City Manager with at least thirty (30) calendar days prior to the meeting, unless otherwise directed by the City Council. If the request requires more than thirty (30) calendar days to prepare, status updates will be provided to the City Council every sixty (60) days as an informational memo.



ADDING AN ITEM ON THE AGENDA

Written Petitions and Public Presentations:

Any member of the public may submit a written request raising any issue or item within the subject matter jurisdiction of the City Council to be heard under the **“Written Petition”** section of the City Council’s regular agenda within two (2) Council meetings after received. After the initial Written Petition is placed on the agenda, a majority vote of the City Council may add the item to a future Council meeting for action. Any member of the public may address the City Council under the **“Public Presentations”** section of the agenda. If the presentation includes a request of the Council, a majority vote of the City Council may refer the item to the City Manager to be properly added to a future meeting, in compliance with the Brown Act.

PROCEDURE FOR WRITTEN PETITIONS

1. All requests to address the City Council shall be submitted in writing. Written Petition forms are available for the petitioner’s convenience on the City’s website and in the City Manager’s Office, City Clerk’s Office, and the Mayor and Council Offices. Alternatively, an email may be submitted to clerk@santaclaraca.gov.
2. Once the Written Petition is received by the City Clerk’s Office, it should immediately be forwarded to the City Manager for placement on an agenda within two (2) Council meetings after receipt of the original request from the City Clerk’s Office. All written material (request and any support material) will be submitted on the agenda in the form substantially provided by the requester without any staff analysis, including fiscal review, legal review and policy review, until the City Council has had the opportunity to provide direction to the City Manager.
3. At the meeting where the item is first considered, if a majority of the City Council supports further study of the item, then a full staff analysis shall be prepared within thirty (30) days, unless otherwise directed by the City Council. Discussion should be limited to whether an item should be added to an agenda and a date, not the merit of the item.



ADDING AN ITEM ON THE AGENDA

***PROCEDURE
FOR WRITTEN
REQUESTS
FROM CITY
COUNCIL***

1. Members of the City Council shall use the Council Item Request Form to submit a written request for inclusion of an item on a future City Council agenda.
2. Once the Council Item Request Form is received by the City Clerk's Office, it should immediately be forwarded to the City Manager for placement on an agenda within two (2) Council meetings after receipt of the original request from the City Clerk's Office. All written material (Council Item Request Form and any support material) will be submitted on the agenda in the form substantially provided by the requester without any staff analysis, including fiscal review, legal review and policy review, until the City Council has had the opportunity to provide direction to the City Manager.
3. At the meeting where the item is first considered, if a majority of the City Council supports further study of the item, then a full staff analysis shall be prepared within thirty (30) days, unless otherwise directed by the City Council. Discussion should be limited to whether an item should be added to an agenda and a date, not the merit of the item.

Attachments: Council Item Request Form



The Council Item Request Form is for members of the City Council to submit written requests to the City Manager's Office for inclusion of an item on a future City Council meeting agenda. At the meeting where the initial written request is heard, discussion should be limited to whether the item should be added to an agenda and a date, not the merit of the item. A majority vote of the City Council is required for the item to be added to future Council meeting agenda for action.

CONTACT INFORMATION

Requesting Member of City Council _____

Contact E-mail _____

Contact Phone _____

Today's Date _____

WRITTEN REQUEST

I, _____, hereby request that the following item be placed on the City of Santa Clara Council and Authorities Concurrent meeting agenda:



**City of
Santa Clara**
The Center of What's Possible

CITY COUNCIL WRITTEN PETITION

Please provide the information requested below. When complete, please submit to the City Clerk's Office, 1500 Warburton Avenue, Santa Clara, CA 95050.

Date: 11/19/2021

I, Travis L. Flora, am hereby requesting to be placed on the Santa Clara City Council Agenda for the following purpose:

See Attached

I understand that it is important that I attend the meeting in the event there are any questions the Council wishes to ask me.

Signed:

NAME: _____

ADDRESS: _____
Street

City _____ Zip Code _____

TELEPHONE:* _____
Optional

DATE: _____

*NOTE: This is a public document. If your telephone number is unlisted or if you do not want it to be public, please provide an alternate number where you can be reached.

Jose Armas

From: Travis Flora <tflora@icloud.com>
Sent: Friday, November 19, 2021 8:10 PM
To: Clerk
Subject: Written Petition re: Violation of Santa Clara's Code of Ethics & Values

Pursuant to Council Policy 030, I hereby request that the following written petition be placed on the next City Council agenda:

During the Council and Authorities Concurrent Meeting on November 16, 2021, Councilmember Becker injured the good name of the City and undermined the effectiveness of the City Council as a whole on at least two separate occasions by openly retaliating against a member of the public following completion of two separate public comments which were presented during the appropriate public comment periods for the agendized items.

All members of the public should be treated with respect during and following completion of their public comments when presented during the appropriate public comment periods for agendized items.

Councilmember Becker violated Santa Clara's Code of Ethics & Values. Councilmember Becker's actions discourage other members of the public from participating and providing public comments during Council meetings. Public comments should be encouraged and welcomed by all Councilmembers and should not be followed by retaliation from Councilmembers.

As a reminder, here are the Goals of the Code of Ethics & Values:

- To make Santa Clara a better community, built on mutual respect and trust
- To promote and maintain the highest standards of personal and professional conduct among all involved in City government elected officials, City staff, volunteers, and members of the City's boards, commissions and committees

Councilmember Becker's behavior failed to achieve these shared goals and injured the good name of the City and undermined the effectiveness of the City Council as a whole.

Councilmember Becker's unacceptable behavior deserves consideration of admonition or censure pursuant to Council Policy 047.

I hereby request that the City Council place an item on a future agenda to consider admonition or censure of Councilmember Becker for his retaliation against a member of the public on at least two separate occasions during the Council and Authorities Concurrent Meeting on November 16, 2021. And further, that all City Councilmembers renew their commitment to adhere to Santa Clara's Code of Ethics & Values, and to encourage and welcome greater public participation.

Thank you.

Sincerely,
Travis L. Flora
District 5 Resident



Agenda Report

21-1694

Agenda Date: 12/7/2021

REPORT TO COUNCIL

SUBJECT

Action on a Council Written Request (Council Policy 030) Submitted by Councilmember Jain Requesting to Place an Agenda Item at a Future Council Meeting to Consider a Neighborhood Stadium Relations Committee

COUNCIL PILLAR

Enhance Community Engagement and Transparency

BACKGROUND

Council Policy 030 - Adding an Item on the Agenda (Attachment 1) sets forth the procedure for written petitions. Any member of the public or Council may submit a written request raising any issue or item within the subject matter jurisdiction of the Council. Per the policy, the written request will be submitted on the agenda, in the form substantially provided by the requestor, without any staff analysis, including fiscal review, legal review and policy review. If a simple majority of the City Council supports further study of the request, then a full staff analysis shall be prepared within thirty (30) days, unless otherwise directed by the City Council.

DISCUSSION

The City Clerk's Office received a Council Written Request on November 24, 2021 requesting to place an agenda item at a future council meeting to consider a Neighborhood Stadium Relations Committee (Attachment 2).

As already mentioned on several occasions, staff capacity is much less than the existing workload and has grown over the past year even with approximately 26% less capacity citywide. While making no judgement on the merits of such request by Councilmember Jain, it is time for the Council to consider all of the legislative bodies that the City currently supports and recently added legislative bodies without additional staff resources. Capacity is finite and each additional legislative body requires significant workload. Accordingly, Attachment 3 provides a list of the City's 32 current Board, Commissions, Committees, Taskforces and Ad-Hoc bodies, many have been created over the past few years which include, but are not limited to:

1. Downtown Taskforce
2. Independent Exchange Commission
3. Diversity, Equity, and Inclusion Task force
4. Independent Redistricting Commission
5. Housing Commission
6. Ad-Hoc Homeless Taskforce
7. Ad-Hoc CVRA Apology Letter Committee

Given the reduced resources, as items are added to the workload, staff will need to address them as capacity becomes available, unless other Council-directed work priorities are removed or delayed. It is important to note that while resources were reduced, no City services, Council initiatives and/or workload was reduced/removed which further compounds the challenge of staff absorbing more directives.

FISCAL IMPACT

There is no fiscal impact associated with considering the request to be placed on a future agenda except for staff time.

ENVIRONMENTAL REVIEW

The action being considered does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines section 15378(b)(5) in that it is a administrative activity that will not result in direct or indirect physical changes to the environment.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall Council Chambers. A complete agenda packet is available on the City's website and in the City Clerk's Office at least 72 hours prior to a Regular Meeting and 24 hours prior to a Special Meeting. A hard copy of any report to Council may be requested by contacting the City Clerk's Office at (408) 615-2220, email clerk@santaclaraca.gov <<mailto:clerk@santaclaraca.gov>>.

ALTERNATIVES

1. Set a future Council meeting date to take action on the Written Petition received.
2. Take no action.
3. Any other City Council Action, as determined by the City Council.

RECOMMENDATION

Staff makes no recommendation.

Reviewed by: Nora Pimentel, Assistant City Clerk

Approved by: Deanna J. Santana, City Manager

ATTACHMENTS

1. Policy and Procedure 030 - Adding an Item on the Agenda
2. Council Written Request dated November 24, 2021 submitted by Councilmember Jain
3. List of Board, Commissions and Committees

RESOLUTION NO. 20-8895

**A RESOLUTION OF THE CITY OF SANTA CLARA,
CALIFORNIA TO REPEAL RESOLUTION NO. 20-8809,
AMEND COUNCIL POLICY 030 ENTITLED “ADDING AN ITEM
ON THE AGENDA,” AND APPROVE THE COUNCIL ITEM
REQUEST FORM**

BE IT RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

WHEREAS, amending the policy on adding an item on the agenda to establish a clear, effective and easily understood process for members of the City Council and the public to have items within the jurisdiction of the City Council placed on a meeting agenda;

WHEREAS, the amended version of the Adding an Item on the Agenda policy expands on the current policy language by clearly stating that, when a written request is first considered, discussion should be limited to whether an item should be added to an agenda and a date, not the merit of the item; and,

WHEREAS, the amended Adding an Item on the Agenda policy, attached hereto as Attachment 1, includes a Council Item Request Form for the City Council’s use when requesting an item for inclusion on a Council meeting agenda and adds the procedure for written requests from members of the City Council.

NOW THEREFORE, BE IT FURTHER RESOLVED BY THE CITY OF SANTA CLARA AS FOLLOWS:

1. That Resolution No. 20-8809 is hereby rescinded in its entirety.
2. That amended Council Policy 030 entitled “Adding an Item on the Agenda” with the Council Item Request Form, attached hereto as Attachment 1, is hereby approved and adopted, and the City Manager is directed to number (and renumber, as appropriate) the Council Policy Manual such that they are organized in a logical fashion.

//

//

//

3. Effective date. This resolution shall become effective immediately.

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A RESOLUTION PASSED AND ADOPTED BY THE CITY OF SANTA CLARA, CALIFORNIA, AT A REGULAR MEETING THEREOF HELD ON THE 27TH DAY OF OCTOBER, 2020, BY THE FOLLOWING VOTE:

AYES: COUNCILORS: Chahal, Davis, Hardy, O'Neill, and Watanabe,
and Mayor Gillmor

NOES: COUNCILORS: None

ABSENT: COUNCILORS: None

ABSTAINED: COUNCILORS: None

ATTEST:



NORA PIMENTEL, MMC
ASSISTANT CITY CLERK
CITY OF SANTA CLARA

Attachments incorporated by reference:

1. Council Policy 030 entitled "Adding an Item on the Agenda"



ADDING AN ITEM ON THE AGENDA

PURPOSE

To establish a clear, effective, and easily understood process for members of the City Council and the public to have items, within the jurisdiction of the City Council, placed on the City Council agenda for consideration.

POLICY

Members of the City Council:

The Mayor or any individual Councilmember may submit a written request by using the Council Item Request Form to the City Manager's Office for inclusion of an item on a City Council agenda, provided the request is received two (2) days prior to the public release of the agenda packet. At the meeting where the request is heard, discussion should be limited to whether the item should be added to an agenda and a date, not the merit of the item.

Referral from a Council Committee:

Council Committees may submit a written request to the City Manager's Office for inclusion of an item on a City Council agenda, provided the request is received two (2) days prior to the public release of the agenda packet.

Council Committees may bring forward a recommendation to the full City Council by way of the Committee minutes, which are typically prepared within three weeks following the Committee meeting.

Items Referred During a Council Meeting:

By Council action, an item may be referred to the City Manager for inclusion on a City Council agenda. If the request requires further study of the item from staff, a full analysis shall be prepared at the direction of the City Manager with at least thirty (30) calendar days prior to the meeting, unless otherwise directed by the City Council. If the request requires more than thirty (30) calendar days to prepare, status updates will be provided to the City Council every sixty (60) days as an informational memo.



ADDING AN ITEM ON THE AGENDA

Written Petitions and Public Presentations:

Any member of the public may submit a written request raising any issue or item within the subject matter jurisdiction of the City Council to be heard under the **“Written Petition”** section of the City Council’s regular agenda within two (2) Council meetings after received. After the initial Written Petition is placed on the agenda, a majority vote of the City Council may add the item to a future Council meeting for action. Any member of the public may address the City Council under the **“Public Presentations”** section of the agenda. If the presentation includes a request of the Council, a majority vote of the City Council may refer the item to the City Manager to be properly added to a future meeting, in compliance with the Brown Act.

PROCEDURE FOR WRITTEN PETITIONS

1. All requests to address the City Council shall be submitted in writing. Written Petition forms are available for the petitioner’s convenience on the City’s website and in the City Manager’s Office, City Clerk’s Office, and the Mayor and Council Offices. Alternatively, an email may be submitted to clerk@santaclaraca.gov.
2. Once the Written Petition is received by the City Clerk’s Office, it should immediately be forwarded to the City Manager for placement on an agenda within two (2) Council meetings after receipt of the original request from the City Clerk’s Office. All written material (request and any support material) will be submitted on the agenda in the form substantially provided by the requester without any staff analysis, including fiscal review, legal review and policy review, until the City Council has had the opportunity to provide direction to the City Manager.
3. At the meeting where the item is first considered, if a majority of the City Council supports further study of the item, then a full staff analysis shall be prepared within thirty (30) days, unless otherwise directed by the City Council. Discussion should be limited to whether an item should be added to an agenda and a date, not the merit of the item.



ADDING AN ITEM ON THE AGENDA

***PROCEDURE
FOR WRITTEN
REQUESTS
FROM CITY
COUNCIL***

1. Members of the City Council shall use the Council Item Request Form to submit a written request for inclusion of an item on a future City Council agenda.
2. Once the Council Item Request Form is received by the City Clerk's Office, it should immediately be forwarded to the City Manager for placement on an agenda within two (2) Council meetings after receipt of the original request from the City Clerk's Office. All written material (Council Item Request Form and any support material) will be submitted on the agenda in the form substantially provided by the requester without any staff analysis, including fiscal review, legal review and policy review, until the City Council has had the opportunity to provide direction to the City Manager.
3. At the meeting where the item is first considered, if a majority of the City Council supports further study of the item, then a full staff analysis shall be prepared within thirty (30) days, unless otherwise directed by the City Council. Discussion should be limited to whether an item should be added to an agenda and a date, not the merit of the item.

Attachments: Council Item Request Form



The Council Item Request Form is for members of the City Council to submit written requests to the City Manager's Office for inclusion of an item on a future City Council meeting agenda. At the meeting where the initial written request is heard, discussion should be limited to whether the item should be added to an agenda and a date, not the merit of the item. A majority vote of the City Council is required for the item to be added to future Council meeting agenda for action.

CONTACT INFORMATION

Requesting Member of City Council _____

Contact E-mail _____

Contact Phone _____

Today's Date _____

WRITTEN REQUEST

I, _____, hereby request that the following item be placed on the City of Santa Clara Council and Authorities Concurrent meeting agenda:

COUNCIL ITEM REQUEST FORM



**City of
Santa Clara**
The Center of What's Possible

The Council Item Request Form is for members of the City Council to submit written requests to the City Manager's Office for inclusion of an item on a future City Council meeting agenda. At the meeting where the initial written request is heard, discussion should be limited to whether the item should be added to an agenda and a date, not the merit of the item. A majority vote of the City Council is required for the item to be added to future Council meeting agenda for action.

CONTACT INFORMATION

Requesting Member of City Council : Suds Jain

Contact E-mail _sjain@santaclaraca.gov _

Contact Phone _ 408-499-2955 _

Today's Date_11/24/2021

WRITTEN REQUEST

I, Suds Jain, hereby request that the following item be placed on the City of Santa Clara Council and Authorities Concurrent meeting agenda:

NURC (Neighborhood University Relations Committee) is a committee of 3 Councilmembers which convenes approximately quarterly to resolve issues between neighbors and Santa Clara University. Issues discussed are often noise, litter and parking.

Noise, litter and parking along with traffic are the major concerns of neighbors of Levi's Stadium. It seems to me that we need a NSRC (Neighborhood Stadium Relations Committee) which would bring people together regularly to resolve issues related to Stadium Operations.

Such a committee was suggested in the Public Dialogue Consortium report included in the Council Packet for Nov 16th, 2021.

"Most residents approve of the City's communications efforts. But near neighbors in particular feel the Stadium has broken promises. There is a lack of trust which must be repaired .

. To rebuild this trust, Manco should take the steps necessary to improve transparency and communications

. A Community Advisory Committee structure to liaison with Manco was of interest to stakeholders and near-neighbors"

Reference: Council Policy 030 - Adding an Item on the Agenda

Resolution No. 20-8895

List of Board, Commissions, and Committees

ADA Committee
Audit Committee
Bicycle and Pedestrian Advisory Committee
Board of Library Trustees
Charter Review Committee – *As Needed*
City/Mission College Liaison Committee
City/School Liaison Committee
Civil Service Commission
Cultural Commission
Deferred Compensation Committee
Development Review Hearing
Downtown Community Task Force
Economic Development, Communications, and Marketing Committee
Governance and Ethics Committee
Historical and Landmarks Commission
Housing Commission – *Ordinance Introduced November 16, 2021*
Independent Redistricting Commission – *As needed*
International Exchange Commission – Start date TBD
Marketing Committee
Neighborhood-University Relations Committee
Oversight Board Committee
Parks and Recreation Commission
Planning Commission
Salary Setting Commission
Senior Advisory Commission
Task Force on Diversity, Equity, and Inclusion
Youth Commission

AD-Hoc Committees

Ad-Hoc Committee on 2021 City Council Committee Assignment – *As Needed*
Ad-Hoc Facilities Naming and Honorary Recognition Committee – *As Needed*
Ad-Hoc Stadium Audit Committee
Ad-Hoc Committee – CVRA Apology Letter
Ad-Hoc Homeless Task Force



City of Santa Clara

1500 Warburton Avenue
Santa Clara, CA 95050
santaclaraca.gov
@SantaClaraCity

Agenda Report

21-1505

Agenda Date: 12/7/2021

REPORT TO COUNCIL

SUBJECT

Update on City Council and Stadium Authority Staff Referrals

COUNCIL PILLAR

Enhance Community Engagement and Transparency

BACKGROUND AND DISCUSSION

During Council and Stadium Authority meetings, the City Council or Stadium Authority Board provide direction on policy issues or refer information requests to staff for follow-up.

The purpose of the City Council and Stadium Authority Referrals Update is to provide the City Council/Stadium Authority Board and the public a current status report. Completion of the referrals may be communicated by various means such as: Report to Council, Information Memorandum provided through a Council Agenda, City Manager Biweekly Report/Blog, or a City Manager/Executive report out during a future Council meeting.

The Referrals list will be published in the Council agenda packet under the "City Manager/Executive Director Report" section of the Council Agenda. Reports will include both open and closed referrals.

ATTACHMENTS

1. City Council and Stadium Authority Staff Referrals



**CITY COUNCIL AND STADIUM AUTHORITY STAFF REFERRALS
FOR FOLLOW-UP/ACTION**
Updated 11/30/21



| | Date Assigned | Source | Referral Description | Assigned Department | Projected Completion | Completed |
|-----|---------------|-----------------|---|---------------------------|--|-----------|
| 1. | 11/16/21 | Council Meeting | Refer a <u>Potential Quiet Zone Policy</u> to the 2022 Goal Setting Session on February 8 and direct staff to research any funding sources available before the meeting | DPW | 2022 Council Priority Setting Session | |
| 2. | 11/16/21 | Council Meeting | Refer the <u>Vision Zero Policy</u> to the Goal Setting Session in February 2022 and return to Council with a funding source in the amount of \$315K prior to the priority setting session (potential funding source to be identified prior to Priority Setting) | DPW/Finance | 2022 Council Priority Setting Session | |
| 3. | 11/16/21 | Council Meeting | Consider Resolution to support the bid to FIFA for the 2026 World Cup and related events. | CMO/CAO | TBD | |
| 4. | 11/9/21 | Council Meeting | Project Homekey: Look for alternate site in Santa Clara better suited for this use; issue Request for Proposal (RFP) for basic hygiene resources for unhoused population, including bathrooms, showers, and laundry services. Please see related referral from 8/24/21 | CDD | RFP for basic hygiene services to be issued in December; alternate site 2022 TBD | |
| 5. | 10/26/21 | Council Meeting | Item 4: Presentation on Business Tax Ballot Measure and Other Potential Revenue Measures for November 2022 Ballot: Explore a business tax that strikes a balance with the value of a business-friendly city (key priority) and progressive tax with input and advice of a consultant. | CMO/Finance | 2022 Priority Setting Session | |
| 6. | 10/19/21 | Council Meeting | Direct staff to place a future agenda item to adopt a resolution urging Santa Clara County to reject use permit to preserve Juristac as open space. | CDD | 12/14/21 | |
| 7. | 10/19/21 | Council Meeting | Written Petition (CP 030) regarding 1601 Civic Center Drive to be added to a future meeting agenda. | CDD/CMO | Early 2022 | |
| 8. | 10/19/21 | Council Meeting | Discussion of New City Hall into New Santa Clara Downtown Plan at the 2022 Priority Setting Session | CDD | 2022 Priority Setting Session | |
| 9. | 10/19/21 | Council Meeting | Discussion of Proposal of a New City Film Commission at the 2022 Priority Setting Session | CMO | 2022 Priority Setting Session | |
| 10. | 10/19/21 | Council Meeting | Discussion of Construction of Lawn Bowl Facility for consideration at the 2022 Priority Setting Session | Parks & Rec/CMO | 2022 Priority Setting Session | |
| 11. | 10/19/21 | Council Meeting | Discussion of Future Ballot Measure Discussion in 2022 for Infrastructure Bond or Tax to 2022 Priority Setting Session | CDD/City Attorney/Finance | 2022 Priority Setting Session | |
| 12. | 10/19/21 | Council Meeting | Discussion of Rainbow Crosswalk Painting to 2022 Priority Setting Session (unless | DPW/CMO | 2022 Priority | |



**CITY COUNCIL AND STADIUM AUTHORITY STAFF REFERRALS
FOR FOLLOW-UP/ACTION**
Updated 11/30/21



| | Date Assigned | Source | Referral Description | Assigned Department | Projected Completion | Completed |
|-----|---------------|---------------------------------|--|---|-------------------------------|-----------|
| | | | actions occur prior) | | Setting Session | |
| 13. | 9/28/21 | Council Meeting | Approve staff recommendation for Item 6. Public Hearing: 2020-2021 Consolidated Annual Performance and Evaluation Report (CAPER) with changes to increase grant funding to \$30,000 for 7 agencies and fund the remaining 4 from the City's General Fund. | Community Development/ Housing | May 2022 | |
| 14. | 9/28/21 | Council Meeting | Refer the following Written Petition submitted by Councilmember Jain to the City Attorney's Office for review, prior to being heard by the Governance Committee: 10 B. Request to Place an Agenda Item at a Future Meeting to Consider Hiring an Ethics Consultant for Upcoming Elections Requested that the City Attorney's Office provide an update to Council on findings. | City Attorney | 2022 | |
| 15. | 9/7/21 | Council Meeting | Agendize Written Petition submitted by David Donaldson to a future Council Agenda to Consider Placing a Ballot Measure on the 2022 Ballot for Charter Amendments calling for the voters to consider Campaign Reform actions relative to donations from Santa Clara businesses and residents, City matching funds for donations, funding caps, and disclosures of funding raising activities. The component regarding Mayor and Council salaries will be removed. Directed staff to return with a comparison of what other cities do. | City Clerk/City Attorney | 2022 Priority Setting Session | |
| 16. | 9/7/21 | Council Meeting | Shorten term of amendment to the agreement for the performance of services with Wilson, Ihrig & Associates for Noise Monitoring Services at Levi's Stadium from 18 months to 6 months and directed staff to return with a proposal for owning versus leasing equipment and the cost benefit for monitoring the noise data and quality of reporting. | CDD | March 2022 | |
| 17. | 8/24/21 | Council Meeting (Study Session) | Directed staff to: <ul style="list-style-type: none">Engage with HomeBase to design City Plan Framework and start prep for workgroup discussionsFast-track Task Force/Housing Commission development and implementation – added to 12/7/21 agenda for Council approvalFast-track HomeKey progress where possible, especially in entitlements processing Explore short-term basic services, including bathrooms, showers, laundry, cell phone charging and others - please see Council referral from November 9, 2021 | CDD/City Clerk/ City Attorney/ Police | 2022 | |
| 18. | 8/17/21 | Council Meeting (Priority | Direct staff to explore a consultant for a TDM Study (scope, cost, ongoing cost) and | CDD | 12/14/21 | |



**CITY COUNCIL AND STADIUM AUTHORITY STAFF REFERRALS
FOR FOLLOW-UP/ACTION**
Updated 11/30/21



| | Date Assigned | Source | Referral Description | Assigned Department | Projected Completion | Completed |
|-----|---------------|---|--|--------------------------------|----------------------------------|-----------|
| | | Setting Check-in) | talk to other cities and gather anything that may be able to be shared | | | |
| 19. | 8/17/21 | Council Meeting (Priority Setting Check-in) | Implement pilot meeting management protocol for Council meetings recommended by the Mayor and revisit/assess at 2022 Priority Setting Session in January/February 2022. City Attorney to return to Council with resolution outlining this process. | City Attorney | 2022 Priority Setting Session | |
| 20. | 8/17/21 | Council Meeting (Priority Setting Check-in) | Staff to return at a future Council meeting with draft ordinance to adopt recommended procurement reforms | Finance | Early 2022 | |
| 21. | 8/17/21 | Council Meeting | Continue Item 4: Discussion on Consideration of the Sale of the Loyalton Ranch Property, subject to receiving a memo from City Attorney and to also include information on the Surplus Land Act process. | City Attorney/ SVP | 12/14/21 | |
| 22. | 8/17/21 | Council Meeting (Priority Setting Check-in) | Direct staff to bring back on a future agenda a presentation on Councilmember conflict of interest, including what staff currently does and what the Council is responsible for | City Manager/ City Attorney | TBD | |
| 23. | 8/17/21 | Council Meeting (Priority Setting Check-In) | Directed staff to return to Council at a future date with changes to the eligibility for serving on City Commissions that expands the eligibility requirement from Santa Clara electorate to Santa Clara resident – deferred to December | City Attorney | 12/7/21 | |
| 24. | 6/15/21 | Council Meeting | Request to provide date-based search capability on City website | IT/City Manager | February 2022 | |
| 25. | 5/4/21 | Council Meeting | Parking Maintenance District No. 122 – Engage with property owners to discuss options for increasing their share of the annual O&M costs and potential for dissolving the district | Public Works | February 2022 | |
| 26. | 5/4/21 | Council Meeting | Return to City Council for a discussion of potential actions to achieve more efficient administration of the City's HUD PSA grants | Community Development | TBD | |
| 27. | 2/23/21 | Council Meeting | Return with information in 6 months on a cost analysis on City's undertaking of responsibility of sewer laterals on and options for potential grant program and/or insurance policies | Water & Sewer | 2022 Priority Setting Session | |
| 28. | 1/12/21 | Council Meeting | Defer approval of the 1205 Coleman Gateway neighborhood park design to work with the developer within current project approvals to receive additional community input including the Old Quad on park design | Parks & Rec | Spring 2022 | |
| 29. | 1/12/21 | Council Meeting | Provide a Study Session on pros/cons lifecycle cost/benefits of artificial surfacing including turf (staff will return to Council with an Information Memo) | Parks & Rec | Summer 2022 | |
| 30. | 10/13/20 | Council Meeting | Community Benefits Policy – Return to the Governance Committee with potential models of a Community Benefits Policy with feedback from various Community | Community Development | March 2021 | |



**CITY COUNCIL AND STADIUM AUTHORITY STAFF REFERRALS
FOR FOLLOW-UP/ACTION**
Updated 11/30/21



| | Date Assigned | Source | Referral Description | Assigned Department | Projected Completion | Completed |
|-----|---------------|-----------------|--|-------------------------------|----------------------|-----------|
| | | | groups (i.e., CatalyzeSV) and best practices from other Cities | | | |
| 31. | 9/24/19 | Council Meeting | Staff to review the Ordinance and enforcement of illegal street food vendors. At the 9/25/20 Council meeting, Council asked staff to review enforcement of vendors outside of Levi's Stadium | Police | Summer 2022 | |
| 32. | 4/30/19 | Council Meeting | Number of public transit riders for large stadium events | 49ers Stadium Manager | TBD | |
| 33. | 4/30/19 | Council Meeting | Ask Stadium Manager for analysis to support their position that reducing the cost of parking would likely adversely impact public transit ridership, resulting in more cars on the roads | 49ers Stadium Manager | TBD | |
| 34. | 10/2/18 | Council Meeting | Amend sign ordinance to prohibit signs on public property | Parks & Rec/ City Attorney | TBD | |
| 35. | 3/13/18 | Council Meeting | Develop a Stadium Authority Financial Reporting Policy in conjunction with the Stadium Authority Auditor and the external auditor | Finance | Early 2022 | |



**City of
Santa Clara**
The Center of What's Possible

COMPLETED 2021
CITY COUNCIL AND STADIUM AUTHORITY STAFF REFERRALS
FOR FOLLOW-UP/ACTION
Updated 11/30/21



| | Date Assigned | Source | Referral Description | Assigned Department | Projected Completion | Completed | Resolution |
|----|---------------|---|---|--|----------------------|-----------|--|
| 1. | 9/28/21 | Council Meeting Study Session | Include protection of all historical preservation resources as part of the preferred framework plan for the Downtown Precise Plan (DPP). | Community Development | October 2022 | 12/3/21 | Reported in City Manager's Bi-Weekly Report |
| 2. | 9/28/21 | Council Meeting | Refer the following Written Petitions submitted by Councilmember Jain to the Governance Committee for review: 10 C. Request to Place an Agenda Item at a Future Meeting to Discuss the use of Written Petition (Policy 030) by Members of the Public 10 D. Request to Place an Agenda Item at a Future Meeting to Consider a Quarterly Report to Council of Legal Expenses to Outside Law Firms and any Settlement Costs (that can be disclosed) Once Cases are Settled | CMO | 2022 | 11/21 | Added to 2022 Draft Governance & Ethics Committee Workplan |
| 3. | 9/28/21 | Council Meeting | Continue Item 8. Action on the Introduction of an All-Electric Reach Code Ordinance, including Electric Vehicle (EV) Charging, that Amends Chapter 15.36 (Energy Code) and Chapter 15.38 (Green Building Code) of Title 15 (Buildings and Construction) of the Santa Clara Municipal Code, to the Council meeting on October 19. | SVP/Public Works/ Community Development | October 2021 | 11/16/21 | Reported at Council Meeting |
| 4. | 8/17/21 | Council Meeting (Priority Setting Check-in) | Schedule a Transportation Study Session that includes discussion of Vision Zero Policy and "Quiet Zone." Note: on 11/16/21 Council referred this topic to 2022 Priority Setting and directed staff to research and report on any funding sources | Public Works | 11/16/21 | 11/16/21 | Study Session heard at Council Meeting |
| 5. | 10/9/18 | Council Meeting | Dedicate Jerry Marsalli Community Center at grand opening of the facility | Parks & Rec | 11/6/21 | 11/6/21 | Ceremony Held |
| 6. | 9/28/21 | Council Meeting | Continue Item 7. Direction to Staff on Alternatives for Revisions to the El Camino Real Specific Plan; Possible Action on the Consultant Contract with Rami & Associates and budget amendment for Revisions to the El Camino Real Specific Plan to the next Council meeting (October 19) to be heard first under public hearing. | Community Development | October 19 | 10/19/21 | Heard at 10/19/21 Council meeting |
| 7. | 9/28/21 | Council Meeting | Continue Item 8. Action on the Introduction of an All-Electric Reach Code Ordinance, including Electric Vehicle (EV) Charging, that Amends Chapter | SVP/Public Works/ | October 19 | 10/19/21 | Heard at 10/19/21 Council meeting |



**City of
Santa Clara**
The Center of What's Possible

COMPLETED 2021
CITY COUNCIL AND STADIUM AUTHORITY STAFF REFERRALS
FOR FOLLOW-UP/ACTION
Updated 11/30/21



| | Date Assigned | Source | Referral Description | Assigned Department | Projected Completion | Completed | Resolution |
|-----|---------------|---|--|-----------------------|----------------------|-----------|--|
| | | | 15.36 (Energy Code) and Chapter 15.38 (Green Building Code) of Title 15 (Buildings and Construction) of the Santa Clara Municipal Code, to the Council meeting on October 19. | Community Development | | | |
| 8. | 7/13/21 | Council Meeting | Establish a publicly noticed meeting of an ad hoc committee comprised of Councilmembers Becker and Park to draft an apology for having consumed the City's treasury fighting a CVRA lawsuit and return to Council for ratification later. Memo on Expanded Scope to be Reported on December 7th | Mayor and Council | TBD | 10/13/21 | Ad Hoc Committee Meeting Held on 10/13/21 |
| 9. | 10/13/20 | Stadium Authority | Stadium Bills and Claims – Return on a future agenda with an informational report on the on the Stadium Authority's responsibility of unfunded liability | Finance | September 2021 | 9/28/21 | Reported at Council Meeting |
| 10. | 8/24/21 | Council Meeting | Continue item 4K. (Action on Amendment No. 2 to the Agreement with Moore Iacofano Goltsman, Inc. (MIG) for preparation of the Freedom Circle Focus Area Plan, Amendment No. 2 to Reimbursement Agreement with Freedom Circle Venture, LLC, and Related Budget Amendment) for staff to return with additional information on the process to widen the San Tomas Aquino creek trail, an explanation of the scope of the EIR in relation to the Greystar application and the City initiated Focus Area and to address whether the project will be subject to the pending Climate Action Plan and Reach Codes and include a robust TDM plan. | CDD | 9/7/21 | 9/7/21 | Added to 9/7/21 Council meeting for discussion |
| 11. | 8/17/21 | Council Meeting (Priority Setting Check-in) | Provide to Councilmember Hardy any agreements or franchise agreements between the City and AT&T that may regulate internet availability in the City | IT/ City Attorney | | 8/18/21 | Emailed to Council from City Manager on 8/18/21 |
| 12. | 6/8/21 | Council Meeting | Have the City Attorney provide an updated report on the CVRA litigation and return to a future meeting. | City Attorney | | 8/18/21 | Memo to Council emailed to Council from City Attorney on 8/18/21 |
| 13. | 7/6/21 | Council Meeting | Add to August 17, 2021 agenda for discussion the following Written Petitions (Council Policy 030): Written Petition (Council Policy 030) submitted by Gabriela Landaveri Requesting the City of Santa Clara Adopt a "Vision Zero" Policy, and Written Petition Submitted by Councilmember Jain Requesting to Place an Agenda Item at a Future Meeting to have a Policy Discussion on | City Clerk | 8/17/21 | 8/17/21 | Added to 8/17/21 Council meeting for discussion |



**City of
Santa Clara**
The Center of What's Possible

COMPLETED 2021
CITY COUNCIL AND STADIUM AUTHORITY STAFF REFERRALS
FOR FOLLOW-UP/ACTION
Updated 11/30/21



| | Date Assigned | Source | Referral Description | Assigned Department | Projected Completion | Completed | Resolution |
|-----|---------------|-----------------|---|-----------------------|----------------------|-----------|--|
| | | | Data Centers | | | | |
| 14. | 7/13/21 | Council Meeting | Add to August 17, 2021 agenda for discussion the following Written Petitions (Council Policy 030) submitted by Councilmember Jain: Written Petition Requesting to Place an Agenda Item at a Future Meeting to Discuss Creating a Special Ad Hoc Committee Consisting of Residents and Representatives of Housing Advocacy Groups to Discuss only the issues Concerning the Unhoused Population, and Written Petition Requesting to Place an Agenda Item at the August 17, 2021 Goal Setting Meeting to Consider Topics Such as Staffing and Resources, Consultants, Budget, Council Direction on Densities, Car Parking Strategy, Coordination with VTA and San Jose, and Timeline for Implementing a Station Area Plan | City Clerk | 8/17/21 | 8/17/21 | Added to 8/17/21 Council meeting for discussion |
| 15. | 6/10/21 | Council Meeting | Agendize Written Petition (Council Policy 030) submitted by Councilmember Becker requesting a Public Apology to the Residents of Santa Clara for the CVRA Lawsuit at a future date for discussion | City Clerk | 7/13/21 | 7/13/21 | At the 7/13/21 Council meeting, Council directed Ad Hoc Committee |
| 16. | 3/9/21 | Council Meeting | Action on Tasman East Specific Plan – continue item and return with a full presentation on Tasman East Specific Plan | Community Development | 7/6/21 | 7/6/21 | Reported at Council Meeting |
| 17. | 5/24/21 | Council Meeting | Regarding a community member's concern about trees being cut down and not replaced, Council requested that staff return with a report about the timelines of trees being cut down and if/when they will be replaced | Public Works | TBD | 6/7/21 | Reported in City Hall News |
| 18. | 3/10/21 | Council Meeting | Council to submit work schedules to Assistant City Manager Nader; staff to prepare a report regarding options for Council meeting start time | City Manager | 6/7/21 | 6/7/21 | Reported at Governance and Ethics Committee Meeting |
| 19. | 10/29/19 | Council Meeting | Provide options for the \$750,000 commitment from Levy for community enrichment | City Manager | 5/19/21 | 5/19/21 | Reported at Economic Development, Communications and Marketing Committee Meeting |



COMPLETED 2021
CITY COUNCIL AND STADIUM AUTHORITY STAFF REFERRALS
FOR FOLLOW-UP/ACTION
Updated 11/30/21



| | Date Assigned | Source | Referral Description | Assigned Department | Projected Completion | Completed | Resolution |
|-----|---------------|-----------------|--|--------------------------------|----------------------|-----------|--|
| 20. | 4/6/21 | Council Meeting | Regarding the 2021 Annual Street Maintenance and Rehabilitation Project – return with a communication plan on the pavement timelines and status | Public Works | TBD | 5/7/21 | Email sent to Council from City Manager on 5/7/21 |
| 21. | 4/20/21 | Council Meeting | Parking Maintenance District No. 122 – Franklin Square – return with information regarding the Maintenance District and possibly absolving it | Public Works/ City Attorney | 5/4/21 | 5/4/21 | Reported at Council Meeting |
| 22. | 3/10/21 | Council Meeting | Referred to Governance Committee – return to Council with a Council Policy regarding eligibility list for Boards and Commissions | City Manager | 5/4/21 | 5/4/21 | Reported at Council Meeting |
| 23. | 1/26/21 | Council Meeting | Regarding a written petition on Franklin mall Maintenance District Number 22 – staff to agendize this item for a future Council meeting after receiving a response back from the FPPC | Public Works/ City Attorney | TBD | 4/20/21 | Reported at Council Meeting |
| 24. | 1/26/21 | Council Meeting | Annual Investment Policy Statement – continue this item and return to Council with an analysis on investments, including sustainability investments | Finance | 3/23/21 | 3/23/21 | Reported at Council Meeting |
| 25. | 1/12/21 | Council Meeting | Provide quarterly information reports on progress of Task Force on Diversity, Equity and Inclusion | City Manager | 3/23/21 | 3/23/21 | Reported at Council Meeting |
| 26. | 1/26/21 | Council Meeting | Regarding a written petition on Loyalton Ranch Property – staff to agendize this item for a Council meeting in March | SVP | 3/23/21 | 3/16/21 | Reported at Council Meeting |
| 27. | 1/28/20 | Council Meeting | VTA Transit Oriented Communities referred to Council Priority Setting Session on 1/30 and 1/31 to provide information on staff impact. (At the Priority Setting Session, Council requested that staff schedule a study session.) | City Manager/ Public Works | TBD | 3/10/21 | VTA staff may request to present this at a future Council meeting but that time frame is unknown, therefore this item has been removed from the open referral list |
| 28. | 7/9/19 | Council Meeting | Update on age-friendly activities per commission annual Work Plan | Parks & Rec | TBD | 3/10/21 | Staff communicates regarding age-friendly activities on an ongoing basis; therefore, this item has been removed |



COMPLETED 2021
CITY COUNCIL AND STADIUM AUTHORITY STAFF REFERRALS
FOR FOLLOW-UP/ACTION
Updated 11/30/21



| | Date Assigned | Source | Referral Description | Assigned Department | Projected Completion | Completed | Resolution |
|-----|---------------|-----------------|--|--------------------------|----------------------|-----------|--|
| | | | | | | | from the open referral list |
| 29. | 7/9/19 | Council Meeting | Add Lawn Bowl Clubhouse Project to a future agenda and return with information on costs of installation of module. Staff to notify Lawn Bowl Club of Council meeting date so they may update Council on their fundraising efforts. | Parks & Rec | TBD | 3/10/21 | Lawn Bowl Clubhouse is in the Central Park Master Plan; project prioritization will depend on funding and completion of other higher-priority projects; therefore this item has been removed from the open referral list |
| 30. | 7/14/20 | Council Meeting | Garbage Rates – explore long-term rate assistance programs for solid waste | Public Works | 3/9/21 | 3/9/21 | Reported at Council Meeting |
| 31. | 1/26/21 | Council Meeting | Council Committee Assignments – Council established an ad hoc committee comprised of Mayor Gillmor, Councilmember Park and Councilmember Jain to review committee assignments and return to Council with a revised plan (current committee assignments will remain in place until a new appointment list is approved by Council | Council Ad Hoc Committee | TBD | 2/23/21 | Reported at Council Meeting |
| 32. | 10/13/20 | Council Meeting | Noise Monitoring at Levi’s Stadium – Return to Council with a revised scope of work that includes a monthly consultant report with data related to all noise, including airplane noise by Levi’s Stadium. Report should include data on peak noise, how many days we exceed the noise ordinance, etc. and notify Council regarding excessive noise complaints. | Community Development | 2/23/21 | 2/23/21 | Reported at Council Meeting |
| 33. | 1/12/21 | Council Meeting | Staff to provide opinions from Chamber, DMO, TID and others on the need for of the services provided in the agreement and having the infrastructure in place. What would it cost to do it themselves and how would they envision this moving forward if City did not approve the agreement? | City Manager | 2/9/21 | 2/9/21 | Reported at Council Meeting |



**City of
Santa Clara**
The Center of What's Possible

COMPLETED 2021
CITY COUNCIL AND STADIUM AUTHORITY STAFF REFERRALS
FOR FOLLOW-UP/ACTION
Updated 11/30/21



| | Date Assigned | Source | Referral Description | Assigned Department | Projected Completion | Completed | Resolution |
|-----|---------------|-----------------|---|--------------------------------|----------------------|-----------|---|
| 34. | 1/12/21 | Council Meeting | Provide Incremental Milestone Completion Reports from JLL regarding project milestones from previous agreements | City Manager | 2/9/21 | 2/9/21 | Reported at Council Meeting |
| 35. | 1/12/21 | Council Meeting | Provide Council with previously completed TAP audit of Convention Center Visitors Bureau | City Manager | 2/9/21 | 2/9/21 | Reported at Council Meeting |
| 36. | 1/26/21 | Council Meeting | Conflict of Interest Code – continue this item to 2/9/21 to provide Stadium Management Company attorney the opportunity to provide the City/Stadium Authority information on why the Stadium Management Company individuals listed in the staff report should not be included in the Conflict of Interest Code | City Manager/ City Attorney | 2/9/21 | 2/9/21 | Reported at Council Meeting |
| 37. | 1/12/21 | Council Meeting | Staff to return with an Information Memo regarding the legal process of increasing utility rates | SVP | TBD | 2/4/21 | Memo to Council emailed to Council from City Manager on 2/4/21 |
| 38. | 12/16/20 | Council Meeting | Regarding a written petition from Sam Liu concerning a 10' CMU wall with project at 3200 Scott Blvd., staff to return on 1/26/21 with possible options for Council consideration | Community Development | 1/26/21 | 1/26/21 | Reported at Council Meeting |
| 39. | 1/12/21 | Council Meeting | Communicate to the State Historic Preservation Office the City Council's conditional support for the nomination of the Pomeroy Green Townhouses contingent upon completion of the following conditions: signed petition from a majority of Pomeroy Green Co-op members; provision of resolution of support from the Co-op board; completion of an analysis by a qualified historian, preferably local; City Attorney review and comments on the application; notification of all shareholders and owners of neighboring homes within a 200 foot radius including information on the process to object to the nomination | Community Development | TBD | 1/22/21 | Staff sent letter to SHPO on 1/22/21; on 3/29/21 received confirmation the property is now listed on National and CA Historic Registers |
| 40. | 8/25/20 | Council Meeting | Staff to return on 12/15/20 regarding a written petition from Joseph Ducato requesting changes to the sewer ordinance whereby the City reassumes responsibility for maintenance and or/replacement of the sewer laterals located in the public right-of-way. (The Report to Council for this item was scheduled to be presented to Council on 12/15/20, however, due to a very heavy agenda it was moved to 1/12/21.) | Water & Sewer | 1/12/21 | 1/12/21 | Reported at Council Meeting |



City of Santa Clara

1500 Warburton Avenue
Santa Clara, CA 95050
santaclaraca.gov
[@SantaClaraCity](https://twitter.com/SantaClaraCity)

Agenda Report

21-1709

Agenda Date: 12/7/2021

REPORT TO COUNCIL

SUBJECT

Tentative Meeting Agenda Calendar (TMAC)

COUNCIL PILLAR

Enhance Community Engagement and Transparency

BACKGROUND AND DISCUSSION

The purpose of the TMAC is to provide the public advanced notifications of tentative dates of Council Study Sessions, Joint Council/Commission meetings, as well as Council Public Hearing and General Business agenda items. It is important to note that the TMAC is a Tentative Calendar planning tool and reports listed are subject to change due to Public Hearing publication requirements and agenda management.

The TMAC will be published weekly no later than Friday on the City's website.



City of Santa Clara

Tentative Meeting Agenda Calendar

Wednesday, January 5, 2022 Special Council Meeting

Study Session

22-000 BART/Santa Clara Station Update

Tuesday, January 11, 2022 Council and Authorities Concurrent Meeting

Public Hearing/General Business

21-1657 Architectural Review and review of Sustainable Community Exemption for the affordable housing project located at 3941 Stevens Creek Boulevard

Tuesday, January 25, 2021 Joint Council and Authorities Concurrent and Stadium Authority Meeting

Study Session

21-1622 Joint Study Session with the Planning Commission on SB9 and SB10

21-1633 Mission City Memorial Park (Cemetery) Succession Plan Options Study Session

Tuesday, February 8, 2022 Council and Authorities Concurrent Meeting

Public Hearing/General Business

22-1665 2022 Council's Priority Setting Session

22-376 Review of Alternatives to Assist Sanitary Sewer Customers with the Cost of Sewer Lateral Maintenance and Repair, with Cost and Funding Sources Identified

Tuesday, February 22, 2022 Joint Council and Authorities Concurrent and Stadium Authority Meeting

Public Hearing/General Business

- 21-34** Action to Approve Amendments to the Water Supply Agreement (WSA) between the City and County of San Francisco and the Bay Area Water Supply and Conservation Agency (BAWSCA) and its Represented Water Retailers

March 1, 2022 Santa Clara Stadium Authority Meeting

Public Hearing/General Business

Agenda Items Pending – To Be Scheduled

Tuesday, March 8, 2022 Council and Authorities Concurrent Meeting

Public Hearing/General Business

- 22-000** Action on Adoption of Ordinance Amending the District Map

Tuesday, March 15, 2022 Santa Clara Stadium Authority Meeting
(in process of requesting the addition of this meeting)

Tuesday, March 22, 2022 Joint Council and Authorities Concurrent and Stadium Authority Meeting

Public Hearing/General Business

Agenda Items Pending – To Be Scheduled

Tuesday, April 5, 2022 Council and Authorities Concurrent Meeting

Public Hearing/General Business

- 22-000** Action on Adoption of Ordinance Amending the District Map

Tuesday, April 12, 2022 Santa Clara Stadium Authority Meeting

Public Hearing/General Business

Agenda Items Pending – To Be Scheduled

Tuesday, April 19, 2022 Joint Council and Authorities Concurrent and Stadium Authority Meeting

Public Hearing/General Business

Agenda Items Pending – To Be Scheduled

Tuesday, May 10, 2022 Council and Authorities Concurrent Meeting

Public Hearing/General Business

21-208 Action on the Adoption of a Resolution to Modify the Files Management Manual for the City of Santa Clara

N AGENDA ITEMS TO BE SCHEDULED TO A FUTURE DATE

21-1318 Action on Amendment No. 1 to the Agreement for Services with NewGen Strategies and Solutions LLC to Perform a Cost of Service Analysis and Rate Study for Silicon Valley Power