



GARDENA CITY COUNCIL

Regular Meeting Notice and Agenda

Council Chamber at City Hall

1700 West 162nd Street, Gardena, California

Website: www.cityofgardena.org

Tuesday, December 14, 2021

Closed Session 7:00 p.m.

Open Session 7:30 p.m.

TASHA CERDA, *Mayor*

RODNEY G. TANAKA, *Mayor Pro Tem*

PAULETTE C. FRANCIS, *Council Member*

ART KASKANIAN, *Council Member*

MARK E. HENDERSON, *Council Member*

MINA SEMENZA, *City Clerk*

J. INGRID TSUKIYAMA, *City Treasurer*

CLINT OSORIO, *City Manager*

CARMEN VASQUEZ, *City Attorney*

LISA KRANITZ, *Assistant City Attorney*

PETER L. WALLIN, *Deputy City Attorney*

In order to minimize the spread of the COVID 19 virus Governor Newsom has signed AB 361. Please be advised that the Council Chambers are closed to the public and that some, or all, of the Gardena City Council Members may attend this meeting telephonically.

If you would like to participate in this meeting, you can participate via the following options:

1. VIEW THE MEETING live on SPECTRUM CHANNEL 22 or ONLINE at [youtube.com/CityofGardena](https://www.youtube.com/CityofGardena)
2. PARTICIPATE BEFORE THE MEETING by emailing the Deputy City Clerk at publiccomment@cityofgardena.org by 5:00p.m. on the day of the meeting and write "Public Comment" in the subject line.
3. PARTICIPATE DURING THE MEETING VIA ZOOM WEBINAR
 - o Join Zoom Meeting Via the Internet <https://us02web.zoom.us/j/84308452336>
 - o Via Phone Conference Phone number: US: +1 669 900 9128, Meeting ID: 843 0845 2336
Press *9 to Raise your Hand and *6 to unmute when prompted.
 - o If you wish to speak live on a specific agenda item during the meeting you, may use the "Raise your Hand" feature during the item you wish to speak on. For Non-Agenda Items, you would be allowed to speak during Oral Communications, and during a Public Hearing you would be allowed to speak when the Mayor opens the Public Hearing. Members of the public wishing to address the City Council will be given three (3) minutes to speak.
4. The City of Gardena, in complying with the Americans with Disabilities Act (ADA), requests individuals who require special accommodations to access, attend and/or participate in the City meeting due to disability, to please contact the City Clerk's Office by phone (310) 217-9565 or email bromero@cityofgardena.org at least 24 hours prior to the scheduled general meeting to ensure assistance is provided. Assistive listening devices are available.

The City of Gardena thanks you in advance for taking all precautions to prevent spreading the COVID 19 virus.

STANDARDS OF BEHAVIOR THAT PROMOTE CIVILITY AT ALL PUBLIC MEETINGS

- Treat everyone **courteously**;
- Listen to others **respectfully**;
- Exercise **self-control**;
- Give **open-minded** consideration to all viewpoints;
- Focus on the issues and **avoid personalizing debate**; and
- **Embrace respectful disagreement** and dissent as democratic rights, inherent components of an inclusive public process, and tools for forging sound decisions.

Thank you for your attendance and cooperation

1. ROLL CALL

PUBLIC COMMENT ON CLOSED SESSION

The City Council will hear from the public only on the items that have been described on this agenda (GC §54954.3)

2. CLOSED SESSION

2.A CONFERENCE WITH LEGAL COUNSEL- EXISTING
LITIGATION Government Code Section 54956.9(d)(1)
Thomas, Stormy v City of Gardena, et al.
Los Angeles Superior Court Case No. 19STCV12455

2.B CONFERENCE WITH LABOR NEGOTIATORS
Government Code Section 54957.6
Agency Designated Representative: Clint Osorio, City Manager
Employee Organizations:

1. Gardena Police Officers Association (GPOA), Matt Hassoldt, Association President
2. Gardena Management Employees Organization (GMEO), Vicky L. Barker, Attorney
3. Gardena Municipal Employees Association (GMEA), Fred G. Quiel, Attorney
4. Confidential / Unrepresented Employees

2.C CONFERENCE WITH LEGAL COUNSEL- ANTICIPATED LITIGATION
Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9:
(One [1] Matter)

3. PLEDGE OF ALLEGIANCE

4. INVOCATION

Presented by Mayor Pro Tem Rodney G. Tanaka

5. PRESENTATIONS

5.A Legislative Update by Senator Steven Bradford

- 5.B Recognition of the City of Gardena's Transportation Department 2021 American Public Transportation Association Bus Safety Gold Awards - ***To be presented by Ara An of Supervisor Holly J. Mitchell's Office***

6. **PROCLAMATIONS**

7. **APPOINTMENTS**

8. **CONSENT CALENDAR**

NOTICE TO THE PUBLIC- Roll Call Vote Required On The Consent Calendar All matters listed under the Consent Calendar will be enacted by one motion unless a Council Member requests Council discussion, in which case that item will be removed from the Consent Calendar and considered separately following this portion of the agenda.

- 8.A Waiver of Reading in Full of All Ordinances Listed on This Agenda and that they Be Read by Title Only

CONTACT: CITY CLERK

- 8.B Approve Minutes:
Regular Meeting of the City Council, November 16, 2021

CONTACT: CITY CLERK

[11162021 REGULAR Minutes Gardena CC Meeting - FINAL.pdf](#)

- 8.C Approval of Warrants/Payroll Register, November 23, 2021

CONTACT: CITY TREASURER

[Consent Calendar Memo 12-14-21a.pdf](#)

- 8.D Approval of Warrants/Payroll Register, December 14, 2021

CONTACT: CITY TREASURER

[Consent Calendar Memo 12-14-21b.pdf](#)

- 8.E Monthly Portfolio, September 2021

CONTACT: CITY TREASURER

[September 2021 Investment Report.pdf](#)

- 8.F Monthly Portfolio, October 2021

CONTACT: CITY TREASURER

[October 2021 Investment Report.pdf](#)

- 8.G Personnel Report No. P-2021-21

CONTACT: HUMAN RESOURCES

[PERS RPT P-2021-21 12-14-21.doc](#)

- 8.H RESOLUTION NO. 6538, Reaffirming Proclamation and Resolution No. 6441, which declared the Existence of a Local Emergency

CONTACT: CITY MANAGER

[Reso No. 6538.pdf](#)

- 8.I RESOLUTION NO. 6539, Making the legally required findings to Re-Authorize the use of Teleconferencing in accordance with Assembly Bill 361 for meetings of the Gardena City Council and other Commissions, Committees and Boards subject to State open meeting laws.

CONTACT: CITY MANAGER

[RESO NO 6539.pdf](#)

- 8.J RESOLUTION NO. 6540, Adopting a Resolution Authorizing Participation in the Opioid National Settlements arising out of In Re: National Prescription Opiate Litigation, U.S. District Court, Northern District of Ohio, Case No. 1:17-MD-02804.

CONTACT: CITY MANAGER

[Resolution No. 6540.pdf](#)

[Exhibit 1 - Final-Distributor-Settlement Agreement \(Nationwide\).pdf](#)

[Exhibit 2 - Final Janssen-Settlement Agreement \(Nationwide\).pdf](#)

[Exhibit 3 - Distributor Participation Agreement- Gardena.pdf](#)

[Exhibit 4 - Janssen Participation Agreement -Gardena.pdf](#)

- 8.K Approve Amendment 01 to Local Agreement CCTR- 1084 with the California Department of Social Services for additional funding of the Gardena Family Child Care Program.

CONTACT: RECREATION & HUMAN SERVICES

[CCTR-1084-01.pdf](#)

- 8.L Acceptance and Notice of Completion For Western Avenue Street Improvement, JN 955, Hardy and Harper, Inc

CONTACT: PUBLIC WORKS

[NOC Western Ave. Street Improvement JN 955.pdf](#)

9. EXCLUDED CONSENT CALENDAR

10. PLANNING & ENVIRONMENTAL QUALITY COMMISSION ACTION SHEET

10.A DECEMBER 7, 2021 MEETING

The Planning Commission considered an Ordinance adopting changes to Title 17 (Subdivisions) and Title 18 (Zoning) of the Gardena Municipal Code relating to the implementation of Senate Bill 9 allowing the subdivision of single-family residential lots into two and the creation of two residential units per lot as mandated by State law. The adoption of this Ordinance is not a project under CEQA pursuant to California Senate Bill 9. The Commission's consideration involved making a recommendation to the City Council.

APPLICANT: City

LOCATION: Citywide

Commission Action: The Planning Commission voted 3-2 -0, approving Resolution No. PC 14-21, recommending that the City Council adopt Urgency Ordinance No. 1838 and Ordinance No. 1839.

City Council: No action needed. This item is scheduled for the January 11, 2022, meeting.

[For the Complete Planning Commission Packet CLICK HERE.](#)

[PEQC Action Sheet 12.07.2021.pdf](#)

ORAL COMMUNICATIONS (LIMITED TO A 30-MINUTE PERIOD)

Oral Communications by the public will be heard for one-half hour at or before 8:30 p.m. or at the conclusion of the last agenda item commenced prior to 8:30 p.m. Oral Communications not concluded at that time shall be resumed at the end of the meeting after Council Reports. Speakers are to limit their remarks to three minutes, unless extended by the Mayor. An amber light will appear to alert the speaker when two minutes are complete, and a red light will appear when three minutes are over. Your cooperation is appreciated.

11. DEPARTMENTAL ITEMS - ADMINISTRATIVE SERVICES

- 11.A City of Gardena Audit Reports for Fiscal Year Ended June 30, 2021: Annual Comprehensive Financial Report (ACFR), Family Child Care and GTrans

Staff Recommendation: Receive and File

[2021_Gardena_ACFR_FINAL .pdf](#)
[2021_Gardena_Bus Line_FINAL .pdf](#)
[2021_Gardena_Child Care_FINAL .pdf](#)

- 11.B RESOLUTION NO. 6541, Approving the Application for Per Capita Grant Funds

Staff Recommendation: Approve Resolution No. 6541

[Resolution_6541_Prop_68_Per_Capita_Grant \(1\) COPY.pdf](#)

12. DEPARTMENTAL ITEMS - COMMUNITY DEVELOPMENT

13. DEPARTMENTAL ITEMS - ELECTED & CITY MANAGER'S OFFICES

- 13.A Approval of the 2021 -2025 Memorandum of Understanding (MOU) between the City of Gardena and the Gardena Management Employees Organization (GMEO)

Staff Recommendation: Approve the MOU and authorize the City Manager to execute the MOU with a term of July 1, 2021 through June 30, 2025

[AGENDA STAFF REPORT GMEO MOU 12-14-2021.pdf](#)
[GMEO MOU 2021-2025 Ratified.pdf](#)
[Classification and Compensation Schedule-December 14 2021.pdf](#)

- 13.B COVID-19 Update

14. DEPARTMENTAL ITEMS - POLICE

15. DEPARTMENTAL ITEMS - PUBLIC WORKS

16. DEPARTMENTAL ITEMS - RECREATION & HUMAN SERVICES

- 16.A Approve Memorandum of Understanding Between the South Bay Cities Council of Government (SBCCOG) and the City of Gardena Regarding Use of Allocated County of Los Angeles Innovation Grant Funds to Implement the City's Homeless Plan and Outreach Coordinator Program beginning January 1, 2022 through June 30, 2023.

Staff Recommendation: Approve the Memorandum of Understanding Agreement between the City of Gardena and South Bay Cities Council of Government to implement Innovation Grant Funds.

[Gardena_MOU__12.8.21.pdf](#)

17. DEPARTMENTAL ITEMS - TRANSPORTATION

17.A Approve Contract with Commline, Inc. for purchase and installation of a Radio System for \$433,488

Staff Recommendation: Approve Contract

[City_of_Gardena_and_COMMLine_Agreement COPY.pdf](#)

18. COUNCIL ITEMS

19. COUNCIL DIRECTIVES

20. CITY MANAGER REMARKS RE: DIRECTIVES / COUNCIL ITEMS

21. COUNCIL REMARKS

1. COUNCIL MEMBER HENDERSON
2. COUNCIL MEMBER FRANCIS
3. MAYOR PRO TEM TANAKA
4. MAYOR CERDA
5. COUNCIL MEMBER KASKANIAN

22. ANNOUNCEMENT(S)

23. REMEMBRANCES

Katsumi Sugimoto; 96 years of age. Mr. Sugimoto was a WWII Army Veteran. **Dolores Orozco**; 72 years of age, beloved grandmother of Alejandra Orozco, Admin Analyst in the City Manager's Office.

24. ADJOURNMENT

The Gardena City Council will adjourn to the Closed Session portion of the City Council Meeting at 7:00 p.m. followed by the Regular City Council Meeting at 7:30 p.m. on Tuesday, January 11, 2022.

I hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted in the City Hall lobby not less than 72 hours prior to the meeting. A copy of said Agenda is available on our website at www.CityofGardena.org.
Dated this 10th day of December 2021

/s/ MINA SEMENZA
MINA SEMENZA, City Clerk

MINUTES
Regular Meeting of the
Gardena City Council
Tuesday, November 16, 2021

In order to minimize the spread of the COVID 19 virus, Governor Newsom has signed Assembly Bill 361. Please be advised that the Council Chambers are closed to the public and that some, or all, of the Gardena City Council Members may attend this meeting telephonically.

The Regular Meeting Notice and Agenda of the Gardena City Council of the City of Gardena, California, was called to order via Zoom at 7:03 p.m. on Tuesday, November 16, 2021, Mayor Tasha Cerda presiding.

1. ROLL CALL

Present: Mayor Tasha Cerda; Mayor Pro Tem Rodney G. Tanaka; Council Member Mark E. Henderson; Council Member Art Kaskanian; and Council Member Paulette C. Francis. Other City Officials and Employees present: City Manager Clint Osorio; City Attorney Carmen Vasquez; and City Clerk Mina Semenza.

At 7:04 p.m., the City Council recessed into Closed Session via Microsoft Teams, with the following in attendance: Mayor Tasha Cerda; Mayor Pro Tem Rodney G. Tanaka; Council Member Mark E. Henderson; Council Member Art Kaskanian; Council Member Paulette C. Francis. Other City Officials and Employees present: City Manager Clint Osorio; City Attorney Carmen Vasquez; and Directors Ray Beeman and Ernie Crespo.

PUBLIC COMMENT ON CLOSED SESSION - None

2. CLOSED SESSION

2.A CONFERENCE WITH LABOR NEGOTIATORS

Government Code Section 54957.6

Agency Designated Representative: Clint Osorio, City Manager

Employee Organizations:

1. Gardena Police Officers Association (GPOA), Matt Hassoldt, Association President
2. Gardena Management Employees Organization (GMEO), Vicky L. Barker, Attorney
3. Gardena Municipal Employees Association (GMEA), Fred G. Quiel, Attorney
4. Confidential / Unrepresented Employees

Mayor Cerda reconvened the meeting to the Regular Open Session at 8:23 p.m., and the City Clerk noted the return of all Council Members, who were present at the meeting. When City Attorney Vasquez was asked if there was any reportable action from Closed Session, she reported that staff was provided with direction, but no reportable action was taken.

3. PLEDGE OF ALLEGIANCE

Payton Thomas, who is a 2nd grader at Chapman Elementary School led the Pledge of Allegiance and recited it in Mandarin as well.

4. **INVOCATION**

Mayor Pro Tem Rodney G. Tanaka led the Invocation.

5. **PRESENTATIONS**

- 5.A Gardena Police Department Special Needs Sticker Program
- Presentation was made by Police Chief Mike Saffell; Christie Martinez, Administrative Program Director of Mychal's Learning Place came into the meeting to speak about the Program and the partnership they have with our City
- 5.B "Mosquitoes in Gardena: What you need to Know" - Greater Los Angeles County Vector Control District Presentation – **Former Council Member Dan Medina introduced Mary-Joy Coburn, who gave a Presentation**
- 5.C 2021 American Public Transportation Association Bus Safety Gold Awards
Presentation was made by Transportation Director Ernie Crespo

6. **PROCLAMATIONS**

- 6.A "2021 Small Business Saturday, November 27, 2021" - To be Proclaimed Only - **Proclaimed by Mayor Cerda**

7. **APPOINTMENTS**

- 7.A Greater Los Angeles County Vector Control District Board of Trustees Appointment – **Council Member Francis was appointed by Council to a 2-year term**

It was moved by Mayor Cerda, seconded by Mayor Pro Tem Tanaka, and carried by the following roll call vote to Consider and discuss appointment to the Greater Los Angeles County Vector Control District Board of Trustees:

Ayes: Mayor Cerda, Mayor Pro Tem Tanaka, and Council Members Henderson, Kaskanian, and Francis

Noes: None

Absent: None

8. **CONSENT CALENDAR**

- 8.A Waiver of Reading in Full of All Ordinances Listed on This Agenda and that they Be Read by Title Only
CONTACT: CITY CLERK
- 8.B Approve Minutes:
Regular Meeting of the City Council, October 26, 2021
Study Session Meeting, October 28, 2021
Special Closed Session Meeting, November 6, 2021
CONTACT: CITY CLERK

- 8.C Approval of Warrants/Payroll Register, November 9, 2021

CONTACT: CITY TREASURER

November 9, 2021: Wire Transfer: 12073-12081; Prepay: 165182-165186; Check Nos. 165187 -165343 – for a total Warrants issued in the amount of \$2,104,354.57 Total Payroll Issued for November 5, 2021: \$1,554,788.15.

- 8.D Personnel Report No. P-2021-20

CONTACT: HUMAN RESOURCES

- 8.E RESOLUTION NO. 6537, Making the legally required findings to Re-Authorize the use of Teleconferencing in accordance with Assembly Bill 361 for meetings of the Gardena City Council and other Commissions, Committees and Boards subject to State open meeting laws.

CONTACT: CITY MANAGER

RESOLUTION NO. 6537

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, MAKING THE LEGALLY REQUIRED FINDINGS TO RE-AUTHORIZE THE USE OF TELECONFERENCING IN ACCORDANCE WITH ASSEMBLY BILL 361 FOR MEETINGS OF THE GARDENA CITY COUNCIL AND OTHER COMMISSIONS, COMMITTEES AND BOARDS SUBJECT TO STATE OPEN MEETING LAWS

- 8.F ORDINANCE NO. 1835, Adopting an Ordinance Changing the Date Of The City's General Municipal Election From the First Tuesday After The First Monday in March of Even-Numbered Years To The Date Of The Statewide Primary Election In Even-Numbered Years, In Response to Senate Bill 970 And Adjusting Terms In Office Accordingly

CONTACT: ELECTED & ADMINISTRATIVE OFFICES

ORDINANCE NO. 1835

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, CHANGING THE DATE OF THE CITY'S GENERAL MUNICIPAL ELECTION FROM THE FIRST TUESDAY AFTER THE FIRST MONDAY IN MARCH OF EVEN-NUMBERED YEARS TO THE DATE OF THE STATEWIDE PRIMARY ELECTION IN EVEN-NUMBERED YEARS, IN RESPONSE TO SENATE BILL 970; ADJUSTING TERMS IN OFFICE ACCORDINGLY

- 8.G ORDINANCE NO. 1836: Adopting an Ordinance adding a new Chapter 15.60 to the Gardena Municipal Code which adopts by reference the model Water Efficient Landscape Ordinance

CONTACT: COMMUNITY DEVELOPMENT

ORDINANCE NO. 1836

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, ADDING A NEW CHAPTER 15.60 TO THE GARDENA MUNICIPAL CODE WHICH CHAPTER ADOPTS BY REFERENCE THE MODEL WATER EFFICIENT LANDSCAPE ORDINANCE

- 8.H ORDINANCE NO. 1837, Adopting an Ordinance Repealing Chapter 8.20 of the Gardena Municipal Code, Adopting a new updated Chapter 8.20 and Updating Chapter 2.60 of the Gardena Municipal Code to incorporate provisions of Senate Bill 1383 and Regulations adopted by CalRecycle

CONTACT: PUBLIC WORKS

ORDINANCE NO. 1837

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, REPEALING CHAPTER 8.20 OF THE GARDENA MUNICIPAL CODE, ADOPTING A NEW UPDATED CHAPTER 8.20 AND UPDATING CHAPTER 2.60 OF THE GARDENA MUNICIPAL CODE TO INCORPORATE PROVISIONS OF SENATE BILL 1383 AND REGULATIONS ADOPTED BY CALRECYCLE

- 8.I Approve Purchase of Security Camera Surveillance System from Luminator Technology Group, Inc. for GTrans Special Transit Vehicles and Trolley Buses in the Amount of \$66,509

CONTACT: TRANSPORTATION

It was moved by Mayor Pro Tem Tanaka, seconded by Council Member Henderson, and carried by the following roll call vote to Approved all Items on the Consent Calendar:

Ayes: Mayor Pro Tem Tanaka and Council Members Henderson, Kaskanian, Francis, and Mayor Cerda

Noes: None

Absent: None

9. EXCLUDED CONSENT CALENDAR

10. PLANNING & ENVIRONMENTAL QUALITY COMMISSION ACTION SHEET

- 10.A NOVEMBER 2, 2021, MEETING – *Meeting Cancelled*

ORAL COMMUNICATIONS – No Speakers

11. DEPARTMENTAL ITEMS - ADMINISTRATIVE SERVICES

- 11.A Approval of Update to Guidelines for the Cares Act Program Funding (CDBG- CV) received from the US Department of Housing and Urban Development (HUD) to Alleviate the Negative Economic Impacts of Covid-19

City Manager Osorio presented the Staff Report.

Administrative Analyst Mary Simonell gave a PowerPoint Presentation.

There were a number of questions and concerns from our Council regarding: the number of applications we approved and denied; the amount we gave out to our residents and businesses for rental assistance and for what time period; how small businesses were notified and what the HUD requirements were; if people are aware of the utility and nutrition program and possibly get the information out through our public schools, if the funds must be expended by September 2027; if the assistance is a one-time application program, and if we have money for the CDBG projects for improving infrastructure and eliminating blight, which Ms. Simonell answered. City Attorney Vasquez mentioned that the state had a program that had a greater amount of money that was paying back rent that the City hosted and that may be the reason why we have a balance in our fund.

It was moved by Council Member Francis, seconded by Mayor Pro Tem Tanaka, and carried by the following roll call vote to Approve Guideline Updates:

Ayes: Council Member Francis, Mayor Pro Tem Tanaka, and Council Members Henderson, Kaskanian, and Mayor Cerda

Noes: None

Absent: None

12. DEPARTMENTAL ITEMS - COMMUNITY DEVELOPMENT

- 12.A PUBLIC HEARING: RESOLUTION NO. 6536, Approving Environmental Assessment #10-21, Site Plan Review #8-21, and Conditional Use Permit #3-21 to Allow a Soccer Facility in the M-1 Zone, and Revoking Conditional Use Permit #4-06 for a Demolition and Hauling Business that No Longer Occurs on the Property. Applicant: GS Sports, LLC (Sebastien Abonnel)
Location: 1440 W. 139th Street (14000 Halldale Avenue)

RESOLUTION NO. 6536

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA APPROVING SITE PLAN REVIEW #8-21 AND CONDITIONAL USE PERMIT #3-21 TO OPERATE A SOCCER FACILITY IN THE M-1 (INDUSTRIAL) ZONE WITH TANDEM AND STREET PARKING, REVOKING CONDITIONAL USE PERMIT #4-06 TO OPERATE A DEMOLITION AND HAULING BUSINESS, AND DIRECTING STAFF TO FILE A NOTICE OF EXEMPTION (ENVIRONMENTAL ASSESSMENT #10-21) FOR A CLASS 32 IN-FILL DEVELOPMENT 1440 WEST 139TH STREET (14000 HALLDALE AVENUE)
(APN: 6102-020-021)

City Manager Osorio presented the Staff Report.

Senior Planner John Signo gave a PowerPoint presentation. The Applicant, Romain Bianchi of Lab 5, also gave a presentation.

Mayor Cerda opened the Public Hearing at 9:54 p.m. and asked if there were any comments from the public. Being that there was none, she asked if Council had any comments.

There was a number of questions and concerns from our Mayor and Council regarding storm water run-off, the noise study that was done, the amount of handicap parking spaces, alcohol permits and parking on site. Starla Barker, Consultant from DeNovo Planning came into the meeting to speak on the noise study. Mr. Bianchi, along with Assistant City Attorney Kranitz, answered all of Council's questions.

There was no further comment; Mayor Cerda closed the Public Hearing at 10:48 p.m.

It was moved by Mayor Pro Tem Tanaka, seconded by Council Member Francis, and carried by the following roll call vote to Adopt Resolution No. 6536:

Ayes: Mayor Pro Tem Tanaka and Council Members Francis, Henderson, Kaskanian, and Mayor Cerda

Noes: None

Absent: None

13. DEPARTMENTAL ITEMS - ELECTED & ADMINISTRATIVE OFFICES

13.A COVID-19 Update

City Manager Osorio presented the update.

14. DEPARTMENTAL ITEMS – POLICE – *No Items*

15. DEPARTMENTAL ITEMS - PUBLIC WORKS – *No Items*

16. DEPARTMENTAL ITEMS - RECREATION & HUMAN SERVICES – *No Items*

17. DEPARTMENTAL ITEMS – TRANSPORTATION – *No Items*

18. COUNCIL ITEMS

19. COUNCIL DIRECTIVES

Council Member Francis

(1) Asked how many consultants we currently have on board, if we could find out. How do we find out they are doing a good job; do we get a progress report?

(2) Wanted to follow-up on the succession plan.

Council Member Henderson

(1) With the 1.2 trillion infrastructure funding that is coming through, are we prepared to apply for the grants that will be coming.

20. CITY MANAGER REMARKS RE: DIRECTIVES / COUNCIL ITEMS

City Manager Osorio gave a verbal report of information to follow-up on matters that had been directed or requested by the Mayor and Members of Council. Those items were, as follows:

1. Memo regarding Broadband Information.
2. Memo regarding the City of Gardena GTrans bus stop placement policy plan.
3. Video highlighting multiple events:
 - “Too Cute To Spook” Halloween Event, Friday, October 29, 2021, at City Hall Complex.
 - The Halloween Scare Zone, Friday, October 29, 2021, at Freeman Park and Rowley Park.
 - Fall Carnival at Mas Fukai Park, October 29, - 31, 2021.
 - Veteran Day Service, Thursday, November 11, 2021, at City Hall Complex. Thank You Veterans; Honoring all who served.
 - Senior Citizen Health Fair, Friday, November 19, 2021.
 - Save the Date - Share your input as we create a master plan for Mas Fukai Park, on Saturday, November 20, 2021.
 - “Wobble Wobble Before You Gobble” Line Dancing Event, Saturday, November 20, 2021, at Rowley Park.
 - The Gardena Valley Lions Club and City of Gardena 14th Annual Thanksgiving Luncheon, Thursday, November 25, 2021, at El Pollo Inka Peruvian Restaurant.
 - Helping Hands 2021 – Food Voucher & Toy Giveaway Registration for Gardena Residents Only. Register Monday, October 18 – Friday, November 19, 2021.
 - Join the City of Gardena Walking in a Winter Wonderland and Holiday Crafts Boutique, Saturday, December 4, 2021; 1:00 p.m. – 7:30 p.m. at City Hall Complex.

City Manager Osorio thanked Stephany Santin and staff of the Recreation and Human Services Department.

21. COUNCIL REMARKS

1. COUNCIL MEMBER FRANCIS - Since the last meeting Council Member Francis attended the Halloween events at Rowley Park and Freeman Park, Carnival at Mas Fukai Park, Veterans Day Program at City Hall, Grand Opening of Sweeties Pudding Cup, Aquatics Senior Center Community Outreach Meeting and Los Angeles County Central Committee Meeting. Council Member Francis shared that November is Native American Heritage Month. Reminded everyone on supporting small businesses and encouraged everyone to keep wearing a mask, wash hands, and continue to social distance to fight COVID-19. Lastly, wished everyone a Happy Thanksgiving.
2. MAYOR PRO TEM TANAKA - Since the last meeting Mayor Pro Tem Tanaka attended the Sheriff's Academy Color Run for class 565, City Employee Halloween Costume Contest, Council Study Session on Zoom, Homeless Taskforce Meeting, Senior Aquatics Center Informational Meeting, COG Spa 8 working group meeting, COG Legislative Committee meeting, participated in the Home Share video and Special

Council Meeting on Saturday. Mayor Pro Tem thanked Director Ernie Crespo and everyone in the GTrans department as they won two gold awards. Also attended Eddy Awards, Veterans Day Ceremony and Tailgate Party on Sunday at the Nakaoka Community Center. Thanked and welcomed two new businesses, Sweeties Pudding and Toss Up. Lastly, shared he attended the third annual memorial of fallen officer Toshio Hirai.

3. COUNCIL MEMBER KASKANIAN - Since the last meeting Council Member Kaskanian attended the City Employee Halloween Costume Contest, Halloween events at the parks, Veterans Day Ceremony, and third annual memorial of fallen officer Toshio Hirai.
4. MAYOR CERDA - Since the last meeting Mayor Cerda attended, Los Angeles County City Selection Committee Meeting via Zoom, Color run event at City Hall, City Employee Costume Contest, Special Study Session, Halloween events at the parks and Ministerial lunch. Mayor Cerda shared she took a picture with Glen Mitchell a Rotary Club member to be posted on the Gardena Valley News. She also attended the graduation of the new Gardena Police Department recruits and congratulated them. Mayor Cerda shared her experience with GTrans in Orlando and is looking forward to more awards. Also attended a zoom meeting with the PTO of Serra High School, Eddy Awards, Veterans Day Ceremony, Memorial for Toshio Hirai, grand opening for the new salad restaurant. Lastly shared the Senior Health Fair.
5. COUNCIL MEMBER HENDERSON – Stated that we shall continue to keep Toshio Hirai family in prayer, especially his young son. He attended most of the events that were mentioned by the other Council Members. He gave thanks and recognition to the City staff that we have because they work really hard for our community and for us – “We are truly 24-7 – 365 in Gardena”. Lastly, he thanked staff for providing the report that identify underserved areas in our community. He is also looking towards 2022 so we can start figuring out what our equity objective will be to serve our community at a higher capacity.

22. ANNOUNCEMENT(S)

Mayor Cerda announced:

- (1) Mas Fukai Improvement Community Meeting taking place on Saturday, 11/20/21 from 11:00a.m. to 12:30p.m. at Mas Fukai Park.

23. REMEMBRANCES

Ryan Sunahara: 56 years of age. Ryan was a longtime Gardena resident who is survived by his wife Janice, son Drew, daughter Keira, brother Jeff, and sister Stephanie.

24. **ADJOURNMENT**

At 11:29 p.m., Mayor Cerda adjourned the Gardena City Council Meeting to the Closed Session portion of the City Council Meeting at 7:00 p.m., and the Regular City Council Meeting at 7:30 p.m. on Tuesday, December 14, 2021.

APPROVED:

Tasha Cerda, Mayor

MINA SEMENZA
City Clerk of the City of Gardena and
Ex-officio Clerk of the Council

By:_____
Becky Romero, Deputy City Clerk

MEMORANDUM

TO: Honorable Mayor and City Council

FROM: City Treasurer's Office

DATE: December 9, 2021

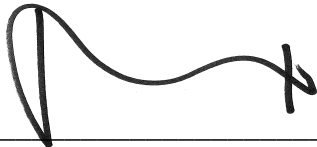
SUBJECT: WARRANT REGISTER
PAYROLL REGISTER

November 23, 2021 TOTAL WARRANTS ISSUED: \$1,051,226.68

Wire Transfer: 12082-12084
Prepay:
Check Numbers: 165344-165497
Checks Voided:

Total Pages of Register: 16

November 19, 2021 TOTAL PAYROLL ISSUED: \$2,007,985.49



for J. Ingrid Tsukiyama, City Treasurer

cc: City Clerk

vchlist
11/18/2021 4:16:09PM

Voucher List
CITY OF GARDENA

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
12082	11/9/2021	106110 ADVANCED BENEFIT SOLUTIONS, LLC	110821		HEALTH INSURANCE CLAIMS	21,153.68
					Total :	21,153.68
12083	11/10/2021	106110 ADVANCED BENEFIT SOLUTIONS, LLC	OCTOBER 2021.		HEALTH, DENTAL & LIFE INSURANCE	107,380.40
					Total :	107,380.40
12084	11/5/2021	111894 HEALTHNOW ADMINISTRATIVE, SERVICES	U4701		HEALTH INSURANCE CLAIMS	1,155.45
					Total :	1,155.45
165344	11/23/2021	110225 ACCESS SPECIALTY ANIMAL, HOSPITALS	1193679		ANIMAL CONTROL SERVICES - VET SE	1,005.74
					Total :	1,005.74
165345	11/23/2021	108948 ADAMS-NAULLS, VICKEY	FEBRUARY 2020		VOLUNTEER DRIVER	20.00
					Total :	20.00
165346	11/23/2021	101244 ADAPT CONSULTING, INC.	23340B		KEEP GARDENA BEAUTIFUL DAY SUPP	2,722.32
					Total :	2,722.32
165347	11/23/2021	104058 ADMINISURE INC.	14633	023-01345	WORKERS' COMP CLAIMS ADMINISTR/	12,030.00
					Total :	12,030.00
165348	11/23/2021	101628 AQUA-FLO SUPPLY	154820		PARK MAINT SUPPLIES	99.80
					Total :	99.80
165349	11/23/2021	108625 ARAD OIL INC.	OCTOBER 2021		CAR WASH	280.00
					Total :	280.00
165350	11/23/2021	106965 ASSA ABLOY ENTRANCE, SYSTEMS US INC.	SEI/1454225		HS BUILDING DOOR SERVICE REPAIR	173.74
			SEI/1454229		HS BUILDING DOOR SERVICE REPAIR	1,164.00
			SEI/1454236		HS BUILDING DOOR SERVICE REPAIR	1,698.55
					Total :	3,036.29
165351	11/23/2021	104687 AT&T	17271583		TELEPHONE	698.71
					Total :	698.71
165352	11/23/2021	616090 AT&T	3103232408 11/01/21		TELEPHONE	2,002.79

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
165352	11/23/2021	616090 616090 AT&T	(Continued)		Total :	2,002.79
165353	11/23/2021	111170 AT&T FIRSTNET	287290395417X111021		PD CELL PHONE ACCT #287290395417	398.53
			287293420631X101021		PD CELL PHONE ACCT #287293420631	145.47
			287293420631X111021		PD CELL PHONE ACCT #287293420631	145.47
			287303490376X111021		BUS CELL PHONE ACCT #28730349037	13.30
					Total :	702.77
165354	11/23/2021	100964 AT&T MOBILITY	287275680401X110121		PD CELL PHONE ACCT #287275680401	202.70
			835577878X11012021		PD CELL PHONE ACCT #835577878	645.57
					Total :	848.27
165355	11/23/2021	108383 ATKINSON, ANDELSON, LOYA, RUDD & ROMC 629784			PROFESSIONAL SERVICES	2,097.68
					Total :	2,097.68
165356	11/23/2021	110190 BASNET FAMILY CHILD CARE	OCTOBER 2021		CHILD CARE PROVIDER	7,353.00
					Total :	7,353.00
165357	11/23/2021	102135 BEHREND, KENT	065	023-01346	IT NETWORK SUPPORT	3,400.00
					Total :	3,400.00
165358	11/23/2021	107747 BENGAR PRODUCTIONS	6878		EMBROIDERY - COG SWOOSH LOGO C	552.00
					Total :	552.00
165359	11/23/2021	102840 BERLITZ LANGUAGES, INC	001-274-21-03865		BILINGUAL TESTING	55.00
					Total :	55.00
165360	11/23/2021	110675 BGB DESIGN GROUP, INC	103978	024-00645	MAS FUKAI PARK REHABILITATION, JN	11,120.00
					Total :	11,120.00
165361	11/23/2021	108715 BOBBS, CINDY	OCTOBER 2021		CHILD CARE PROVIDER	3,869.00
					Total :	3,869.00
165362	11/23/2021	109210 BOOTH, ALISON	FEBRUARY 2020		VOLUNTEER DRIVER	5.00
					Total :	5.00
165363	11/23/2021	110938 BRANDON'S FAMILY CHILDCARE	OCTOBER 2021		CHILD CARE PROVIDER	1,766.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount	
165363	11/23/2021	110938	110938 BRANDON'S FAMILY CHILDCARE	(Continued)			
					Total :	1,766.00	
165364	11/23/2021	803420	CARPENTER, ROTHANS & DUMONT, LAW OFF	39448	LEGAL SERVICES	14.40	
				39449	LEGAL SERVICES	1,551.60	
				39450	LEGAL SERVICES	193.55	
				39451	LEGAL SERVICES	1,123.20	
				39452	LEGAL SERVICES	734.40	
				39453	LEGAL SERVICES	18.00	
				39454	LEGAL SERVICES	411.00	
				39455	LEGAL SERVICES	324.00	
				39458	LEGAL SERVICES	351.95	
				39459	LEGAL SERVICES	50.30	
					Total :	4,772.40	
165365	11/23/2021	103489	CF UNITED LLC	030121-033121	CAR WASH - MARCH 2021	60.00	
				144-H 100121-103121	CAR WASH - OCTOBER 2021	24.00	
					Total :	84.00	
165366	11/23/2021	103127	CHILD 2 CHILD CONNECTION, FAMILY DAY C/	OCTOBER 2021	CHILD CARE PROVIDER	1,778.00	
					Total :	1,778.00	
165367	11/23/2021	110878	CITY OF HOPE	110221	DONATION - PINK PATCH PROJECT	350.00	
					Total :	350.00	
165368	11/23/2021	111534	CLEAN ENERGY	CE12433897	037-09981	GTRANS OFFSITE CNG FUELING SERV	41,287.75
					Total :	41,287.75	
165369	11/23/2021	102357	COLLINS, JOHN	FEBRUARY 2020	VOLUNTEER DRIVER	10.00	
					Total :	10.00	
165370	11/23/2021	103353	CRM COMPANY, LLC.	LA19298	SCRAP TIRE DISPOSAL FEE	69.50	
				LA19299	SCRAP TIRE DISPOSAL FEE	69.50	
					Total :	139.00	
165371	11/23/2021	107082	CXTEC INC.	7116498	CISCO NETWORK INTERFACE PHONE	160.42	
					Total :	160.42	
165372	11/23/2021	111895	DAYYAT, ROBERT	PERMIT #16786	PERMIT DEPOSIT REFUND - 1053 W. 15	500.00	

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
165372	11/23/2021	111895 111895 DAYYAT, ROBERT	(Continued)		Total :	500.00
165373	11/23/2021	111377 DE NOVO PLANNING GROUP	3255	032-00092	PROFESSIONAL SERVICES - UHAUL RI	29,105.15
					Total :	29,105.15
165374	11/23/2021	104310 DEPARTMENT OF CONSERVATION	JUL-SEPT 2021		STRONG MOTION INSTRUMENTATION	1,957.02
					Total :	1,957.02
165375	11/23/2021	303459 DEPARTMENT OF JUSTICE	535883		FINGERPRINT APPS - SEPTEMBER 202	3,584.00
					Total :	3,584.00
165376	11/23/2021	312117 DEPARTMENT OF WATER & POWER	102921		LIGHT & POWER	66.66
					Total :	66.66
165377	11/23/2021	105418 EMPIRE CLEANING SUPPLY	S4740301 S4897532 S4923231		PARK & CUSTODIAL SUPPLIES CUSTODIAL SUPPLIES CUSTODIAL / PARK SUPPLIES	1,597.63 299.11 1,577.55
					Total :	3,474.29
165378	11/23/2021	107690 ENLIGHTENMENT CHILD, DEVELOPMENT CEI	OCTOBER 2021		CHILD CARE PROVIDER	5,495.00
					Total :	5,495.00
165379	11/23/2021	106459 ENTERPRISE FM TRUST	FBN4327454 FBN4329199	023-01347 023-01347	ENTERPRISE LEASE - NOVEMBER 202 ENTERPRISE LEASE - NOVEMBER 202	5,245.98 8,357.84
					Total :	13,603.82
165380	11/23/2021	107510 ESCALANTE, WENDY E.	OCTOBER 2021		CHILD CARE PROVIDER	5,099.00
					Total :	5,099.00
165381	11/23/2021	109426 ESPINOSA, VANESSA	11/01-11/15/21		PROFESSIONAL SERVICES - CASE WC	1,512.00
					Total :	1,512.00
165382	11/23/2021	106109 FASTSIGNS	0094-101857 0094-102134		BLDG MAINT SUPPLIES COVID-19 PPE SUPPLIES	56.24 788.64
					Total :	844.88
165383	11/23/2021	106129 FEDEX	9-611-89656 9-611-91238		SHIPPING SERVICES SHIPPING SERVICES	3.68 4.31

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
165383	11/23/2021	106129 106129 FEDEX	(Continued)		Total :	7.99
165384	11/23/2021	103083 FIRST ADVANTAGE LNS OCC HEALTH, SOLUT 2504972110			DRUG TEST/ADMIN FEE	400.40
					Total :	400.40
165385	11/23/2021	106465 FOX FIRST AID & SAFETY INC	66231		PARK MAINT SUPPLIES	165.38
					Total :	165.38
165386	11/23/2021	106625 FUKUDA, ALAN	FEBRUARY 2020		VOLUNTEER DRIVER	10.00
					Total :	10.00
165387	11/23/2021	107724 GARCIA, CLAUDIA CRISTINA	OCTOBER 2021		CHILD CARE PROVIDER	7,305.00
					Total :	7,305.00
165388	11/23/2021	207133 GARCIA, NANCY C.	OCTOBER 2021		CHILD CARE PROVIDER	6,433.00
					Total :	6,433.00
165389	11/23/2021	207303 GARCIA, PEGGY	FEBRUARY 2020		VOLUNTEER DRIVER	40.00
					Total :	40.00
165390	11/23/2021	107008 GARDENA A/C & RADIATOR	51822 51840		2015 DIESEL SWEEPER #33 - A/C EVAC 2009 FORD F550 #1315567 A/C	304.01 1,116.63
					Total :	1,420.64
165391	11/23/2021	107030 GARDENA AUTO PARTS	143894 144021 144267 144729		SEWER PROGRAM SUPPLIES SEWER PROGRAM SUPPLIES PW AUTO PARTS SEWER PROGRAM SUPPLIES	21.83 48.62 133.23 210.13
					Total :	413.81
165392	11/23/2021	107735 GARDENA NISSAN	NICS551369		2018 NISSN FRONTIER BATTERY SERV	281.78
					Total :	281.78
165393	11/23/2021	107229 GARDENA POLICE DEPARTMENT	110421		SPECIAL OPERATIONS ACCOUNT FUNI	1,500.00
					Total :	1,500.00
165394	11/23/2021	107011 GARDENA VALLEY NEWS, INC.	00111969 00111970		SUMMARY OF ORDINANCE NO. 1835 - SUMMARY OF ORDINANCE NO. 1836 -	119.00 115.50

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
165394	11/23/2021	107011 GARDENA VALLEY NEWS, INC.	(Continued) 00111985 00112037		SUMMARY OF ORDINANCE NO. 1837- NOTICE OF PUBLIC HEARING -	112.00 203.00 Total : 549.50
165395	11/23/2021	106763 GENERAL INDUSTRIAL TOOL &, SUPPLY	1189682-01		PARK MAINT SUPPLIES	85.38 Total : 85.38
165396	11/23/2021	107242 GIULIANO'S	37158 45128		REC PROGRAM SUPPLIES PW MSA MEETING SUPPLIES	595.30 200.00 Total : 795.30
165397	11/23/2021	619004 GOLDEN STATE WATER CO.	110421		WATER	14,611.59 Total : 14,611.59
165398	11/23/2021	108906 GOLDEN, CEIL	FEBRUARY 2020		VOLUNTEER DRIVER	15.00 Total : 15.00
165399	11/23/2021	110435 GUERRERO, ANGELICA	OCTOBER 2021		CHILD CARE PROVIDER	3,012.00 Total : 3,012.00
165400	11/23/2021	108949 HELM, SUSAN	FEBRUARY 2020		VOLUNTEER DRIVER	25.00 Total : 25.00
165401	11/23/2021	108607 HENDERSON-BATISTE, TANEKA	OCTOBER 2021		CHILD CARE PROVIDER	2,625.00 Total : 2,625.00
165402	11/23/2021	111549 HF & H CONSULTANTS, LLC	9718668		CONSULTING SERVICES - SOLID WAS1	5,829.25 Total : 5,829.25
165403	11/23/2021	108434 HOME DEPOT CREDIT SERVICES	0511842 0523194 0903386 1044305 2041295 4055363 6284885 8646282		BLDG MAINT SUPPLIES SR BUREAU PROGRAM SUPPLIES CUSTODIAL SUPPLIES CUSTODIAL SUPPLIES CUSTODIAL SUPPLIES PARK MAINT SUPPLIES BLDG MAINT SUPPLIES CUSTODIAL SUPPLIES	9.04 75.00 88.17 51.45 136.71 89.99 333.84 106.28

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
165403	11/23/2021	108434 108434 HOME DEPOT CREDIT SERVICES	(Continued)		Total :	890.48
165404	11/23/2021	100275 HONEYWELL	5258092689	024-00759	HVAC MAINT CONTRACT - OCT-DEC 20	26,558.56
					Total :	26,558.56
165405	11/23/2021	109198 HOWARD, NICOLA	10/27-11/01		EVERYCHILD CALIFORNIA TRAINING	895.34
					Total :	895.34
165406	11/23/2021	103314 HYDE, ERIC	12/05-12/09		POST MANAGEMENT COURSE MODUL	200.00
					Total :	200.00
165407	11/23/2021	109831 INTOXIMETERS, INC.	692656		REPAIR ALCOHOL BREATHALIZER SEN	105.51
					Total :	105.51
165408	11/23/2021	110733 J & S PROPERTY MANAGEMENT AND, MAINT	5825 5896	037-09958	LANDSCAPE MAINTENANCE SERVICE	1,295.00
					LANDSCAPE MAINTENANCE SERVICE	1,295.00
					Total :	2,590.00
165409	11/23/2021	111752 J LEE ENGINEERING INC	4404 4420	032-00093 032-00093	PROFESSIONAL SERVICES - PERMIT T	10,985.00
					PROFESSIONAL SERVICES - PERMIT T	10,920.00
					Total :	21,905.00
165410	11/23/2021	107642 JAPANESE AUTOMOTIVE CENTER, INC.	0293381 0293589		2006 CHEVY SILVERADO 2500 #126105	86.99
					2012 FORD F350 #1384711 OIL & FILTE	78.56
					Total :	165.55
165411	11/23/2021	107746 JAS PACIFIC	BI 14078	032-00094	BUILDING INSPECTOR SERVICES - OC	13,055.30
					Total :	13,055.30
165412	11/23/2021	105226 JEKAL FAMILY CHILD CARE	OCTOBER 2021		CHILD CARE PROVIDER	5,203.00
					Total :	5,203.00
165413	11/23/2021	110385 KIMLEY-HORN AND ASSOCIATES, INC	194091009-0921	032-00097	DEVELOPMENT SERVICES - WESTERN	5,815.76
					Total :	5,815.76
165414	11/23/2021	111045 KJ SERVICES	2302	020-00035	BOTTLE & CAN RECYCLING PROGRAM	170.00
					Total :	170.00

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
165415	11/23/2021	111834 K-LINE INDUSTRIES, INC	384711	037-10083	COOLING MANAGEMENT SYSTEM	3,403.57
Total :						3,403.57
165416	11/23/2021	112015 LACERDA, DALVANICE	OCTOBER 2021		CHILD CARE PROVIDER	6,165.00
Total :						6,165.00
165417	11/23/2021	112014 LAKESHORE LEARNING MATERIALS	284809102821	331-00058	FCC PROGRAM SUPPLIES	274.52
Total :						274.52
165418	11/23/2021	110777 LEARN N PLAY FAMILY DAYCARE	OCTOBER 2021		CHILD CARE PROVIDER	5,156.00
Total :						5,156.00
165419	11/23/2021	102376 LEXISNEXIS RISK SOLUTIONS	1328345-20211031		MONTHLY SUBSCRIPTION FEE	1,696.24
Total :						1,696.24
165420	11/23/2021	102233 LITTLE PEOPLE DAY CARE	OCTOBER 2021		CHILD CARE PROVIDER	4,825.00
Total :						4,825.00
165421	11/23/2021	105279 LOS ANGELES TRUCK CENTERS LLC	RA220023736		2019 FREIGHTLINER SWEEPER REPAIR	1,179.06
			RA220023765		2019 FREIGHTLINER SWEEPER REPAIR	1,207.82
			XA220352215		STREET SWEEPING SUPPLIES	583.09
			XA220352215:02		STREET SWEEPING SUPPLIES	124.96
			XA220352592		STREET SWEEPING SUPPLIES	520.35
			XA220354066		STREET SWEEPING SUPPLIES	95.91
Total :						3,711.19
165422	11/23/2021	109563 LUCKY LADY CASINO	0850000133		ECONOMIC ASSISTANCE - OCTOBER 2	54,905.22
Total :						54,905.22
165423	11/23/2021	109203 MAKAI SOLUTIONS	SD552		FACILITIES & EQUIPMENT MAINTENANCE	427.50
Total :						427.50
165424	11/23/2021	813030 MANNING & KASS	724337		LEGAL SERVICES	1,360.99
			724390		LEGAL SERVICES	4,594.50
Total :						5,955.49
165425	11/23/2021	110306 MARIPOSA LANDSCAPES, INC	95476	024-00760	MEDIAN LANDSCAPE MAINTENANCE	7,242.50

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
165425	11/23/2021	110306 110306 MARIPOSA LANDSCAPES, INC	(Continued)		Total :	7,242.50
165426	11/23/2021	107951 MARK HANDLER & ASSOCIATES	OCTOBER 2021	032-00095	BUILDING INSPECTION SERVICES	13,900.00
			SEPTEMBER 2021	032-00095	BUILDING INSPECTION SERVICES	18,125.00
					Total :	32,025.00
165427	11/23/2021	107644 MARTINEZ, CHERYL NAOMI	OCTOBER 2021		CHILD CARE PROVIDER	6,628.00
					Total :	6,628.00
165428	11/23/2021	104773 MARTINEZ, KAMBY	OCTOBER 2021		CHILD CARE PROVIDER	3,600.00
					Total :	3,600.00
165429	11/23/2021	104106 MCCAIN, INC.	INV0262511	024-00770	TRAFFIC SIGNAL CABINET PARTS	15,701.86
					Total :	15,701.86
165430	11/23/2021	103093 MOBILE RELAY ASSOCIATES, INC.	80016945	037-10050	GTRANS BUS RADIO SYSTEM RENTAL	271.53
					Total :	271.53
165431	11/23/2021	102534 MONCADA, BARBARA	SEPT 2021		VOLUNTEER DRIVER	20.00
			SEPTEMBER 2021		VOLUNTEER DRIVER	20.00
					Total :	40.00
165432	11/23/2021	113295 MUNISERVICES, LLC	INV06-012950		SALES TAX AUDIT SERVICES FOR QTR	2,111.16
					Total :	2,111.16
165433	11/23/2021	113605 MUTUAL LIQUID GAS & EQUIPMENT, CO., INC	22220		SERVICE AGREEMENT PLAN	135.00
			561567		PROPANE GAS	981.29
					Total :	1,116.29
165434	11/23/2021	114018 NATIONAL PEN CO., LLC	112305146		CLERK OFFICE SUPPLIES	91.24
					Total :	91.24
165435	11/23/2021	110575 OCCUPATIONAL HEALTH CENTERS, OF CALIF	72685113		PRE-EMPLOYMENT PHYSICAL	1,271.00
					Total :	1,271.00
165436	11/23/2021	115168 OFFICE DEPOT	203626254		PD OFFICE SUPPLIES	191.77
			203627182		PD OFFICE SUPPLIES	187.40
			203638059		HR OFFICE SUPPLIES	63.32

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
165436	11/23/2021	115168 OFFICE DEPOT	(Continued)			
			204474365		CD OFFICE SUPPLIES	111.31
			204475776		CD OFFICE SUPPLIES	48.95
			204475784		CD OFFICE SUPPLIES	87.52
			204819791		CM OFFICE SUPPLIES	20.86
			204898351		FCC OFFICE SUPPLIES	-19.39
			205886105		BUS OFFICE SUPPLIES	196.84
			205910876		PD OFFICE SUPPLIES	449.79
			206118478		CT OFFICE SUPPLIES	11.88
			206120917		CT OFFICE SUPPLIES	44.86
			206443796		FCC OFFICE SUPPLIES	145.52
			206444270		FCC OFFICE SUPPLIES	27.11
			207567425		REC OFFICE SUPPLIES	32.07
			207569568		REC OFFICE SUPPLIES	120.60
			208366839		FINANCE OFFICE SUPPLIES	84.79
					Total :	1,805.20
165437	11/23/2021	107466 ORANGE, RHONDA	FEBRUARY 2020		VOLUNTEER DRIVER	30.00
					Total :	30.00
165438	11/23/2021	111358 O'REILLY AUTO PARTS	170523		SEWER PROGRAM SUPPLIES	22.03
					Total :	22.03
165439	11/23/2021	115810 ORKIN PEST CONTROL	222777631		PEST CONTROL - ACCT #27336703	237.00
					Total :	237.00
165440	11/23/2021	109890 OWUSU FAMILY CHILD CARE	OCTOBER 2021		CHILD CARE PROVIDER	6,509.00
					Total :	6,509.00
165441	11/23/2021	116140 PETE'S ROAD SERVICE, INC.	541379		STREET SWEEPER #1552179 REPAIR	41.72
					Total :	41.72
165442	11/23/2021	109851 PLANETBIDS, INC.	102197	037-10080	PLANETBIDS LICENSE FOR YEAR 2021	6,898.51
					Total :	6,898.51
165443	11/23/2021	106092 PRUDENTIAL OVERALL SUPPLY	42671574		UNIFORM & SUPPLY RENTAL	150.78
			42671575		UNIFORM & SUPPLY RENTAL	47.16
			42671576		SUPPLY RENTAL - MATS - GTRANS	50.10

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
165443	11/23/2021	106092 PRUDENTIAL OVERALL SUPPLY	(Continued)			
			42671577		SUPPLY RENTAL - MATS - NCC	13.65
			42671578		SUPPLY RENTAL - MATS - CH	19.00
			42671579		SUPPLY RENTAL - MATS - PD	91.60
			42671580		SUPPLY RENTAL - MATS - HS	11.60
			42673697		UNIFORM & SUPPLY RENTAL	152.62
			42673698		UNIFORM & SUPPLY RENTAL	48.85
			42673699		SUPPLY RENTAL - MATS - GTRANS	50.10
			42673839		UNIFORM & SUPPLY RENTAL	271.30
					Total :	906.76
165444	11/23/2021	111898 QUINTANA, RICARDO	21-06PD		CLAIM FOR DAMAGES SETTLEMENT	323.00
					Total :	323.00
165445	11/23/2021	100147 RCI IMAGE SYSTEMS	76832		MICROFICHE SCANNING - 2023 W 1461	66.15
					Total :	66.15
165446	11/23/2021	103072 REACH	1121762		EAP SERVICES/REACHLINE NEWSLET	902.00
					Total :	902.00
165447	11/23/2021	118476 RICOH USA, INC.	9029110813		RICOH MPC3503 COPIER LEASE - GTR	182.17
			9029110814		RICOH PRO8100SE COPIER LEASE - PI	380.97
			9029110918		RICOH MPC3503 COPIER LEASE - HS~	137.72
			9029110919		RICOH COPIER LEASE & USAGE CHAR	2,405.50
			9029111005		RICOH DD6650P COPIER LEASE - PRIN	556.24
			9029111122		RICOH MPC3503 COPIER LEASE - SR. I	171.08
			9029111320		RICOH MPC3503 COPIER LEASE - ADM	175.71
			9029111411		RICOH MPC3503 COPIER LEASE - FCC	209.22
					Total :	4,218.61
165448	11/23/2021	100585 RKA CONSULTING GROUP	31682		ENGINEERING & SURVEYING SERVICE	350.00
					Total :	350.00
165449	11/23/2021	107343 ROACH, GERALD	FEBRUARY 2020		VOLUNTEER DRIVER	10.00
					Total :	10.00
165450	11/23/2021	108466 RODRIGUEZ, ELFEGA	10/27-11/01		EVERYCHILD CALIFORNIA TRAINING	881.52

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
165450	11/23/2021	108466 108466 RODRIGUEZ, ELFEGA	(Continued)		Total :	881.52
165451	11/23/2021	111899 ROE, LELAND	FEBRUARY 2020		VOLUNTEER DRIVER	15.00
					Total :	15.00
165452	11/23/2021	118423 ROTEX	S139171		SEWER PROGRAM SUPPLIES	150.00
					Total :	150.00
165453	11/23/2021	119022 SAFE MART OF SOUTHERN, CALIFORNIA, INC	92970		BLDG MAINT SUPPLIES	10.47
			93005		PD PROGRAM SUPPLIES	8.27
			93008		PD PROGRAM SUPPLIES	50.00
					Total :	68.74
165454	11/23/2021	119015 SAFETY-KLEEN CORPORATION	84933622		SERVICE AQUEOUS PARTS WASHER	862.43
			85642584		SERVICE AQUEOUS PARTS WASHER	868.27
			86336976		SERVICE AQUEOUS PARTS WASHER	868.27
			87039252		SERVICE AQUEOUS PARTS WASHER	901.35
					Total :	3,500.32
165455	11/23/2021	119016 SAM'S CLUB	5992		PW MSA MEETING SUPPLIES	93.23
					Total :	93.23
165456	11/23/2021	105097 SANADA, CRAIG	FEBRUARY 2020		VOLUNTEER DRIVER	20.00
					Total :	20.00
165457	11/23/2021	110772 SANTOS, VICTOR D.	09/19-09/23/21 BAL		BUSINESS TRAVEL TO VIRGINIA - TROI	1,150.64
					Total :	1,150.64
165458	11/23/2021	107465 SATO, KATHY	FEBRUARY 2020		VOLUNTEER DRIVER	10.00
					Total :	10.00
165459	11/23/2021	108654 SECTRAN SECURITY INC.	21101729		ARMORED TRANSPORTATION SERVICE	41.63
			21110727		ARMORED TRANSPORTATION SERVICE	191.64
					Total :	233.27
165460	11/23/2021	104451 SELECT ADVANTAGE	10347053		TRANSIT COACH OPERATOR ASSESSM	550.00
					Total :	550.00

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
165461	11/23/2021	107006 SHAMROCK COMPANIES	2540868		STREET MAINT SUPPLIES	115.76
Total :						115.76
165462	11/23/2021	106050 SHEHATA, AMY	OCTOBER 2021		CHILD CARE PROVIDER	6,517.00
Total :						6,517.00
165463	11/23/2021	111896 SHEPARD, STEVE	63354577017		REFUND - CREDIT CARD PROCESSOR	9.50
Total :						9.50
165464	11/23/2021	119233 SHERWIN-WILLIAMS CO.	0820-3 3026-1		STREET MAINT SUPPLIES	77.26
						66.73
Total :						143.99
165465	11/23/2021	109918 SHIGE'S FOREIGN CAR SERVICE	8089310 8089565 8089590 8089591 8089638 8089666		2017 FORD INTRCPTR #1368929 OIL & 2015 FORD INTRCPTR #1462842 BRAKI 2018 FORD INTRCPTR #1554895 SERVI 2018 FORD INTRCPTR #1555072 SERVI 2019 FORD INTRCPTR #1576878 SERVI 2021 FORD INTRCPTR #1615788 OIL &	31.52 262.55 554.32 265.22 964.48 36.07
Total :						2,114.16
165466	11/23/2021	107645 SHIRK, PAUL	FEBRUARY 2020		VOLUNTEER DRIVER	10.00
Total :						10.00
165467	11/23/2021	101649 SILVIA ESPINOZA FAMILY CHILD, CARE	OCTOBER 2021		CHILD CARE PROVIDER	4,056.00
Total :						4,056.00
165468	11/23/2021	111865 SK ENTERPRISES	1235825		GTRANS TROLLEYS REGISTRATION FE	220.00
Total :						220.00
165469	11/23/2021	119361 SMART & FINAL IRIS CO.	35502 4002 50302 7401		REC PROGRAM SUPPLIES REC PROGRAM SUPPLIES REC PROGRAM SUPPLIES REC PROGRAM SUPPLIES	93.74 31.40 17.14 -9.95
Total :						132.33
165470	11/23/2021	109531 SMILLIN, MAGE	OCTOBER 2021		CHILD CARE PROVIDER	7,338.00

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
165470	11/23/2021	109531 109531 SMILLIN, MAGE	(Continued)		Total :	7,338.00
165471	11/23/2021	619003 SOUTHERN CALIFORNIA EDISON	110121		LIGHT & POWER	77,846.17
					Total :	77,846.17
165472	11/23/2021	108238 SPARKLETTS	15638236 110521		DRINKING WATER FILTRATION SYSTEM	42.90
					Total :	42.90
165473	11/23/2021	111778 SPCALA	2021-0930	032-00091	ANIMAL SHELTER SERVICES	4,610.00
					Total :	4,610.00
165474	11/23/2021	104126 SPECTRUM SOLUTIONS	0027122111121		CABLE & BACKUP INTERNET SERVICE	4,031.80
					Total :	4,031.80
165475	11/23/2021	119594 STANLEY PEST CONTROL	COG 1021		PEST CONTROL SERVICE - 1670 W 162	654.00
			COG 1021-1		PEST CONTROL SERVICE - 2320 W 149	117.00
					Total :	771.00
165476	11/23/2021	111891 TADEO, DAVID	43019914132		REFUND - CREDIT CARD OVERCHARG	2.75
					Total :	2.75
165477	11/23/2021	110877 TAYLORING MINDS FAMILY CHILD, CARE	OCTOBER 2021		CHILD CARE PROVIDER	2,943.00
					Total :	2,943.00
165478	11/23/2021	111897 THOMAS, ROSTON	PERMIT #50019-1454		PERMIT DEPOSIT REFUND - 13022 GR/	5,000.00
					Total :	5,000.00
165479	11/23/2021	111863 TRACE3	INV1567731	023-01362	COHESITY DATA BACKUP SERVICES R	19,221.73
					Total :	19,221.73
165480	11/23/2021	111481 TRIO COMMUNITY MEALS, LLC	INV2230000822	034-00480	SENIOR FEEDING PROGRAM	11,227.86
			INV2230001471	034-00480	SENIOR FEEDING PROGRAM	11,954.04
					Total :	23,181.90
165481	11/23/2021	109900 U.S. BANK CORPORATE PAYMENT, SYSTEMS	ROMERO 10/22/21		CAL CARD STATEMENT 09/23-10/22/21	689.35
			SAFFELL 10/22/21		CAL CARD STATEMENT 09/23-10/22/21	12.00
			SANTIN 10/22/21		CAL CARD STATEMENT 09/23-10/22/21	4,694.46
			V.OSORIO 10/22/21		CAL CARD STATEMENT 09/23-10/22/21	2,756.32

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
165481	11/23/2021	109900	109900 U.S. BANK CORPORATE PAYMENT, SYST (Continued)			Total : 8,152.13
165482	11/23/2021	109220	U.S. BANK EQUIPMENT FINANCE	456703305	RICOH MPC4503 COPIER LEASE - CD	163.40
					Total :	163.40
165483	11/23/2021	104692	ULINE	140166473	PD PROGRAM SUPPLIES	299.52
					Total :	299.52
165484	11/23/2021	105549	VALDEZ, MATILDE	OCTOBER 2021	CHILD CARE PROVIDER	9,783.00
					Total :	9,783.00
165485	11/23/2021	122050	VERIZON WIRELESS	9888688608 9890881879	BUS CELL PHONE SERVICE BUS CELL PHONE SERVICE	101.72 145.03
					Total :	246.75
165486	11/23/2021	105861	VERSATILE SYSTEMS, INC.	6662	037-10041 FALL PROTECTION INSPECTION & REF	2,050.00
					Total :	2,050.00
165487	11/23/2021	111900	VILLACORTE, ARSENIO	FEBRUARY 2020	VOLUNTEER DRIVER	5.00
					Total :	5.00
165488	11/23/2021	108353	WALTERS WHOLESALE ELECTRIC CO	S118781598 S119286577	BLDG MAINT SUPPLIES BLDG MAINT SUPPLIES	324.60 186.12
					Total :	510.72
165489	11/23/2021	111892	WASSIM, ABDOU	CIT #366125891	REFUND - CITATION DOUBLE PAID	47.00
					Total :	47.00
165490	11/23/2021	101195	WASTE RESOURCES GARDENA	111821	WASTE COLLECTION	257,560.13
					Total :	257,560.13
165491	11/23/2021	110139	WEDLOW BENJAMIN, EVETTE	110221	PURCHASE REIMBURSEMENT - LINE 7	213.33
					Total :	213.33
165492	11/23/2021	123146	WEST BASIN WATER ASSOCIATION	211025-7	ANNUAL MEMBERSHIP DUES FY 2021-	500.00
					Total :	500.00
165493	11/23/2021	119387	WEX BANK	75666549	FUEL PURCHASES	108.15

Bank code : usb

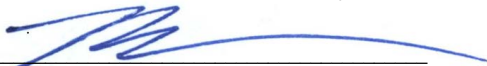
Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
165493	11/23/2021	119387 WEX BANK	(Continued)		Total :	108.15
165494	11/23/2021	123050 WILLIAMS SCOTSMAN, INC.	9011138026	035-01105	MODULAR BUILDING RENTAL - AUGUS	2,212.87
			9011397365	035-01105	MODULAR BUILDING RENTAL - SEPT 21	2,212.87
					Total :	4,425.74
165495	11/23/2021	105568 WORTHY, PATRICIA	FEBRUARY 2020		VOLUNTEER DRIVER	10.00
			OCT 2021		VOLUNTEER DRIVER	20.00
			OCTOBER 2021		VOLUNTEER DRIVER	15.00
			SEPT 2021		VOLUNTEER DRIVER	10.00
			SEPTEMBER 2021		VOLUNTEER DRIVER	10.00
					Total :	65.00
165496	11/23/2021	125001 YAMADA COMPANY, INC.	81359		PARK MAINT SUPPLIES	49.00
					Total :	49.00
165497	11/23/2021	107051 ZAVALETA, MARITZA	OCTOBER 2021		CHILD CARE PROVIDER	2,871.00
					Total :	2,871.00
157 Vouchers for bank code : usb						Bank total : 1,051,226.68
157 Vouchers in this report						Total vouchers : 1,051,226.68

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
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CLAIMS VOUCHER APPROVAL

I hereby certify that the demands or claims covered by the checks listed on pages 1 to 16 inclusive of the check register are accurate and funds are available for payment thereof.

By: 
Director of Administrative Services

This is to certify that the claims or demands covered by checks listed on pages 1 to 16 inclusive of the check register have been audited by the City Council of the City of Gardena and that all of the said checks are approved for payment except check numbers:

Mayor 11/23/2021
Date

Councilmember Date

Councilmember Date

Acknowledged:

Councilmember Date

Councilmember Date

MEMORANDUM

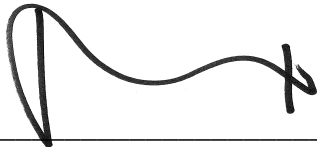
TO: Honorable Mayor and City Council
FROM: City Treasurer's Office
DATE: December 9, 2021
SUBJECT: WARRANT REGISTER
PAYROLL REGISTER

December 14, 2021 TOTAL WARRANTS ISSUED: \$6,543,638.29

Wire Transfer: 12085-12098
Prepay: 165498-165506
Check Numbers: 165507-165661
Checks Voided:

Total Pages of Register: 20

December 3, 2021 TOTAL PAYROLL ISSUED: \$1,597,301.49



for J. Ingrid Tsukiyama, City Treasurer

cc: City Clerk

vchlist
12/09/2021 3:58:43PM

Voucher List
CITY OF GARDENA

Page: 1

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
12085	11/18/2021	104058 ADMINSURE INC.	111521		WORKERS' COMP CLAIMS	22,961.47
					Total :	22,961.47
12086	11/18/2021	111894 HEALTHNOW ADMINISTRATIVE, SERVICES	U4702		HEALTH INSURANCE CLAIMS	830.40
					Total :	830.40
12087	11/18/2021	106110 ADVANCED BENEFIT SOLUTIONS, LLC	111521		HEALTH INSURANCE CLAIMS	45,608.82
					Total :	45,608.82
12088	11/22/2021	111894 HEALTHNOW ADMINISTRATIVE, SERVICES	U4703		HEALTH INSURANCE CLAIMS	1,093.59
					Total :	1,093.59
12089	11/23/2021	104058 ADMINSURE INC.	112321		WORKERS' COMP CLAIMS	53,069.87
					Total :	53,069.87
12090	11/24/2021	111894 HEALTHNOW ADMINISTRATIVE, SERVICES	NOVEMBER 2021		HEALTH, DENTAL & LIFE INSURANCE	113,071.15
					Total :	113,071.15
12091	11/10/2021	106975 SHERATON GATEWAY HOTEL	110421	037-10088	GTRANS 2021 AWARDS CELEBRATION	3,703.83
					Total :	3,703.83
12092	11/3/2021	107229 GARDENA POLICE DEPARTMENT	110421		SPECIAL OPERATIONS ACCOUNT FUNI	1,500.00
					Total :	1,500.00
12093	12/2/2021	104058 ADMINSURE INC.	120121		WORKERS' COMP CLAIMS	30,531.39
					Total :	30,531.39
12094	12/2/2021	419630 U.S. BANK	1867665		2006 COPS REFINANCING PROJECT SI	209,423.50
					Total :	209,423.50
12095	12/2/2021	111894 HEALTHNOW ADMINISTRATIVE, SERVICES	DECEMBER 2021		HEALTH & DENTAL INSURANCE	108,105.69
					Total :	108,105.69
12096	12/3/2021	106330 FIDELITY NATIONAL TITLE, INSURANCE COMI	113021		2501 W. ROSECRANS AVE - ACQUISITIC	3,402,326.31
					Total :	3,402,326.31
12097	12/6/2021	402609 BANK OF NEW YORK, THE	112921		SBRPCA REVENUE BONDS 2007 SERIE	151,162.30

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Voucher List
CITY OF GARDENA

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
12097	12/6/2021	402609 402609 BANK OF NEW YORK, THE	(Continued)			Total : 151,162.30
12098	12/8/2021	111894 HEALTHNOW ADMINISTRATIVE, SERVICES	120821		HEALTH INSURANCE CLAIMS	24,603.86
					Total :	24,603.86
165498	11/23/2021	111903 LEE, PATRICIA	3020273		FINAL SETTLEMENT - P.LEE V. GARDE	1,500.00
					Total :	1,500.00
165499	11/30/2021	103358 DOWNTOWN LA LAW GROUP, LLP	18-42PW		FINAL SETTLEMENT	20,000.00
					Total :	20,000.00
165500	12/2/2021	110853 JONES & MAYER	105740	020-00034	ATTORNEY SERVICES	10,182.20
					Total :	10,182.20
165501	12/2/2021	110853 JONES & MAYER	105741-49, 105751-63		ATTORNEY SERVICES	28,843.09
					Total :	28,843.09
165502	12/2/2021	109723 DOUGLAS/HICKS LAW, APC TRUST	18-32PD		FINAL SETTLEMENT	467,367.18
					Total :	467,367.18
165503	12/2/2021	111904 LAW OFFICES OF MARTINIAN, & ASSOCIATES	18-32PD		FINAL SETTLEMENT	25,000.00
					Total :	25,000.00
165504	12/2/2021	111905 MUTUAL OF OMAHA STRUCTURED, SETTLEM	18-32PD		FINAL SETTLEMENT	832,632.18
					Total :	832,632.18
165505	12/2/2021	107586 CHAUNCY, STEVE	71221		RADAR/LASER OPERATOR COURSE - 1	140.00
					Total :	140.00
165506	12/2/2021	111906 LAW OFFICES OF HAYTHAM FARAJ	18-32PD		FINAL SETTLEMENT	250,000.00
					Total :	250,000.00
165507	12/14/2021	111853 ACCESS	9075418		PD SHREDDING SERVICES	100.00
					Total :	100.00
165508	12/14/2021	101748 AFTERMARKET PARTS COMPANY LLC, THE	82524796	037-10048	GTRANS AUTO PARTS	343.29
			82524975	037-10048	GTRANS AUTO PARTS	2,896.13
			82529691		GTRANS AUTO PARTS	459.49

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
165508	12/14/2021	101748 AFTERMARKET PARTS COMPANY LLC, THE	(Continued)			
				037-10048		
			82531259	037-10048	GTRANS AUTO PARTS	80.49
			82532209	037-10048	GTRANS AUTO PARTS	2,208.31
			82532309	037-10048	GTRANS AUTO PARTS	301.14
			82532310		GTRANS AUTO PARTS	50.47
				037-10048		
			82533299		GTRANS AUTO PARTS	1,378.44
				037-10048		
			82539208	037-10048	GTRANS AUTO PARTS	489.80
			82541462	037-10048	GTRANS AUTO PARTS	158.58
					Total :	8,366.14
165509	12/14/2021	110267 ALLIANT CONSULTING INC.	13216	037-10068	LABOR COMPLIANCE MONITORING & E	2,152.50
					Total :	2,152.50
165510	12/14/2021	110183 ALLIANT INSURANCE SERVICES, INC.	1817722		SPECIAL EVENT LIABILITY INSURANCE	325.00
					Total :	325.00
165511	12/14/2021	110028 ANSER ADVISORY MANAGEMENT LLC	2125	037-10036	PROJECT MANAGEMENT SUPPORT- EI	3,080.00
					Total :	3,080.00
165512	12/14/2021	101628 AQUA-FLO SUPPLY	1832902		PARK MAINT SUPPLIES	323.12
					Total :	323.12
165513	12/14/2021	104687 AT&T	17331004		TELEPHONE	377.35
			17331005		TELEPHONE	435.11
			17331315		TELEPHONE	13,693.95
			17334124		TELEPHONE	510.81
			17362013		TELEPHONE	33.78
			17362014		TELEPHONE	86.41
			17362028		TELEPHONE	33.78
			17362036		TELEPHONE	33.78
			17362037		TELEPHONE	87.52
					Total :	15,292.49
165514	12/14/2021	111170 AT&T FIRSTNET	287290885074X111021		CITYWIDE CELL PHONE ACCT #287290	1,949.63

Voucher List
CITY OF GARDENA

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
165514	12/14/2021	111170 AT&T FIRSTNET	(Continued) 287298156560X111021		COVID-19 FIRSTNET COMMUNICATION	1,632.99
					Total :	3,582.62
165515	12/14/2021	100474 AT&T LONG DISTANCE	111221		TELEPHONE	62.10
					Total :	62.10
165516	12/14/2021	100964 AT&T MOBILITY	828667974X11162021		CM CELL PHONE ACCT #828667974	86.46
					Total :	86.46
165517	12/14/2021	108383 ATKINSON, ANDELSON, LOYA, RUDD & ROMC	634427 637454		PROFESSIONAL SERVICES	7,073.82
					PROFESSIONAL SERVICES	4,835.65
					Total :	11,909.47
165518	12/14/2021	102880 AUTOPLEX, INC.	13312 13350		2015 CHEVY TAHOE #7HED092 CABIN I	80.75
					2021 FORD INTRCPTR #1614731 OIL &	85.02
					Total :	165.77
165519	12/14/2021	105377 BARTEL ASSOCIATES, LLC	21-651	023-01367	ACTUARIAL SERVICES - OPEB VALUAT	3,020.00
					Total :	3,020.00
165520	12/14/2021	104302 BEE N' WASP NEST REMOVAL, SERVICE, LLC	955971		HONEY BEE NEST REMOVAL - HARVAF	124.00
					Total :	124.00
165521	12/14/2021	111511 BEETRONICS B V	4570	035-01106	(14) TOUCHSCREENS FOR PATROL VE	6,566.00
					Total :	6,566.00
165522	12/14/2021	102135 BEHREND, KENT	068	023-01346	IT NETWORK SUPPORT	2,826.25
					Total :	2,826.25
165523	12/14/2021	109530 BENJAMIN, EVETTE	111921		PURCHASE REIMBURSEMENT - LINE 7	84.94
					Total :	84.94
165524	12/14/2021	111751 BLACK AND WHITE EMERGENCY VEH.	4238 4240 4244	037-10087 037-10087	GTRANS VEHICLE SUPPLIES PD VEHICLE SUPPLIES GTRANS VEHICLE SUPPLIES	2,918.09 1,040.66 1,981.18
					Total :	5,939.93

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
165525	12/14/2021	111835 BOB MURRAY & ASSOCIATES	9186	023-01358	EXECUTIVE SEARCH & RECRUITMENT	7,979.75
Total :						7,979.75
165526	12/14/2021	106553 BPS TACTICAL, INC.	21031866		TACTICAL BALLISTIC VEST COVERS	608.79
Total :						608.79
165527	12/14/2021	100140 CALIFORNIA MUNICIPAL REVENUE, & TAX AS: 2111			MEMBERSHIP RENEWAL	150.00
Total :						150.00
165528	12/14/2021	110538 CANNON COMPANY	78423	024-00640	ARTESIA BLVD. STREET IMPROVEMEN	1,075.00
			78444	024-00628	170TH STREET IMPROVEMENT JN944	488.75
Total :						1,563.75
165529	12/14/2021	823003 CARL WARREN & COMPANY	NOVEMBER 2021		CLAIMS MANAGEMENT	884.25
Total :						884.25
165530	12/14/2021	303331 CDTFA	TF500361		MEASURE G TAX IMPLEMENTATION FE	4,643.98
Total :						4,643.98
165531	12/14/2021	108378 CHARLES E. THOMAS COMPANY INC.	81659	037-10045	DESIGNATED OPERATOR SERVICES	200.00
Total :						200.00
165532	12/14/2021	503960 CITY OF GARDENA	FRANCIS 21/22		COMMUNITY PROMOTIONS	100.00
Total :						100.00
165533	12/14/2021	111534 CLEAN ENERGY	CE12450332	037-10056	GTRANS OFFSITE CNG FUELING SERV	48,237.67
Total :						48,237.67
165534	12/14/2021	111416 COLANTUONO, HIGHSMITH &, WHATLEY, PC	49711		LEGAL SERVICES	186.43
Total :						186.43
165535	12/14/2021	110122 COMMANDSTAT ANALYTICS, INC	194		DATABASE MGMT & REPORTING PREP	1,800.00
Total :						1,800.00
165536	12/14/2021	103125 COMPLETE COACH WORKS	80296	037-10084	GTRANS AUTO PARTS	3,218.20
Total :						3,218.20
165537	12/14/2021	102388 COPYLAND, INC.	76962	037-10047	GTRANS COLOR POSTCARDS & ENVEI	268.89

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165537	12/14/2021	102388 COPYLAND, INC.	(Continued)			
			76982	037-10047	GTRANS 47"X80" BANNER	614.05
			77011	037-10047	GTRANS - COLOR POSTCARDS	165.63
					Total :	1,048.57
165538	12/14/2021	105781 CORDOVA & ASSOCIATES	21020		GTRANS PROMOTIONAL ITEMS	1,998.41
					Total :	1,998.41
165539	12/14/2021	102791 CPAC, INC.	1293643	023-01359	CISCO FIREPOWER 1150 FIREWALL	9,146.49
			1293721	023-01368	ADOBE ACROBAT PRO LICENSE RENE	11,693.00
					Total :	20,839.49
165540	12/14/2021	103353 CRM COMPANY, LLC.	LA19301		SCRAP TIRE DISPOSAL FEE	124.50
					Total :	124.50
165541	12/14/2021	105951 DECALS BY DESIGN, INC.	16263		GTRANS BUS DECALS	581.30
					Total :	581.30
165542	12/14/2021	303459 DEPARTMENT OF JUSTICE	541996		FINGERPRINT APPS - OCTOBER 2021	3,003.00
					Total :	3,003.00
165543	12/14/2021	312117 DEPARTMENT OF WATER & POWER	112221		LIGHT & POWER	94.60
					Total :	94.60
165544	12/14/2021	105418 EMPIRE CLEANING SUPPLY	S4953631		PPE COVID-19 EMERGENCY SUPPLIES	1,148.47
			S4953631.002		PPE COVID-19 EMERGENCY SUPPLIES	719.72
					Total :	1,868.19
165545	12/14/2021	106459 ENTERPRISE FM TRUST	FBN4353947	023-01347	ENTERPRISE LEASE - DECEMBER 202	5,244.34
			FBN4353972	023-01347	ENTERPRISE LEASE - DECEMBER 202	18,723.36
					Total :	23,967.70
165546	12/14/2021	101676 ENVIRONMENTAL SYSTEMS RESEARCH	94109360		ARCGIS SINGLE USE SOFTWARE LICEN	900.00
					Total :	900.00
165547	12/14/2021	109426 ESPINOSA, VANESSA	11/15-11/26/21		PROFESSIONAL SERVICES - CASE WC	1,008.00
					Total :	1,008.00

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165548	12/14/2021	105650 EWING IRRIGATION PRODUCTS	15583948		PARK MAINT SUPPLIES	795.51
Total :						795.51
165549	12/14/2021	100055 FAIR HOUSING FOUNDATION	OCTOBER 2021		CDBG CONSULTANT	1,737.81
Total :						1,737.81
165550	12/14/2021	106129 FEDEX	7-526-36968		SHIPPING SERVICES	78.80
			7-563-97858		SHIPPING SERVICES	51.09
			9-612-48274		SHIPPING SERVICES	4.73
Total :						134.62
165551	12/14/2021	106330 FIDELITY NATIONAL TITLE, INSURANCE COMI	048234		PRIMM POOL PRELIMINARY TITLE REF	1,000.00
Total :						1,000.00
165552	12/14/2021	112566 GALLS, LLC	BC1473545		PD UNIFORM SUPPLIES	214.99
			BC1478602		PD UNIFORM SUPPLIES	890.81
			BC1480421		PD UNIFORM SUPPLIES	1,127.43
			BC1482110		PD UNIFORM SUPPLIES	851.82
			BC1482112		PD UNIFORM SUPPLIES	1,127.43
			BC1482113		PD UNIFORM SUPPLIES	1,127.43
			BC1483142		PD UNIFORM SUPPLIES	214.99
			BC1485364		PD UNIFORM SUPPLIES	851.82
Total :						6,406.72
165553	12/14/2021	107008 GARDENA A/C & RADIATOR	51852		2015 FORD F350 #1469598 A/C EVACUA	595.63
Total :						595.63
165554	12/14/2021	108183 GARDENA ACE HARDWARE	81697		STREET MAINT SUPPLIES	17.99
Total :						17.99
165555	12/14/2021	107030 GARDENA AUTO PARTS	144195		PW AUTO PARTS	34.72
			144777		PW AUTO PARTS	248.03
			145106		SEWER PROGRAM SUPPLIES	230.55
			145162		SEWER PROGRAM SUPPLIES	21.92
			145166		SEWER PROGRAM SUPPLIES	222.77
			145167		SEWER PROGRAM SUPPLIES	365.94
			145178		SEWER PROGRAM SUPPLIES	104.85
			145258		PW AUTO PARTS	53.03

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
165555	12/14/2021	107030 GARDENA AUTO PARTS	(Continued) 145259 145498		PW AUTO PARTS PW AUTO PARTS	47.10 153.14
					Total :	1,482.05
165556	12/14/2021	107080 GARDENA BEAR WHEEL	56440		GMC C7500 #1250503 WHEEL ALIGNME	480.00
					Total :	480.00
165557	12/14/2021	619005 GAS COMPANY, THE	120321		GAS	8,386.65
					Total :	8,386.65
165558	12/14/2021	100640 GNA-BROOK FIRE PROTECTION INC.	20078403		FIRE EXTINGUISHER SERVICE	636.24
					Total :	636.24
165559	12/14/2021	619004 GOLDEN STATE WATER CO.	112321		WATER	20,290.26
					Total :	20,290.26
165560	12/14/2021	107284 GOLDEN WEST COLLEGE	RBC 165-1125		RANGE FEES - RBC CLASS 165	93.75
					Total :	93.75
165561	12/14/2021	110395 GOLDMAN, RODERICK	11/07-11/10		APTA CONFERENCE & EXPO 2021 -	114.45
					Total :	114.45
165562	12/14/2021	107513 GRAINGER	9089690094 9114715387 9119690882 9120826095 9121167416		BUS FACILITY SUPPLIES BUS FACILITY SUPPLIES BUS FACILITY SUPPLIES BUS FACILITY SUPPLIES BUS FACILITY SUPPLIES	137.77 1,041.63 120.68 117.13 38.65
					Total :	1,455.86
165563	12/14/2021	108012 H&H AUTO PARTS WHOLESALE	1IN0461472		PW AUTO PARTS	809.61
					Total :	809.61
165564	12/14/2021	111901 HERNANDEZ, CARMEN	PERMIT #16995		PERMIT DEPOSIT REFUND - ROSECRA	500.00
					Total :	500.00
165565	12/14/2021	111549 HF & H CONSULTANTS, LLC	9718745		CONSULTING SERVICES - SOLID WAS1	2,433.50

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165565	12/14/2021	111549 HF & H CONSULTANTS, LLC	(Continued)		Total :	2,433.50
165566	12/14/2021	108662 HIRO'S TRANSMISSION, INC.	12590		2006 CHEVY SILVERADO #1261054 TR	402.51
					Total :	402.51
165567	12/14/2021	108434 HOME DEPOT CREDIT SERVICES	0323980		HOME IMPROVEMENT PROGRAM	13.62
			1122707		GTRANS MAINT SUPPLIES	193.60
			3023556		GTRANS MAINT SUPPLIES	99.38
			4223516		CUSTODIAL SUPPLIES	38.49
			4900574		REC PROGRAM SUPPLIES	319.35
			5271950		CUSTODIAL SUPPLIES	219.40
			6200272		GTRANS MAINT SUPPLIES	1,101.40
			7831121		GTRANS MAINT SUPPLIES	82.93
			8533111		SIGNS/SIGNALS SUPPLIES	74.88
			8533112		SIGNS/SIGNALS SUPPLIES	211.79
			8541458		CUSTODIAL SUPPLIES	19.45
			8903720		WINTER WONDERLAND EVENT SUPPL	33.31
					Total :	2,407.60
165568	12/14/2021	111593 INTER-CON SECURITY SYSTEMS INC	BD0061020	037-09992	GTRANS SECURITY SERVICES - OCTO	7,154.80
			BD0061021	037-09992	GTRANS SECURITY SERVICES - OCTIE	793.38
			BD0061022		REC SECURITY SERVICES- OCTOBER	1,731.00
			BD0061023		REC SECURITY SERVICES- OCTOBER	432.75
					Total :	10,111.93
165569	12/14/2021	106714 INTERSTATE BATTERIES OF, CALIFORNIA CO.	130100670		GTRANS AUTO PARTS	1,603.45
			130101113		GTRANS AUTO PARTS	438.03
			130101215		GTRANS AUTO PARTS	547.53
			130101476		GTRANS AUTO PARTS	438.03
					Total :	3,027.04
165570	12/14/2021	108579 J.D. FIELDS LUMBER COMPANY	2300		STREET MAINT SUPPLIES	16.91
					Total :	16.91
165571	12/14/2021	110866 JA SALAZAR CONSTRUCTION	PERMIT #16973		PERMIT DEPOSIT REFUND - ROSECRA	2,000.00
					Total :	2,000.00
165572	12/14/2021	108555 JALISCO TIRE & AUTO REPAIR	112721		(3) BALANCE	45.00

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165572	12/14/2021	108555 108555 JALISCO TIRE & AUTO REPAIR	(Continued)			Total : 45.00
165573	12/14/2021	110853 JONES & MAYER	106385	020-00034	ATTORNEY SERVICES	10,182.20
			106387		ATTORNEY SERVICES	224.51
			106388		ATTORNEY SERVICES	91.78
			106390		ATTORNEY SERVICES	830.70
			106392		ATTORNEY SERVICES	468.60
			106393		ATTORNEY SERVICES	63.90
			106394		ATTORNEY SERVICES	1,725.30
			106395		ATTORNEY SERVICES	575.10
			106396		ATTORNEY SERVICES	597.43
			106398		ATTORNEY SERVICES	149.10
			106399		ATTORNEY SERVICES	311.71
			106400		ATTORNEY SERVICES	6,182.17
			106402		ATTORNEY SERVICES	51.95
			106404		ATTORNEY SERVICES	527.66
			106405		ATTORNEY SERVICES	5,688.69
			106407		ATTORNEY SERVICES	4,813.80
			106408		ATTORNEY SERVICES	45.72
			106409		ATTORNEY SERVICES	106.50
					Total :	32,636.82
165574	12/14/2021	111881 JONES, CHRISTOPHER	11/07-11/10		APTA CONFERENCE & EXPO - SHUTTL	62.72
					Total :	62.72
165575	12/14/2021	110385 KIMLEY-HORN AND ASSOCIATES, INC	194091009-1021	032-00097	DEVELOPMENT SERVICES - WESTERN	5,321.53
					Total :	5,321.53
165576	12/14/2021	111517 KIRK'S AUTOMOTIVE INC.	1055124		GTRANS SHOP SUPPLIES	200.54
			1055182		GTRANS SHOP SUPPLIES	22.00
					Total :	222.54
165577	12/14/2021	111260 KJOS, BARBARA JEAN	NOVEMBER 2021		GARDENA FAMILY CHILD CARE PROG	1,305.00
					Total :	1,305.00
165578	12/14/2021	312113 L.A. COUNTY SHERIFF'S DEPT	221028SG		INMATE MEAL DELIVERY PROGRAM - C	820.19
					Total :	820.19

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165579	12/14/2021	109939 LA UNIFORMS & TAILORING	10474		PD UNIFORM SUPPLIES	631.18
			10477		PD UNIFORM SUPPLIES	380.03
			10624		PD UNIFORM SUPPLIES	545.35
					Total :	1,556.56
165580	12/14/2021	112014 LAKESHORE LEARNING MATERIALS	347960110821	331-00058	FCC PROGRAM SUPPLIES	723.98
					Total :	723.98
165581	12/14/2021	105874 LAWSON PRODUCTS, INC.	93088946727		BUS SHOP SUPPLIES	19.65
					Total :	19.65
165582	12/14/2021	110920 LIBERTY MANUFACTURING, INC	414		PD RANGER SERVICES	2,627.76
					Total :	2,627.76
165583	12/14/2021	112260 LIEBERT CASSIDY WHITMORE	208518		LEGAL SERVICES	1,850.00
					Total :	1,850.00
165584	12/14/2021	105279 LOS ANGELES TRUCK CENTERS LLC	XA220353051		STREET SWEEPING SUPPLIES	835.12
					Total :	835.12
165585	12/14/2021	112615 LU'S LIGHTHOUSE, INC.	01207429	037-10063	GTRANS SHOP SUPPLIES	98.89
			01207490	037-10063	GTRANS SHOP SUPPLIES	49.28
					Total :	148.17
165586	12/14/2021	109203 MAKAI SOLUTIONS	SD539	037-10042	FACILITIES & EQUIPMENT MAINTENAN	1,026.23
			SD567	037-10042	FACILITIES & EQUIPMENT MAINTENAN	3,881.86
			SD572	037-10042	FACILITIES & EQUIPMENT MAINTENAN	3,128.00
					Total :	8,036.09
165587	12/14/2021	113003 MARTIN CHEVROLET	811500		PW AUTO PARTS	328.06
			811501		SEWER PROGRAM SUPPLIES	690.20
			811591		SEWER PROIGRAM SUPPLIES	106.72
					Total :	1,124.98
165588	12/14/2021	110784 MD AUTOBODY	1380	037-10075	GTRANS BUS REPAIRS	4,618.00
					Total :	4,618.00
165589	12/14/2021	111825 MEDIA SOLUTIONS	204934	037-10076	LINE 7X MARKETING & COORDINATION	3,518.00

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165589	12/14/2021	111825 111825 MEDIA SOLUTIONS	(Continued)		Total :	3,518.00
165590	12/14/2021	108699 MEZIERE ENTERPRISES INC.	82211		ELECTRIC WATER PUMP	635.96
					Total :	635.96
165591	12/14/2021	109331 MGT OF AMERICA CONSULTING, LLC	41855		SB 90 CLAIMS SERVICES	1,725.00
					Total :	1,725.00
165592	12/14/2021	110206 MICHELIN NORTH AMERICA, INC.	DA0048932170	037-10059	GTRANS' BUS TIRE LEASE SERVICES -	5,697.24
					Total :	5,697.24
165593	12/14/2021	111604 MICRO ELECTRONICS, INC	11553855	023-01349	COMPUTER REPLACEMENT PARTS	3,237.00
			11605031	023-01349	COMPUTER REPLACEMENT PARTS	6,139.38
			11605052	023-01349	COMPUTER REPLACEMENT PARTS	3,772.15
					Total :	13,148.53
165594	12/14/2021	110273 MIXONE SOUND	2543	037-10093	GTRANS AWARDS 2021 - A/V EQUIPME	3,400.00
					Total :	3,400.00
165595	12/14/2021	103093 MOBILE RELAY ASSOCIATES, INC.	80017276	037-10050	GTRANS BUS RADIO SYSTEM RENTAL	11,059.49
			80017277	037-10050	GTRANS BUS RADIO SYSTEM RENTAL	271.53
					Total :	11,331.02
165596	12/14/2021	109056 MULTICARD	30401		PD PROGRAM SUPPLIES	329.16
					Total :	329.16
165597	12/14/2021	113605 MUTUAL LIQUID GAS & EQUIPMENT, CO., INC	562912		PROPANE GAS	602.57
					Total :	602.57
165598	12/14/2021	105622 N/S CORPORATION	0108476	037-10060	GTRANS BUS WASH EQUIPMENT MAIN	550.00
					Total :	550.00
165599	12/14/2021	111819 NATIONAL GEAR REPAIR INC.	10716	037-10086	GTRANS AUTO PARTS	8,051.25
					Total :	8,051.25
165600	12/14/2021	110575 OCCUPATIONAL HEALTH CENTERS, OF CALIF	73243001		RANDOM BAT & PHYSICAL RECERTIFI	907.50
			73313573		RANDOM BAT & PHYSICAL RECERTIFI	800.50
			73391709		PHYSICAL RECERTIFICATION	1,214.00

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165600	12/14/2021	110575 OCCUPATIONAL HEALTH CENTERS, OF CALIF	(Continued) 73533562 I23-0943419243		PRE-EMPLOYMENT PHYSICAL FIRST AID SERVICES FOLLOW-UP Total :	1,239.00 147.04 4,308.04
165601	12/14/2021	115168 OFFICE DEPOT	209800510 209810058 209810060 210679500 211076810		PD OFFICE SUPPLIES PD OFFICE SUPPLIES PD OFFICE SUPPLIES FCC OFFICE SUPPLIES PD OFFICE SUPPLIES Total :	145.45 53.12 61.10 90.38 33.22 383.27
165602	12/14/2021	108921 OMEGA POLYGRAPH	01800	035-01122	POLYGRAPH SERVICES Total :	4,050.00 4,050.00
165603	12/14/2021	111358 O'REILLY AUTO PARTS	170938 171949 174130		GTRANS AUTO PARTS GTRANS AUTO PARTS GTRANS AUTO PARTS Total :	204.49 121.72 99.11 425.32
165604	12/14/2021	115810 ORKIN PEST CONTROL	222790097 222793731		PEST CONTROL - ACCT #27336703 PEST CONTROL - ACCT #27336703 Total :	237.00 237.00 474.00
165605	12/14/2021	100663 OVERLAND PACIFIC & CUTLER, INC	2110114		PROFESSIONAL SERVICES Total :	405.00 405.00
165606	12/14/2021	110403 PENN RECORDS MANAGEMENT	0126941		OFF-SITE STORAGE SERVICES - NOVE Total :	54.25 54.25
165607	12/14/2021	119271 PENSKE CHEVROLET	267418		GTRANS AUTO PARTS Total :	307.10 307.10
165608	12/14/2021	307101 PETTY CASH FUND	09/09-12/07/21		REPLENISH PETTY CASH Total :	903.90 903.90
165609	12/14/2021	108600 PHOENIX GROUP INFORMATION, SYSTEMS	102021211	035-01103	PARKING CONTRACT SERVICES - OCT	10,269.39

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165609	12/14/2021	108600 108600 PHOENIX GROUP INFORMATION, SYSTE	(Continued)		Total :	10,269.39
165610	12/14/2021	105574 PINNACLE PETROLEUM, INC.	0263497	037-10038	87 OCTANE REGULAR UNLEADED CAR	33,515.80
					Total :	33,515.80
165611	12/14/2021	105574 PINNACLE PETROLEUM, INC.	0263496	037-10038	87 OCTANE REGULAR UNLEADED CAR	33,508.10
					Total :	33,508.10
165612	12/14/2021	111814 PLAYER ATHLETICS	INV11156		GTRANS PROMOTIONAL ITEMS	538.00
					Total :	538.00
165613	12/14/2021	102677 PROVIDENCE HEALTH & SERVICES	1010125 11/05/21		SART EXAMS	3,060.00
			600000283 11/05/21		PRE-EMPLOYMENT PHSICAL EXAMS	685.00
					Total :	3,745.00
165614	12/14/2021	106092 PRUDENTIAL OVERALL SUPPLY	42658362		UNIFORM & SUPPLY RENTAL	296.00
			42663743	034-00508	CUSTODIAL SUPPLIES	3,937.91
			42669711	034-00508	CUSTODIAL SUPPLIES	673.22
			42671573	034-00508	CUSTODIAL SUPPLIES	733.19
			42673696	034-00508	CUSTODIAL SUPPLIES	2,033.39
			42675104	034-00508	CUSTODIAL SUPPLIES	251.01
			42675105		UNIFORM & SUPPLY RENTAL	152.62
			42675106		UNIFORM & SUPPLY RENTAL	50.54
			42675107		SUPPLY RENTAL - MATS - GTRANS	50.10
			42675108		SUPPLY RENTAL - MATS - NCC	13.65
			42675109		SUPPLY RENTAL - MATS - CH	19.00
			42675110		SUPPLY RENTAL - MATS - PD	91.60
			42675111		SUPPLY RENTAL - MATS - HS	11.60
			42675605		UNIFORM & SUPPLY RENTAL	271.30
			42677281	034-00508	CUSTODIAL SUPPLIES	798.45
			42677282		UNIFORM & SUPPLY RENTAL	152.62
			42677283		UNIFORM & SUPPLY RENTAL	47.16
			42677284		SUPPLY RENTAL - MATS - GTRANS	50.10
			42679379		UNIFORM & SUPPLY RENTAL	149.23
			42679380		UNIFORM & SUPPLY RENTAL	47.16
			42679381		SUPPLY RENTAL - MATS - GTRANS	50.10
			42679382		SUPPLY RENTAL - MATS - NCC	13.65

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Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
165614	12/14/2021	106092 PRUDENTIAL OVERALL SUPPLY	(Continued)			
			42679383		SUPPLY RENTAL - MATS - CH	19.00
			42679384		SUPPLY RENTAL - MATS - PD	91.60
			42679385		SUPPLY RENTAL - MATS - HS	11.60
			42679792		UNIFORM & SUPPLY RENTAL	271.30
			42681693	034-00508	CUSTODIAL SUPPLIES	1,300.51
			42681699		UNIFORM & SUPPLY RENTAL	199.61
			42681700		SUPPLY RENTAL - MATS - GTRANS	50.10
					Total :	11,837.32
165615	12/14/2021	116820 PSOMAS	178580	037-09987	GTRANS DESIGN BUILD CONSTRUCTIO	2,684.00
					Total :	2,684.00
165616	12/14/2021	107419 PULSAR	27840	037-10039	MARKETING SERVICES - NEW SERVIC	1,563.25
			27841	037-10039	MARKETING SERVICES - NEW SERVIC	2,487.50
					Total :	4,050.75
165617	12/14/2021	108623 PUN GROUP LLP, THE	113144	023-01350	AUDIT SERVICES DURING FY 2021-202	6,242.00
					Total :	6,242.00
165618	12/14/2021	117603 QUALITY MEDICAL SERVICE	23605	037-10033	BUS FIRST AID SUPPLIES	567.13
					Total :	567.13
165619	12/14/2021	111574 RACE COMMUNICATIONS	RC595513	023-01351	FIBER INTERNET SERVICES - DECEME	5,589.00
					Total :	5,589.00
165620	12/14/2021	100147 RCI IMAGE SYSTEMS	76845		MICROFICHE SCANNING - BUILDING PI	1,895.71
			76846		MICROFICHE SCANNING - 1600-166TH	66.76
			76848		MICROFICHE SCANNING - 15306 CHAN	60.64
			76850		MICROFICHE SCANNING - 1908 REDON	66.15
					Total :	2,089.26
165621	12/14/2021	717819 REDDY, KIMBERLY R.	AUG-NOV 2021		MSW FIELD SUPERVISION	1,442.61
					Total :	1,442.61
165622	12/14/2021	105768 REPAIR MACHINE & ENG., INC.	219426		REPAIR ALUMINUM TANK	440.00
					Total :	440.00

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
165623	12/14/2021	118476 RICOH USA, INC.	1087638378		RICOH DD6650P COPIER SUPPLIES - B	39.75
			35464954		RICOH MPC3503 COPIER LEASE - LATE	6.29
			9029143913		RICOH MPC3503 COPIER LEASE - CM -	246.46
			9029143917		RICOH MPC3503 COPIER LEASE - CLEI	175.70
			9029143918		RICOH MPC3503 COPIER LEASE - CD~	236.10
			9029143920		RICOH PRO8100SE COPIER LEASE - PI	459.79
			9029143921		RICOH PRO8100S COPIER BASE LEAS	738.33
			9029156288		RICOH MPC3503 COPIER LEASE - CHIE	147.04
			9029156289		RICOH MPC6003 COPIER LEASE - PD S	228.83
					Total :	2,278.29
165624	12/14/2021	111495 ROBINSON-PASSLEY, SHARON	DECEMBER 2021		COBRA REIMBURSEMENT	588.25
					Total :	588.25
165625	12/14/2021	110205 ROSS & BARUZZINI, INC.	47592	037-09885	CONSULTING SERVICES FOR SCHEDU	4,800.00
			47593	037-09901	CONSULTING SERVICES FOR MACRO	2,909.63
					Total :	7,709.63
165626	12/14/2021	100872 RYDIN	387265		BUSINESS LICENSE PERMITS	801.61
					Total :	801.61
165627	12/14/2021	119126 S.B.R.P.C.A.	04086	023-01326	Q1 FY2022 - PD VEHICLE BUILD OUT	18,306.79
					Total :	18,306.79
165628	12/14/2021	119022 SAFE MART OF SOUTHERN, CALIFORNIA, INC	92961		PARK MAINT SUPPLIES	60.35
			92969		PD PROGRAM SUPPLIES	109.15
			92991		GTRANS MAINT SUPPLIES	7.72
			93041		PD PROGRAM SUPPLIES	28.67
					Total :	205.89
165629	12/14/2021	104451 SELECT ADVANTAGE	10347053		TRANSIT COACH OPERATOR ASSESSM	550.00
					Total :	550.00
165630	12/14/2021	107006 SHAMROCK COMPANIES	2546749		PARK MAINT SUPPLIES	36.34
					Total :	36.34
165631	12/14/2021	108955 SHERWIN INDUSTRIES INC.	SS089600		RECALIBRATE BRAKE CHECK TOOL	405.00

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
165631	12/14/2021	108955 108955 SHERWIN INDUSTRIES INC.	(Continued)		Total :	405.00
165632	12/14/2021	119233 SHERWIN-WILLIAMS CO.	1013-4		GRAFFITI ABATEMENT SUPPLIES	41.37
			1139-7		STREET MAINT SUPPLIES	153.80
					Total :	195.17
165633	12/14/2021	109918 SHIGE'S FOREIGN CAR SERVICE	8089752		2014 FORD INTRCPTR #1442350 SERVI	379.07
			8089794		2018 FORD INTRCPTR #1554676 SERVI	330.58
			8089820		2018 NISSAN FRONTIER #1529609 BRA	375.60
					Total :	1,085.25
165634	12/14/2021	119248 SIDEBOTHAM, RICHARD	08987		MONTHLY SERVICE - COUNTING MACH	500.00
					Total :	500.00
165635	12/14/2021	119361 SMART & FINAL IRIS CO.	10505		REC PROGRAM SUPPLIES	63.92
			2003		REC PROGRAM SUPPLIES	257.38
			20602		REC PROGRAM SUPPLIES	36.94
			53302		REC PROGRAM SUPPLIES	15.25
			59001		REC PROGRAM SUPPLIES	63.39
					Total :	436.88
165636	12/14/2021	119447 SOUTH BAY FORD	356801		GTRANS AUTO PARTS	618.50
			358382		GTRANS AUTO PARTS	110.97
			507029		2017 FORD TRUCK BRAKE SERVICE &	731.93
					Total :	1,461.40
165637	12/14/2021	619003 SOUTHERN CALIFORNIA EDISON	120121		LIGHT & POWER	68,815.71
					Total :	68,815.71
165638	12/14/2021	111758 SOUTHERN COMPUTER WAREHOUSE, INC	703167		COMPUTER REPLACEMENT PARTS	116.69
					Total :	116.69
165639	12/14/2021	103202 SOUTHERN COUNTIES LUBRICANTS, LLC	154422		DELO GEAR EP5 80W90	2,191.72
					Total :	2,191.72
165640	12/14/2021	108238 SPARKLETTS	14211220 110321		DRINKING WATER FILTRATION SYSTEM	49.99
					Total :	49.99

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
165641	12/14/2021	104126 SPECTRUM SOLUTIONS	0851122111221		CABLE SERVICES - PD	68.75
Total :						68.75
165642	12/14/2021	119548 ST. JOHN LUTHERAN CHURCH	DECEMBER 2021		SENIOR CITIZENS DAY CARE	900.00
Total :						900.00
165643	12/14/2021	111487 TERACAI CORPORATION	8080240	023-01365	(15) CISCO ACCESS POINTS	12,943.87
			8080249	023-01364	CISCO MERAKI MS355-L3 NETWORK S	10,437.95
Total :						23,381.82
165644	12/14/2021	110238 TIREHUB, LLC	23466582		TIRES - GY EAGLE RS A POLICE BW 10	622.53
			24122471		TIRES - GY WRL FORTITUDE HT BW 11	118.38
Total :						740.91
165645	12/14/2021	109775 TOMS TRUCK CENTER NORTH COUNTY	1247416	037-10052	GTRANS AUTO PARTS	190.16
Total :						190.16
165646	12/14/2021	111863 TRACE3	INV1567732	023-01361	COHESITY DATA BACKUP SERVICES R	11,071.52
Total :						11,071.52
165647	12/14/2021	111481 TRIO COMMUNITY MEALS, LLC	INV2230001724	034-00480	SENIOR FEEDING PROGRAM	11,060.28
			INV2230001966	034-00480	SENIOR FEEDING PROGRAM	11,510.47
Total :						22,570.75
165648	12/14/2021	111481 TRIO COMMUNITY MEALS, LLC	INV2230002208	034-00480	SENIOR FEEDING PROGRAM	11,004.42
Total :						11,004.42
165649	12/14/2021	109900 U.S. BANK CORPORATE PAYMENT, SYSTEMS	RECREATION 10/22/21		CAL CARD STATEMENT 09/23-10/22/21	9,673.74
			WARD 10/22/21		CAL CARD STATEMENT 09/23-10/22/21	10,625.64
				020-00038		
Total :						20,299.38
165650	12/14/2021	109900 U.S. BANK CORPORATE PAYMENT, SYSTEMS	GOLDMAN 10/22/21		CAL CARD STATEMENT 09/23-10/22/21	9,298.23
Total :						9,298.23
165651	12/14/2021	109900 U.S. BANK CORPORATE PAYMENT, SYSTEMS	BEEMAN 11/22/21		CAL CARD STATEMENT 10/23-11/22/21	128.44
			CRESPO 10/22/21		CAL CARD STATEMENT 09/23-10/22/21	6,766.24
			FINANCE 11/22/21		CAL CARD STATEMENT 10/23-11/22/21	7,475.45

Voucher List
CITY OF GARDENA

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
165651	12/14/2021	109900 U.S. BANK CORPORATE PAYMENT, SYSTEMS	(Continued)			
			HR 10/22/21		CAL CARD STATEMENT 09/22-10/22/21	763.67
			HR 11/22/21		CAL CARD STATEMENT 10/23-11/22/21	1,637.33
			LEWIS 10/22/21		CAL CARD STATEMENT 09/23-10/22/21	1,478.30
			PD TRAINING 10/22/21		CAL CARD STATEMENT 09/23-10/22/21	976.23
			PD TRNING2 10/22/21		CAL CARD STATEMENT 09/23-10/22/21	2,447.24
			PD TRNING3 10/22/21		CAL CARD STATEMENT 09/23-10/22/21	3,941.86
			PD TRNING4 10/22/21		CAL CARD STATEMENT 09/23-10/22/21	75.77
			PYNN 10/22/21		CAL CARD STATEMENT 09/23-10/22/21	6,783.96
			TSUJIUCHI 10/22/21		CAL CARD STATEMENT 09/23-10/22/21	905.64
					Total :	33,380.13
165652	12/14/2021	104692 ULINE	140400271		BUS SHOP SUPPLIES	81.91
			141168944		BUS SHOP SUPPLIES	451.63
					Total :	533.54
165653	12/14/2021	121407 UPS	649922461 11/13/21		SHIPPING SERVICE CHARGES	213.41
					Total :	213.41
165654	12/14/2021	122050 VERIZON WIRELESS	9890338718		PW CELL PHONE SERVICE	1,017.19
			9891032631		REC CELL PHONE SERVICE	1,151.44
			9892543911		PW CELL PHONE SERVICE	989.67
					Total :	3,158.30
165655	12/14/2021	103841 VILLAGE AUTO SPA	SEP-NOV 2021		CAR WASH	433.90
					Total :	433.90
165656	12/14/2021	109523 WATTS, FRAZIER	11/07-11/10		APTA CONFERENCE & EXPO 2021 - BA	60.00
					Total :	60.00
165657	12/14/2021	104107 WAXIE SANITARY SUPPLY	113021		BUS WASH SUPPLIES	240.79
					Total :	240.79
165658	12/14/2021	100107 WAYNE ELECTRIC CO.	202927		GTRANS AUTO PARTS	625.70
					Total :	625.70
165659	12/14/2021	123050 WILLIAMS SCOTSMAN, INC.	9012281344	035-01105	MODULAR BUILDING RENTAL CPX-804	2,212.87

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
165659	12/14/2021	123050 123050 WILLIAMS SCOTSMAN, INC.	(Continued)			
					Total :	2,212.87
165660	12/14/2021	125001 YAMADA COMPANY, INC.	81436		PARK MAINT SUPPLIES	156.42
			81438		PARKS MAINT SUPPLIES	12.07
					Total :	168.49
165661	12/14/2021	126122 ZEP SALES & SERVICE	9006739906		BUS SHOP SUPPLIES	293.86
			9006820606		BUS SHOP SUPPLIES	277.83
					Total :	571.69
178	Vouchers for bank code : usb				Bank total :	6,543,638.29
178	Vouchers in this report				Total vouchers :	6,543,638.29

Bank code : usb

Voucher	Date	Vendor	Invoice	PO #	Description/Account	Amount
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CLAIMS VOUCHER APPROVAL

I hereby certify that the demands or claims covered by the checks listed on pages 1 to 20 inclusive of the check register are accurate and funds are available for payment thereof.

By: 
Director of Administrative Services

This is to certify that the claims or demands covered by checks listed on pages 1 to 20 inclusive of the check register have been audited by the City Council of the City of Gardena and that all of the said checks are approved for payment except check numbers:

_____	<u>12/14/21</u>
Mayor	Date

_____	_____
Councilmember	Date

_____	_____
Councilmember	Date

Acknowledged:

_____	_____
Councilmember	Date

_____	_____
Councilmember	Date

CITY OF GARDENA



INVESTMENT REPORT

September 2021

Prepared by Danny Rodriguez, Deputy City Treasurer
Reviewed by Ray Beeman, Director of Administrative Services



City of Gardena Consolidated - Account #10647

MONTHLY ACCOUNT STATEMENT

SEPTEMBER 1, 2021 THROUGH SEPTEMBER 30, 2021

Chandler Team:

For questions about your account, please call (800) 317-4747,
or contact operations@chandlerasset.com

CHANDLER ASSET MANAGEMENT
chandlerasset.com

Information contained herein is confidential. We urge you to compare this statement to the one you receive from your qualified custodian. Please see Important Disclosures.



PORTFOLIO CHARACTERISTICS

Average Modified Duration	0.57
Average Coupon	0.61%
Average Purchase YTM	0.48%
Average Market YTM	0.26%
Average S&P/Moody Rating	AA/Aa1
Average Final Maturity	0.63 yrs
Average Life	0.57 yrs

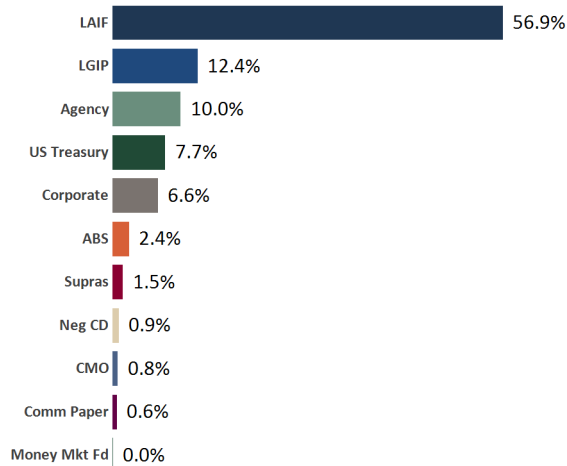
ACCOUNT SUMMARY

	Beg. Values as of 8/31/21	End Values as of 9/30/21
Market Value	53,831,562	53,820,468
Accrued Interest	66,602	58,365
Total Market Value	53,898,164	53,878,833
Income Earned	22,978	20,543
Cont/WD		
Par	47,490,147	47,538,067
Book Value	53,506,273	53,546,783
Cost Value	53,569,771	53,610,998

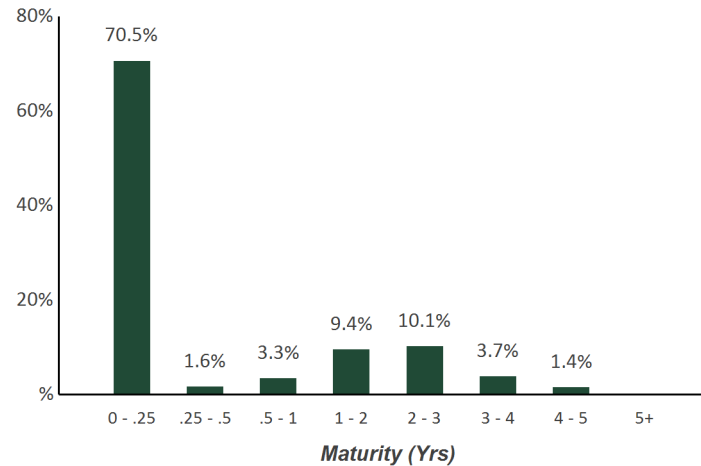
TOP ISSUERS

Local Agency Investment Fund	56.9%
CalTrust	12.4%
Government of United States	7.7%
Federal Home Loan Mortgage Corp	5.7%
Federal National Mortgage Assoc	2.2%
Federal Home Loan Bank	1.7%
Federal Farm Credit Bank	1.1%
Toyota Motor Corp	1.0%
Total	88.8%

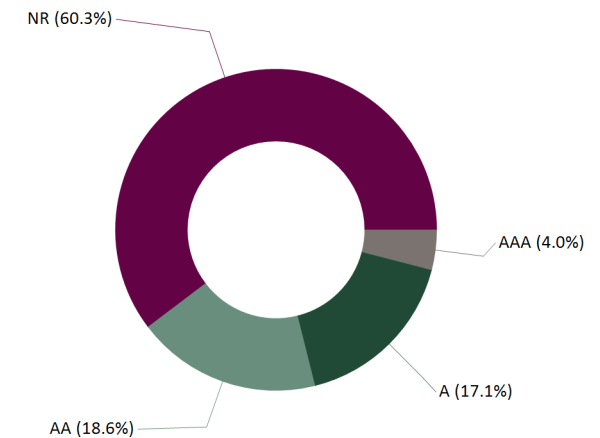
SECTOR ALLOCATION



MATURITY DISTRIBUTION



CREDIT QUALITY (S&P)



Holdings Report

As of September 30, 2021



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
ABS									
89231PAD0	Toyota Auto Receivables Trust 2018-D A3 3.18% Due 3/15/2023	47,555.84	08/29/2019 1.98%	48,571.98 47,972.36	100.67 0.30%	47,872.51 67.21	0.09% (99.85)	Aaa / AAA NR	1.45 0.23
47789JAD8	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	164,308.38	Various 1.39%	168,154.96 165,671.72	100.88 0.11%	165,750.35 212.50	0.31% 78.63	Aaa / NR AAA	1.79 0.31
43815NAC8	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	81,988.97	08/20/2019 1.79%	81,988.30 81,988.76	100.75 0.23%	82,600.28 64.86	0.15% 611.52	Aaa / AAA NR	1.87 0.48
92348AAA3	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	80,000.00	10/01/2019 1.95%	79,993.83 79,996.52	100.99 0.23%	80,790.08 47.42	0.15% 793.56	NR / AAA AAA	2.56 0.57
89232HAC9	Toyota Auto Receivable Own 2020-A A3 1.66% Due 5/15/2024	215,000.00	07/06/2020 0.70%	219,736.72 218,221.78	100.97 0.21%	217,075.61 158.62	0.40% (1,146.17)	Aaa / AAA NR	2.62 0.66
65479JAD5	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	99,639.88	10/16/2019 1.94%	99,634.62 99,636.78	101.00 0.22%	100,635.28 85.47	0.19% 998.50	Aaa / AAA NR	2.79 0.58
43813KAC6	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	85,000.00	09/22/2020 0.38%	84,987.51 84,991.51	100.11 0.28%	85,094.95 11.36	0.16% 103.44	NR / AAA AAA	3.05 1.20
58769KAD6	Mercedes-Benz Auto Lease Trust 2021-B A3 0.4% Due 11/15/2024	80,000.00	06/22/2021 0.40%	79,993.96 79,994.57	99.98 0.41%	79,981.20 14.22	0.15% (13.37)	NR / AAA AAA	3.13 1.80
09690AAC7	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	50,000.00	09/08/2021 0.34%	49,994.84 49,994.94	99.91 0.38%	49,953.75 7.33	0.09% (41.19)	Aaa / NR AAA	3.24 1.77
89236XAC0	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	70,000.00	10/06/2020 0.36%	69,986.96 69,989.92	100.08 0.28%	70,052.64 10.89	0.13% 62.72	NR / AAA AAA	3.30 1.05
92290BAA9	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	120,000.00	08/04/2020 0.48%	119,974.80 119,981.13	100.25 0.29%	120,298.56 17.23	0.22% 317.43	Aaa / NR AAA	3.39 1.34
43813GAC5	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	80,000.00	02/17/2021 0.27%	79,998.54 79,998.83	99.95 0.31%	79,961.76 6.00	0.15% (37.07)	Aaa / NR AAA	3.56 1.32
47788UAC6	John Deere Owner Trust 2021-A A3 0.36% Due 9/15/2025	60,000.00	03/02/2021 0.37%	59,988.47 59,990.27	99.91 0.41%	59,948.76 9.60	0.11% (41.51)	Aaa / NR AAA	3.96 1.78

Holdings Report

As of September 30, 2021



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
ABS									
47789QAC4	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	70,000.00	07/13/2021 0.52%	69,993.76 69,994.10	99.93 0.55%	69,953.03 16.18	0.13% (41.07)	Aaa / NR AAA	4.46 2.41
Total ABS		1,303,493.07	0.93%	1,312,999.25 1,308,423.19	0.27%	1,309,968.76 728.89	2.43% 1,545.57	Aaa / AAA AAA	2.84 0.99
AGENCY									
3137EADB2	FHLMC Note 2.375% Due 1/13/2022	350,000.00	10/30/2019 1.69%	355,124.00 350,661.98	100.65 0.09%	352,291.45 1,801.04	0.66% 1,629.47	Aaa / AA+ AAA	0.29 0.29
3133ELWD2	FFCB Note 0.375% Due 4/8/2022	285,000.00	04/03/2020 0.45%	284,578.20 284,890.79	100.17 0.06%	285,472.25 513.59	0.53% 581.46	Aaa / AA+ AAA	0.52 0.52
3133ELYR9	FFCB Note 0.25% Due 5/6/2022	325,000.00	04/30/2020 0.31%	324,587.25 324,877.31	100.11 0.07%	325,348.73 327.26	0.60% 471.42	Aaa / AA+ AAA	0.60 0.60
3134GVJ66	FHLMC Note 0.25% Due 6/8/2022	350,000.00	06/04/2020 0.28%	349,790.00 349,928.08	100.10 0.10%	350,365.75 274.65	0.65% 437.67	Aaa / NR AAA	0.69 0.69
3137EAET2	FHLMC Note 0.125% Due 7/25/2022	170,000.00	07/21/2020 0.24%	169,615.80 169,844.12	100.04 0.08%	170,066.13 38.96	0.32% 222.01	Aaa / AA+ AAA	0.82 0.82
3130ADRG9	FHLB Note 2.75% Due 3/10/2023	350,000.00	04/11/2019 2.34%	355,330.50 351,959.74	103.69 0.19%	362,921.30 561.46	0.67% 10,961.56	Aaa / AA+ NR	1.44 1.42
3137EAER6	FHLMC Note 0.375% Due 5/5/2023	305,000.00	05/05/2020 0.39%	304,871.90 304,931.91	100.22 0.24%	305,667.04 463.85	0.57% 735.13	Aaa / AA+ AAA	1.59 1.59
3135G04Q3	FNMA Note 0.25% Due 5/22/2023	245,000.00	05/20/2020 0.35%	244,262.55 244,597.26	100.04 0.23%	245,087.47 219.48	0.46% 490.21	Aaa / AA+ AAA	1.64 1.64
3137EAES4	FHLMC Note 0.25% Due 6/26/2023	300,000.00	06/24/2020 0.35%	299,124.00 299,493.60	100.03 0.24%	300,075.60 197.92	0.56% 582.00	Aaa / AA+ AAA	1.74 1.73
3135G05G4	FNMA Note 0.25% Due 7/10/2023	250,000.00	07/08/2020 0.32%	249,462.50 249,682.41	99.97 0.26%	249,936.75 140.63	0.46% 254.34	Aaa / AA+ AAA	1.78 1.77
3137EAEV7	FHLMC Note 0.25% Due 8/24/2023	300,000.00	08/19/2020 0.28%	299,694.00 299,807.15	99.96 0.27%	299,868.90 77.08	0.56% 61.75	Aaa / AA+ AAA	1.90 1.89
3137EAEW5	FHLMC Note 0.25% Due 9/8/2023	300,000.00	09/11/2020 0.24%	300,093.00 300,060.38	99.92 0.29%	299,766.60 47.92	0.56% (293.78)	Aaa / AA+ AAA	1.94 1.93

Holdings Report

As of September 30, 2021



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
AGENCY									
3135G0U43	FNMA Note 2.875% Due 9/12/2023	350,000.00	09/25/2019 1.63%	366,702.00 358,206.72	105.07 0.27%	367,734.15 531.08	0.68% 9,527.43	Aaa / AA+ AAA	1.95 1.91
3137EAEY1	FHLMC Note 0.125% Due 10/16/2023	225,000.00	10/14/2020 0.25%	224,160.75 224,429.00	99.62 0.31%	224,134.20 128.91	0.42% (294.80)	Aaa / AA+ AAA	2.04 2.04
3137EAEZ8	FHLMC Note 0.25% Due 11/6/2023	335,000.00	11/03/2020 0.28%	334,698.50 334,789.28	99.94 0.28%	334,814.41 337.33	0.62% 25.13	Aaa / AA+ AAA	2.10 2.09
3130A0F70	FHLB Note 3.375% Due 12/8/2023	350,000.00	10/30/2019 1.72%	372,781.50 362,127.84	106.66 0.32%	373,304.05 3,707.81	0.70% 11,176.21	Aaa / AA+ AAA	2.19 2.11
3130A1XJ2	FHLB Note 2.875% Due 6/14/2024	155,000.00	03/24/2020 0.99%	167,010.95 162,687.94	106.45 0.47%	165,001.22 1,324.50	0.31% 2,313.28	Aaa / AA+ NR	2.71 2.60
3135G06G3	FNMA Note 0.5% Due 11/7/2025	350,000.00	11/18/2020 0.52%	349,639.50 349,702.30	98.67 0.83%	345,331.70 700.00	0.64% (4,370.60)	Aaa / AA+ AAA	4.11 4.04
Total Agency		5,295,000.00	0.76%	5,351,526.90 5,322,677.81	0.26%	5,357,187.70 11,393.47	9.96% 34,509.89	Aaa / AA+ AAA	1.66 1.64
CMO									
3137BM6P6	FHLMC K721 A2 3.09% Due 8/25/2022	128,558.76	06/26/2019 2.09%	132,084.07 129,560.75	101.55 0.53%	130,550.01 331.04	0.24% 989.26	Aaa / NR NR	0.90 0.68
3137B4GY6	FHLMC K032 A2 3.31% Due 5/25/2023	275,000.00	07/23/2019 2.21%	285,881.84 279,674.76	104.31 0.48%	286,864.88 151.71	0.53% 7,190.12	NR / NR AAA	1.65 1.56
Total CMO		403,558.76	2.17%	417,965.91 409,235.51	0.49%	417,414.89 482.75	0.78% 8,179.38	Aaa / NR AAA	1.42 1.29
COMMERCIAL PAPER									
89233GYP5	Toyota Motor Credit Discount CP 0.18% Due 11/23/2021	350,000.00	04/26/2021 0.18%	349,632.50 349,907.25	99.97 0.18%	349,907.25 0.00	0.65% 0.00	P-1 / A-1+ F-1	0.15 0.15
Total Commercial Paper		350,000.00	0.18%	349,632.50 349,907.25	0.18%	349,907.25 0.00	0.65% 0.00	Aaa / AAA AA	0.15 0.15
CORPORATE									
69353RFB9	PNC Bank Callable Note Cont 1/18/2022 2.625% Due 2/17/2022	250,000.00	02/21/2019 3.07%	246,827.50 249,594.69	100.70 0.27%	251,744.75 802.08	0.47% 2,150.06	A2 / A A+	0.38 0.30

Holdings Report

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CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
CORPORATE									
459200JX0	IBM Corp Note 2.85% Due 5/13/2022	200,000.00	05/16/2019 2.80%	200,300.00 200,061.71	101.63 0.21%	203,267.60 2,185.00	0.38% 3,205.89	A2 / A- NR	0.62 0.61
24422ETV1	John Deere Capital Corp Note 2.15% Due 9/8/2022	305,000.00	04/17/2019 2.78%	298,851.20 303,297.26	101.88 0.14%	310,746.51 418.95	0.58% 7,449.25	A2 / A A	0.94 0.93
89236TEL5	Toyota Motor Credit Corp Note 2.7% Due 1/11/2023	200,000.00	04/25/2019 2.72%	199,856.00 199,950.30	103.03 0.32%	206,065.20 1,200.00	0.38% 6,114.90	A1 / A+ A+	1.28 1.26
037833DE7	Apple Inc Callable Note Cont 12/13/2022 2.4% Due 1/13/2023	200,000.00	11/21/2019 1.83%	203,350.00 201,317.15	102.63 0.21%	205,252.20 1,040.00	0.38% 3,935.05	Aa1 / AA+ NR	1.29 1.19
747525AR4	Qualcomm Inc Callable Note Cont 12/30/2022 2.6% Due 1/30/2023	75,000.00	02/11/2020 1.75%	76,775.25 75,768.54	102.80 0.35%	77,102.93 330.42	0.14% 1,334.39	A2 / A- NR	1.33 1.23
037833AK6	Apple Inc Note 2.4% Due 5/3/2023	200,000.00	03/11/2019 2.79%	196,968.00 198,838.94	103.23 0.36%	206,462.20 1,973.33	0.39% 7,623.26	Aa1 / AA+ NR	1.59 1.55
90331HNV1	US Bank NA Callable Note Cont 6/23/2023 3.4% Due 7/24/2023	250,000.00	05/17/2019 2.70%	256,695.00 252,823.19	105.34 0.31%	263,341.25 1,581.94	0.49% 10,518.06	A1 / AA- AA-	1.81 1.68
06406FAD5	Bank of NY Mellon Corp Callable Note Cont 6/16/2023 2.2% Due 8/16/2023	200,000.00	04/11/2019 2.90%	194,298.00 197,537.77	103.24 0.30%	206,473.00 550.00	0.38% 8,935.23	A1 / A AA-	1.88 1.68
594918BX1	Microsoft Callable Note Cont 12/6/2023 2.875% Due 2/6/2024	200,000.00	03/05/2020 1.06%	213,320.00 207,756.20	105.23 0.47%	210,458.20 878.47	0.39% 2,702.00	Aaa / AAA AAA	2.35 2.12
89114QCB2	Toronto Dominion Bank Note 3.25% Due 3/11/2024	200,000.00	07/16/2019 2.49%	206,600.00 203,467.14	106.25 0.67%	212,493.20 361.11	0.40% 9,026.06	A1 / A AA-	2.45 2.36
808513BN4	Charles Schwab Corp Callable Note Cont 2/18/2024 0.75% Due 3/18/2024	245,000.00	Various 0.58%	246,097.00 245,959.75	100.47 0.55%	246,157.38 66.36	0.46% 197.63	A2 / A A	2.47 2.36
023135BW5	Amazon.com Inc Note 0.45% Due 5/12/2024	130,000.00	05/10/2021 0.50%	129,810.20 129,834.79	99.77 0.54%	129,701.78 225.88	0.24% (133.01)	A1 / AA AA-	2.62 2.59
14913R2L0	Caterpillar Financial Service Note 0.45% Due 5/17/2024	205,000.00	05/10/2021 0.50%	204,725.30 204,759.64	99.81 0.52%	204,604.56 343.38	0.38% (155.08)	A2 / A A	2.63 2.61
79466LAG9	Salesforce.com Inc Callable Note Cont 7/15/2022 0.625% Due 7/15/2024	35,000.00	06/29/2021 0.64%	34,982.15 34,983.47	100.19 0.39%	35,065.00 48.00	0.07% 81.53	A2 / A+ NR	2.79 0.79

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CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
CORPORATE									
69371RR40	Paccar Financial Corp Note 0.5% Due 8/9/2024	80,000.00	08/03/2021 0.52%	79,956.80 79,958.89	99.72 0.60%	79,776.00 57.78	0.15% (182.89)	A1 / A+ NR	2.86 2.83
78015K7C2	Royal Bank of Canada Note 2.25% Due 11/1/2024	225,000.00	09/22/2020 0.69%	239,145.75 235,635.26	104.36 0.82%	234,817.65 2,109.38	0.44% (817.61)	A2 / A AA-	3.09 2.96
46647PAH9	JP Morgan Chase & Co Callable Note 2X 3/1/2024 3.22% Due 3/1/2025	210,000.00	08/19/2020 0.91%	226,818.90 221,517.29	105.61 0.87%	221,787.30 563.50	0.41% 270.01	A2 / A- AA-	3.42 2.33
931142ER0	Wal-Mart Stores Callable Note Cont 08/17/2026 1.05% Due 9/17/2026	40,000.00	09/08/2021 1.09%	39,924.40 39,924.98	99.82 1.09%	39,927.72 16.33	0.07% 2.74	Aa2 / AA AA	4.97 4.74
Total Corporate		3,450,000.00	1.88%	3,495,301.45 3,482,986.96	0.44%	3,545,244.43 14,751.91	6.61% 62,257.47	A1 / A+ AA-	1.93 1.76
LAIF									
90LAIF\$00	Local Agency Investment Fund State Pool	30,667,060.67	Various 0.21%	30,667,060.67 30,667,060.67	1.00 0.21%	30,667,060.67 16,710.37	56.95% 0.00	NR / NR NR	0.00 0.00
Total LAIF		30,667,060.67	0.21%	30,667,060.67 30,667,060.67	0.21%	30,667,060.67 16,710.37	56.95% 0.00	NR / NR NR	0.00 0.00
LOCAL GOV INVESTMENT POOL									
09CATR\$05	CalTrust Medium Term Fund	652,623.19	Various 0.20%	6,565,183.09 6,565,183.09	10.26 0.20%	6,695,913.94 0.00	12.43% 130,730.85	NR / A+ NR	0.00 0.00
Total Local Gov Investment Pool		652,623.19	0.20%	6,565,183.09 6,565,183.09	0.20%	6,695,913.94 0.00	12.43% 130,730.85	NR / A+ NR	0.00 0.00
MONEY MARKET FUND									
31846V203	First American Govt Obligation Fund Class Y	20,331.31	Various 0.01%	20,331.31 20,331.31	1.00 0.01%	20,331.31 0.00	0.04% 0.00	Aaa / AAA AAA	0.00 0.00
Total Money Market Fund		20,331.31	0.01%	20,331.31 20,331.31	0.01%	20,331.31 0.00	0.04% 0.00	Aaa / AAA AAA	0.00 0.00

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CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
NEGOTIABLE CD									
08173QBS4	Beneficial Bank Negotiable CD 1.55% Due 10/7/2021	248,000.00	09/20/2016 1.55%	248,000.00 248,000.00	100.03 0.17%	248,065.47 1,864.08	0.46% 65.47	NR / NR NR	0.02 0.02
29976D2F6	Everbank Negotiable CD 2.05% Due 2/14/2022	248,000.00	02/09/2017 2.04%	248,000.00 248,000.00	100.74 0.07%	249,839.42 571.08	0.46% 1,839.42	NR / NR NR	0.38 0.38
Total Negotiable CD		496,000.00	1.79%	496,000.00 496,000.00	0.12%	497,904.89 2,435.16	0.93% 1,904.89	NR / NR NR	0.20 0.20
SUPRANATIONAL									
459058JM6	Intl. Bank Recon & Development Note 0.25% Due 11/24/2023	165,000.00	11/17/2020 0.32%	164,645.25 164,746.01	99.77 0.36%	164,616.87 145.52	0.31% (129.14)	Aaa / AAA AAA	2.15 2.14
459058GQ0	Intl. Bank Recon & Development Note 2.5% Due 3/19/2024	225,000.00	01/26/2021 0.26%	240,736.50 237,358.51	104.96 0.48%	236,170.80 187.50	0.44% (1,187.71)	Aaa / AAA AAA	2.47 2.40
4581X0DZ8	Inter-American Dev Bank Note 0.5% Due 9/23/2024	260,000.00	09/15/2021 0.52%	259,807.60 259,809.00	99.70 0.60%	259,230.14 28.89	0.48% (578.86)	Aaa / AAA NR	2.98 2.95
45950KCR9	International Finance Corp Note 1.375% Due 10/16/2024	160,000.00	07/12/2021 0.54%	164,304.00 164,018.27	102.31 0.61%	163,702.40 1,008.33	0.31% (315.87)	Aaa / AAA NR	3.05 2.97
Total Supranational		810,000.00	0.41%	829,493.35 825,931.79	0.52%	823,720.21 1,370.24	1.53% (2,211.58)	Aaa / AAA AAA	2.68 2.64
US TREASURY									
912828M80	US Treasury Note 2% Due 11/30/2022	300,000.00	Various 1.60%	303,459.37 301,350.36	102.18 0.13%	306,539.10 2,016.39	0.57% 5,188.74	Aaa / AA+ AAA	1.17 1.15
912828VB3	US Treasury Note 1.75% Due 5/15/2023	250,000.00	12/16/2019 1.69%	250,517.58 250,245.69	102.49 0.22%	256,220.75 1,652.51	0.48% 5,975.06	Aaa / AA+ AAA	1.62 1.60
912828T26	US Treasury Note 1.375% Due 9/30/2023	300,000.00	Various 1.94%	293,108.59 296,793.44	102.17 0.29%	306,515.70 11.33	0.57% 9,722.26	Aaa / AA+ AAA	2.00 1.98
912828V80	US Treasury Note 2.25% Due 1/31/2024	200,000.00	11/26/2019 1.59%	205,304.69 202,961.73	104.38 0.36%	208,765.60 758.15	0.39% 5,803.87	Aaa / AA+ AAA	2.34 2.28
91282CBV2	US Treasury Note 0.375% Due 4/15/2024	500,000.00	Various 0.37%	500,162.11 500,118.45	99.88 0.42%	499,375.00 865.78	0.93% (743.45)	Aaa / AA+ AAA	2.54 2.52
912828WJ5	US Treasury Note 2.5% Due 5/15/2024	300,000.00	12/12/2019 1.74%	309,691.41 305,742.84	105.38 0.44%	316,125.00 2,832.88	0.59% 10,382.16	Aaa / AA+ AAA	2.62 2.53

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CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
US TREASURY									
91282CCG4	US Treasury Note 0.25% Due 6/15/2024	400,000.00	06/17/2021 0.43%	397,890.63 398,093.27	99.43 0.46%	397,718.80 295.08	0.74% (374.47)	Aaa / AA+ AAA	2.71 2.69
912828Y87	US Treasury Note 1.75% Due 7/31/2024	300,000.00	01/31/2020 1.35%	305,203.13 303,274.52	103.57 0.48%	310,710.90 884.51	0.58% 7,436.38	Aaa / AA+ AAA	2.84 2.76
91282CCT6	US Treasury Note 0.375% Due 8/15/2024	400,000.00	08/25/2021 0.45%	399,109.38 399,138.93	99.63 0.51%	398,500.00 191.58	0.74% (638.93)	Aaa / AA+ AAA	2.88 2.85
912828ZF0	US Treasury Note 0.5% Due 3/31/2025	350,000.00	03/25/2021 0.58%	348,906.26 349,045.31	99.42 0.67%	347,963.00 4.81	0.65% (1,082.31)	Aaa / AA+ AAA	3.50 3.46
912828ZT0	US Treasury Note 0.25% Due 5/31/2025	365,000.00	02/25/2021 0.60%	359,653.32 360,399.45	98.28 0.73%	358,726.38 306.66	0.67% (1,673.07)	Aaa / AA+ AAA	3.67 3.64
9128284Z0	US Treasury Note 2.75% Due 8/31/2025	125,000.00	06/24/2021 0.72%	135,444.34 134,774.48	107.58 0.78%	134,477.50 294.37	0.25% (296.98)	Aaa / AA+ AAA	3.92 3.73
91282CAZ4	US Treasury Note 0.375% Due 11/30/2025	300,000.00	Various 0.61%	297,052.74 297,106.94	98.06 0.85%	294,175.80 378.08	0.55% (2,931.14)	Aaa / AA+ AAA	4.17 4.12
Total US Treasury		4,090,000.00	0.97%	4,105,503.55 4,099,045.41	0.48%	4,135,813.53 10,492.13	7.70% 36,768.12	Aaa / AA+ AAA	2.75 2.70
TOTAL PORTFOLIO		47,538,067.00	0.48%	53,610,997.98 53,546,782.99	0.26%	53,820,467.58 58,364.92	100.00% 273,684.59	Aa1 / AA AAA	0.63 0.57
TOTAL MARKET VALUE PLUS ACCRUED						53,878,832.50			



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	09/01/2021	31846V203	3,381.00	First American Govt Obligation Fund Class Y	1.000	0.01%	3,381.00	0.00	3,381.00	0.00
Purchase	09/01/2021	31846V203	1.60	First American Govt Obligation Fund Class Y	1.000	0.01%	1.60	0.00	1.60	0.00
Purchase	09/08/2021	31846V203	3,653.75	First American Govt Obligation Fund Class Y	1.000	0.01%	3,653.75	0.00	3,653.75	0.00
Purchase	09/10/2021	31846V203	70,557.98	First American Govt Obligation Fund Class Y	1.000	0.01%	70,557.98	0.00	70,557.98	0.00
Purchase	09/10/2021	31846V203	4,812.50	First American Govt Obligation Fund Class Y	1.000	0.01%	4,812.50	0.00	4,812.50	0.00
Purchase	09/11/2021	31846V203	3,250.00	First American Govt Obligation Fund Class Y	1.000	0.01%	3,250.00	0.00	3,250.00	0.00
Purchase	09/12/2021	31846V203	5,031.25	First American Govt Obligation Fund Class Y	1.000	0.01%	5,031.25	0.00	5,031.25	0.00
Purchase	09/15/2021	09690AAC7	50,000.00	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	99.990	0.34%	49,994.84	0.00	49,994.84	0.00
Purchase	09/15/2021	31846V203	18.00	First American Govt Obligation Fund Class Y	1.000	0.01%	18.00	0.00	18.00	0.00
Purchase	09/15/2021	31846V203	54.60	First American Govt Obligation Fund Class Y	1.000	0.01%	54.60	0.00	54.60	0.00
Purchase	09/15/2021	31846V203	26.67	First American Govt Obligation Fund Class Y	1.000	0.01%	26.67	0.00	26.67	0.00
Purchase	09/15/2021	31846V203	20.42	First American Govt Obligation Fund Class Y	1.000	0.01%	20.42	0.00	20.42	0.00
Purchase	09/15/2021	31846V203	297.42	First American Govt Obligation Fund Class Y	1.000	0.01%	297.42	0.00	297.42	0.00
Purchase	09/15/2021	31846V203	8,459.10	First American Govt Obligation Fund Class Y	1.000	0.01%	8,459.10	0.00	8,459.10	0.00
Purchase	09/15/2021	31846V203	8,943.75	First American Govt Obligation Fund Class Y	1.000	0.01%	8,943.75	0.00	8,943.75	0.00
Purchase	09/15/2021	31846V203	8,208.41	First American Govt Obligation Fund Class Y	1.000	0.01%	8,208.41	0.00	8,208.41	0.00



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	09/15/2021	31846V203	19,123.01	First American Govt Obligation Fund Class Y	1.000	0.01%	19,123.01	0.00	19,123.01	0.00
Purchase	09/17/2021	931142ER0	40,000.00	Wal-Mart Stores Callable Note Cont 08/17/2026 1.05% Due 9/17/2026	99.811	1.09%	39,924.40	0.00	39,924.40	0.00
Purchase	09/18/2021	31846V203	918.75	First American Govt Obligation Fund Class Y	1.000	0.01%	918.75	0.00	918.75	0.00
Purchase	09/19/2021	31846V203	2,812.50	First American Govt Obligation Fund Class Y	1.000	0.01%	2,812.50	0.00	2,812.50	0.00
Purchase	09/20/2021	31846V203	213,094.00	First American Govt Obligation Fund Class Y	1.000	0.01%	213,094.00	0.00	213,094.00	0.00
Purchase	09/20/2021	31846V203	26.21	First American Govt Obligation Fund Class Y	1.000	0.01%	26.21	0.00	26.21	0.00
Purchase	09/20/2021	31846V203	47.00	First American Govt Obligation Fund Class Y	1.000	0.01%	47.00	0.00	47.00	0.00
Purchase	09/20/2021	31846V203	129.33	First American Govt Obligation Fund Class Y	1.000	0.01%	129.33	0.00	129.33	0.00
Purchase	09/21/2021	31846V203	18.00	First American Govt Obligation Fund Class Y	1.000	0.01%	18.00	0.00	18.00	0.00
Purchase	09/23/2021	4581X0DZ8	260,000.00	Inter-American Dev Bank Note 0.5% Due 9/23/2024	99.926	0.52%	259,807.60	0.00	259,807.60	0.00
Purchase	09/24/2021	91282CAZ4	150,000.00	US Treasury Note 0.375% Due 11/30/2025	98.207	0.81%	147,310.55	178.28	147,488.83	0.00
Purchase	09/24/2021	91282CBV2	150,000.00	US Treasury Note 0.375% Due 4/15/2024	99.898	0.41%	149,847.66	248.98	150,096.64	0.00
Purchase	09/27/2021	31846V203	758.53	First American Govt Obligation Fund Class Y	1.000	0.01%	758.53	0.00	758.53	0.00
Purchase	09/27/2021	31846V203	549.22	First American Govt Obligation Fund Class Y	1.000	0.01%	549.22	0.00	549.22	0.00
Purchase	09/30/2021	09CATR\$05	160.56	CalTrust Medium Term Fund	10.260	0.20%	1,647.34	0.00	1,647.34	0.00
Purchase	09/30/2021	31846V203	2,937.50	First American Govt Obligation Fund Class Y	1.000	0.01%	2,937.50	0.00	2,937.50	0.00



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Subtotal			1,007,291.06				1,005,662.89	427.26	1,006,090.15	0.00
Short Sale	09/17/2021	31846V203	-39,924.40	First American Govt Obligation Fund Class Y	1.000		-39,924.40	0.00	-39,924.40	0.00
Short Sale	09/23/2021	31846V203	-259,807.60	First American Govt Obligation Fund Class Y	1.000		-259,807.60	0.00	-259,807.60	0.00
Subtotal			-299,732.00				-299,732.00	0.00	-299,732.00	0.00
TOTAL ACQUISITIONS			707,559.06				705,930.89	427.26	706,358.15	0.00
DISPOSITIONS										
Closing Purchase	09/17/2021	31846V203	-39,924.40	First American Govt Obligation Fund Class Y	1.000		-39,924.40	0.00	-39,924.40	0.00
Closing Purchase	09/23/2021	31846V203	-259,807.60	First American Govt Obligation Fund Class Y	1.000		-259,807.60	0.00	-259,807.60	0.00
Subtotal			-299,732.00				-299,732.00	0.00	-299,732.00	0.00
Sale	09/10/2021	3130AHSR5	70,000.00	FHLB Note 1.625% Due 12/20/2021	100.436	1.68%	70,305.20	252.78	70,557.98	315.65
Sale	09/15/2021	31846V203	49,994.84	First American Govt Obligation Fund Class Y	1.000	0.01%	49,994.84	0.00	49,994.84	0.00
Sale	09/17/2021	31846V203	39,924.40	First American Govt Obligation Fund Class Y	1.000	0.01%	39,924.40	0.00	39,924.40	0.00
Sale	09/20/2021	404280BA6	200,000.00	HSBC Holdings PLC Note 3.6% Due 5/25/2023	105.397	2.97%	210,794.00	2,300.00	213,094.00	8,802.60
Sale	09/23/2021	31846V203	259,807.60	First American Govt Obligation Fund Class Y	1.000	0.01%	259,807.60	0.00	259,807.60	0.00
Sale	09/24/2021	3130AHSR5	250,000.00	FHLB Note 1.625% Due 12/20/2021	100.373	1.68%	250,932.50	1,060.76	251,993.26	964.63
Sale	09/24/2021	31846V203	45,592.21	First American Govt Obligation Fund Class Y	1.000	0.01%	45,592.21	0.00	45,592.21	0.00
Subtotal			915,319.05				927,350.75	3,613.54	930,964.29	10,082.88



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
DISPOSITIONS										
Paydown	09/15/2021	43815NAC8	8,074.82	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	100.000		8,074.82	133.59	8,208.41	0.00
Paydown	09/15/2021	47788UAC6	0.00	John Deere Owner Trust 2021-A A3 0.36% Due 9/15/2025	100.000		0.00	18.00	18.00	0.00
Paydown	09/15/2021	47789JAD8	18,679.26	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	100.000		18,679.26	443.75	19,123.01	0.00
Paydown	09/15/2021	47789QAC4	0.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	100.000		0.00	54.60	54.60	0.00
Paydown	09/15/2021	58769KAD6	0.00	Mercedes-Benz Auto Lease Trust 2021-B A3 0.4% Due 11/15/2024	100.000		0.00	26.67	26.67	0.00
Paydown	09/15/2021	65479JAD5	8,285.52	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	100.000		8,285.52	173.58	8,459.10	0.00
Paydown	09/15/2021	89231PAD0	8,794.42	Toyota Auto Receivables Trust 2018-D A3 3.18% Due 3/15/2023	100.000		8,794.42	149.33	8,943.75	0.00
Paydown	09/15/2021	89232HAC9	0.00	Toyota Auto Receivable Own 2020-A A3 1.66% Due 5/15/2024	100.000		0.00	297.42	297.42	0.00
Paydown	09/15/2021	89236XAC0	0.00	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	100.000		0.00	20.42	20.42	0.00
Paydown	09/20/2021	43813KAC6	0.00	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	100.000		0.00	26.21	26.21	0.00
Paydown	09/20/2021	92290BAA9	0.00	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	100.000		0.00	47.00	47.00	0.00
Paydown	09/20/2021	92348AAA3	0.00	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	100.000		0.00	129.33	129.33	0.00
Paydown	09/21/2021	43813GAC5	0.00	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	100.000		0.00	18.00	18.00	0.00
Paydown	09/27/2021	3137B4GY6	0.00	FHLMC K032 A2Due 5/25/2023	100.000		0.00	758.53	758.53	0.00



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
DISPOSITIONS										
Paydown	09/27/2021	3137BM6P6	217.62	FHLMC K721 A2Due 8/25/2022	100.000		217.62	331.60	549.22	0.00
Subtotal			44,051.64				44,051.64	2,628.03	46,679.67	0.00
TOTAL DISPOSITIONS			659,638.69				671,670.39	6,241.57	677,911.96	10,082.88

OTHER TRANSACTIONS										
Interest	09/01/2021	46647PAH9	210,000.00	JP Morgan Chase & Co Callable Note 2X 3/1/2024 3.22% Due 3/1/2025	0.000		3,381.00	0.00	3,381.00	0.00
Interest	09/08/2021	24422ETV1	305,000.00	John Deere Capital Corp Note 2.15% Due 9/8/2022	0.000		3,278.75	0.00	3,278.75	0.00
Interest	09/08/2021	3137EAEW5	300,000.00	FHLMC Note 0.25% Due 9/8/2023	0.000		375.00	0.00	375.00	0.00
Interest	09/10/2021	3130ADRG9	350,000.00	FHLB Note 2.75% Due 3/10/2023	0.000		4,812.50	0.00	4,812.50	0.00
Interest	09/11/2021	89114QCB2	200,000.00	Toronto Dominion Bank Note 3.25% Due 3/11/2024	0.000		3,250.00	0.00	3,250.00	0.00
Interest	09/12/2021	3135G0U43	350,000.00	FNMA Note 2.875% Due 9/12/2023	0.000		5,031.25	0.00	5,031.25	0.00
Interest	09/18/2021	808513BN4	245,000.00	Charles Schwab Corp Callable Note Cont 2/18/2024 0.75% Due 3/18/2024	0.000		918.75	0.00	918.75	0.00
Interest	09/19/2021	459058GQ0	225,000.00	Intl. Bank Recon & Development Note 2.5% Due 3/19/2024	0.000		2,812.50	0.00	2,812.50	0.00
Interest	09/30/2021	912828T26	300,000.00	US Treasury Note 1.375% Due 9/30/2023	0.000		2,062.50	0.00	2,062.50	0.00



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
OTHER TRANSACTIONS										
Interest	09/30/2021	912828ZF0	350,000.00	US Treasury Note 0.5% Due 3/31/2025	0.000		875.00	0.00	875.00	0.00
Subtotal			2,835,000.00				26,797.25	0.00	26,797.25	0.00
Dividend	09/01/2021	31846V203	61,900.86	First American Govt Obligation Fund Class Y	0.000		1.60	0.00	1.60	0.00
Subtotal			61,900.86				1.60	0.00	1.60	0.00
TOTAL OTHER TRANSACTIONS			2,896,900.86				26,798.85	0.00	26,798.85	0.00

Income Earned

As of September 30, 2021



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
FIXED INCOME						
023135BW5	Amazon.com Inc Note 0.45% Due 05/12/2024	05/10/2021 05/12/2021 130,000.00	129,829.60 0.00 0.00 129,834.79	177.13 0.00 225.88 48.75	5.19 0.00 5.19 53.94	53.94
037833AK6	Apple Inc Note 2.4% Due 05/03/2023	03/11/2019 03/13/2019 200,000.00	198,778.78 0.00 0.00 198,838.94	1,573.33 0.00 1,973.33 400.00	60.16 0.00 60.16 460.16	460.16
037833DE7	Apple Inc Callable Note Cont 12/13/2022 2.4% Due 01/13/2023	11/21/2019 11/25/2019 200,000.00	201,407.36 0.00 0.00 201,317.15	640.00 0.00 1,040.00 400.00	0.00 90.21 (90.21) 309.79	309.79
06406FAD5	Bank of NY Mellon Corp Callable Note Cont 6/16/2023 2.2% Due 08/16/2023	04/11/2019 04/15/2019 200,000.00	197,429.78 0.00 0.00 197,537.77	183.33 0.00 550.00 366.67	107.99 0.00 107.99 474.66	474.66
09690AAC7	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	09/08/2021 09/15/2021 50,000.00	0.00 49,994.84 0.00 49,994.94	0.00 0.00 7.33 7.33	0.10 0.00 0.10 7.43	7.43
14913R2L0	Caterpillar Financial Service Note 0.45% Due 05/17/2024	05/10/2021 05/17/2021 205,000.00	204,752.12 0.00 0.00 204,759.64	266.50 0.00 343.38 76.88	7.52 0.00 7.52 84.40	84.40
24422ETV1	John Deere Capital Corp Note 2.15% Due 09/08/2022	04/17/2019 04/22/2019 305,000.00	303,147.89 0.00 0.00 303,297.26	3,151.24 3,278.75 418.95 546.46	149.37 0.00 149.37 695.83	695.83
3130A0F70	FHLB Note 3.375% Due 12/08/2023	10/30/2019 10/31/2019 350,000.00	362,583.78 0.00 0.00 362,127.84	2,723.44 0.00 3,707.81 984.37	0.00 455.94 (455.94) 528.43	528.43
3130A1XJ2	FHLB Note 2.875% Due 06/14/2024	03/24/2020 03/25/2020 155,000.00	162,921.62 0.00 0.00 162,687.94	953.14 0.00 1,324.50 371.36	0.00 233.68 (233.68) 137.68	137.68

Income Earned

As of September 30, 2021



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
3130ADRG9	FHLB Note 2.75% Due 03/10/2023	04/11/2019 04/12/2019 350,000.00	352,071.73 0.00 0.00 351,959.74	4,571.88 4,812.50 561.46 802.08	0.00 111.99 (111.99) 690.09	690.09
3130AHSR5	FHLB Note Due 12/20/2021	12/19/2019 12/20/2019 0.00	319,947.99 0.00 319,957.42 0.00	1,025.56 1,313.54 0.00 287.98	9.43 0.00 9.43 297.41	297.41
3133ELWD2	FFCB Note 0.375% Due 04/08/2022	04/03/2020 04/08/2020 285,000.00	284,873.46 0.00 0.00 284,890.79	424.53 0.00 513.59 89.06	17.33 0.00 17.33 106.39	106.39
3133ELYR9	FFCB Note 0.25% Due 05/06/2022	04/30/2020 05/06/2020 325,000.00	324,860.34 0.00 0.00 324,877.31	259.55 0.00 327.26 67.71	16.97 0.00 16.97 84.68	84.68
3134GVJ66	FHLMC Note 0.25% Due 06/08/2022	06/04/2020 06/08/2020 350,000.00	349,919.45 0.00 0.00 349,928.08	201.74 0.00 274.65 72.91	8.63 0.00 8.63 81.54	81.54
3135G04Q3	FNMA Note 0.25% Due 05/22/2023	05/20/2020 05/22/2020 245,000.00	244,577.06 0.00 0.00 244,597.26	168.44 0.00 219.48 51.04	20.20 0.00 20.20 71.24	71.24
3135G05G4	FNMA Note 0.25% Due 07/10/2023	07/08/2020 07/10/2020 250,000.00	249,667.68 0.00 0.00 249,682.41	88.54 0.00 140.63 52.09	14.73 0.00 14.73 66.82	66.82
3135G06G3	FNMA Note 0.5% Due 11/07/2025	11/18/2020 11/19/2020 350,000.00	349,696.34 0.00 0.00 349,702.30	554.17 0.00 700.00 145.83	5.96 0.00 5.96 151.79	151.79
3135G0U43	FNMA Note 2.875% Due 09/12/2023	09/25/2019 09/26/2019 350,000.00	358,552.99 0.00 0.00 358,206.72	4,723.78 5,031.25 531.08 838.55	0.00 346.27 (346.27) 492.28	492.28

Income Earned

As of September 30, 2021



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
3137B4GY6	FHLMC K032 A2 3.31% Due 05/25/2023	07/23/2019 07/26/2019 275,000.00	279,908.11 0.00 0.00 279,674.76	151.71 758.53 151.71 758.53	0.00 233.35 (233.35) 525.18	525.18
3137BM6P6	FHLMC K721 A2 3.09% Due 08/25/2022	06/26/2019 06/28/2019 128,558.76	129,871.87 0.00 217.62 129,560.75	331.60 331.60 331.04 331.04	0.00 93.50 (93.50) 237.54	237.54
3137EADB2	FHLMC Note 2.375% Due 01/13/2022	10/30/2019 10/31/2019 350,000.00	350,852.94 0.00 0.00 350,661.98	1,108.33 0.00 1,801.04 692.71	0.00 190.96 (190.96) 501.75	501.75
3137EAER6	FHLMC Note 0.375% Due 05/05/2023	05/05/2020 05/07/2020 305,000.00	304,928.39 0.00 0.00 304,931.91	368.54 0.00 463.85 95.31	3.52 0.00 3.52 98.83	98.83
3137EAES4	FHLMC Note 0.25% Due 06/26/2023	06/24/2020 06/26/2020 300,000.00	299,469.60 0.00 0.00 299,493.60	135.42 0.00 197.92 62.50	24.00 0.00 24.00 86.50	86.50
3137EAET2	FHLMC Note 0.125% Due 07/25/2022	07/21/2020 07/23/2020 170,000.00	169,828.37 0.00 0.00 169,844.12	21.25 0.00 38.96 17.71	15.75 0.00 15.75 33.46	33.46
3137EAEV7	FHLMC Note 0.25% Due 08/24/2023	08/19/2020 08/21/2020 300,000.00	299,798.79 0.00 0.00 299,807.15	14.58 0.00 77.08 62.50	8.36 0.00 8.36 70.86	70.86
3137EAEW5	FHLMC Note 0.25% Due 09/08/2023	09/11/2020 09/14/2020 300,000.00	300,062.94 0.00 0.00 300,060.38	360.42 375.00 47.92 62.50	0.00 2.56 (2.56) 59.94	59.94
3137EAey1	FHLMC Note 0.125% Due 10/16/2023	10/14/2020 10/16/2020 225,000.00	224,406.01 0.00 0.00 224,429.00	105.47 0.00 128.91 23.44	22.99 0.00 22.99 46.43	46.43

Income Earned

As of September 30, 2021



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
3137EAEZ8	FHLMC Note 0.25% Due 11/06/2023	11/03/2020 11/05/2020 335,000.00	334,781.03 0.00 0.00 334,789.28	267.53 0.00 337.33 69.80	8.25 0.00 8.25 78.05	78.05
404280BA6	HSBC Holdings PLC Note Due 05/25/2023	05/15/2019 05/17/2019 0.00	202,053.22 0.00 201,991.40 0.00	1,920.00 2,300.00 0.00 380.00	0.00 61.82 (61.82) 318.18	318.18
43813GAC5	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 04/21/2025	02/17/2021 02/24/2021 80,000.00	79,998.79 0.00 0.00 79,998.83	6.00 18.00 6.00 18.00	0.04 0.00 0.04 18.04	18.04
43813KAC6	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	09/22/2020 09/29/2020 85,000.00	84,991.19 0.00 0.00 84,991.51	11.36 26.21 11.36 26.21	0.32 0.00 0.32 26.53	26.53
43815NAC8	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 08/15/2023	08/20/2019 08/27/2019 81,988.97	90,063.54 0.00 8,074.82 81,988.76	71.25 133.59 64.86 127.20	0.04 0.00 0.04 127.24	127.24
4581X0DZ8	Inter-American Dev Bank Note 0.5% Due 09/23/2024	09/15/2021 09/23/2021 260,000.00	0.00 259,807.60 0.00 259,809.00	0.00 0.00 28.89 28.89	1.40 0.00 1.40 30.29	30.29
459058GQ0	Intl. Bank Recon & Development Note 2.5% Due 03/19/2024	01/26/2021 01/28/2021 225,000.00	237,770.46 0.00 0.00 237,358.51	2,531.25 2,812.50 187.50 468.75	0.00 411.95 (411.95) 56.80	56.80
459058JM6	Intl. Bank Recon & Development Note 0.25% Due 11/24/2023	11/17/2020 11/24/2020 165,000.00	164,736.29 0.00 0.00 164,746.01	111.15 0.00 145.52 34.37	9.72 0.00 9.72 44.09	44.09
459200JX0	IBM Corp Note 2.85% Due 05/13/2022	05/16/2019 05/20/2019 200,000.00	200,069.97 0.00 0.00 200,061.71	1,710.00 0.00 2,185.00 475.00	0.00 8.26 (8.26) 466.74	466.74

Income Earned

As of September 30, 2021



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
45950KCR9	International Finance Corp Note 1.375% Due 10/16/2024	07/12/2021 07/14/2021 160,000.00	164,126.78 0.00 0.00 164,018.27	825.00 0.00 1,008.33 183.33	0.00 108.51 (108.51) 74.82	74.82
46647PAH9	JP Morgan Chase & Co Callable Note 2X 3/1/2024 3.22% Due 03/01/2025	08/19/2020 08/21/2020 210,000.00	221,909.03 0.00 0.00 221,517.29	3,381.00 3,381.00 563.50 563.50	0.00 391.74 (391.74) 171.76	171.76
47788UAC6	John Deere Owner Trust 2021-A A3 0.36% Due 09/15/2025	03/02/2021 03/10/2021 60,000.00	59,990.00 0.00 0.00 59,990.27	9.60 18.00 9.60 18.00	0.27 0.00 0.27 18.27	18.27
47789JAD8	John Deere Owner Trust 2019-A A3 2.91% Due 07/17/2023	Various Various 164,308.38	184,649.21 0.00 18,679.26 165,671.72	236.66 443.75 212.50 419.59	0.00 298.23 (298.23) 121.36	121.36
47789QAC4	John Deere Owner Trust 2021-B A3 0.52% Due 03/16/2026	07/13/2021 07/21/2021 70,000.00	69,993.96 0.00 0.00 69,994.10	40.44 54.60 16.18 30.34	0.14 0.00 0.14 30.48	30.48
58769KAD6	Mercedes-Benz Auto Lease Trust 2021-B A3 0.4% Due 11/15/2024	06/22/2021 06/29/2021 80,000.00	79,994.38 0.00 0.00 79,994.57	14.22 26.67 14.22 26.67	0.19 0.00 0.19 26.86	26.86
594918BX1	Microsoft Callable Note Cont 12/6/2023 2.875% Due 02/06/2024	03/05/2020 03/09/2020 200,000.00	208,048.51 0.00 0.00 207,756.20	399.31 0.00 878.47 479.16	0.00 292.31 (292.31) 186.85	186.85
65479JAD5	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 07/15/2024	10/16/2019 10/23/2019 99,639.88	107,921.94 0.00 8,285.52 99,636.78	92.58 173.58 85.47 166.47	0.36 0.00 0.36 166.83	166.83
69353RFB9	PNC Bank Callable Note Cont 1/18/2022 2.625% Due 02/17/2022	02/21/2019 02/25/2019 250,000.00	249,507.21 0.00 0.00 249,594.69	255.21 0.00 802.08 546.87	87.48 0.00 87.48 634.35	634.35

Income Earned

As of September 30, 2021



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
69371RR40	Paccar Financial Corp Note 0.5% Due 08/09/2024	08/03/2021 08/09/2021 80,000.00	79,957.71 0.00 0.00 79,958.89	24.44 0.00 57.78 33.34	1.18 0.00 1.18 34.52	34.52
747525AR4	Qualcomm Inc Callable Note Cont 12/30/2022 2.6% Due 01/30/2023	02/11/2020 02/13/2020 75,000.00	75,819.22 0.00 0.00 75,768.54	167.92 0.00 330.42 162.50	0.00 50.68 (50.68) 111.82	111.82
78015K7C2	Royal Bank of Canada Note 2.25% Due 11/01/2024	09/22/2020 09/24/2020 225,000.00	235,918.37 0.00 0.00 235,635.26	1,687.50 0.00 2,109.38 421.88	0.00 283.11 (283.11) 138.77	138.77
79466LAG9	Salesforce.com Inc Callable Note Cont 7/15/2022 0.625% Due 07/15/2024	06/29/2021 07/12/2021 35,000.00	34,982.98 0.00 0.00 34,983.47	29.77 0.00 48.00 18.23	0.49 0.00 0.49 18.72	18.72
808513BN4	Charles Schwab Corp Callable Note Cont 2/18/2024 0.75% Due 03/18/2024	Various Various 245,000.00	245,992.89 0.00 0.00 245,959.75	831.98 918.75 66.36 153.13	1.30 34.44 (33.14) 119.99	119.99
89114QCB2	Toronto Dominion Bank Note 3.25% Due 03/11/2024	07/16/2019 07/18/2019 200,000.00	203,583.75 0.00 0.00 203,467.14	3,069.44 3,250.00 361.11 541.67	0.00 116.61 (116.61) 425.06	425.06
89231PAD0	Toyota Auto Receivables Trust 2018-D A3 3.18% Due 03/15/2023	08/29/2019 08/30/2019 47,555.84	56,871.74 0.00 8,794.42 47,972.36	79.64 149.33 67.21 136.90	0.00 104.96 (104.96) 31.94	31.94
89232HAC9	Toyota Auto Receivable Own 2020-A A3 1.66% Due 05/15/2024	07/06/2020 07/08/2020 215,000.00	218,322.77 0.00 0.00 218,221.78	158.62 297.42 158.62 297.42	0.00 100.99 (100.99) 196.43	196.43
89236TEL5	Toyota Motor Credit Corp Note 2.7% Due 01/11/2023	04/25/2019 04/29/2019 200,000.00	199,947.10 0.00 0.00 199,950.30	750.00 0.00 1,200.00 450.00	3.20 0.00 3.20 453.20	453.20

Income Earned

As of September 30, 2021



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
89236XAC0	Toyota Auto Receivables 2020-D A3 0.35% Due 01/15/2025	10/06/2020 10/13/2020 70,000.00	69,989.67 0.00 0.00 69,989.92	10.89 20.42 10.89 20.42	0.25 0.00 0.25 20.67	20.67
90331HNV1	US Bank NA Callable Note Cont 6/23/2023 3.4% Due 07/24/2023	05/17/2019 05/21/2019 250,000.00	252,957.63 0.00 0.00 252,823.19	873.61 0.00 1,581.94 708.33	0.00 134.44 (134.44) 573.89	573.89
9128284Z0	US Treasury Note 2.75% Due 08/31/2025	06/24/2021 06/25/2021 125,000.00	134,979.54 0.00 0.00 134,774.48	9.50 0.00 294.37 284.87	0.00 205.06 (205.06) 79.81	79.81
912828M80	US Treasury Note 2% Due 11/30/2022	Various Various 300,000.00	301,445.68 0.00 0.00 301,350.36	1,524.59 0.00 2,016.39 491.80	0.00 95.32 (95.32) 396.48	396.48
912828T26	US Treasury Note 1.375% Due 09/30/2023	Various Various 300,000.00	296,661.49 0.00 0.00 296,793.44	1,735.65 2,062.50 11.33 338.18	131.95 0.00 131.95 470.13	470.13
912828V80	US Treasury Note 2.25% Due 01/31/2024	11/26/2019 11/27/2019 200,000.00	203,066.01 0.00 0.00 202,961.73	391.30 0.00 758.15 366.85	0.00 104.28 (104.28) 262.57	262.57
912828VB3	US Treasury Note 1.75% Due 05/15/2023	12/16/2019 12/17/2019 250,000.00	250,258.17 0.00 0.00 250,245.69	1,295.86 0.00 1,652.51 356.65	0.00 12.48 (12.48) 344.17	344.17
912828WJ5	US Treasury Note 2.5% Due 05/15/2024	12/12/2019 12/13/2019 300,000.00	305,922.86 0.00 0.00 305,742.84	2,221.47 0.00 2,832.88 611.41	0.00 180.02 (180.02) 431.39	431.39
912828Y87	US Treasury Note 1.75% Due 07/31/2024	01/31/2020 01/31/2020 300,000.00	303,369.53 0.00 0.00 303,274.52	456.52 0.00 884.51 427.99	0.00 95.01 (95.01) 332.98	332.98

Income Earned

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CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
912828ZF0	US Treasury Note 0.5% Due 03/31/2025	03/25/2021 03/29/2021 350,000.00	349,022.89 0.00 0.00 349,045.31	736.34 875.00 4.81 143.47	22.42 0.00 22.42 165.89	165.89
912828ZT0	US Treasury Note 0.25% Due 05/31/2025	02/25/2021 02/26/2021 365,000.00	360,296.30 0.00 0.00 360,399.45	231.86 0.00 306.66 74.80	103.15 0.00 103.15 177.95	177.95
91282CAZ4	US Treasury Note 0.375% Due 11/30/2025	Various Various 300,000.00	149,779.81 147,310.55 0.00 297,106.94	142.93 (178.28) 378.08 56.87	16.58 0.00 16.58 73.45	73.45
91282CBV2	US Treasury Note 0.375% Due 04/15/2024	Various Various 500,000.00	350,278.38 149,847.66 0.00 500,118.45	498.46 (248.98) 865.78 118.34	1.14 8.73 (7.59) 110.75	110.75
91282CCG4	US Treasury Note 0.25% Due 06/15/2024	06/17/2021 06/18/2021 400,000.00	398,035.37 0.00 0.00 398,093.27	213.11 0.00 295.08 81.97	57.90 0.00 57.90 139.87	139.87
91282CCT6	US Treasury Note 0.375% Due 08/15/2024	08/25/2021 08/26/2021 400,000.00	399,114.31 0.00 0.00 399,138.93	69.29 0.00 191.58 122.29	24.62 0.00 24.62 146.91	146.91
92290BAA9	Verizon Owner Trust 2020-B A 0.47% Due 02/20/2025	08/04/2020 08/12/2020 120,000.00	119,980.67 0.00 0.00 119,981.13	17.23 47.00 17.23 47.00	0.46 0.00 0.46 47.46	47.46
92348AAA3	Verizon Owner Trust 2019-C A1A 1.94% Due 04/22/2024	10/01/2019 10/08/2019 80,000.00	79,996.41 0.00 0.00 79,996.52	47.42 129.33 47.42 129.33	0.11 0.00 0.11 129.44	129.44
931142ER0	Wal-Mart Stores Callable Note Cont 08/17/2026 1.05% Due 09/17/2026	09/08/2021 09/17/2021 40,000.00	0.00 39,924.40 0.00 39,924.98	0.00 0.00 16.33 16.33	0.58 0.00 0.58 16.91	16.91

Income Earned

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CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
			15,371,301.75	53,441.52	971.74	
			646,885.05	32,611.56	4,857.41	
			566,000.46	39,219.39	(3,885.67)	
Total Fixed Income		15,352,051.83	15,448,300.67	18,389.43	14,503.76	14,503.76

CASH & EQUIVALENT

08173QBS4	Beneficial Bank	09/20/2016	248,000.00	1,548.13	0.00	315.95
	Negotiable CD	09/20/2016	0.00	0.00	0.00	
	1.55% Due 10/07/2021	248,000.00	0.00	1,864.08	0.00	
			248,000.00	315.95	315.95	
29976D2F6	Everbank	02/09/2017	248,000.00	153.22	0.00	417.86
	Negotiable CD	02/09/2017	0.00	0.00	0.00	
	2.05% Due 02/14/2022	248,000.00	0.00	571.08	0.00	
			248,000.00	417.86	417.86	
31846V203	First American	09/27/2021	58,519.86	0.00	0.00	1.60
	Govt Obligation Fund Class Y	09/27/2021	57,398.50	1.60	0.00	
		20,331.31	95,587.05	0.00	0.00	
			20,331.31	1.60	1.60	
89233GYP5	Toyota Motor Credit	04/26/2021	349,854.75	0.00	52.50	52.50
	Discount CP	04/27/2021	0.00	0.00	0.00	
	0.18% Due 11/23/2021	350,000.00	0.00	0.00	52.50	
			349,907.25	0.00	52.50	
			904,374.61	1,701.35	52.50	
			57,398.50	1.60	0.00	
			95,587.05	2,435.16	52.50	
Total Cash & Equivalent		866,331.31	866,238.56	735.41	787.91	787.91

Income Earned

As of September 30, 2021



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
LOCAL AGENCY INVESTMENT FUND						
90LAIF\$00	Local Agency Investment Fund	Various	30,667,060.67	11,459.12	0.00	5,251.25
	State Pool	Various	0.00	0.00	0.00	
		30,667,060.67	0.00	16,710.37	0.00	
			30,667,060.67	5,251.25	5,251.25	
			30,667,060.67	11,459.12	0.00	
			0.00	0.00	0.00	
			0.00	16,710.37	0.00	
Total Local Agency Investment Fund		30,667,060.67	30,667,060.67	5,251.25	5,251.25	5,251.25
INVESTMENT POOL						
09CATR\$05	CalTrust	Various	6,563,535.75	0.00	0.00	0.00
	Medium Term Fund	Various	1,647.34	0.00	0.00	
		652,623.19	0.00	0.00	0.00	
			6,565,183.09	0.00	0.00	
			6,563,535.75	0.00	0.00	
			1,647.34	0.00	0.00	
			0.00	0.00	0.00	
Total Investment Pool		652,623.19	6,565,183.09	0.00	0.00	0.00
			53,506,272.78	66,601.99	1,024.24	
			705,930.89	32,613.16	4,857.41	
			661,587.51	58,364.92	(3,833.17)	
TOTAL PORTFOLIO		47,538,067.00	53,546,782.99	24,376.09	20,542.92	20,542.92

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
10/07/2021	Maturity	08173QBS4	248,000.00	Beneficial Bank Negotiable CD	248,000.00	1,927.27	249,927.27
10/08/2021	Interest	3133ELWD2	285,000.00	FFCB Note 0.375% Due 4/8/2022	0.00	534.38	534.38
10/15/2021	Dividend	90LAIF\$00	2,821,171,791.79	Local Agency Investment Fund State Pool	0.00	16,707.81	16,707.81
10/15/2021	Interest	91282CBV2	500,000.00	US Treasury Note 0.375% Due 4/15/2024	0.00	937.50	937.50
10/15/2021	Paydown	47788UAC6	60,000.00	John Deere Owner Trust 2021-A A3 0.36% Due 9/15/2025	0.00	18.00	18.00
10/15/2021	Paydown	47789JAD8	164,308.38	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	14,761.20	398.45	15,159.65
10/15/2021	Paydown	43815NAC8	81,988.97	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	8,622.26	121.62	8,743.88
10/15/2021	Paydown	47789QAC4	70,000.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	0.00	30.33	30.33
10/15/2021	Paydown	89231PAD0	47,555.84	Toyota Auto Receivables Trust 2018-D A3 3.18% Due 3/15/2023	2,602.39	126.02	2,728.41
10/15/2021	Paydown	89232HAC9	215,000.00	Toyota Auto Receivable Own 2020-A A3 1.66% Due 5/15/2024	10,100.64	297.42	10,398.06
10/15/2021	Paydown	89236XAC0	70,000.00	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	1,860.12	20.42	1,880.54
10/15/2021	Paydown	65479JAD5	99,639.88	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	2,823.22	160.25	2,983.47
10/15/2021	Paydown	58769KAD6	80,000.00	Mercedes-Benz Auto Lease Trust 2021-B A3 0.4% Due 11/15/2024	0.00	26.67	26.67
10/16/2021	Interest	45950KCR9	160,000.00	International Finance Corp Note 1.375% Due 10/16/2024	0.00	1,100.00	1,100.00
10/16/2021	Interest	3137EAEY1	225,000.00	FHLMC Note 0.125% Due 10/16/2023	0.00	140.63	140.63
10/18/2021	Paydown	43813KAC6	85,000.00	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	0.00	26.21	26.21
10/20/2021	Paydown	92348AAA3	80,000.00	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	2,413.89	129.33	2,543.22

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
10/20/2021	Paydown	92290BAA9	120,000.00	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	2,903.97	47.00	2,950.97
10/21/2021	Paydown	3137BM6P6	0.00	FHLMC K721 A2 3.09% Due 8/25/2022	217.62	331.60	549.22
10/21/2021	Paydown	43813GAC5	80,000.00	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	0.00	18.00	18.00
10/25/2021	Interest	3137BM6P6	128,558.76	FHLMC K721 A2 3.09% Due 8/25/2022	0.00	331.04	331.04
10/25/2021	Paydown	09690AAC7	50,000.00	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	0.00	18.33	18.33
10/25/2021	Paydown	3137B4GY6	275,000.00	FHLMC K032 A2 3.31% Due 5/25/2023	0.00	758.54	758.54
OCT 2021					294,305.31	24,206.82	318,512.13
11/01/2021	Interest	78015K7C2	225,000.00	Royal Bank of Canada Note 2.25% Due 11/1/2024	0.00	2,531.25	2,531.25
11/03/2021	Interest	037833AK6	200,000.00	Apple Inc Note 2.4% Due 5/3/2023	0.00	2,400.00	2,400.00
11/05/2021	Interest	3137EAER6	305,000.00	FHLMC Note 0.375% Due 5/5/2023	0.00	571.88	571.88
11/06/2021	Interest	3137EAEZ8	335,000.00	FHLMC Note 0.25% Due 11/6/2023	0.00	418.75	418.75
11/06/2021	Interest	3133ELYR9	325,000.00	FFCB Note 0.25% Due 5/6/2022	0.00	406.25	406.25
11/07/2021	Interest	3135G06G3	350,000.00	FNMA Note 0.5% Due 11/7/2025	0.00	875.00	875.00
11/12/2021	Interest	023135BW5	130,000.00	Amazon.com Inc Note 0.45% Due 5/12/2024	0.00	292.50	292.50
11/13/2021	Interest	459200JX0	200,000.00	IBM Corp Note 2.85% Due 5/13/2022	0.00	2,850.00	2,850.00
11/15/2021	Interest	912828WJ5	300,000.00	US Treasury Note 2.5% Due 5/15/2024	0.00	3,750.00	3,750.00
11/15/2021	Interest	912828VB3	250,000.00	US Treasury Note 1.75% Due 5/15/2023	0.00	2,187.50	2,187.50

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
11/15/2021	Paydown	47789QAC4	70,000.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	0.00	30.33	30.33
11/15/2021	Paydown	89231PAD0	47,555.84	Toyota Auto Receivables Trust 2018-D A3 3.18% Due 3/15/2023	2,607.00	119.13	2,726.13
11/15/2021	Paydown	89236XAC0	70,000.00	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	1,855.22	19.87	1,875.09
11/15/2021	Paydown	47789JAD8	164,308.38	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	14,796.14	362.65	15,158.79
11/15/2021	Paydown	43815NAC8	81,988.97	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	8,299.45	108.83	8,408.28
11/15/2021	Paydown	58769KAD6	80,000.00	Mercedes-Benz Auto Lease Trust 2021-B A3 0.4% Due 11/15/2024	0.00	26.67	26.67
11/15/2021	Paydown	89232HAC9	215,000.00	Toyota Auto Receivable Own 2020-A A3 1.66% Due 5/15/2024	9,891.57	283.44	10,175.01
11/15/2021	Paydown	47788UAC6	60,000.00	John Deere Owner Trust 2021-A A3 0.36% Due 9/15/2025	0.00	18.00	18.00
11/15/2021	Paydown	65479JAD5	99,639.88	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	2,829.57	155.71	2,985.28
11/17/2021	Interest	14913R2L0	205,000.00	Caterpillar Financial Service Note 0.45% Due 5/17/2024	0.00	461.25	461.25
11/18/2021	Paydown	43813KAC6	85,000.00	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	0.00	26.21	26.21
11/20/2021	Paydown	92348AAA3	80,000.00	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	2,419.32	125.43	2,544.75
11/20/2021	Paydown	92290BAA9	120,000.00	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	2,905.11	45.86	2,950.97
11/21/2021	Paydown	43813GAC5	80,000.00	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	0.00	18.00	18.00
11/22/2021	Interest	3135G04Q3	245,000.00	FNMA Note 0.25% Due 5/22/2023	0.00	306.25	306.25
11/23/2021	Maturity	89233GYP5	350,000.00	Toyota Motor Credit Discount CP 0.18% Due 11/23/2021	350,000.00	0.00	350,000.00
11/24/2021	Interest	459058JM6	165,000.00	Intl. Bank Recon & Development Note 0.25% Due 11/24/2023	0.00	206.25	206.25

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
11/25/2021	Interest	3137BM6P6	128,558.76	FHLMC K721 A2 3.09% Due 8/25/2022	0.00	331.04	331.04
11/25/2021	Paydown	09690AAC7	50,000.00	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	0.00	13.75	13.75
11/25/2021	Paydown	3137B4GY6	275,000.00	FHLMC K032 A2 3.31% Due 5/25/2023	0.00	758.54	758.54
11/30/2021	Interest	91282CAZ4	300,000.00	US Treasury Note 0.375% Due 11/30/2025	0.00	562.50	562.50
11/30/2021	Interest	912828M80	300,000.00	US Treasury Note 2% Due 11/30/2022	0.00	3,000.00	3,000.00
11/30/2021	Interest	912828ZT0	365,000.00	US Treasury Note 0.25% Due 5/31/2025	0.00	456.25	456.25
NOV 2021					395,603.38	23,719.09	419,322.47
12/08/2021	Interest	3134GVJ66	350,000.00	FHLMC Note 0.25% Due 6/8/2022	0.00	437.50	437.50
12/08/2021	Interest	3130A0F70	350,000.00	FHLB Note 3.375% Due 12/8/2023	0.00	5,906.25	5,906.25
12/14/2021	Interest	3130A1XJ2	155,000.00	FHLB Note 2.875% Due 6/14/2024	0.00	2,228.13	2,228.13
12/15/2021	Interest	91282CCG4	400,000.00	US Treasury Note 0.25% Due 6/15/2024	0.00	500.00	500.00
12/15/2021	Paydown	65479JAD5	99,639.88	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	2,835.93	151.16	2,987.09
12/15/2021	Paydown	58769KAD6	80,000.00	Mercedes-Benz Auto Lease Trust 2021-B A3 0.4% Due 11/15/2024	0.00	26.67	26.67
12/15/2021	Paydown	89232HAC9	215,000.00	Toyota Auto Receivable Own 2020-A A3 1.66% Due 5/15/2024	9,681.60	269.76	9,951.36
12/15/2021	Paydown	47789QAC4	70,000.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	0.00	30.33	30.33
12/15/2021	Paydown	89231PAD0	47,555.84	Toyota Auto Receivables Trust 2018-D A3 3.18% Due 3/15/2023	2,611.63	112.22	2,723.85
12/15/2021	Paydown	89236XAC0	70,000.00	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	1,850.25	19.33	1,869.58

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
12/15/2021	Paydown	43815NAC8	81,988.97	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	7,975.86	96.52	8,072.38
12/15/2021	Paydown	47788UAC6	60,000.00	John Deere Owner Trust 2021-A A3 0.36% Due 9/15/2025	0.00	18.00	18.00
12/15/2021	Paydown	47789JAD8	164,308.38	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	14,831.16	326.77	15,157.93
12/18/2021	Paydown	43813KAC6	85,000.00	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	0.00	26.21	26.21
12/20/2021	Paydown	92348AAA3	80,000.00	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	2,424.76	121.52	2,546.28
12/20/2021	Paydown	92290BAA9	120,000.00	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	2,906.25	44.72	2,950.97
12/21/2021	Paydown	43813GAC5	80,000.00	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	0.00	18.00	18.00
12/25/2021	Interest	3137BM6P6	128,558.76	FHLMC K721 A2 3.09% Due 8/25/2022	0.00	331.04	331.04
12/25/2021	Paydown	09690AAC7	50,000.00	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	0.00	13.75	13.75
12/25/2021	Paydown	3137B4GY6	275,000.00	FHLMC K032 A2 3.31% Due 5/25/2023	0.00	758.54	758.54
12/26/2021	Interest	3137EAES4	300,000.00	FHLMC Note 0.25% Due 6/26/2023	0.00	375.00	375.00
DEC 2021					45,117.44	11,811.42	56,928.86
01/10/2022	Interest	3135G05G4	250,000.00	FNMA Note 0.25% Due 7/10/2023	0.00	312.50	312.50
01/11/2022	Interest	89236TEL5	200,000.00	Toyota Motor Credit Corp Note 2.7% Due 1/11/2023	0.00	2,700.00	2,700.00
01/13/2022	Interest	037833DE7	200,000.00	Apple Inc Callable Note Cont 12/13/2022 2.4% Due 1/13/2023	0.00	2,400.00	2,400.00
01/13/2022	Maturity	3137EADB2	350,000.00	FHLMC Note 2.375% Due 1/13/2022	350,000.00	4,156.25	354,156.25
01/15/2022	Interest	79466LAG9	35,000.00	Salesforce.com Inc Callable Note Cont 7/15/2022 0.625% Due 7/15/2024	0.00	111.20	111.20

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
01/15/2022	Paydown	89232HAC9	215,000.00	Toyota Auto Receivable Own 2020-A A3 1.66% Due 5/15/2024	9,470.75	256.37	9,727.12
01/15/2022	Paydown	58769KAD6	80,000.00	Mercedes-Benz Auto Lease Trust 2021-B A3 0.4% Due 11/15/2024	0.00	26.67	26.67
01/15/2022	Paydown	47788UAC6	60,000.00	John Deere Owner Trust 2021-A A3 0.36% Due 9/15/2025	0.00	18.00	18.00
01/15/2022	Paydown	47789QAC4	70,000.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	0.00	30.33	30.33
01/15/2022	Paydown	65479JAD5	99,639.88	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	2,842.31	146.60	2,988.91
01/15/2022	Paydown	43815NAC8	81,988.97	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	7,651.48	84.69	7,736.17
01/15/2022	Paydown	47789JAD8	164,308.38	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	14,866.25	290.81	15,157.06
01/15/2022	Paydown	89231PAD0	47,555.84	Toyota Auto Receivables Trust 2018-D A3 3.18% Due 3/15/2023	2,616.26	105.30	2,721.56
01/15/2022	Paydown	89236XAC0	70,000.00	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	1,845.23	18.79	1,864.02
01/18/2022	Paydown	43813KAC6	85,000.00	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	0.00	26.21	26.21
01/20/2022	Paydown	92348AAA3	80,000.00	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	2,430.22	117.60	2,547.82
01/20/2022	Paydown	92290BAA9	120,000.00	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	2,907.38	43.59	2,950.97
01/21/2022	Paydown	43813GAC5	80,000.00	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	0.00	18.00	18.00
01/24/2022	Interest	90331HNV1	250,000.00	US Bank NA Callable Note Cont 6/23/2023 3.4% Due 7/24/2023	0.00	4,250.00	4,250.00
01/25/2022	Interest	3137BM6P6	128,558.76	FHLMC K721 A2 3.09% Due 8/25/2022	0.00	331.04	331.04
01/25/2022	Interest	3137EAET2	170,000.00	FHLMC Note 0.125% Due 7/25/2022	0.00	106.25	106.25
01/25/2022	Paydown	3137B4GY6	275,000.00	FHLMC K032 A2 3.31% Due 5/25/2023	0.00	758.54	758.54

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01/25/2022	Paydown	09690AAC7	50,000.00	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	0.00	13.75	13.75
01/30/2022	Interest	747525AR4	75,000.00	Qualcomm Inc Callable Note Cont 12/30/2022 2.6% Due 1/30/2023	0.00	975.00	975.00
01/31/2022	Interest	912828Y87	300,000.00	US Treasury Note 1.75% Due 7/31/2024	0.00	2,625.00	2,625.00
01/31/2022	Interest	912828V80	200,000.00	US Treasury Note 2.25% Due 1/31/2024	0.00	2,250.00	2,250.00
JAN 2022					394,629.88	22,172.49	416,802.37
02/06/2022	Interest	594918BX1	200,000.00	Microsoft Callable Note Cont 12/6/2023 2.875% Due 2/6/2024	0.00	2,875.00	2,875.00
02/09/2022	Interest	69371RR40	80,000.00	Paccar Financial Corp Note 0.5% Due 8/9/2024	0.00	200.00	200.00
02/14/2022	Maturity	29976D2F6	248,000.00	Everbank Negotiable CD 2.05% Due 2/14/2022	248,000.00	2,465.39	250,465.39
02/15/2022	Interest	91282CCT6	400,000.00	US Treasury Note 0.375% Due 8/15/2024	0.00	750.00	750.00
02/15/2022	Paydown	58769KAD6	80,000.00	Mercedes-Benz Auto Lease Trust 2021-B A3 0.4% Due 11/15/2024	0.00	26.67	26.67
02/15/2022	Paydown	43815NAC8	81,988.97	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	7,326.32	73.34	7,399.66
02/15/2022	Paydown	47789QAC4	70,000.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	0.00	30.33	30.33
02/15/2022	Paydown	65479JAD5	99,639.88	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	2,848.71	142.03	2,990.74
02/15/2022	Paydown	47788UAC6	60,000.00	John Deere Owner Trust 2021-A A3 0.36% Due 9/15/2025	0.00	18.00	18.00
02/15/2022	Paydown	47789JAD8	164,308.38	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	14,901.45	254.75	15,156.20
02/15/2022	Paydown	89231PAD0	47,555.84	Toyota Auto Receivables Trust 2018-D A3 3.18% Due 3/15/2023	2,620.90	98.36	2,719.26
02/15/2022	Paydown	89232HAC9	215,000.00	Toyota Auto Receivable Own 2020-A A3 1.66% Due 5/15/2024	9,259.00	243.27	9,502.27

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02/15/2022	Paydown	89236XAC0	70,000.00	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	1,840.15	18.26	1,858.41
02/16/2022	Interest	06406FAD5	200,000.00	Bank of NY Mellon Corp Callable Note Cont 6/16/2023 2.2% Due 8/16/2023	0.00	2,200.00	2,200.00
02/17/2022	Maturity	69353RFB9	250,000.00	PNC Bank Callable Note Cont 1/18/2022 2.625% Due 2/17/2022	250,000.00	3,281.25	253,281.25
02/18/2022	Paydown	43813KAC6	85,000.00	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	0.00	26.21	26.21
02/19/2022	Paydown	3137BM6P6	128,558.76	FHLMC K721 A2 3.09% Due 8/25/2022	1,224.76	2.52	1,227.28
02/20/2022	Paydown	92348AAA3	80,000.00	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	2,435.69	113.67	2,549.36
02/20/2022	Paydown	92290BAA9	120,000.00	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	2,908.52	42.45	2,950.97
02/21/2022	Paydown	43813GAC5	80,000.00	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	0.00	18.00	18.00
02/24/2022	Interest	3137EAEV7	300,000.00	FHLMC Note 0.25% Due 8/24/2023	0.00	375.00	375.00
02/25/2022	Interest	3137BM6P6	128,558.76	FHLMC K721 A2 3.09% Due 8/25/2022	0.00	327.89	327.89
02/25/2022	Paydown	3137B4GY6	275,000.00	FHLMC K032 A2 3.31% Due 5/25/2023	0.00	758.54	758.54
02/25/2022	Paydown	09690AAC7	50,000.00	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	0.00	13.75	13.75
02/28/2022	Interest	9128284Z0	125,000.00	US Treasury Note 2.75% Due 8/31/2025	0.00	1,718.75	1,718.75
FEB 2022					543,365.50	16,073.43	559,438.93
03/01/2022	Interest	46647PAH9	210,000.00	JP Morgan Chase & Co Callable Note 2X 3/1/2024 3.22% Due 3/1/2025	0.00	3,381.00	3,381.00
03/08/2022	Interest	24422ETV1	305,000.00	John Deere Capital Corp Note 2.15% Due 9/8/2022	0.00	3,278.75	3,278.75
03/08/2022	Interest	3137EAEW5	300,000.00	FHLMC Note 0.25% Due 9/8/2023	0.00	375.00	375.00

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03/10/2022	Interest	3130ADRG9	350,000.00	FHLB Note 2.75% Due 3/10/2023	0.00	4,812.50	4,812.50
03/11/2022	Interest	89114QCB2	200,000.00	Toronto Dominion Bank Note 3.25% Due 3/11/2024	0.00	3,250.00	3,250.00
03/12/2022	Interest	3135G0U43	350,000.00	FNMA Note 2.875% Due 9/12/2023	0.00	5,031.25	5,031.25
03/15/2022	Paydown	47788UAC6	60,000.00	John Deere Owner Trust 2021-A A3 0.36% Due 9/15/2025	0.00	18.00	18.00
03/15/2022	Paydown	47789QAC4	70,000.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	0.00	30.33	30.33
03/15/2022	Paydown	58769KAD6	80,000.00	Mercedes-Benz Auto Lease Trust 2021-B A3 0.4% Due 11/15/2024	0.00	26.67	26.67
03/15/2022	Paydown	65479JAD5	99,639.88	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	2,855.12	137.45	2,992.57
03/15/2022	Paydown	89232HAC9	215,000.00	Toyota Auto Receivable Own 2020-A A3 1.66% Due 5/15/2024	9,046.36	230.46	9,276.82
03/15/2022	Paydown	43815NAC8	81,988.97	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	7,000.38	62.47	7,062.85
03/15/2022	Paydown	89231PAD0	47,555.84	Toyota Auto Receivables Trust 2018-D A3 3.18% Due 3/15/2023	2,625.55	91.42	2,716.97
03/15/2022	Paydown	89236XAC0	70,000.00	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	1,835.02	17.72	1,852.74
03/15/2022	Paydown	47789JAD8	164,308.38	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	14,936.71	218.62	15,155.33
03/17/2022	Interest	931142ER0	40,000.00	Wal-Mart Stores Callable Note Cont 08/17/2026 1.05% Due 9/17/2026	0.00	210.00	210.00
03/18/2022	Interest	808513BN4	245,000.00	Charles Schwab Corp Callable Note Cont 2/18/2024 0.75% Due 3/18/2024	0.00	918.75	918.75
03/18/2022	Paydown	43813KAC6	85,000.00	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	4,035.15	26.21	4,061.36
03/19/2022	Interest	459058GQ0	225,000.00	Intl. Bank Recon & Development Note 2.5% Due 3/19/2024	0.00	2,812.50	2,812.50
03/19/2022	Paydown	3137BM6P6	128,558.76	FHLMC K721 A2 3.09% Due 8/25/2022	9,019.67	18.58	9,038.25

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03/20/2022	Paydown	92348AAA3	80,000.00	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	2,441.17	109.73	2,550.90
03/20/2022	Paydown	92290BAA9	120,000.00	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	2,909.66	41.31	2,950.97
03/21/2022	Paydown	43813GAC5	80,000.00	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	0.00	18.00	18.00
03/23/2022	Interest	4581X0DZ8	260,000.00	Inter-American Dev Bank Note 0.5% Due 9/23/2024	0.00	650.00	650.00
03/25/2022	Interest	3137BM6P6	128,558.76	FHLMC K721 A2 3.09% Due 8/25/2022	0.00	304.66	304.66
03/25/2022	Paydown	3137B4GY6	275,000.00	FHLMC K032 A2 3.31% Due 5/25/2023	0.00	758.54	758.54
03/25/2022	Paydown	09690AAC7	50,000.00	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	0.00	13.75	13.75
03/31/2022	Interest	912828T26	300,000.00	US Treasury Note 1.375% Due 9/30/2023	0.00	2,062.50	2,062.50
03/31/2022	Interest	912828ZF0	350,000.00	US Treasury Note 0.5% Due 3/31/2025	0.00	875.00	875.00
MAR 2022					56,704.79	29,781.17	86,485.96
04/08/2022	Maturity	3133ELWD2	285,000.00	FFCB Note 0.375% Due 4/8/2022	285,000.00	534.38	285,534.38
04/15/2022	Interest	91282CBV2	500,000.00	US Treasury Note 0.375% Due 4/15/2024	0.00	937.50	937.50
04/15/2022	Paydown	47788UAC6	60,000.00	John Deere Owner Trust 2021-A A3 0.36% Due 9/15/2025	0.00	18.00	18.00
04/15/2022	Paydown	47789JAD8	164,308.38	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	14,972.06	182.40	15,154.46
04/15/2022	Paydown	89231PAD0	47,555.84	Toyota Auto Receivables Trust 2018-D A3 3.18% Due 3/15/2023	2,630.20	84.46	2,714.66
04/15/2022	Paydown	89236XAC0	70,000.00	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	1,829.84	17.18	1,847.02
04/15/2022	Paydown	47789QAC4	70,000.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	0.00	30.33	30.33

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04/15/2022	Paydown	58769KAD6	80,000.00	Mercedes-Benz Auto Lease Trust 2021-B A3 0.4% Due 11/15/2024	0.00	26.67	26.67
04/15/2022	Paydown	43815NAC8	81,988.97	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	6,673.65	52.08	6,725.73
04/15/2022	Paydown	65479JAD5	99,639.88	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	2,861.54	132.86	2,994.40
04/15/2022	Paydown	89232HAC9	215,000.00	Toyota Auto Receivable Own 2020-A A3 1.66% Due 5/15/2024	8,832.83	217.94	9,050.77
04/16/2022	Interest	45950KCR9	160,000.00	International Finance Corp Note 1.375% Due 10/16/2024	0.00	1,100.00	1,100.00
04/16/2022	Interest	3137EAEY1	225,000.00	FHLMC Note 0.125% Due 10/16/2023	0.00	140.63	140.63
04/18/2022	Paydown	43813KAC6	85,000.00	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	4,036.40	24.96	4,061.36
04/19/2022	Paydown	3137BM6P6	128,558.76	FHLMC K721 A2 3.09% Due 8/25/2022	9,054.39	18.65	9,073.04
04/20/2022	Paydown	92348AAA3	80,000.00	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	2,446.66	105.79	2,552.45
04/20/2022	Paydown	92290BAA9	120,000.00	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	2,910.80	40.17	2,950.97
04/21/2022	Paydown	43813GAC5	80,000.00	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	0.00	18.00	18.00
04/25/2022	Interest	3137BM6P6	128,558.76	FHLMC K721 A2 3.09% Due 8/25/2022	0.00	281.34	281.34
04/25/2022	Paydown	3137B4GY6	275,000.00	FHLMC K032 A2 3.31% Due 5/25/2023	0.00	758.54	758.54
04/25/2022	Paydown	09690AAC7	50,000.00	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	0.00	13.75	13.75
APR 2022					341,248.37	4,735.63	345,984.00
05/01/2022	Interest	78015K7C2	225,000.00	Royal Bank of Canada Note 2.25% Due 11/1/2024	0.00	2,531.25	2,531.25
05/03/2022	Interest	037833AK6	200,000.00	Apple Inc Note 2.4% Due 5/3/2023	0.00	2,400.00	2,400.00

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05/05/2022	Interest	3137EAER6	305,000.00	FHLMC Note 0.375% Due 5/5/2023	0.00	571.88	571.88
05/06/2022	Interest	3137EAEZ8	335,000.00	FHLMC Note 0.25% Due 11/6/2023	0.00	418.75	418.75
05/06/2022	Maturity	3133ELYR9	325,000.00	FFCB Note 0.25% Due 5/6/2022	325,000.00	406.25	325,406.25
05/07/2022	Interest	3135G06G3	350,000.00	FNMA Note 0.5% Due 11/7/2025	0.00	875.00	875.00
05/12/2022	Interest	023135BW5	130,000.00	Amazon.com Inc Note 0.45% Due 5/12/2024	0.00	292.50	292.50
05/13/2022	Maturity	459200JX0	200,000.00	IBM Corp Note 2.85% Due 5/13/2022	200,000.00	2,850.00	202,850.00
05/15/2022	Interest	912828VB3	250,000.00	US Treasury Note 1.75% Due 5/15/2023	0.00	2,187.50	2,187.50
05/15/2022	Interest	912828WJ5	300,000.00	US Treasury Note 2.5% Due 5/15/2024	0.00	3,750.00	3,750.00
05/15/2022	Paydown	47788UAC6	60,000.00	John Deere Owner Trust 2021-A A3 0.36% Due 9/15/2025	0.00	18.00	18.00
05/15/2022	Paydown	47789QAC4	70,000.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	0.00	30.33	30.33
05/15/2022	Paydown	58769KAD6	80,000.00	Mercedes-Benz Auto Lease Trust 2021-B A3 0.4% Due 11/15/2024	0.00	26.67	26.67
05/15/2022	Paydown	89232HAC9	215,000.00	Toyota Auto Receivable Own 2020-A A3 1.66% Due 5/15/2024	8,618.37	205.73	8,824.10
05/15/2022	Paydown	89231PAD0	47,555.84	Toyota Auto Receivables Trust 2018-D A3 3.18% Due 3/15/2023	2,634.87	77.49	2,712.36
05/15/2022	Paydown	89236XAC0	70,000.00	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	1,824.60	16.65	1,841.25
05/15/2022	Paydown	43815NAC8	81,988.97	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	6,346.12	42.19	6,388.31
05/15/2022	Paydown	47789JAD8	164,308.38	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	15,007.49	146.09	15,153.58
05/15/2022	Paydown	65479JAD5	99,639.88	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	2,867.98	128.25	2,996.23

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05/17/2022	Interest	14913R2L0	205,000.00	Caterpillar Financial Service Note 0.45% Due 5/17/2024	0.00	461.25	461.25
05/18/2022	Paydown	43813KAC6	85,000.00	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	4,037.64	23.72	4,061.36
05/19/2022	Paydown	3137BM6P6	128,558.76	FHLMC K721 A2 3.09% Due 8/25/2022	28,636.46	58.99	28,695.45
05/20/2022	Paydown	92348AAA3	80,000.00	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	2,452.17	101.83	2,554.00
05/20/2022	Paydown	92290BAA9	120,000.00	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	2,911.94	39.03	2,950.97
05/21/2022	Paydown	43813GAC5	80,000.00	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	0.00	18.00	18.00
05/22/2022	Interest	3135G04Q3	245,000.00	FNMA Note 0.25% Due 5/22/2023	0.00	306.25	306.25
05/24/2022	Interest	459058JM6	165,000.00	Intl. Bank Recon & Development Note 0.25% Due 11/24/2023	0.00	206.25	206.25
05/25/2022	Interest	3137BM6P6	128,558.76	FHLMC K721 A2 3.09% Due 8/25/2022	0.00	207.61	207.61
05/25/2022	Paydown	3137B4GY6	275,000.00	FHLMC K032 A2 3.31% Due 5/25/2023	0.00	758.54	758.54
05/25/2022	Paydown	09690AAC7	50,000.00	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	0.00	13.75	13.75
05/31/2022	Interest	912828M80	300,000.00	US Treasury Note 2% Due 11/30/2022	0.00	3,000.00	3,000.00
05/31/2022	Interest	912828ZT0	365,000.00	US Treasury Note 0.25% Due 5/31/2025	0.00	456.25	456.25
05/31/2022	Interest	91282CAZ4	300,000.00	US Treasury Note 0.375% Due 11/30/2025	0.00	562.50	562.50
MAY 2022					600,337.64	23,188.50	623,526.14
06/08/2022	Interest	3130A0F70	350,000.00	FHLB Note 3.375% Due 12/8/2023	0.00	5,906.25	5,906.25
06/08/2022	Maturity	3134GVJ66	350,000.00	FHLMC Note 0.25% Due 6/8/2022	350,000.00	437.50	350,437.50

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
06/14/2022	Interest	3130A1XJ2	155,000.00	FHLB Note 2.875% Due 6/14/2024	0.00	2,228.13	2,228.13
06/15/2022	Interest	91282CCG4	400,000.00	US Treasury Note 0.25% Due 6/15/2024	0.00	500.00	500.00
06/15/2022	Paydown	58769KAD6	80,000.00	Mercedes-Benz Auto Lease Trust 2021-B A3 0.4% Due 11/15/2024	0.00	26.67	26.67
06/15/2022	Paydown	89232HAC9	215,000.00	Toyota Auto Receivable Own 2020-A A3 1.66% Due 5/15/2024	8,403.03	193.80	8,596.83
06/15/2022	Paydown	43815NAC8	81,988.97	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	6,017.81	32.77	6,050.58
06/15/2022	Paydown	47789QAC4	70,000.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	0.00	30.33	30.33
06/15/2022	Paydown	65479JAD5	99,639.88	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	2,874.43	123.64	2,998.07
06/15/2022	Paydown	89231PAD0	47,555.84	Toyota Auto Receivables Trust 2018-D A3 3.18% Due 3/15/2023	2,639.54	70.51	2,710.05
06/15/2022	Paydown	89236XAC0	70,000.00	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	1,819.30	16.12	1,835.42
06/15/2022	Paydown	47788UAC6	60,000.00	John Deere Owner Trust 2021-A A3 0.36% Due 9/15/2025	0.00	18.00	18.00
06/15/2022	Paydown	47789JAD8	164,308.38	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	15,043.01	109.70	15,152.71
06/18/2022	Paydown	43813KAC6	85,000.00	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	4,038.89	22.47	4,061.36
06/19/2022	Paydown	3137BM6P6	128,558.76	FHLMC K721 A2 3.09% Due 8/25/2022	8,087.85	16.66	8,104.51
06/20/2022	Paydown	92348AAA3	80,000.00	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	2,457.68	97.87	2,555.55
06/20/2022	Paydown	92290BAA9	120,000.00	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	2,913.08	37.89	2,950.97
06/21/2022	Paydown	43813GAC5	80,000.00	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	0.00	18.00	18.00
06/25/2022	Interest	3137BM6P6	128,558.76	FHLMC K721 A2 3.09% Due 8/25/2022	0.00	186.78	186.78

Cash Flow Report

As of September 30, 2021



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
06/25/2022	Paydown	3137B4GY6	275,000.00	FHLMC K032 A2 3.31% Due 5/25/2023	0.00	758.54	758.54
06/25/2022	Paydown	09690AAC7	50,000.00	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	0.00	13.75	13.75
06/26/2022	Interest	3137EAES4	300,000.00	FHLMC Note 0.25% Due 6/26/2023	0.00	375.00	375.00
JUN 2022					404,294.62	11,220.38	415,515.00
07/10/2022	Interest	3135G05G4	250,000.00	FNMA Note 0.25% Due 7/10/2023	0.00	312.50	312.50
07/11/2022	Interest	89236TEL5	200,000.00	Toyota Motor Credit Corp Note 2.7% Due 1/11/2023	0.00	2,700.00	2,700.00
07/13/2022	Interest	037833DE7	200,000.00	Apple Inc Callable Note Cont 12/13/2022 2.4% Due 1/13/2023	0.00	2,400.00	2,400.00
07/15/2022	Interest	79466LAG9	35,000.00	Salesforce.com Inc Callable Note Cont 7/15/2022 0.625% Due 7/15/2024	0.00	109.38	109.38
07/15/2022	Paydown	47789JAD8	164,308.38	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	15,078.61	73.22	15,151.83
07/15/2022	Paydown	43815NAC8	81,988.97	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	5,688.70	23.85	5,712.55
07/15/2022	Paydown	65479JAD5	99,639.88	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	2,880.90	119.02	2,999.92
07/15/2022	Paydown	89231PAD0	47,555.84	Toyota Auto Receivables Trust 2018-D A3 3.18% Due 3/15/2023	2,644.22	63.51	2,707.73
07/15/2022	Paydown	89236XAC0	70,000.00	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	1,813.94	15.59	1,829.53
07/15/2022	Paydown	47788UAC6	60,000.00	John Deere Owner Trust 2021-A A3 0.36% Due 9/15/2025	0.00	18.00	18.00
07/15/2022	Paydown	47789QAC4	70,000.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	0.00	30.33	30.33
07/15/2022	Paydown	58769KAD6	80,000.00	Mercedes-Benz Auto Lease Trust 2021-B A3 0.4% Due 11/15/2024	0.00	26.67	26.67
07/15/2022	Paydown	89232HAC9	215,000.00	Toyota Auto Receivable Own 2020-A A3 1.66% Due 5/15/2024	8,186.76	182.18	8,368.94

Cash Flow Report

As of September 30, 2021



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
07/18/2022	Paydown	43813KAC6	85,000.00	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	4,040.13	21.23	4,061.36
07/19/2022	Paydown	3137BM6P6	128,558.76	FHLMC K721 A2 3.09% Due 8/25/2022	18,699.97	38.52	18,738.49
07/20/2022	Paydown	92348AAA3	80,000.00	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	2,463.22	93.89	2,557.11
07/20/2022	Paydown	92290BAA9	120,000.00	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	2,914.22	36.75	2,950.97
07/21/2022	Paydown	43813GAC5	80,000.00	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	0.00	18.00	18.00
07/24/2022	Interest	90331HNV1	250,000.00	US Bank NA Callable Note Cont 6/23/2023 3.4% Due 7/24/2023	0.00	4,250.00	4,250.00
07/25/2022	Interest	3137BM6P6	128,558.76	FHLMC K721 A2 3.09% Due 8/25/2022	0.00	138.63	138.63
07/25/2022	Maturity	3137EAET2	170,000.00	FHLMC Note 0.125% Due 7/25/2022	170,000.00	106.25	170,106.25
07/25/2022	Paydown	09690AAC7	50,000.00	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	0.00	13.75	13.75
07/25/2022	Paydown	3137B4GY6	275,000.00	FHLMC K032 A2 3.31% Due 5/25/2023	0.00	758.54	758.54
07/30/2022	Interest	747525AR4	75,000.00	Qualcomm Inc Callable Note Cont 12/30/2022 2.6% Due 1/30/2023	0.00	975.00	975.00
07/31/2022	Interest	912828Y87	300,000.00	US Treasury Note 1.75% Due 7/31/2024	0.00	2,625.00	2,625.00
07/31/2022	Interest	912828V80	200,000.00	US Treasury Note 2.25% Due 1/31/2024	0.00	2,250.00	2,250.00
JUL 2022					234,410.67	17,399.81	251,810.48
08/06/2022	Interest	594918BX1	200,000.00	Microsoft Callable Note Cont 12/6/2023 2.875% Due 2/6/2024	0.00	2,875.00	2,875.00
08/09/2022	Interest	69371RR40	80,000.00	Paccar Financial Corp Note 0.5% Due 8/9/2024	0.00	200.00	200.00
08/15/2022	Interest	91282CCT6	400,000.00	US Treasury Note 0.375% Due 8/15/2024	0.00	750.00	750.00

Cash Flow Report

As of September 30, 2021



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
08/15/2022	Paydown	47789QAC4	70,000.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	0.00	30.33	30.33
08/15/2022	Paydown	58769KAD6	80,000.00	Mercedes-Benz Auto Lease Trust 2021-B A3 0.4% Due 11/15/2024	0.00	26.67	26.67
08/15/2022	Paydown	43815NAC8	81,988.97	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	5,358.80	15.41	5,374.21
08/15/2022	Paydown	65479JAD5	99,639.88	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	2,887.39	114.38	3,001.77
08/15/2022	Paydown	89232HAC9	215,000.00	Toyota Auto Receivable Own 2020-A A3 1.66% Due 5/15/2024	7,969.59	170.85	8,140.44
08/15/2022	Paydown	47788UAC6	60,000.00	John Deere Owner Trust 2021-A A3 0.36% Due 9/15/2025	0.00	18.00	18.00
08/15/2022	Paydown	47789JAD8	164,308.38	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	15,114.30	36.65	15,150.95
08/15/2022	Paydown	89231PAD0	47,555.84	Toyota Auto Receivables Trust 2018-D A3 3.18% Due 3/15/2023	2,648.91	56.51	2,705.42
08/15/2022	Paydown	89236XAC0	70,000.00	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	1,808.53	15.06	1,823.59
08/16/2022	Interest	06406FAD5	200,000.00	Bank of NY Mellon Corp Callable Note Cont 6/16/2023 2.2% Due 8/16/2023	0.00	2,200.00	2,200.00
08/18/2022	Paydown	43813KAC6	85,000.00	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	4,041.38	19.98	4,061.36
08/19/2022	Paydown	3137BM6P6	128,558.76	FHLMC K721 A2 3.09% Due 8/25/2022	25,369.00	52.26	25,421.26
08/20/2022	Paydown	92348AAA3	80,000.00	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	2,468.76	89.91	2,558.67
08/20/2022	Paydown	92290BAA9	120,000.00	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	2,915.36	35.61	2,950.97
08/21/2022	Paydown	43813GAC5	80,000.00	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	3,990.82	18.00	4,008.82
08/24/2022	Interest	3137EAEV7	300,000.00	FHLMC Note 0.25% Due 8/24/2023	0.00	375.00	375.00

Cash Flow Report

As of September 30, 2021



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
08/25/2022	Interest	3137BM6P6	128,558.76	FHLMC K721 A2 3.09% Due 8/25/2022	0.00	73.30	73.30
08/25/2022	Paydown	3137B4GY6	275,000.00	FHLMC K032 A2 3.31% Due 5/25/2023	0.00	758.54	758.54
08/25/2022	Paydown	09690AAC7	50,000.00	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	0.00	13.75	13.75
08/31/2022	Interest	9128284Z0	125,000.00	US Treasury Note 2.75% Due 8/31/2025	0.00	1,718.75	1,718.75
AUG 2022					74,572.84	9,663.96	84,236.80
09/01/2022	Interest	46647PAH9	210,000.00	JP Morgan Chase & Co Callable Note 2X 3/1/2024 3.22% Due 3/1/2025	0.00	3,381.00	3,381.00
09/08/2022	Interest	3137EAEW5	300,000.00	FHLMC Note 0.25% Due 9/8/2023	0.00	375.00	375.00
09/08/2022	Maturity	24422ETV1	305,000.00	John Deere Capital Corp Note 2.15% Due 9/8/2022	305,000.00	3,278.75	308,278.75
09/10/2022	Interest	3130ADRG9	350,000.00	FHLB Note 2.75% Due 3/10/2023	0.00	4,812.50	4,812.50
09/11/2022	Interest	89114QCB2	200,000.00	Toronto Dominion Bank Note 3.25% Due 3/11/2024	0.00	3,250.00	3,250.00
09/12/2022	Interest	3135G0U43	350,000.00	FNMA Note 2.875% Due 9/12/2023	0.00	5,031.25	5,031.25
09/15/2022	Paydown	58769KAD6	80,000.00	Mercedes-Benz Auto Lease Trust 2021-B A3 0.4% Due 11/15/2024	0.00	26.67	26.67
09/15/2022	Paydown	89232HAC9	215,000.00	Toyota Auto Receivable Own 2020-A A3 1.66% Due 5/15/2024	7,751.49	159.83	7,911.32
09/15/2022	Paydown	47788UAC6	60,000.00	John Deere Owner Trust 2021-A A3 0.36% Due 9/15/2025	0.00	18.00	18.00
09/15/2022	Paydown	47789QAC4	70,000.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	0.00	30.33	30.33
09/15/2022	Paydown	43815NAC8	81,988.97	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	5,028.11	7.46	5,035.57
09/15/2022	Paydown	65479JAD5	99,639.88	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	2,893.88	109.74	3,003.62

Cash Flow Report

As of September 30, 2021



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
09/15/2022	Paydown	89231PAD0	47,555.84	Toyota Auto Receivables Trust 2018-D A3 3.18% Due 3/15/2023	2,653.60	49.49	2,703.09
09/15/2022	Paydown	89236XAC0	70,000.00	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	1,803.06	14.53	1,817.59
09/17/2022	Interest	931142ER0	40,000.00	Wal-Mart Stores Callable Note Cont 08/17/2026 1.05% Due 9/17/2026	0.00	210.00	210.00
09/18/2022	Interest	808513BN4	245,000.00	Charles Schwab Corp Callable Note Cont 2/18/2024 0.75% Due 3/18/2024	0.00	918.75	918.75
09/18/2022	Paydown	43813KAC6	85,000.00	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	4,042.62	18.74	4,061.36
09/19/2022	Interest	459058GQ0	225,000.00	Intl. Bank Recon & Development Note 2.5% Due 3/19/2024	0.00	2,812.50	2,812.50
09/19/2022	Paydown	3137BM6P6	128,558.76	FHLMC K721 A2 3.09% Due 8/25/2022	28,466.67	58.64	28,525.31
09/20/2022	Paydown	92290BAA9	120,000.00	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	2,916.51	34.46	2,950.97
09/20/2022	Paydown	92348AAA3	80,000.00	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	2,474.31	85.92	2,560.23
09/21/2022	Paydown	43813GAC5	80,000.00	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	3,991.79	17.10	4,008.89
09/23/2022	Interest	4581X0DZ8	260,000.00	Inter-American Dev Bank Note 0.5% Due 9/23/2024	0.00	650.00	650.00
09/25/2022	Paydown	3137B4GY6	275,000.00	FHLMC K032 A2 3.31% Due 5/25/2023	0.00	758.54	758.54
09/25/2022	Paydown	09690AAC7	50,000.00	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	0.00	13.75	13.75
09/30/2022	Interest	912828ZF0	350,000.00	US Treasury Note 0.5% Due 3/31/2025	0.00	875.00	875.00
09/30/2022	Interest	912828T26	300,000.00	US Treasury Note 1.375% Due 9/30/2023	0.00	2,062.50	2,062.50
SEP 2022					367,022.04	29,060.45	396,082.49
TOTAL					3,751,612.48	223,033.15	3,974,645.63



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Valuation: Prices are provided by IDC, an independent pricing source. In the event IDC does not provide a price or if the price provided is not reflective of fair market value, Chandler will obtain pricing from an alternative approved third party pricing source in accordance with our written valuation policy and procedures. Our valuation procedures are also disclosed in Item 5 of our Form ADV Part 2A.

Performance: Performance results are presented gross-of-advisory fees and represent the client's Total Return. The deduction of advisory fees lowers performance results. These results include the reinvestment of dividends and other earnings. Past performance may not be indicative of future results. Therefore, clients should not assume that future performance of any specific investment or investment strategy will be profitable or equal to past performance levels. All investment strategies have the potential for profit or loss. Economic factors, market conditions or changes in investment strategies, contributions or withdrawals may materially alter the performance and results of your portfolio.

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Ratings: Ratings information have been provided by Moody's, S&P and Fitch through data feeds we believe to be reliable as of the date of this statement, however we cannot guarantee its accuracy.

Security level ratings for U.S. Agency issued mortgage-backed securities ("MBS") reflect the issuer rating because the securities themselves are not rated. The issuing U.S. Agency guarantees the full and timely payment of both principal and interest and carries a AA+/Aaa/AAA by S&P, Moody's and Fitch respectively.

CITY OF GARDENA



INVESTMENT REPORT

October 2021

Prepared by Danny Rodriguez, Deputy City Treasurer
Reviewed by Ray Beeman, Director of Administrative Services



City of Gardena Consolidated - Account #10647

MONTHLY ACCOUNT STATEMENT

OCTOBER 1, 2021 THROUGH OCTOBER 31, 2021

Chandler Team:

For questions about your account, please call (800) 317-4747,
or contact operations@chandlerasset.com

CHANDLER ASSET MANAGEMENT
chandlerasset.com

Information contained herein is confidential. We urge you to compare this statement to the one you receive from your qualified custodian. Please see Important Disclosures.



PORTFOLIO CHARACTERISTICS

Average Modified Duration	0.77
Average Coupon	0.77%
Average Purchase YTM	0.53%
Average Market YTM	0.36%
Average S&P/Moody Rating	AA/Aa1
Average Final Maturity	0.84 yrs
Average Life	0.78 yrs

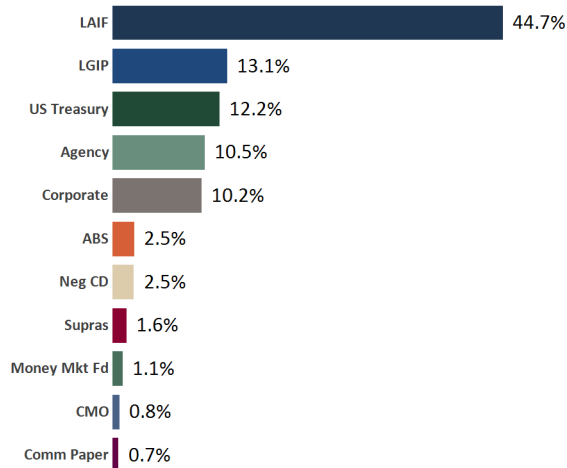
ACCOUNT SUMMARY

	Beg. Values as of 9/30/21	End Values as of 10/31/21
Market Value	53,820,468	50,728,124
Accrued Interest	58,365	77,579
Total Market Value	53,878,833	50,805,702
Income Earned	20,543	24,981
Cont/WD		
Par	47,538,067	44,459,453
Book Value	53,546,783	50,550,903
Cost Value	53,610,998	50,618,750

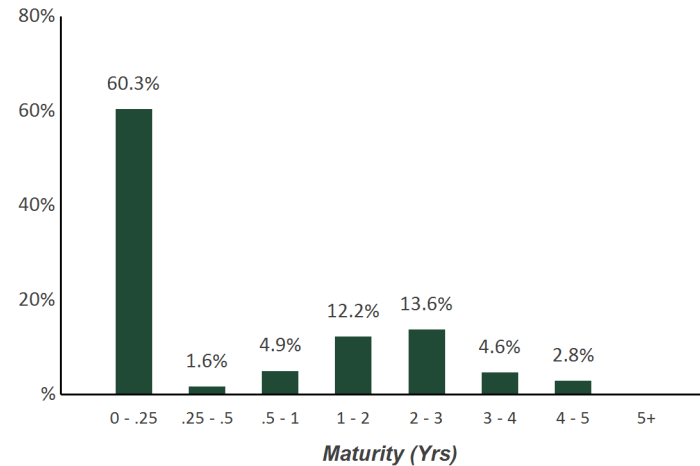
TOP ISSUERS

Local Agency Investment Fund	44.7%
CalTrust	13.1%
Government of United States	12.2%
Federal Home Loan Mortgage Corp	6.0%
Federal National Mortgage Assoc	2.4%
Federal Home Loan Bank	1.8%
Federal Farm Credit Bank	1.2%
First American Govt Oblig Fund	1.1%
Total	82.5%

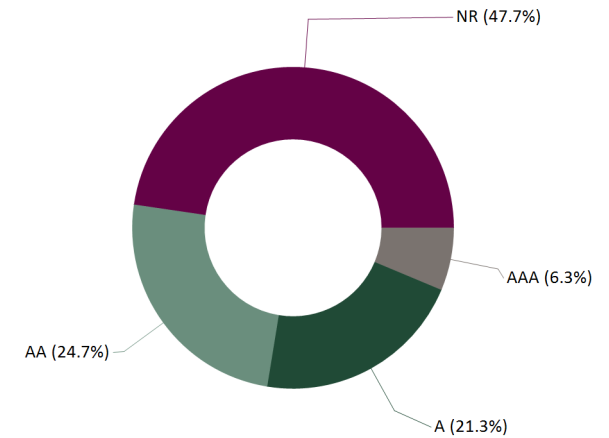
SECTOR ALLOCATION



MATURITY DISTRIBUTION



CREDIT QUALITY (S&P)



Holdings Report

As of October 31, 2021



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody/S&P Fitch	Maturity Duration
ABS									
89231PAD0	Toyota Auto Receivables Trust 2018-D A3 3.18% Due 3/15/2023	39,329.30	08/29/2019 1.98%	40,169.66 39,653.62	100.72 0.13%	39,610.86 55.59	0.08% (42.76)	Aaa / AAA NR	1.37 0.23
47789JAD8	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	143,081.69	Various 1.39%	146,431.34 144,153.16	100.77 0.19%	144,186.71 185.06	0.28% 33.55	Aaa / NR AAA	1.71 0.28
43815NAC8	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	74,466.67	08/20/2019 1.79%	74,466.06 74,466.50	100.69 0.25%	74,980.56 58.91	0.15% 514.06	Aaa / AAA NR	1.79 0.45
92348AAA3	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	80,000.00	10/01/2019 1.95%	79,993.83 79,996.64	100.82 0.38%	80,652.16 47.42	0.16% 655.52	NR / AAA AAA	2.48 0.52
89232HAC9	Toyota Auto Receivable Own 2020-A A3 1.66% Due 5/15/2024	214,729.64	07/06/2020 0.70%	219,460.40 217,843.13	100.81 0.31%	216,461.22 158.42	0.43% (1,381.91)	Aaa / AAA NR	2.54 0.59
65479JAD5	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	92,114.13	10/16/2019 1.94%	92,109.27 92,111.35	100.88 0.34%	92,921.23 79.01	0.18% 809.88	Aaa / AAA NR	2.71 0.55
43813KAC6	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	85,000.00	09/22/2020 0.38%	84,987.51 84,991.85	99.94 0.42%	84,948.83 11.36	0.17% (43.02)	NR / AAA AAA	2.97 1.12
58769KAD6	Mercedes-Benz Auto Lease Trust 2021-B A3 0.4% Due 11/15/2024	80,000.00	06/22/2021 0.40%	79,993.96 79,994.77	99.45 0.72%	79,562.80 14.22	0.16% (431.97)	NR / AAA AAA	3.04 1.71
09690AAC7	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	50,000.00	09/08/2021 0.34%	49,994.84 49,995.13	99.53 0.61%	49,765.35 2.75	0.10% (229.78)	Aaa / NR AAA	3.16 1.66
89236XAC0	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	70,000.00	10/06/2020 0.36%	69,986.96 69,990.18	99.86 0.50%	69,904.38 10.89	0.14% (85.80)	NR / AAA AAA	3.21 0.93
92290BAA9	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	120,000.00	08/04/2020 0.48%	119,974.80 119,981.60	99.98 0.48%	119,981.52 17.23	0.24% (0.08)	Aaa / NR AAA	3.31 1.26
43813GAC5	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	80,000.00	02/17/2021 0.27%	79,998.54 79,998.87	99.54 0.63%	79,634.56 6.00	0.16% (364.31)	Aaa / NR AAA	3.47 1.29
47788UAC6	John Deere Owner Trust 2021-A A3 0.36% Due 9/15/2025	60,000.00	03/02/2021 0.37%	59,988.47 59,990.54	99.46 0.66%	59,677.86 9.60	0.12% (312.68)	Aaa / NR AAA	3.88 1.80

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ABS									
47789QAC4	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	70,000.00	07/13/2021 0.52%	69,993.76 69,994.24	99.29 0.80%	69,502.23 16.18	0.14% (492.01)	Aaa / NR AAA	4.38 2.53
Total ABS		1,258,721.43	0.91%	1,267,549.40 1,263,161.58	0.43%	1,261,790.27 672.64	2.48% (1,371.31)	Aaa / AAA AAA	2.79 0.97
AGENCY									
3137EADB2	FHLMC Note 2.375% Due 1/13/2022	350,000.00	10/30/2019 1.69%	355,124.00 350,464.66	100.44 0.16%	351,551.90 2,493.75	0.70% 1,087.24	Aaa / AA+ AAA	0.20 0.20
3133ELWD2	FFCB Note 0.375% Due 4/8/2022	285,000.00	04/03/2020 0.45%	284,578.20 284,908.71	100.13 0.07%	285,374.49 68.28	0.56% 465.78	Aaa / AA+ AAA	0.44 0.44
3133ELYR9	FFCB Note 0.25% Due 5/6/2022	325,000.00	04/30/2020 0.31%	324,587.25 324,894.83	100.09 0.08%	325,277.55 394.97	0.64% 382.72	Aaa / AA+ AAA	0.51 0.51
3134GVJ66	FHLMC Note 0.25% Due 6/8/2022	350,000.00	06/04/2020 0.28%	349,790.00 349,937.00	100.10 0.09%	350,340.90 347.57	0.69% 403.90	Aaa / NR AAA	0.60 0.60
3137EAET2	FHLMC Note 0.125% Due 7/25/2022	170,000.00	07/21/2020 0.24%	169,615.80 169,860.39	100.00 0.12%	170,007.99 56.67	0.33% 147.60	Aaa / AA+ AAA	0.73 0.73
3130ADRG9	FHLB Note 2.75% Due 3/10/2023	350,000.00	04/11/2019 2.34%	355,330.50 351,844.02	103.33 0.29%	361,648.70 1,363.54	0.71% 9,804.68	Aaa / AA+ NR	1.36 1.34
3137EAER6	FHLMC Note 0.375% Due 5/5/2023	305,000.00	05/05/2020 0.39%	304,871.90 304,935.54	100.02 0.36%	305,060.39 559.17	0.60% 124.85	Aaa / AA+ AAA	1.51 1.50
3135G04Q3	FNMA Note 0.25% Due 5/22/2023	245,000.00	05/20/2020 0.35%	244,262.55 244,618.14	99.78 0.39%	244,460.76 270.52	0.48% (157.38)	Aaa / AA+ AAA	1.56 1.55
3137EAES4	FHLMC Note 0.25% Due 6/26/2023	300,000.00	06/24/2020 0.35%	299,124.00 299,518.40	99.74 0.41%	299,230.80 260.42	0.59% (287.60)	Aaa / AA+ AAA	1.65 1.65
3135G05G4	FNMA Note 0.25% Due 7/10/2023	250,000.00	07/08/2020 0.32%	249,462.50 249,697.63	99.68 0.44%	249,195.25 192.71	0.49% (502.38)	Aaa / AA+ AAA	1.69 1.68
3137EAEV7	FHLMC Note 0.25% Due 8/24/2023	300,000.00	08/19/2020 0.28%	299,694.00 299,815.79	99.60 0.47%	298,797.90 139.58	0.59% (1,017.89)	Aaa / AA+ AAA	1.81 1.81
3137EAEW5	FHLMC Note 0.25% Due 9/8/2023	300,000.00	09/11/2020 0.24%	300,093.00 300,057.73	99.59 0.47%	298,762.20 110.42	0.59% (1,295.53)	Aaa / AA+ AAA	1.85 1.84

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AGENCY									
3135G0U43	FNMA Note 2.875% Due 9/12/2023	350,000.00	09/25/2019 1.63%	366,702.00 357,848.90	104.38 0.51%	365,334.55 1,369.62	0.72% 7,485.65	Aaa / AA+ AAA	1.87 1.82
3137EAEY1	FHLMC Note 0.125% Due 10/16/2023	225,000.00	10/14/2020 0.25%	224,160.75 224,452.76	99.35 0.46%	223,532.33 11.72	0.44% (920.43)	Aaa / AA+ AAA	1.96 1.95
3137EAEZ8	FHLMC Note 0.25% Due 11/6/2023	335,000.00	11/03/2020 0.28%	334,698.50 334,797.81	99.46 0.52%	333,203.73 407.12	0.66% (1,594.08)	Aaa / AA+ AAA	2.02 2.00
3130A0F70	FHLB Note 3.375% Due 12/8/2023	350,000.00	10/30/2019 1.72%	372,781.50 361,656.71	105.91 0.54%	370,681.15 4,692.19	0.74% 9,024.44	Aaa / AA+ AAA	2.10 2.02
3130A1XJ2	FHLB Note 2.875% Due 6/14/2024	155,000.00	03/24/2020 0.99%	167,010.95 162,446.48	105.61 0.71%	163,696.12 1,695.85	0.33% 1,249.64	Aaa / AA+ NR	2.62 2.51
3135G06G3	FNMA Note 0.5% Due 11/7/2025	350,000.00	11/18/2020 0.52%	349,639.50 349,708.46	97.98 1.01%	342,946.10 845.83	0.68% (6,762.36)	Aaa / AA+ AAA	4.02 3.95
Total Agency		5,295,000.00	0.76%	5,351,526.90 5,321,463.96	0.39%	5,339,102.81 15,279.93	10.54% 17,638.85	Aaa / AA+ AAA	1.58 1.56
CMO									
3137BM6P6	FHLMC K721 A2 3.09% Due 8/25/2022	125,225.13	06/26/2019 2.09%	128,659.03 126,108.90	101.31 0.56%	126,867.08 322.45	0.25% 758.18	Aaa / NR NR	0.82 0.59
3137B4GY6	FHLMC K032 A2 3.31% Due 5/25/2023	275,000.00	07/23/2019 2.21%	285,881.84 279,433.63	103.85 0.63%	285,595.75 151.71	0.56% 6,162.12	NR / NR AAA	1.56 1.49
Total CMO		400,225.13	2.17%	414,540.87 405,542.53	0.61%	412,462.83 474.16	0.81% 6,920.30	Aaa / NR AAA	1.33 1.21
COMMERCIAL PAPER									
89233GYP5	Toyota Motor Credit Discount CP 0.18% Due 11/23/2021	350,000.00	04/26/2021 0.18%	349,632.50 349,961.50	99.99 0.18%	349,961.50 0.00	0.69% 0.00	P-1 / A-1+ F-1	0.06 0.06
Total Commercial Paper		350,000.00	0.18%	349,632.50 349,961.50	0.18%	349,961.50 0.00	0.69% 0.00	Aaa / AAA AA	0.06 0.06
CORPORATE									
69353RFB9	PNC Bank Callable Note Cont 1/18/2022 2.625% Due 2/17/2022	250,000.00	02/21/2019 3.07%	246,827.50 249,685.08	100.49 0.29%	251,231.50 1,348.96	0.50% 1,546.42	A2 / A A+	0.30 0.21

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CORPORATE									
459200JX0	IBM Corp Note 2.85% Due 5/13/2022	200,000.00	05/16/2019 2.80%	200,300.00 200,053.17	101.38 0.26%	202,757.80 2,660.00	0.40% 2,704.63	A3 / A- NR	0.53 0.53
24422ETV1	John Deere Capital Corp Note 2.15% Due 9/8/2022	305,000.00	04/17/2019 2.78%	298,851.20 303,451.60	101.48 0.41%	309,506.38 965.41	0.61% 6,054.78	A2 / A A	0.85 0.85
89236TEL5	Toyota Motor Credit Corp Note 2.7% Due 1/11/2023	200,000.00	04/25/2019 2.72%	199,856.00 199,953.60	102.65 0.47%	205,295.00 1,650.00	0.41% 5,341.40	A1 / A+ A+	1.20 1.17
037833DE7	Apple Inc Callable Note Cont 12/13/2022 2.4% Due 1/13/2023	200,000.00	11/21/2019 1.83%	203,350.00 201,223.92	102.16 0.46%	204,319.60 1,440.00	0.40% 3,095.68	Aa1 / AA+ NR	1.20 1.10
747525AR4	Qualcomm Inc Callable Note Cont 12/30/2022 2.6% Due 1/30/2023	500,000.00	Various 0.62%	512,557.50 511,397.66	102.48 0.46%	512,420.00 3,286.11	1.02% 1,022.34	A2 / A- NR	1.25 1.15
037833AK6	Apple Inc Note 2.4% Due 5/3/2023	200,000.00	03/11/2019 2.79%	196,968.00 198,901.10	102.81 0.52%	205,622.40 2,373.33	0.41% 6,721.30	Aa1 / AA+ NR	1.50 1.47
90331HNV1	US Bank NA Callable Note Cont 6/23/2023 3.4% Due 7/24/2023	250,000.00	05/17/2019 2.70%	256,695.00 252,684.27	104.74 0.50%	261,841.75 2,290.28	0.52% 9,157.48	A1 / AA- AA-	1.73 1.60
06406FAD5	Bank of NY Mellon Corp Callable Note Cont 6/16/2023 2.2% Due 8/16/2023	200,000.00	04/11/2019 2.90%	194,298.00 197,649.36	102.69 0.53%	205,383.80 916.67	0.41% 7,734.44	A1 / A AA-	1.79 1.60
594918BX1	Microsoft Callable Note Cont 12/6/2023 2.875% Due 2/6/2024	200,000.00	03/05/2020 1.06%	213,320.00 207,454.13	104.59 0.66%	209,188.60 1,357.64	0.41% 1,734.47	Aaa / AAA AAA	2.27 2.03
89114QCB2	Toronto Dominion Bank Note 3.25% Due 3/11/2024	500,000.00	Various 1.52%	523,124.00 519,794.23	105.47 0.90%	527,326.00 2,256.95	1.04% 7,531.77	A1 / A AA-	2.36 2.27
808513BN4	Charles Schwab Corp Callable Note Cont 2/18/2024 0.75% Due 3/18/2024	245,000.00	Various 0.58%	246,097.00 245,925.50	99.84 0.82%	244,618.29 219.48	0.48% (1,307.21)	A2 / A A	2.38 2.27
023135BW5	Amazon.com Inc Note 0.45% Due 5/12/2024	130,000.00	05/10/2021 0.50%	129,810.20 129,840.16	99.26 0.74%	129,044.37 274.63	0.25% (795.79)	A1 / AA AA-	2.53 2.50
14913R2L0	Caterpillar Financial Service Note 0.45% Due 5/17/2024	500,000.00	Various 0.66%	497,344.65 497,396.98	99.12 0.80%	495,601.00 1,025.00	0.98% (1,795.98)	A2 / A A	2.55 2.52
79466LAG9	Salesforce.com Inc Callable Note Cont 7/15/2022 0.625% Due 7/15/2024	35,000.00	06/29/2021 0.64%	34,982.15 34,983.97	99.80 0.90%	34,931.47 66.23	0.07% (52.50)	A2 / A+ NR	2.71 0.70

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CORPORATE									
69371RR40	Paccar Financial Corp Note 0.5% Due 8/9/2024	80,000.00	08/03/2021 0.52%	79,956.80 79,960.11	98.96 0.88%	79,167.60 91.11	0.16% (792.51)	A1 / A+ NR	2.78 2.74
78015K7C2	Royal Bank of Canada Note 2.25% Due 11/1/2024	500,000.00	Various 0.88%	524,067.75 520,228.64	103.66 1.01%	518,314.51 5,625.00	1.03% (1,914.13)	A2 / A AA-	3.01 2.87
46647PAH9	JP Morgan Chase & Co Callable Note 2X 3/1/2024 3.22% Due 3/1/2025	500,000.00	Various 1.01%	531,052.10 525,279.10	104.82 1.12%	524,123.00 2,683.33	1.04% (1,156.10)	A2 / A- AA-	3.33 2.25
931142ER0	Wal-Mart Stores Callable Note Cont 08/17/2026 1.05% Due 9/17/2026	40,000.00	09/08/2021 1.09%	39,924.40 39,926.26	99.11 1.24%	39,645.72 51.33	0.08% (280.54)	Aa2 / AA AA	4.88 4.66
Total Corporate		5,035,000.00	1.54%	5,129,382.25 5,115,788.84	0.70%	5,160,338.79 30,581.46	10.22% 44,549.95	A1 / A+ AA-	2.02 1.82
LAIF									
90LAIF\$00	Local Agency Investment Fund State Pool	22,685,735.75	Various 0.21%	22,685,735.75 22,685,735.75	1.00 0.21%	22,685,735.75 4,698.47	44.66% 0.00	NR / NR NR	0.00 0.00
Total LAIF		22,685,735.75	0.21%	22,685,735.75 22,685,735.75	0.21%	22,685,735.75 4,698.47	44.66% 0.00	NR / NR NR	0.00 0.00
LOCAL GOV INVESTMENT POOL									
09CATR\$05	CalTrust Medium Term Fund	652,795.55	Various 0.23%	6,566,944.60 6,566,944.60	10.22 0.23%	6,671,570.53 0.00	13.13% 104,625.93	NR / A+ NR	0.00 0.00
Total Local Gov Investment Pool		652,795.55	0.23%	6,566,944.60 6,566,944.60	0.23%	6,671,570.53 0.00	13.13% 104,625.93	NR / A+ NR	0.00 0.00
MONEY MARKET FUND									
31846V203	First American Govt Obligation Fund Class Y	583,974.88	Various 0.01%	583,974.88 583,974.88	1.00 0.01%	583,974.88 0.00	1.15% 0.00	Aaa / AAA AAA	0.00 0.00
Total Money Market Fund		583,974.88	0.01%	583,974.88 583,974.88	0.01%	583,974.88 0.00	1.15% 0.00	Aaa / AAA AAA	0.00 0.00

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NEGOTIABLE CD									
29976D2F6	Everbank Negotiable CD 2.05% Due 2/14/2022	248,000.00	02/09/2017 2.04%	248,000.00 248,000.00	100.59 0.02%	249,462.21 1,002.87	0.49% 1,462.21	NR / NR NR	0.29 0.29
86959RSN1	Svenska Handelsbanken NY Yankee CD 0.2% Due 8/23/2022	500,000.00	10/27/2021 0.27%	499,708.60 499,713.46	99.95 0.26%	499,760.00 194.44	0.98% 46.54	P-1 / A-1+ F-1+	0.81 0.81
55380TXW5	MUFG Bank Yankee CD 0.3% Due 10/25/2022	500,000.00	10/27/2021 0.32%	499,899.59 499,900.70	99.93 0.37%	499,665.00 70.83	0.98% (235.70)	P-1 / A-1 F-1	0.98 0.98
Total Negotiable CD		1,248,000.00	0.64%	1,247,608.19 1,247,614.16	0.25%	1,248,887.21 1,268.14	2.46% 1,273.05	Aaa / AAA AAA	0.78 0.77
SUPRANATIONAL									
459058JM6	Intl. Bank Recon & Development Note 0.25% Due 11/24/2023	165,000.00	11/17/2020 0.32%	164,645.25 164,756.05	99.30 0.59%	163,843.35 179.90	0.32% (912.70)	Aaa / AAA AAA	2.07 2.05
459058GQ0	Intl. Bank Recon & Development Note 2.5% Due 3/19/2024	225,000.00	01/26/2021 0.26%	240,736.50 236,932.83	104.30 0.68%	234,681.75 656.25	0.46% (2,251.08)	Aaa / AAA AAA	2.38 2.32
4581X0DZ8	Inter-American Dev Bank Note 0.5% Due 9/23/2024	260,000.00	09/15/2021 0.52%	259,807.60 259,814.45	99.05 0.83%	257,532.86 137.22	0.51% (2,281.59)	Aaa / AAA NR	2.90 2.86
45950KCR9	International Finance Corp Note 1.375% Due 10/16/2024	160,000.00	07/12/2021 0.54%	164,304.00 163,906.15	101.66 0.80%	162,662.88 91.67	0.32% (1,243.27)	Aaa / AAA NR	2.96 2.90
Total Supranational		810,000.00	0.41%	829,493.35 825,409.48	0.73%	818,720.84 1,065.04	1.61% (6,688.64)	Aaa / AAA AAA	2.60 2.55
US TREASURY									
912828M80	US Treasury Note 2% Due 11/30/2022	300,000.00	Various 1.60%	303,459.37 301,251.86	101.97 0.18%	305,906.40 2,524.59	0.61% 4,654.54	Aaa / AA+ AAA	1.08 1.07
912828VB3	US Treasury Note 1.75% Due 5/15/2023	750,000.00	Various 0.79%	761,337.89 760,957.37	102.11 0.38%	765,791.25 6,063.18	1.52% 4,833.88	Aaa / AA+ AAA	1.54 1.51
912828T26	US Treasury Note 1.375% Due 9/30/2023	300,000.00	Various 1.94%	293,108.59 296,929.80	101.69 0.49%	305,074.20 362.64	0.60% 8,144.40	Aaa / AA+ AAA	1.92 1.89
912828V80	US Treasury Note 2.25% Due 1/31/2024	750,000.00	Various 0.83%	776,144.53 773,567.65	103.72 0.58%	777,891.00 4,264.61	1.54% 4,323.35	Aaa / AA+ AAA	2.25 2.19
912828W71	US Treasury Note 2.125% Due 3/31/2024	300,000.00	10/28/2021 0.68%	310,371.09 310,335.89	103.54 0.65%	310,617.30 560.44	0.61% 281.41	Aaa / AA+ AAA	2.42 2.36

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US TREASURY									
91282CBV2	US Treasury Note 0.375% Due 4/15/2024	500,000.00	Various 0.37%	500,162.11 500,114.50	99.32 0.66%	496,582.00 87.57	0.98% (3,532.50)	Aaa / AA+ AAA	2.46 2.44
912828WJ5	US Treasury Note 2.5% Due 5/15/2024	300,000.00	12/12/2019 1.74%	309,691.41 305,556.81	104.61 0.67%	313,839.90 3,464.67	0.62% 8,283.09	Aaa / AA+ AAA	2.54 2.44
91282CCG4	US Treasury Note 0.25% Due 6/15/2024	400,000.00	06/17/2021 0.43%	397,890.63 398,153.10	98.85 0.69%	395,390.80 379.78	0.78% (2,762.30)	Aaa / AA+ AAA	2.62 2.60
912828Y87	US Treasury Note 1.75% Due 7/31/2024	300,000.00	01/31/2020 1.35%	305,203.13 303,176.35	102.85 0.70%	308,554.80 1,326.77	0.61% 5,378.45	Aaa / AA+ AAA	2.75 2.68
91282CCT6	US Treasury Note 0.375% Due 8/15/2024	400,000.00	08/25/2021 0.45%	399,109.38 399,164.38	99.07 0.71%	396,281.20 317.93	0.78% (2,883.18)	Aaa / AA+ AAA	2.79 2.77
912828ZF0	US Treasury Note 0.5% Due 3/31/2025	350,000.00	03/25/2021 0.58%	348,906.26 349,068.49	98.71 0.89%	345,474.50 153.85	0.68% (3,593.99)	Aaa / AA+ AAA	3.42 3.37
912828ZT0	US Treasury Note 0.25% Due 5/31/2025	365,000.00	02/25/2021 0.60%	359,653.32 360,506.04	97.56 0.94%	356,088.89 383.95	0.70% (4,417.15)	Aaa / AA+ AAA	3.58 3.55
9128284Z0	US Treasury Note 2.75% Due 8/31/2025	125,000.00	06/24/2021 0.72%	135,444.34 134,562.59	106.63 0.98%	133,281.25 588.74	0.26% (1,281.34)	Aaa / AA+ AAA	3.84 3.64
91282CAZ4	US Treasury Note 0.375% Due 11/30/2025	750,000.00	Various 0.88%	734,730.47 734,884.84	97.25 1.07%	729,345.75 1,183.40	1.44% (5,539.09)	Aaa / AA+ AAA	4.08 4.03
912828R36	US Treasury Note 1.625% Due 5/15/2026	250,000.00	10/14/2021 0.99%	257,148.44 257,075.80	102.18 1.13%	255,459.00 1,876.70	0.51% (1,616.80)	Aaa / AA+ AAA	4.54 4.34
Total US Treasury		6,140,000.00	0.87%	6,192,360.96 6,185,305.47	0.69%	6,195,578.24 23,538.82	12.24% 10,272.77	Aaa / AA+ AAA	2.70 2.64
TOTAL PORTFOLIO		44,459,452.74	0.53%	50,618,749.65 50,550,902.75	0.36%	50,728,123.65 77,578.66	100.00% 177,220.90	Aa1 / AA AAA	0.84 0.77
TOTAL MARKET VALUE PLUS ACCRUED						50,805,702.31			



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	10/01/2021	31846V203	0.49	First American Govt Obligation Fund Class Y	1.000	0.01%	0.49	0.00	0.49	0.00
Purchase	10/07/2021	31846V203	248,000.00	First American Govt Obligation Fund Class Y	1.000	0.01%	248,000.00	0.00	248,000.00	0.00
Purchase	10/07/2021	31846V203	1,927.27	First American Govt Obligation Fund Class Y	1.000	0.01%	1,927.27	0.00	1,927.27	0.00
Purchase	10/08/2021	31846V203	534.38	First American Govt Obligation Fund Class Y	1.000	0.01%	534.38	0.00	534.38	0.00
Purchase	10/15/2021	31846V203	937.50	First American Govt Obligation Fund Class Y	1.000	0.01%	937.50	0.00	937.50	0.00
Purchase	10/15/2021	31846V203	20.42	First American Govt Obligation Fund Class Y	1.000	0.01%	20.42	0.00	20.42	0.00
Purchase	10/15/2021	31846V203	18.00	First American Govt Obligation Fund Class Y	1.000	0.01%	18.00	0.00	18.00	0.00
Purchase	10/15/2021	31846V203	26.67	First American Govt Obligation Fund Class Y	1.000	0.01%	26.67	0.00	26.67	0.00
Purchase	10/15/2021	31846V203	30.33	First American Govt Obligation Fund Class Y	1.000	0.01%	30.33	0.00	30.33	0.00
Purchase	10/15/2021	31846V203	7,643.92	First American Govt Obligation Fund Class Y	1.000	0.01%	7,643.92	0.00	7,643.92	0.00
Purchase	10/15/2021	31846V203	21,625.14	First American Govt Obligation Fund Class Y	1.000	0.01%	21,625.14	0.00	21,625.14	0.00
Purchase	10/15/2021	31846V203	7,686.00	First American Govt Obligation Fund Class Y	1.000	0.01%	7,686.00	0.00	7,686.00	0.00
Purchase	10/15/2021	31846V203	8,352.56	First American Govt Obligation Fund Class Y	1.000	0.01%	8,352.56	0.00	8,352.56	0.00
Purchase	10/15/2021	31846V203	567.78	First American Govt Obligation Fund Class Y	1.000	0.01%	567.78	0.00	567.78	0.00
Purchase	10/15/2021	90LAIF\$00	18,675.08	Local Agency Investment Fund State Pool	1.000	0.21%	18,675.08	0.00	18,675.08	0.00
Purchase	10/15/2021	912828R36	250,000.00	US Treasury Note 1.625% Due 5/15/2026	102.859	0.99%	257,148.44	1,689.03	258,837.47	0.00



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	10/16/2021	31846V203	1,241.43	First American Govt Obligation Fund Class Y	1.000	0.01%	1,241.43	0.00	1,241.43	0.00
Purchase	10/18/2021	31846V203	26.21	First American Govt Obligation Fund Class Y	1.000	0.01%	26.21	0.00	26.21	0.00
Purchase	10/20/2021	31846V203	129.33	First American Govt Obligation Fund Class Y	1.000	0.01%	129.33	0.00	129.33	0.00
Purchase	10/20/2021	31846V203	47.00	First American Govt Obligation Fund Class Y	1.000	0.01%	47.00	0.00	47.00	0.00
Purchase	10/21/2021	31846V203	18.00	First American Govt Obligation Fund Class Y	1.000	0.01%	18.00	0.00	18.00	0.00
Purchase	10/25/2021	31846V203	18.33	First American Govt Obligation Fund Class Y	1.000	0.01%	18.33	0.00	18.33	0.00
Purchase	10/25/2021	31846V203	758.53	First American Govt Obligation Fund Class Y	1.000	0.01%	758.53	0.00	758.53	0.00
Purchase	10/25/2021	31846V203	3,664.67	First American Govt Obligation Fund Class Y	1.000	0.01%	3,664.67	0.00	3,664.67	0.00
Purchase	10/27/2021	86959RSN1	500,000.00	Svenska Handelsbanken NY Yankee CD 0.2% Due 8/23/2022	99.942	0.27%	499,708.60	175.00	499,883.60	0.00
Purchase	10/27/2021	912828V80	550,000.00	US Treasury Note 2.25% Due 1/31/2024	103.789	0.56%	570,839.84	2,959.24	573,799.08	0.00
Purchase	10/27/2021	912828VB3	500,000.00	US Treasury Note 1.75% Due 5/15/2023	102.164	0.35%	510,820.31	3,923.23	514,743.54	0.00
Purchase	10/27/2021	91282CAZ4	450,000.00	US Treasury Note 0.375% Due 11/30/2025	97.262	1.06%	437,677.73	686.99	438,364.72	0.00
Purchase	10/28/2021	14913R2L0	295,000.00	Caterpillar Financial Service Note 0.45% Due 5/17/2024	99.193	0.77%	292,619.35	593.69	293,213.04	0.00
Purchase	10/28/2021	46647PAH9	290,000.00	JP Morgan Chase & Co Callable Note 2X 3/1/2024 3.22% Due 3/1/2025	104.908	1.09%	304,233.20	1,478.52	305,711.72	0.00
Purchase	10/28/2021	55380TXW5	500,000.00	MUFG Bank Yankee CD 0.3% Due 10/25/2022	99.980	0.32%	499,899.59	54.17	499,953.76	0.00



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
ACQUISITIONS										
Purchase	10/28/2021	747525AR4	425,000.00	Qualcomm Inc Callable Note Cont 12/30/2022 2.6% Due 1/30/2023	102.537	0.43%	435,782.25	2,701.11	438,483.36	0.00
Purchase	10/28/2021	78015K7C2	275,000.00	Royal Bank of Canada Note 2.25% Due 11/1/2024	103.608	1.03%	284,922.00	3,042.19	287,964.19	0.00
Purchase	10/28/2021	89114QCB2	300,000.00	Toronto Dominion Bank Note 3.25% Due 3/11/2024	105.508	0.90%	316,524.00	1,272.92	317,796.92	0.00
Purchase	10/29/2021	09CATR\$05	172.36	CalTrust Medium Term Fund	10.220	0.21%	1,761.51	0.00	1,761.51	0.00
Purchase	10/29/2021	912828W71	300,000.00	US Treasury Note 2.125% Due 3/31/2024	103.457	0.68%	310,371.09	507.90	310,878.99	0.00
Subtotal			4,957,121.40				5,044,256.95	19,083.99	5,063,340.94	0.00
Security Contribution	10/25/2021	31846V203	5,000,000.00	First American Govt Obligation Fund Class Y	1.000		5,000,000.00	0.00	5,000,000.00	0.00
Subtotal			5,000,000.00				5,000,000.00	0.00	5,000,000.00	0.00
TOTAL ACQUISITIONS			9,957,121.40				10,044,256.95	19,083.99	10,063,340.94	0.00
DISPOSITIONS										
Sale	10/15/2021	31846V203	258,837.47	First American Govt Obligation Fund Class Y	1.000	0.01%	258,837.47	0.00	258,837.47	0.00
Sale	10/27/2021	31846V203	499,883.60	First American Govt Obligation Fund Class Y	1.000	0.01%	499,883.60	0.00	499,883.60	0.00
Sale	10/27/2021	31846V203	1,526,907.34	First American Govt Obligation Fund Class Y	1.000	0.01%	1,526,907.34	0.00	1,526,907.34	0.00
Sale	10/28/2021	31846V203	1,643,169.23	First American Govt Obligation Fund Class Y	1.000	0.01%	1,643,169.23	0.00	1,643,169.23	0.00
Sale	10/28/2021	31846V203	499,953.76	First American Govt Obligation Fund Class Y	1.000	0.01%	499,953.76	0.00	499,953.76	0.00
Sale	10/29/2021	31846V203	310,878.99	First American Govt Obligation Fund Class Y	1.000	0.01%	310,878.99	0.00	310,878.99	0.00
Subtotal			4,739,630.39				4,739,630.39	0.00	4,739,630.39	0.00



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
DISPOSITIONS										
Paydown	10/15/2021	43815NAC8	7,522.30	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	100.000		7,522.30	121.62	7,643.92	0.00
Paydown	10/15/2021	47788UAC6	0.00	John Deere Owner Trust 2021-A A3 0.36% Due 9/15/2025	100.000		0.00	18.00	18.00	0.00
Paydown	10/15/2021	47789JAD8	21,226.69	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	100.000		21,226.69	398.45	21,625.14	0.00
Paydown	10/15/2021	47789QAC4	0.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	100.000		0.00	30.33	30.33	0.00
Paydown	10/15/2021	58769KAD6	0.00	Mercedes-Benz Auto Lease Trust 2021-B A3 0.4% Due 11/15/2024	100.000		0.00	26.67	26.67	0.00
Paydown	10/15/2021	65479JAD5	7,525.75	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	100.000		7,525.75	160.25	7,686.00	0.00
Paydown	10/15/2021	89231PAD0	8,226.54	Toyota Auto Receivables Trust 2018-D A3 3.18% Due 3/15/2023	100.000		8,226.54	126.02	8,352.56	0.00
Paydown	10/15/2021	89232HAC9	270.36	Toyota Auto Receivable Own 2020-A A3 1.66% Due 5/15/2024	100.000		270.36	297.42	567.78	0.00
Paydown	10/15/2021	89236XAC0	0.00	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	100.000		0.00	20.42	20.42	0.00
Paydown	10/18/2021	43813KAC6	0.00	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	100.000		0.00	26.21	26.21	0.00
Paydown	10/20/2021	92290BAA9	0.00	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	100.000		0.00	47.00	47.00	0.00
Paydown	10/20/2021	92348AAA3	0.00	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	100.000		0.00	129.33	129.33	0.00
Paydown	10/21/2021	43813GAC5	0.00	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	100.000		0.00	18.00	18.00	0.00
Paydown	10/25/2021	09690AAC7	0.00	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	100.000		0.00	18.33	18.33	0.00



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
DISPOSITIONS										
Paydown	10/25/2021	3137B4GY6	0.00	FHLMC K032 A2Due 5/25/2023	100.000		0.00	758.53	758.53	0.00
Paydown	10/25/2021	3137BM6P6	3,333.63	FHLMC K721 A2Due 8/25/2022	100.000		3,333.63	331.04	3,664.67	0.00
Subtotal			48,105.27				48,105.27	2,527.62	50,632.89	0.00
Maturity	10/07/2021	08173QBS4	248,000.00	Beneficial Bank Negotiable CD 1.55% Due 10/7/2021	100.000		248,000.00	0.00	248,000.00	0.00
Subtotal			248,000.00				248,000.00	0.00	248,000.00	0.00
Security Withdrawal	10/15/2021	90LAIF\$00	3,000,000.00	Local Agency Investment Fund State Pool	1.000		3,000,000.00	0.00	3,000,000.00	0.00
Security Withdrawal	10/21/2021	90LAIF\$00	5,000,000.00	Local Agency Investment Fund State Pool	1.000		5,000,000.00	0.00	5,000,000.00	0.00
Subtotal			8,000,000.00				8,000,000.00	0.00	8,000,000.00	0.00
TOTAL DISPOSITIONS			13,035,735.66				13,035,735.66	2,527.62	13,038,263.28	0.00
OTHER TRANSACTIONS										
Interest	10/07/2021	08173QBS4	248,000.00	Beneficial Bank Negotiable CD 1.55% Due 10/7/2021	0.000		1,927.27	0.00	1,927.27	0.00
Interest	10/08/2021	3133ELWD2	285,000.00	FFCB Note 0.375% Due 4/8/2022	0.000		534.38	0.00	534.38	0.00
Interest	10/15/2021	91282CBV2	500,000.00	US Treasury Note 0.375% Due 4/15/2024	0.000		937.50	0.00	937.50	0.00
Interest	10/16/2021	3137EAEY1	225,000.00	FHLMC Note 0.125% Due 10/16/2023	0.000		140.63	0.00	140.63	0.00
Interest	10/16/2021	45950KCR9	160,000.00	International Finance Corp Note 1.375% Due 10/16/2024	0.000		1,100.80	0.00	1,100.80	0.00
Subtotal			1,418,000.00				4,640.58	0.00	4,640.58	0.00
Dividend	10/01/2021	31846V203	20,331.31	First American Govt Obligation Fund Class Y	0.000		0.49	0.00	0.49	0.00
Dividend	10/06/2021	09CATR\$05	652,462.63	CalTrust Medium Term Fund	0.000		1,647.34	0.00	1,647.34	0.00



Transaction Type	Settlement Date	CUSIP	Quantity	Security Description	Price	Acq/Disp Yield	Amount	Interest Pur/Sold	Total Amount	Gain/Loss
OTHER TRANSACTIONS										
Dividend	10/15/2021	90LAIF\$00	2,821,184,977.78	Local Agency Investment Fund State Pool	0.000		18,675.08	0.00	18,675.08	0.00
Dividend	10/29/2021	09CATR\$05	652,623.19	CalTrust Medium Term Fund	0.000		1,761.51	0.00	1,761.51	0.00
Subtotal			2,822,510,394.92				22,084.42	0.00	22,084.42	0.00
TOTAL OTHER TRANSACTIONS			2,823,928,394.92				26,725.00	0.00	26,725.00	0.00

Income Earned

As of October 31, 2021



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
FIXED INCOME						
023135BW5	Amazon.com Inc Note 0.45% Due 05/12/2024	05/10/2021 05/12/2021 130,000.00	129,834.79 0.00 0.00 129,840.16	225.88 0.00 274.63 48.75	5.37 0.00 5.37 54.12	54.12
037833AK6	Apple Inc Note 2.4% Due 05/03/2023	03/11/2019 03/13/2019 200,000.00	198,838.94 0.00 0.00 198,901.10	1,973.33 0.00 2,373.33 400.00	62.16 0.00 62.16 462.16	462.16
037833DE7	Apple Inc Callable Note Cont 12/13/2022 2.4% Due 01/13/2023	11/21/2019 11/25/2019 200,000.00	201,317.15 0.00 0.00 201,223.92	1,040.00 0.00 1,440.00 400.00	0.00 93.23 (93.23) 306.77	306.77
06406FAD5	Bank of NY Mellon Corp Callable Note Cont 6/16/2023 2.2% Due 08/16/2023	04/11/2019 04/15/2019 200,000.00	197,537.77 0.00 0.00 197,649.36	550.00 0.00 916.67 366.67	111.59 0.00 111.59 478.26	478.26
09690AAC7	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	09/08/2021 09/15/2021 50,000.00	49,994.94 0.00 0.00 49,995.13	7.33 18.33 2.75 13.75	0.19 0.00 0.19 13.94	13.94
14913R2L0	Caterpillar Financial Service Note 0.45% Due 05/17/2024	Various Various 500,000.00	204,759.64 292,619.35 0.00 497,396.98	343.38 (593.69) 1,025.00 87.93	17.99 0.00 17.99 105.92	105.92
24422ETV1	John Deere Capital Corp Note 2.15% Due 09/08/2022	04/17/2019 04/22/2019 305,000.00	303,297.26 0.00 0.00 303,451.60	418.95 0.00 965.41 546.46	154.34 0.00 154.34 700.80	700.80
3130A0F70	FHLB Note 3.375% Due 12/08/2023	10/30/2019 10/31/2019 350,000.00	362,127.84 0.00 0.00 361,656.71	3,707.81 0.00 4,692.19 984.38	0.00 471.13 (471.13) 513.25	513.25
3130A1XJ2	FHLB Note 2.875% Due 06/14/2024	03/24/2020 03/25/2020 155,000.00	162,687.94 0.00 0.00 162,446.48	1,324.50 0.00 1,695.85 371.35	0.00 241.46 (241.46) 129.89	129.89

Income Earned

As of October 31, 2021



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
3130ADRG9	FHLB Note 2.75% Due 03/10/2023	04/11/2019 04/12/2019 350,000.00	351,959.74 0.00 0.00 351,844.02	561.46 0.00 1,363.54 802.08	0.00 115.72 (115.72) 686.36	686.36
3133ELWD2	FFCB Note 0.375% Due 04/08/2022	04/03/2020 04/08/2020 285,000.00	284,890.79 0.00 0.00 284,908.71	513.59 534.38 68.28 89.07	17.92 0.00 17.92 106.99	106.99
3133ELYR9	FFCB Note 0.25% Due 05/06/2022	04/30/2020 05/06/2020 325,000.00	324,877.31 0.00 0.00 324,894.83	327.26 0.00 394.97 67.71	17.52 0.00 17.52 85.23	85.23
3134GVJ66	FHLMC Note 0.25% Due 06/08/2022	06/04/2020 06/08/2020 350,000.00	349,928.08 0.00 0.00 349,937.00	274.65 0.00 347.57 72.92	8.92 0.00 8.92 81.84	81.84
3135G04Q3	FNMA Note 0.25% Due 05/22/2023	05/20/2020 05/22/2020 245,000.00	244,597.26 0.00 0.00 244,618.14	219.48 0.00 270.52 51.04	20.88 0.00 20.88 71.92	71.92
3135G05G4	FNMA Note 0.25% Due 07/10/2023	07/08/2020 07/10/2020 250,000.00	249,682.41 0.00 0.00 249,697.63	140.63 0.00 192.71 52.08	15.22 0.00 15.22 67.30	67.30
3135G06G3	FNMA Note 0.5% Due 11/07/2025	11/18/2020 11/19/2020 350,000.00	349,702.30 0.00 0.00 349,708.46	700.00 0.00 845.83 145.83	6.16 0.00 6.16 151.99	151.99
3135G0U43	FNMA Note 2.875% Due 09/12/2023	09/25/2019 09/26/2019 350,000.00	358,206.72 0.00 0.00 357,848.90	531.08 0.00 1,369.62 838.54	0.00 357.82 (357.82) 480.72	480.72
3137B4GY6	FHLMC K032 A2 3.31% Due 05/25/2023	07/23/2019 07/26/2019 275,000.00	279,674.76 0.00 0.00 279,433.63	151.71 758.53 151.71 758.53	0.00 241.13 (241.13) 517.40	517.40

Income Earned

As of October 31, 2021



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
3137BM6P6	FHLMC K721 A2 3.09% Due 08/25/2022	06/26/2019 06/28/2019 125,225.13	129,560.75 0.00 3,333.63 126,108.90	331.04 331.04 322.45 322.45	0.00 118.22 (118.22) 204.23	204.23
3137EADB2	FHLMC Note 2.375% Due 01/13/2022	10/30/2019 10/31/2019 350,000.00	350,661.98 0.00 0.00 350,464.66	1,801.04 0.00 2,493.75 692.71	0.00 197.32 (197.32) 495.39	495.39
3137EAER6	FHLMC Note 0.375% Due 05/05/2023	05/05/2020 05/07/2020 305,000.00	304,931.91 0.00 0.00 304,935.54	463.85 0.00 559.17 95.32	3.63 0.00 3.63 98.95	98.95
3137EAES4	FHLMC Note 0.25% Due 06/26/2023	06/24/2020 06/26/2020 300,000.00	299,493.60 0.00 0.00 299,518.40	197.92 0.00 260.42 62.50	24.80 0.00 24.80 87.30	87.30
3137EAET2	FHLMC Note 0.125% Due 07/25/2022	07/21/2020 07/23/2020 170,000.00	169,844.12 0.00 0.00 169,860.39	38.96 0.00 56.67 17.71	16.27 0.00 16.27 33.98	33.98
3137EAEV7	FHLMC Note 0.25% Due 08/24/2023	08/19/2020 08/21/2020 300,000.00	299,807.15 0.00 0.00 299,815.79	77.08 0.00 139.58 62.50	8.64 0.00 8.64 71.14	71.14
3137EAEW5	FHLMC Note 0.25% Due 09/08/2023	09/11/2020 09/14/2020 300,000.00	300,060.38 0.00 0.00 300,057.73	47.92 0.00 110.42 62.50	0.00 2.65 (2.65) 59.85	59.85
3137EAey1	FHLMC Note 0.125% Due 10/16/2023	10/14/2020 10/16/2020 225,000.00	224,429.00 0.00 0.00 224,452.76	128.91 140.63 11.72 23.44	23.76 0.00 23.76 47.20	47.20
3137EAEZ8	FHLMC Note 0.25% Due 11/06/2023	11/03/2020 11/05/2020 335,000.00	334,789.28 0.00 0.00 334,797.81	337.33 0.00 407.12 69.79	8.53 0.00 8.53 78.32	78.32

Income Earned

As of October 31, 2021



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
43813GAC5	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 04/21/2025	02/17/2021 02/24/2021 80,000.00	79,998.83 0.00 0.00 79,998.87	6.00 18.00 6.00 18.00	0.04 0.00 0.04 18.04	18.04
43813KAC6	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	09/22/2020 09/29/2020 85,000.00	84,991.51 0.00 0.00 84,991.85	11.36 26.21 11.36 26.21	0.34 0.00 0.34 26.55	26.55
43815NAC8	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 08/15/2023	08/20/2019 08/27/2019 74,466.67	81,988.76 0.00 7,522.30 74,466.50	64.86 121.62 58.91 115.67	0.04 0.00 0.04 115.71	115.71
4581X0DZ8	Inter-American Dev Bank Note 0.5% Due 09/23/2024	09/15/2021 09/23/2021 260,000.00	259,809.00 0.00 0.00 259,814.45	28.89 0.00 137.22 108.33	5.45 0.00 5.45 113.78	113.78
459058GQ0	Intl. Bank Recon & Development Note 2.5% Due 03/19/2024	01/26/2021 01/28/2021 225,000.00	237,358.51 0.00 0.00 236,932.83	187.50 0.00 656.25 468.75	0.00 425.68 (425.68) 43.07	43.07
459058JM6	Intl. Bank Recon & Development Note 0.25% Due 11/24/2023	11/17/2020 11/24/2020 165,000.00	164,746.01 0.00 0.00 164,756.05	145.52 0.00 179.90 34.38	10.04 0.00 10.04 44.42	44.42
459200JX0	IBM Corp Note 2.85% Due 05/13/2022	05/16/2019 05/20/2019 200,000.00	200,061.71 0.00 0.00 200,053.17	2,185.00 0.00 2,660.00 475.00	0.00 8.54 (8.54) 466.46	466.46
45950KCR9	International Finance Corp Note 1.375% Due 10/16/2024	07/12/2021 07/14/2021 160,000.00	164,018.27 0.00 0.00 163,906.15	1,008.33 1,100.80 91.67 184.14	0.00 112.12 (112.12) 72.02	72.02
46647PAH9	JP Morgan Chase & Co Callable Note 2X 3/1/2024 3.22% Due 03/01/2025	Various Various 500,000.00	221,517.29 304,233.20 0.00 525,279.10	563.50 (1,478.52) 2,683.33 641.31	0.00 471.39 (471.39) 169.92	169.92

Income Earned

As of October 31, 2021



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
47788UAC6	John Deere Owner Trust 2021-A A3 0.36% Due 09/15/2025	03/02/2021 03/10/2021 60,000.00	59,990.27 0.00 0.00 59,990.54	9.60 18.00 9.60 18.00	0.27 0.00 0.27 18.27	18.27
47789JAD8	John Deere Owner Trust 2019-A A3 2.91% Due 07/17/2023	Various Various 143,081.69	165,671.72 0.00 21,226.69 144,153.16	212.50 398.45 185.06 371.01	0.00 291.87 (291.87) 79.14	79.14
47789QAC4	John Deere Owner Trust 2021-B A3 0.52% Due 03/16/2026	07/13/2021 07/21/2021 70,000.00	69,994.10 0.00 0.00 69,994.24	16.18 30.33 16.18 30.33	0.14 0.00 0.14 30.47	30.47
58769KAD6	Mercedes-Benz Auto Lease Trust 2021-B A3 0.4% Due 11/15/2024	06/22/2021 06/29/2021 80,000.00	79,994.57 0.00 0.00 79,994.77	14.22 26.67 14.22 26.67	0.20 0.00 0.20 26.87	26.87
594918BX1	Microsoft Callable Note Cont 12/6/2023 2.875% Due 02/06/2024	03/05/2020 03/09/2020 200,000.00	207,756.20 0.00 0.00 207,454.13	878.47 0.00 1,357.64 479.17	0.00 302.07 (302.07) 177.10	177.10
65479JAD5	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 07/15/2024	10/16/2019 10/23/2019 92,114.13	99,636.78 0.00 7,525.75 92,111.35	85.47 160.25 79.01 153.79	0.32 0.00 0.32 154.11	154.11
69353RFB9	PNC Bank Callable Note Cont 1/18/2022 2.625% Due 02/17/2022	02/21/2019 02/25/2019 250,000.00	249,594.69 0.00 0.00 249,685.08	802.08 0.00 1,348.96 546.88	90.39 0.00 90.39 637.27	637.27
69371RR40	Paccar Financial Corp Note 0.5% Due 08/09/2024	08/03/2021 08/09/2021 80,000.00	79,958.89 0.00 0.00 79,960.11	57.78 0.00 91.11 33.33	1.22 0.00 1.22 34.55	34.55
747525AR4	Qualcomm Inc Callable Note Cont 12/30/2022 2.6% Due 01/30/2023	Various Various 500,000.00	75,768.54 435,782.25 0.00 511,397.66	330.42 (2,701.11) 3,286.11 254.58	0.00 153.13 (153.13) 101.45	101.45

Income Earned

As of October 31, 2021



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
78015K7C2	Royal Bank of Canada Note 2.25% Due 11/01/2024	Various Various 500,000.00	235,635.26 284,922.00 0.00 520,228.64	2,109.38 (3,042.19) 5,625.00 473.43	0.00 328.62 (328.62) 144.81	144.81
79466LAG9	Salesforce.com Inc Callable Note Cont 7/15/2022 0.625% Due 07/15/2024	06/29/2021 07/12/2021 35,000.00	34,983.47 0.00 0.00 34,983.97	48.00 0.00 66.23 18.23	0.50 0.00 0.50 18.73	18.73
808513BN4	Charles Schwab Corp Callable Note Cont 2/18/2024 0.75% Due 03/18/2024	Various Various 245,000.00	245,959.75 0.00 0.00 245,925.50	66.36 0.00 219.48 153.12	1.34 35.59 (34.25) 118.87	118.87
89114QCB2	Toronto Dominion Bank Note 3.25% Due 03/11/2024	Various Various 500,000.00	203,467.14 316,524.00 0.00 519,794.23	361.11 (1,272.92) 2,256.95 622.92	0.00 196.91 (196.91) 426.01	426.01
89231PAD0	Toyota Auto Receivables Trust 2018-D A3 3.18% Due 03/15/2023	08/29/2019 08/30/2019 39,329.30	47,972.36 0.00 8,226.54 39,653.62	67.21 126.02 55.59 114.40	0.00 92.20 (92.20) 22.20	22.20
89232HAC9	Toyota Auto Receivable Own 2020-A A3 1.66% Due 05/15/2024	07/06/2020 07/08/2020 214,729.64	218,221.78 0.00 270.36 217,843.13	158.62 297.42 158.42 297.22	0.00 108.29 (108.29) 188.93	188.93
89236TEL5	Toyota Motor Credit Corp Note 2.7% Due 01/11/2023	04/25/2019 04/29/2019 200,000.00	199,950.30 0.00 0.00 199,953.60	1,200.00 0.00 1,650.00 450.00	3.30 0.00 3.30 453.30	453.30
89236XAC0	Toyota Auto Receivables 2020-D A3 0.35% Due 01/15/2025	10/06/2020 10/13/2020 70,000.00	69,989.92 0.00 0.00 69,990.18	10.89 20.42 10.89 20.42	0.26 0.00 0.26 20.68	20.68
90331HNV1	US Bank NA Callable Note Cont 6/23/2023 3.4% Due 07/24/2023	05/17/2019 05/21/2019 250,000.00	252,823.19 0.00 0.00 252,684.27	1,581.94 0.00 2,290.28 708.34	0.00 138.92 (138.92) 569.42	569.42

Income Earned

As of October 31, 2021



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
9128284Z0	US Treasury Note 2.75% Due 08/31/2025	06/24/2021 06/25/2021 125,000.00	134,774.48 0.00 0.00 134,562.59	294.37 0.00 588.74 294.37	0.00 211.89 (211.89) 82.48	82.48
912828M80	US Treasury Note 2% Due 11/30/2022	Various Various 300,000.00	301,350.36 0.00 0.00 301,251.86	2,016.39 0.00 2,524.59 508.20	0.00 98.50 (98.50) 409.70	409.70
912828R36	US Treasury Note 1.625% Due 05/15/2026	10/14/2021 10/15/2021 250,000.00	0.00 257,148.44 0.00 257,075.80	0.00 (1,689.03) 1,876.70 187.67	0.00 72.64 (72.64) 115.03	115.03
912828T26	US Treasury Note 1.375% Due 09/30/2023	Various Various 300,000.00	296,793.44 0.00 0.00 296,929.80	11.33 0.00 362.64 351.31	136.36 0.00 136.36 487.67	487.67
912828V80	US Treasury Note 2.25% Due 01/31/2024	Various Various 750,000.00	202,961.73 570,839.84 0.00 773,567.65	758.15 (2,959.24) 4,264.61 547.22	0.00 233.92 (233.92) 313.30	313.30
912828VB3	US Treasury Note 1.75% Due 05/15/2023	Various Various 750,000.00	250,245.69 510,820.31 0.00 760,957.37	1,652.51 (3,923.23) 6,063.18 487.44	0.00 108.63 (108.63) 378.81	378.81
912828W71	US Treasury Note 2.125% Due 03/31/2024	10/28/2021 10/29/2021 300,000.00	0.00 310,371.09 0.00 310,335.89	0.00 (507.90) 560.44 52.54	0.00 35.20 (35.20) 17.34	17.34
912828WJ5	US Treasury Note 2.5% Due 05/15/2024	12/12/2019 12/13/2019 300,000.00	305,742.84 0.00 0.00 305,556.81	2,832.88 0.00 3,464.67 631.79	0.00 186.03 (186.03) 445.76	445.76
912828Y87	US Treasury Note 1.75% Due 07/31/2024	01/31/2020 01/31/2020 300,000.00	303,274.52 0.00 0.00 303,176.35	884.51 0.00 1,326.77 442.26	0.00 98.17 (98.17) 344.09	344.09

Income Earned

As of October 31, 2021



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
912828ZF0	US Treasury Note 0.5% Due 03/31/2025	03/25/2021 03/29/2021 350,000.00	349,045.31 0.00 0.00 349,068.49	4.81 0.00 153.85 149.04	23.18 0.00 23.18 172.22	172.22
912828ZT0	US Treasury Note 0.25% Due 05/31/2025	02/25/2021 02/26/2021 365,000.00	360,399.45 0.00 0.00 360,506.04	306.66 0.00 383.95 77.29	106.59 0.00 106.59 183.88	183.88
91282CAZ4	US Treasury Note 0.375% Due 11/30/2025	Various Various 750,000.00	297,106.94 437,677.73 0.00 734,884.84	378.08 (686.99) 1,183.40 118.33	100.17 0.00 100.17 218.50	218.50
91282CBV2	US Treasury Note 0.375% Due 04/15/2024	Various Various 500,000.00	500,118.45 0.00 0.00 500,114.50	865.78 937.50 87.57 159.29	5.06 9.01 (3.95) 155.34	155.34
91282CCG4	US Treasury Note 0.25% Due 06/15/2024	06/17/2021 06/18/2021 400,000.00	398,093.27 0.00 0.00 398,153.10	295.08 0.00 379.78 84.70	59.83 0.00 59.83 144.53	144.53
91282CCT6	US Treasury Note 0.375% Due 08/15/2024	08/25/2021 08/26/2021 400,000.00	399,138.93 0.00 0.00 399,164.38	191.58 0.00 317.93 126.35	25.45 0.00 25.45 151.80	151.80
92290BAA9	Verizon Owner Trust 2020-B A 0.47% Due 02/20/2025	08/04/2020 08/12/2020 120,000.00	119,981.13 0.00 0.00 119,981.60	17.23 47.00 17.23 47.00	0.47 0.00 0.47 47.47	47.47
92348AAA3	Verizon Owner Trust 2019-C A1A 1.94% Due 04/22/2024	10/01/2019 10/08/2019 80,000.00	79,996.52 0.00 0.00 79,996.64	47.42 129.33 47.42 129.33	0.12 0.00 0.12 129.45	129.45
931142ER0	Wal-Mart Stores Callable Note Cont 08/17/2026 1.05% Due 09/17/2026	09/08/2021 09/17/2021 40,000.00	39,924.98 0.00 0.00 39,926.26	16.33 0.00 51.33 35.00	1.28 0.00 1.28 36.28	36.28

Income Earned

As of October 31, 2021



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
			15,448,300.67	39,219.39	1,096.25	
			3,720,938.21	(13,613.89)	5,558.00	
			48,105.27	71,612.05	(4,461.75)	
Total Fixed Income		18,938,946.56	19,116,671.86	18,778.77	14,317.02	14,317.02
CASH & EQUIVALENT						
08173QBS4	Beneficial Bank	09/20/2016	248,000.00	1,864.08	0.00	63.19
	Negotiable CD	09/20/2016	0.00	1,927.27	0.00	
	Due 10/07/2021	0.00	248,000.00	0.00	0.00	
			0.00	63.19	63.19	
29976D2F6	Everbank	02/09/2017	248,000.00	571.08	0.00	431.79
	Negotiable CD	02/09/2017	0.00	0.00	0.00	
	2.05% Due 02/14/2022	248,000.00	0.00	1,002.87	0.00	
			248,000.00	431.79	431.79	
31846V203	First American	Various	20,331.31	0.00	0.00	0.49
	Govt Obligation Fund Class Y	Various	5,303,273.96	0.49	0.00	
		583,974.88	4,739,630.39	0.00	0.00	
			583,974.88	0.49	0.49	
55380TXW5	MUFG Bank	10/27/2021	0.00	0.00	1.11	17.77
	Yankee CD	10/28/2021	499,899.59	(54.17)	0.00	
	0.3% Due 10/25/2022	500,000.00	0.00	70.83	1.11	
			499,900.70	16.66	17.77	
86959RSN1	Svenska Handelsbanken NY	10/27/2021	0.00	0.00	4.86	24.30
	Yankee CD	10/27/2021	499,708.60	(175.00)	0.00	
	0.2% Due 08/23/2022	500,000.00	0.00	194.44	4.86	
			499,713.46	19.44	24.30	
89233GYP5	Toyota Motor Credit	04/26/2021	349,907.25	0.00	54.25	54.25
	Discount CP	04/27/2021	0.00	0.00	0.00	
	0.18% Due 11/23/2021	350,000.00	0.00	0.00	54.25	
			349,961.50	0.00	54.25	
			866,238.56	2,435.16	60.22	
			6,302,882.15	1,698.59	0.00	
			4,987,630.39	1,268.14	60.22	
Total Cash & Equivalent		2,181,974.88	2,181,550.54	531.57	591.79	591.79

Income Earned

As of October 31, 2021



CUSIP	Security Description	Trade Date Settle Date Units	Book Value: Begin Book Value: Acq Book Value: Disp Book Value: End	Prior Accrued Inc. Received Ending Accrued Total Interest	Accr. Of Discount Amort. Of Premium Net Accret/Amort Income Earned	Total Income
LOCAL AGENCY INVESTMENT FUND						
90LAIF\$00	Local Agency Investment Fund	Various	30,667,060.67	16,710.37	0.00	6,663.18
	State Pool	Various	18,675.08	18,675.08	0.00	
		22,685,735.75	8,000,000.00	4,698.47	0.00	
			22,685,735.75	6,663.18	6,663.18	
			30,667,060.67	16,710.37	0.00	
			18,675.08	18,675.08	0.00	
			8,000,000.00	4,698.47	0.00	
Total Local Agency Investment Fund			22,685,735.75	6,663.18	6,663.18	6,663.18
INVESTMENT POOL						
09CATR\$05	CalTrust	Various	6,565,183.09	0.00	0.00	3,408.85
	Medium Term Fund	Various	1,761.51	3,408.85	0.00	
		652,795.55	0.00	0.00	0.00	
			6,566,944.60	3,408.85	3,408.85	
			6,565,183.09	0.00	0.00	
			1,761.51	3,408.85	0.00	
			0.00	0.00	0.00	
Total Investment Pool			652,795.55	3,408.85	3,408.85	3,408.85
			53,546,782.99	58,364.92	1,156.47	
			10,044,256.95	10,168.63	5,558.00	
			13,035,735.66	77,578.66	(4,401.53)	
TOTAL PORTFOLIO			44,459,452.74	29,382.37	24,980.84	24,980.84

Cash Flow Report

As of October 31, 2021



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
11/01/2021	Interest	78015K7C2	500,000.00	Royal Bank of Canada Note 2.25% Due 11/1/2024	0.00	5,625.00	5,625.00
11/03/2021	Interest	037833AK6	200,000.00	Apple Inc Note 2.4% Due 5/3/2023	0.00	2,400.00	2,400.00
11/05/2021	Interest	3137EAER6	305,000.00	FHLMC Note 0.375% Due 5/5/2023	0.00	571.88	571.88
11/06/2021	Interest	3137EAEZ8	335,000.00	FHLMC Note 0.25% Due 11/6/2023	0.00	418.75	418.75
11/06/2021	Interest	3133ELYR9	325,000.00	FFCB Note 0.25% Due 5/6/2022	0.00	406.25	406.25
11/07/2021	Interest	3135G06G3	350,000.00	FNMA Note 0.5% Due 11/7/2025	0.00	875.00	875.00
11/12/2021	Interest	023135BW5	130,000.00	Amazon.com Inc Note 0.45% Due 5/12/2024	0.00	292.50	292.50
11/13/2021	Interest	459200JX0	200,000.00	IBM Corp Note 2.85% Due 5/13/2022	0.00	2,850.00	2,850.00
11/15/2021	Interest	912828R36	250,000.00	US Treasury Note 1.625% Due 5/15/2026	0.00	2,031.25	2,031.25
11/15/2021	Interest	912828WJ5	300,000.00	US Treasury Note 2.5% Due 5/15/2024	0.00	3,750.00	3,750.00
11/15/2021	Interest	912828VB3	750,000.00	US Treasury Note 1.75% Due 5/15/2023	0.00	6,562.50	6,562.50
11/15/2021	Paydown	47789QAC4	70,000.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	0.00	30.33	30.33
11/15/2021	Paydown	89231PAD0	39,329.30	Toyota Auto Receivables Trust 2018-D A3 3.18% Due 3/15/2023	2,280.84	104.22	2,385.06
11/15/2021	Paydown	89236XAC0	70,000.00	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	1,905.86	20.42	1,926.28
11/15/2021	Paydown	43815NAC8	74,466.67	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	8,423.88	110.46	8,534.34
11/15/2021	Paydown	58769KAD6	80,000.00	Mercedes-Benz Auto Lease Trust 2021-B A3 0.4% Due 11/15/2024	0.00	26.67	26.67
11/15/2021	Paydown	89232HAC9	214,729.64	Toyota Auto Receivable Own 2020-A A3 1.66% Due 5/15/2024	10,366.13	297.04	10,663.17

Cash Flow Report

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
11/15/2021	Paydown	47789JAD8	143,081.69	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	14,156.44	346.98	14,503.42
11/15/2021	Paydown	47788UAC6	60,000.00	John Deere Owner Trust 2021-A A3 0.36% Due 9/15/2025	0.00	18.00	18.00
11/15/2021	Paydown	65479JAD5	92,114.13	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	2,692.13	148.15	2,840.28
11/17/2021	Interest	14913R2L0	500,000.00	Caterpillar Financial Service Note 0.45% Due 5/17/2024	0.00	1,125.00	1,125.00
11/18/2021	Paydown	43813KAC6	85,000.00	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	0.00	26.21	26.21
11/19/2021	Paydown	3137BM6P6	0.00	FHLMC K721 A2 3.09% Due 8/25/2022	3,333.63	331.04	3,664.67
11/20/2021	Paydown	92348AAA3	80,000.00	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	2,494.60	129.33	2,623.93
11/20/2021	Paydown	92290BAA9	120,000.00	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	2,977.15	47.00	3,024.15
11/21/2021	Paydown	43813GAC5	80,000.00	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	0.00	18.00	18.00
11/22/2021	Interest	3135G04Q3	245,000.00	FNMA Note 0.25% Due 5/22/2023	0.00	306.25	306.25
11/23/2021	Maturity	89233GYP5	350,000.00	Toyota Motor Credit Discount CP 0.18% Due 11/23/2021	350,000.00	0.00	350,000.00
11/24/2021	Interest	459058JM6	165,000.00	Intl. Bank Recon & Development Note 0.25% Due 11/24/2023	0.00	206.25	206.25
11/25/2021	Interest	3137BM6P6	125,225.13	FHLMC K721 A2 3.09% Due 8/25/2022	0.00	322.45	322.45
11/25/2021	Paydown	09690AAC7	50,000.00	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	0.00	13.75	13.75
11/25/2021	Paydown	3137B4GY6	275,000.00	FHLMC K032 A2 3.31% Due 5/25/2023	0.00	758.54	758.54
11/30/2021	Interest	912828M80	300,000.00	US Treasury Note 2% Due 11/30/2022	0.00	3,000.00	3,000.00
11/30/2021	Interest	912828ZT0	365,000.00	US Treasury Note 0.25% Due 5/31/2025	0.00	456.25	456.25

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11/30/2021	Interest	91282CAZ4	750,000.00	US Treasury Note 0.375% Due 11/30/2025	0.00	1,406.25	1,406.25
NOV 2021					398,630.66	35,031.72	433,662.38
12/08/2021	Interest	3134GVJ66	350,000.00	FHLMC Note 0.25% Due 6/8/2022	0.00	437.50	437.50
12/08/2021	Interest	3130A0F70	350,000.00	FHLB Note 3.375% Due 12/8/2023	0.00	5,906.25	5,906.25
12/14/2021	Interest	3130A1XJ2	155,000.00	FHLB Note 2.875% Due 6/14/2024	0.00	2,228.13	2,228.13
12/15/2021	Interest	91282CCG4	400,000.00	US Treasury Note 0.25% Due 6/15/2024	0.00	500.00	500.00
12/15/2021	Paydown	58769KAD6	80,000.00	Mercedes-Benz Auto Lease Trust 2021-B A3 0.4% Due 11/15/2024	0.00	26.67	26.67
12/15/2021	Paydown	89232HAC9	214,729.64	Toyota Auto Receivable Own 2020-A A3 1.66% Due 5/15/2024	10,146.09	282.70	10,428.79
12/15/2021	Paydown	47789QAC4	70,000.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	0.00	30.33	30.33
12/15/2021	Paydown	89231PAD0	39,329.30	Toyota Auto Receivables Trust 2018-D A3 3.18% Due 3/15/2023	2,284.89	98.18	2,383.07
12/15/2021	Paydown	89236XAC0	70,000.00	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	1,900.76	19.86	1,920.62
12/15/2021	Paydown	43815NAC8	74,466.67	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	8,095.44	97.96	8,193.40
12/15/2021	Paydown	47788UAC6	60,000.00	John Deere Owner Trust 2021-A A3 0.36% Due 9/15/2025	0.00	18.00	18.00
12/15/2021	Paydown	47789JAD8	143,081.69	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	14,189.95	312.64	14,502.59
12/15/2021	Paydown	65479JAD5	92,114.13	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	2,698.19	143.82	2,842.01
12/18/2021	Paydown	43813KAC6	85,000.00	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	0.00	26.21	26.21
12/20/2021	Paydown	92348AAA3	80,000.00	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	2,500.21	125.30	2,625.51

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
12/20/2021	Paydown	92290BAA9	120,000.00	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	2,978.32	45.83	3,024.15
12/21/2021	Paydown	43813GAC5	80,000.00	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	0.00	18.00	18.00
12/25/2021	Interest	3137BM6P6	125,225.13	FHLMC K721 A2 3.09% Due 8/25/2022	0.00	322.45	322.45
12/25/2021	Paydown	09690AAC7	50,000.00	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	0.00	13.75	13.75
12/25/2021	Paydown	3137B4GY6	275,000.00	FHLMC K032 A2 3.31% Due 5/25/2023	0.00	758.54	758.54
12/26/2021	Interest	3137EAES4	300,000.00	FHLMC Note 0.25% Due 6/26/2023	0.00	375.00	375.00
DEC 2021					44,793.85	11,787.12	56,580.97
01/10/2022	Interest	3135G05G4	250,000.00	FNMA Note 0.25% Due 7/10/2023	0.00	312.50	312.50
01/11/2022	Interest	89236TEL5	200,000.00	Toyota Motor Credit Corp Note 2.7% Due 1/11/2023	0.00	2,700.00	2,700.00
01/13/2022	Interest	037833DE7	200,000.00	Apple Inc Callable Note Cont 12/13/2022 2.4% Due 1/13/2023	0.00	2,400.00	2,400.00
01/13/2022	Maturity	3137EADB2	350,000.00	FHLMC Note 2.375% Due 1/13/2022	350,000.00	4,156.25	354,156.25
01/15/2022	Interest	79466LAG9	35,000.00	Salesforce.com Inc Callable Note Cont 7/15/2022 0.625% Due 7/15/2024	0.00	111.20	111.20
01/15/2022	Paydown	89232HAC9	214,729.64	Toyota Auto Receivable Own 2020-A A3 1.66% Due 5/15/2024	9,925.12	268.67	10,193.79
01/15/2022	Paydown	58769KAD6	80,000.00	Mercedes-Benz Auto Lease Trust 2021-B A3 0.4% Due 11/15/2024	0.00	26.67	26.67
01/15/2022	Paydown	43815NAC8	74,466.67	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	7,766.20	85.96	7,852.16
01/15/2022	Paydown	47789JAD8	143,081.69	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	14,223.54	278.23	14,501.77
01/15/2022	Paydown	89231PAD0	39,329.30	Toyota Auto Receivables Trust 2018-D A3 3.18% Due 3/15/2023	2,288.94	92.12	2,381.06

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01/15/2022	Paydown	89236XAC0	70,000.00	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	1,895.60	19.31	1,914.91
01/15/2022	Paydown	47788UAC6	60,000.00	John Deere Owner Trust 2021-A A3 0.36% Due 9/15/2025	0.00	18.00	18.00
01/15/2022	Paydown	47789QAC4	70,000.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	0.00	30.33	30.33
01/15/2022	Paydown	65479JAD5	92,114.13	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	2,704.26	139.48	2,843.74
01/17/2022	Dividend	90LAIF\$00	852,977,682.05	Local Agency Investment Fund State Pool	0.00	4,743.74	4,743.74
01/18/2022	Paydown	43813KAC6	85,000.00	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	0.00	26.21	26.21
01/20/2022	Paydown	92348AAA3	80,000.00	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	2,505.83	121.26	2,627.09
01/20/2022	Paydown	92290BAA9	120,000.00	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	2,979.48	44.67	3,024.15
01/21/2022	Paydown	43813GAC5	80,000.00	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	0.00	18.00	18.00
01/24/2022	Interest	90331HNV1	250,000.00	US Bank NA Callable Note Cont 6/23/2023 3.4% Due 7/24/2023	0.00	4,250.00	4,250.00
01/25/2022	Interest	3137BM6P6	125,225.13	FHLMC K721 A2 3.09% Due 8/25/2022	0.00	322.45	322.45
01/25/2022	Interest	3137EAET2	170,000.00	FHLMC Note 0.125% Due 7/25/2022	0.00	106.25	106.25
01/25/2022	Paydown	09690AAC7	50,000.00	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	0.00	13.75	13.75
01/25/2022	Paydown	3137B4GY6	275,000.00	FHLMC K032 A2 3.31% Due 5/25/2023	0.00	758.54	758.54
01/30/2022	Interest	747525AR4	500,000.00	Qualcomm Inc Callable Note Cont 12/30/2022 2.6% Due 1/30/2023	0.00	6,500.00	6,500.00
01/31/2022	Interest	912828Y87	300,000.00	US Treasury Note 1.75% Due 7/31/2024	0.00	2,625.00	2,625.00
01/31/2022	Interest	912828V80	750,000.00	US Treasury Note 2.25% Due 1/31/2024	0.00	8,437.50	8,437.50

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JAN 2022					394,288.97	38,606.09	432,895.06
02/06/2022	Interest	594918BX1	200,000.00	Microsoft Callable Note Cont 12/6/2023 2.875% Due 2/6/2024	0.00	2,875.00	2,875.00
02/09/2022	Interest	69371RR40	80,000.00	Paccar Financial Corp Note 0.5% Due 8/9/2024	0.00	200.00	200.00
02/14/2022	Maturity	29976D2F6	248,000.00	Everbank Negotiable CD 2.05% Due 2/14/2022	248,000.00	2,465.39	250,465.39
02/15/2022	Interest	91282CCT6	400,000.00	US Treasury Note 0.375% Due 8/15/2024	0.00	750.00	750.00
02/15/2022	Paydown	58769KAD6	80,000.00	Mercedes-Benz Auto Lease Trust 2021-B A3 0.4% Due 11/15/2024	0.00	26.67	26.67
02/15/2022	Paydown	47788UAC6	60,000.00	John Deere Owner Trust 2021-A A3 0.36% Due 9/15/2025	0.00	18.00	18.00
02/15/2022	Paydown	47789JAD8	143,081.69	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	14,257.20	243.74	14,500.94
02/15/2022	Paydown	43815NAC8	74,466.67	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	7,436.16	74.44	7,510.60
02/15/2022	Paydown	47789QAC4	70,000.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	0.00	30.33	30.33
02/15/2022	Paydown	65479JAD5	92,114.13	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	2,710.34	135.13	2,845.47
02/15/2022	Paydown	89231PAD0	39,329.30	Toyota Auto Receivables Trust 2018-D A3 3.18% Due 3/15/2023	2,293.00	86.06	2,379.06
02/15/2022	Paydown	89232HAC9	214,729.64	Toyota Auto Receivable Own 2020-A A3 1.66% Due 5/15/2024	9,703.21	254.94	9,958.15
02/15/2022	Paydown	89236XAC0	70,000.00	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	1,890.39	18.75	1,909.14
02/16/2022	Interest	06406FAD5	200,000.00	Bank of NY Mellon Corp Callable Note Cont 6/16/2023 2.2% Due 8/16/2023	0.00	2,200.00	2,200.00
02/17/2022	Maturity	69353RFB9	250,000.00	PNC Bank Callable Note Cont 1/18/2022 2.625% Due 2/17/2022	250,000.00	3,281.25	253,281.25
02/18/2022	Paydown	43813KAC6	85,000.00	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	0.00	26.21	26.21

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02/19/2022	Paydown	3137BM6P6	125,225.13	FHLMC K721 A2 3.09% Due 8/25/2022	1,193.00	2.46	1,195.46
02/20/2022	Paydown	92348AAA3	80,000.00	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	2,511.47	117.21	2,628.68
02/20/2022	Paydown	92290BAA9	120,000.00	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	2,980.65	43.50	3,024.15
02/21/2022	Paydown	43813GAC5	80,000.00	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	0.00	18.00	18.00
02/24/2022	Interest	3137EAEV7	300,000.00	FHLMC Note 0.25% Due 8/24/2023	0.00	375.00	375.00
02/25/2022	Interest	3137BM6P6	125,225.13	FHLMC K721 A2 3.09% Due 8/25/2022	0.00	319.38	319.38
02/25/2022	Paydown	3137B4GY6	275,000.00	FHLMC K032 A2 3.31% Due 5/25/2023	0.00	758.54	758.54
02/25/2022	Paydown	09690AAC7	50,000.00	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	0.00	13.75	13.75
02/28/2022	Interest	9128284Z0	125,000.00	US Treasury Note 2.75% Due 8/31/2025	0.00	1,718.75	1,718.75
FEB 2022					542,975.42	16,052.50	559,027.92
03/01/2022	Interest	46647PAH9	500,000.00	JP Morgan Chase & Co Callable Note 2X 3/1/2024 3.22% Due 3/1/2025	0.00	8,050.00	8,050.00
03/08/2022	Interest	24422ETV1	305,000.00	John Deere Capital Corp Note 2.15% Due 9/8/2022	0.00	3,278.75	3,278.75
03/08/2022	Interest	3137EAEW5	300,000.00	FHLMC Note 0.25% Due 9/8/2023	0.00	375.00	375.00
03/10/2022	Interest	3130ADRG9	350,000.00	FHLB Note 2.75% Due 3/10/2023	0.00	4,812.50	4,812.50
03/11/2022	Interest	89114QCB2	500,000.00	Toronto Dominion Bank Note 3.25% Due 3/11/2024	0.00	8,125.00	8,125.00
03/12/2022	Interest	3135G0U43	350,000.00	FNMA Note 2.875% Due 9/12/2023	0.00	5,031.25	5,031.25
03/15/2022	Paydown	47788UAC6	60,000.00	John Deere Owner Trust 2021-A A3 0.36% Due 9/15/2025	0.00	18.00	18.00

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03/15/2022	Paydown	47789QAC4	70,000.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	0.00	30.33	30.33
03/15/2022	Paydown	58769KAD6	80,000.00	Mercedes-Benz Auto Lease Trust 2021-B A3 0.4% Due 11/15/2024	0.00	26.67	26.67
03/15/2022	Paydown	43815NAC8	74,466.67	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	7,105.33	63.41	7,168.74
03/15/2022	Paydown	89231PAD0	39,329.30	Toyota Auto Receivables Trust 2018-D A3 3.18% Due 3/15/2023	2,297.07	79.98	2,377.05
03/15/2022	Paydown	89236XAC0	70,000.00	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	1,885.12	18.20	1,903.32
03/15/2022	Paydown	65479JAD5	92,114.13	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	2,716.44	130.77	2,847.21
03/15/2022	Paydown	89232HAC9	214,729.64	Toyota Auto Receivable Own 2020-A A3 1.66% Due 5/15/2024	9,480.38	241.51	9,721.89
03/15/2022	Paydown	47789JAD8	143,081.69	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	14,290.93	209.17	14,500.10
03/17/2022	Interest	931142ER0	40,000.00	Wal-Mart Stores Callable Note Cont 08/17/2026 1.05% Due 9/17/2026	0.00	210.00	210.00
03/18/2022	Interest	808513BN4	245,000.00	Charles Schwab Corp Callable Note Cont 2/18/2024 0.75% Due 3/18/2024	0.00	918.75	918.75
03/18/2022	Paydown	43813KAC6	85,000.00	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	4,035.15	26.21	4,061.36
03/19/2022	Interest	459058GQ0	225,000.00	Intl. Bank Recon & Development Note 2.5% Due 3/19/2024	0.00	2,812.50	2,812.50
03/19/2022	Paydown	3137BM6P6	125,225.13	FHLMC K721 A2 3.09% Due 8/25/2022	8,785.78	18.10	8,803.88
03/20/2022	Paydown	92290BAA9	120,000.00	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	2,981.82	42.33	3,024.15
03/20/2022	Paydown	92348AAA3	80,000.00	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	2,517.12	113.15	2,630.27
03/21/2022	Paydown	43813GAC5	80,000.00	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	0.00	18.00	18.00
03/23/2022	Interest	4581X0DZ8	260,000.00	Inter-American Dev Bank Note 0.5% Due 9/23/2024	0.00	650.00	650.00

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03/25/2022	Interest	3137BM6P6	125,225.13	FHLMC K721 A2 3.09% Due 8/25/2022	0.00	296.76	296.76
03/25/2022	Paydown	09690AAC7	50,000.00	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	0.00	13.75	13.75
03/25/2022	Paydown	3137B4GY6	275,000.00	FHLMC K032 A2 3.31% Due 5/25/2023	0.00	758.54	758.54
03/31/2022	Interest	912828ZF0	350,000.00	US Treasury Note 0.5% Due 3/31/2025	0.00	875.00	875.00
03/31/2022	Interest	912828T26	300,000.00	US Treasury Note 1.375% Due 9/30/2023	0.00	2,062.50	2,062.50
03/31/2022	Interest	912828W71	300,000.00	US Treasury Note 2.125% Due 3/31/2024	0.00	3,187.50	3,187.50
MAR 2022					56,095.14	42,493.63	98,588.77
04/08/2022	Maturity	3133ELWD2	285,000.00	FFCB Note 0.375% Due 4/8/2022	285,000.00	534.38	285,534.38
04/15/2022	Interest	91282CBV2	500,000.00	US Treasury Note 0.375% Due 4/15/2024	0.00	937.50	937.50
04/15/2022	Paydown	47788UAC6	60,000.00	John Deere Owner Trust 2021-A A3 0.36% Due 9/15/2025	0.00	18.00	18.00
04/15/2022	Paydown	47789JAD8	143,081.69	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	14,324.77	174.51	14,499.28
04/15/2022	Paydown	47789QAC4	70,000.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	0.00	30.33	30.33
04/15/2022	Paydown	58769KAD6	80,000.00	Mercedes-Benz Auto Lease Trust 2021-B A3 0.4% Due 11/15/2024	0.00	26.67	26.67
04/15/2022	Paydown	89231PAD0	39,329.30	Toyota Auto Receivables Trust 2018-D A3 3.18% Due 3/15/2023	2,301.14	73.89	2,375.03
04/15/2022	Paydown	89236XAC0	70,000.00	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	1,879.79	17.65	1,897.44
04/15/2022	Paydown	43815NAC8	74,466.67	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	6,773.70	52.87	6,826.57
04/15/2022	Paydown	65479JAD5	92,114.13	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	2,722.56	126.40	2,848.96

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
04/15/2022	Paydown	89232HAC9	214,729.64	Toyota Auto Receivable Own 2020-A A3 1.66% Due 5/15/2024	9,256.59	228.40	9,484.99
04/16/2022	Interest	45950KCR9	160,000.00	International Finance Corp Note 1.375% Due 10/16/2024	0.00	1,100.00	1,100.00
04/16/2022	Interest	3137EAEY1	225,000.00	FHLMC Note 0.125% Due 10/16/2023	0.00	140.63	140.63
04/18/2022	Paydown	43813KAC6	85,000.00	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	4,036.40	24.96	4,061.36
04/19/2022	Paydown	3137BM6P6	125,225.13	FHLMC K721 A2 3.09% Due 8/25/2022	8,819.60	18.17	8,837.77
04/20/2022	Paydown	92290BAA9	120,000.00	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	2,982.98	41.17	3,024.15
04/20/2022	Paydown	92348AAA3	80,000.00	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	2,522.78	109.08	2,631.86
04/21/2022	Paydown	43813GAC5	80,000.00	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	0.00	18.00	18.00
04/25/2022	Interest	3137BM6P6	125,225.13	FHLMC K721 A2 3.09% Due 8/25/2022	0.00	274.05	274.05
04/25/2022	Paydown	09690AAC7	50,000.00	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	0.00	13.75	13.75
04/25/2022	Paydown	3137B4GY6	275,000.00	FHLMC K032 A2 3.31% Due 5/25/2023	0.00	758.54	758.54
APR 2022					340,620.31	4,718.95	345,339.26
05/01/2022	Interest	78015K7C2	500,000.00	Royal Bank of Canada Note 2.25% Due 11/1/2024	0.00	5,625.00	5,625.00
05/03/2022	Interest	037833AK6	200,000.00	Apple Inc Note 2.4% Due 5/3/2023	0.00	2,400.00	2,400.00
05/05/2022	Interest	3137EAER6	305,000.00	FHLMC Note 0.375% Due 5/5/2023	0.00	571.88	571.88
05/06/2022	Interest	3137EAEZ8	335,000.00	FHLMC Note 0.25% Due 11/6/2023	0.00	418.75	418.75
05/06/2022	Maturity	3133ELYR9	325,000.00	FFCB Note 0.25% Due 5/6/2022	325,000.00	406.25	325,406.25

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05/07/2022	Interest	3135G06G3	350,000.00	FNMA Note 0.5% Due 11/7/2025	0.00	875.00	875.00
05/12/2022	Interest	023135BW5	130,000.00	Amazon.com Inc Note 0.45% Due 5/12/2024	0.00	292.50	292.50
05/13/2022	Maturity	459200JX0	200,000.00	IBM Corp Note 2.85% Due 5/13/2022	200,000.00	2,850.00	202,850.00
05/15/2022	Interest	912828VB3	750,000.00	US Treasury Note 1.75% Due 5/15/2023	0.00	6,562.50	6,562.50
05/15/2022	Interest	912828R36	250,000.00	US Treasury Note 1.625% Due 5/15/2026	0.00	2,031.25	2,031.25
05/15/2022	Interest	912828WJ5	300,000.00	US Treasury Note 2.5% Due 5/15/2024	0.00	3,750.00	3,750.00
05/15/2022	Paydown	47788UAC6	60,000.00	John Deere Owner Trust 2021-A A3 0.36% Due 9/15/2025	0.00	18.00	18.00
05/15/2022	Paydown	47789QAC4	70,000.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	0.00	30.33	30.33
05/15/2022	Paydown	43815NAC8	74,466.67	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	6,441.27	42.82	6,484.09
05/15/2022	Paydown	47789JAD8	143,081.69	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	14,358.66	139.78	14,498.44
05/15/2022	Paydown	65479JAD5	92,114.13	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	2,728.68	122.02	2,850.70
05/15/2022	Paydown	58769KAD6	80,000.00	Mercedes-Benz Auto Lease Trust 2021-B A3 0.4% Due 11/15/2024	0.00	26.67	26.67
05/15/2022	Paydown	89232HAC9	214,729.64	Toyota Auto Receivable Own 2020-A A3 1.66% Due 5/15/2024	9,031.85	215.60	9,247.45
05/15/2022	Paydown	89231PAD0	39,329.30	Toyota Auto Receivables Trust 2018-D A3 3.18% Due 3/15/2023	2,305.21	67.80	2,373.01
05/15/2022	Paydown	89236XAC0	70,000.00	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	1,874.41	17.10	1,891.51
05/17/2022	Interest	14913R2L0	500,000.00	Caterpillar Financial Service Note 0.45% Due 5/17/2024	0.00	1,125.00	1,125.00
05/18/2022	Paydown	43813KAC6	85,000.00	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	4,037.64	23.72	4,061.36

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
05/19/2022	Paydown	3137BM6P6	125,225.13	FHLMC K721 A2 3.09% Due 8/25/2022	27,893.89	57.46	27,951.35
05/20/2022	Paydown	92348AAA3	80,000.00	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	2,528.46	105.00	2,633.46
05/20/2022	Paydown	92290BAA9	120,000.00	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	2,984.15	40.00	3,024.15
05/21/2022	Paydown	43813GAC5	80,000.00	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	0.00	18.00	18.00
05/22/2022	Interest	3135G04Q3	245,000.00	FNMA Note 0.25% Due 5/22/2023	0.00	306.25	306.25
05/24/2022	Interest	459058JM6	165,000.00	Intl. Bank Recon & Development Note 0.25% Due 11/24/2023	0.00	206.25	206.25
05/25/2022	Interest	3137BM6P6	125,225.13	FHLMC K721 A2 3.09% Due 8/25/2022	0.00	202.22	202.22
05/25/2022	Paydown	3137B4GY6	275,000.00	FHLMC K032 A2 3.31% Due 5/25/2023	0.00	758.54	758.54
05/25/2022	Paydown	09690AAC7	50,000.00	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	0.00	13.75	13.75
05/31/2022	Interest	912828M80	300,000.00	US Treasury Note 2% Due 11/30/2022	0.00	3,000.00	3,000.00
05/31/2022	Interest	912828ZT0	365,000.00	US Treasury Note 0.25% Due 5/31/2025	0.00	456.25	456.25
05/31/2022	Interest	91282CAZ4	750,000.00	US Treasury Note 0.375% Due 11/30/2025	0.00	1,406.25	1,406.25
MAY 2022					599,184.22	34,181.94	633,366.16
06/08/2022	Interest	3130A0F70	350,000.00	FHLB Note 3.375% Due 12/8/2023	0.00	5,906.25	5,906.25
06/08/2022	Maturity	3134GVJ66	350,000.00	FHLMC Note 0.25% Due 6/8/2022	350,000.00	437.50	350,437.50
06/14/2022	Interest	3130A1XJ2	155,000.00	FHLB Note 2.875% Due 6/14/2024	0.00	2,228.13	2,228.13
06/15/2022	Interest	91282CCG4	400,000.00	US Treasury Note 0.25% Due 6/15/2024	0.00	500.00	500.00

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06/15/2022	Paydown	58769KAD6	80,000.00	Mercedes-Benz Auto Lease Trust 2021-B A3 0.4% Due 11/15/2024	0.00	26.67	26.67
06/15/2022	Paydown	89232HAC9	214,729.64	Toyota Auto Receivable Own 2020-A A3 1.66% Due 5/15/2024	8,806.17	203.10	9,009.27
06/15/2022	Paydown	47788UAC6	60,000.00	John Deere Owner Trust 2021-A A3 0.36% Due 9/15/2025	0.00	18.00	18.00
06/15/2022	Paydown	47789JAD8	143,081.69	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	14,392.63	104.96	14,497.59
06/15/2022	Paydown	89231PAD0	39,329.30	Toyota Auto Receivables Trust 2018-D A3 3.18% Due 3/15/2023	2,309.30	61.69	2,370.99
06/15/2022	Paydown	89236XAC0	70,000.00	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	1,868.96	16.56	1,885.52
06/15/2022	Paydown	43815NAC8	74,466.67	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	6,108.04	33.26	6,141.30
06/15/2022	Paydown	47789QAC4	70,000.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	0.00	30.33	30.33
06/15/2022	Paydown	65479JAD5	92,114.13	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	2,734.81	117.64	2,852.45
06/18/2022	Paydown	43813KAC6	85,000.00	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	4,038.89	22.47	4,061.36
06/19/2022	Paydown	3137BM6P6	125,225.13	FHLMC K721 A2 3.09% Due 8/25/2022	7,878.12	16.23	7,894.35
06/20/2022	Paydown	92348AAA3	80,000.00	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	2,534.15	100.91	2,635.06
06/20/2022	Paydown	92290BAA9	120,000.00	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	2,985.32	38.83	3,024.15
06/21/2022	Paydown	43813GAC5	80,000.00	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	0.00	18.00	18.00
06/25/2022	Interest	3137BM6P6	125,225.13	FHLMC K721 A2 3.09% Due 8/25/2022	0.00	181.94	181.94
06/25/2022	Paydown	3137B4GY6	275,000.00	FHLMC K032 A2 3.31% Due 5/25/2023	0.00	758.54	758.54
06/25/2022	Paydown	09690AAC7	50,000.00	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	0.00	13.75	13.75

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06/26/2022	Interest	3137EAES4	300,000.00	FHLMC Note 0.25% Due 6/26/2023	0.00	375.00	375.00
JUN 2022					403,656.39	11,209.76	414,866.15
07/10/2022	Interest	3135G05G4	250,000.00	FNMA Note 0.25% Due 7/10/2023	0.00	312.50	312.50
07/11/2022	Interest	89236TEL5	200,000.00	Toyota Motor Credit Corp Note 2.7% Due 1/11/2023	0.00	2,700.00	2,700.00
07/13/2022	Interest	037833DE7	200,000.00	Apple Inc Callable Note Cont 12/13/2022 2.4% Due 1/13/2023	0.00	2,400.00	2,400.00
07/15/2022	Interest	79466LAG9	35,000.00	Salesforce.com Inc Callable Note Cont 7/15/2022 0.625% Due 7/15/2024	0.00	109.38	109.38
07/15/2022	Paydown	47789JAD8	143,081.69	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	14,426.71	70.05	14,496.76
07/15/2022	Paydown	47788UAC6	60,000.00	John Deere Owner Trust 2021-A A3 0.36% Due 9/15/2025	0.00	18.00	18.00
07/15/2022	Paydown	47789QAC4	70,000.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	0.00	30.33	30.33
07/15/2022	Paydown	58769KAD6	80,000.00	Mercedes-Benz Auto Lease Trust 2021-B A3 0.4% Due 11/15/2024	0.00	26.67	26.67
07/15/2022	Paydown	89232HAC9	214,729.64	Toyota Auto Receivable Own 2020-A A3 1.66% Due 5/15/2024	8,579.53	190.92	8,770.45
07/15/2022	Paydown	43815NAC8	74,466.67	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	5,774.00	24.20	5,798.20
07/15/2022	Paydown	65479JAD5	92,114.13	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	2,740.97	113.24	2,854.21
07/15/2022	Paydown	89231PAD0	39,329.30	Toyota Auto Receivables Trust 2018-D A3 3.18% Due 3/15/2023	2,313.40	55.57	2,368.97
07/15/2022	Paydown	89236XAC0	70,000.00	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	1,863.46	16.01	1,879.47
07/18/2022	Paydown	43813KAC6	85,000.00	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	4,040.13	21.23	4,061.36
07/19/2022	Paydown	3137BM6P6	125,225.13	FHLMC K721 A2 3.09% Due 8/25/2022	18,215.07	37.52	18,252.59

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07/20/2022	Paydown	92348AAA3	80,000.00	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	2,539.85	96.81	2,636.66
07/20/2022	Paydown	92290BAA9	120,000.00	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	2,986.49	37.66	3,024.15
07/21/2022	Paydown	43813GAC5	80,000.00	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	0.00	18.00	18.00
07/24/2022	Interest	90331HNV1	250,000.00	US Bank NA Callable Note Cont 6/23/2023 3.4% Due 7/24/2023	0.00	4,250.00	4,250.00
07/25/2022	Interest	3137BM6P6	125,225.13	FHLMC K721 A2 3.09% Due 8/25/2022	0.00	135.03	135.03
07/25/2022	Maturity	3137EAET2	170,000.00	FHLMC Note 0.125% Due 7/25/2022	170,000.00	106.25	170,106.25
07/25/2022	Paydown	09690AAC7	50,000.00	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	0.00	13.75	13.75
07/25/2022	Paydown	3137B4GY6	275,000.00	FHLMC K032 A2 3.31% Due 5/25/2023	0.00	758.54	758.54
07/30/2022	Interest	747525AR4	500,000.00	Qualcomm Inc Callable Note Cont 12/30/2022 2.6% Due 1/30/2023	0.00	6,500.00	6,500.00
07/31/2022	Interest	912828Y87	300,000.00	US Treasury Note 1.75% Due 7/31/2024	0.00	2,625.00	2,625.00
07/31/2022	Interest	912828V80	750,000.00	US Treasury Note 2.25% Due 1/31/2024	0.00	8,437.50	8,437.50
JUL 2022					233,479.61	29,104.16	262,583.77
08/06/2022	Interest	594918BX1	200,000.00	Microsoft Callable Note Cont 12/6/2023 2.875% Due 2/6/2024	0.00	2,875.00	2,875.00
08/09/2022	Interest	69371RR40	80,000.00	Paccar Financial Corp Note 0.5% Due 8/9/2024	0.00	200.00	200.00
08/15/2022	Interest	91282CCT6	400,000.00	US Treasury Note 0.375% Due 8/15/2024	0.00	750.00	750.00
08/15/2022	Paydown	43815NAC8	74,466.67	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	5,439.15	15.64	5,454.79
08/15/2022	Paydown	65479JAD5	92,114.13	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	2,747.14	108.83	2,855.97

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08/15/2022	Paydown	89232HAC9	214,729.64	Toyota Auto Receivable Own 2020-A A3 1.66% Due 5/15/2024	8,351.94	179.05	8,530.99
08/15/2022	Paydown	47789QAC4	70,000.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	0.00	30.33	30.33
08/15/2022	Paydown	58769KAD6	80,000.00	Mercedes-Benz Auto Lease Trust 2021-B A3 0.4% Due 11/15/2024	0.00	26.67	26.67
08/15/2022	Paydown	47788UAC6	60,000.00	John Deere Owner Trust 2021-A A3 0.36% Due 9/15/2025	0.00	18.00	18.00
08/15/2022	Paydown	47789JAD8	143,081.69	John Deere Owner Trust 2019-A A3 2.91% Due 7/17/2023	14,460.85	35.07	14,495.92
08/15/2022	Paydown	89231PAD0	39,329.30	Toyota Auto Receivables Trust 2018-D A3 3.18% Due 3/15/2023	2,317.50	49.44	2,366.94
08/15/2022	Paydown	89236XAC0	70,000.00	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	1,857.90	15.47	1,873.37
08/16/2022	Interest	06406FAD5	200,000.00	Bank of NY Mellon Corp Callable Note Cont 6/16/2023 2.2% Due 8/16/2023	0.00	2,200.00	2,200.00
08/18/2022	Paydown	43813KAC6	85,000.00	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	4,041.38	19.98	4,061.36
08/19/2022	Paydown	3137BM6P6	125,225.13	FHLMC K721 A2 3.09% Due 8/25/2022	24,711.17	50.90	24,762.07
08/20/2022	Paydown	92348AAA3	80,000.00	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	2,545.56	92.71	2,638.27
08/20/2022	Paydown	92290BAA9	120,000.00	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	2,987.66	36.49	3,024.15
08/21/2022	Paydown	43813GAC5	80,000.00	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	3,990.82	18.00	4,008.82
08/23/2022	Maturity	86959RSN1	500,000.00	Svenska Handelsbanken NY Yankee CD 0.2% Due 8/23/2022	500,000.00	1,013.89	501,013.89
08/24/2022	Interest	3137EAEV7	300,000.00	FHLMC Note 0.25% Due 8/24/2023	0.00	375.00	375.00
08/25/2022	Interest	3137BM6P6	125,225.13	FHLMC K721 A2 3.09% Due 8/25/2022	0.00	71.40	71.40

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08/25/2022	Paydown	3137B4GY6	275,000.00	FHLMC K032 A2 3.31% Due 5/25/2023	0.00	758.54	758.54
08/25/2022	Paydown	09690AAC7	50,000.00	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	0.00	13.75	13.75
08/31/2022	Interest	9128284Z0	125,000.00	US Treasury Note 2.75% Due 8/31/2025	0.00	1,718.75	1,718.75
AUG 2022					573,451.07	10,672.91	584,123.98
09/01/2022	Interest	46647PAH9	500,000.00	JP Morgan Chase & Co Callable Note 2X 3/1/2024 3.22% Due 3/1/2025	0.00	8,050.00	8,050.00
09/08/2022	Interest	3137EAEW5	300,000.00	FHLMC Note 0.25% Due 9/8/2023	0.00	375.00	375.00
09/08/2022	Maturity	24422ETV1	305,000.00	John Deere Capital Corp Note 2.15% Due 9/8/2022	305,000.00	3,278.75	308,278.75
09/10/2022	Interest	3130ADRG9	350,000.00	FHLB Note 2.75% Due 3/10/2023	0.00	4,812.50	4,812.50
09/11/2022	Interest	89114QCB2	500,000.00	Toronto Dominion Bank Note 3.25% Due 3/11/2024	0.00	8,125.00	8,125.00
09/12/2022	Interest	3135G0U43	350,000.00	FNMA Note 2.875% Due 9/12/2023	0.00	5,031.25	5,031.25
09/15/2022	Paydown	58769KAD6	80,000.00	Mercedes-Benz Auto Lease Trust 2021-B A3 0.4% Due 11/15/2024	0.00	26.67	26.67
09/15/2022	Paydown	89232HAC9	214,729.64	Toyota Auto Receivable Own 2020-A A3 1.66% Due 5/15/2024	8,123.38	167.50	8,290.88
09/15/2022	Paydown	43815NAC8	74,466.67	Honda Auto Receivables Trust 2019-3 A3 1.78% Due 8/15/2023	5,103.49	7.57	5,111.06
09/15/2022	Paydown	65479JAD5	92,114.13	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	2,753.32	104.41	2,857.73
09/15/2022	Paydown	47788UAC6	60,000.00	John Deere Owner Trust 2021-A A3 0.36% Due 9/15/2025	0.00	18.00	18.00
09/15/2022	Paydown	47789QAC4	70,000.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	0.00	30.33	30.33
09/15/2022	Paydown	89231PAD0	39,329.30	Toyota Auto Receivables Trust 2018-D A3 3.18% Due 3/15/2023	2,321.61	43.30	2,364.91

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Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
09/15/2022	Paydown	89236XAC0	70,000.00	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	1,852.28	14.93	1,867.21
09/17/2022	Interest	931142ER0	40,000.00	Wal-Mart Stores Callable Note Cont 08/17/2026 1.05% Due 9/17/2026	0.00	210.00	210.00
09/18/2022	Interest	808513BN4	245,000.00	Charles Schwab Corp Callable Note Cont 2/18/2024 0.75% Due 3/18/2024	0.00	918.75	918.75
09/18/2022	Paydown	43813KAC6	85,000.00	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	4,042.62	18.74	4,061.36
09/19/2022	Interest	459058GQ0	225,000.00	Intl. Bank Recon & Development Note 2.5% Due 3/19/2024	0.00	2,812.50	2,812.50
09/19/2022	Paydown	3137BM6P6	125,225.13	FHLMC K721 A2 3.09% Due 8/25/2022	27,728.51	57.12	27,785.63
09/20/2022	Paydown	92290BAA9	120,000.00	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	2,988.83	35.32	3,024.15
09/20/2022	Paydown	92348AAA3	80,000.00	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	2,551.30	88.59	2,639.89
09/21/2022	Paydown	43813GAC5	80,000.00	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	3,991.79	17.10	4,008.89
09/23/2022	Interest	4581X0DZ8	260,000.00	Inter-American Dev Bank Note 0.5% Due 9/23/2024	0.00	650.00	650.00
09/25/2022	Paydown	3137B4GY6	275,000.00	FHLMC K032 A2 3.31% Due 5/25/2023	0.00	758.54	758.54
09/25/2022	Paydown	09690AAC7	50,000.00	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	0.00	13.75	13.75
09/30/2022	Interest	912828T26	300,000.00	US Treasury Note 1.375% Due 9/30/2023	0.00	2,062.50	2,062.50
09/30/2022	Interest	912828W71	300,000.00	US Treasury Note 2.125% Due 3/31/2024	0.00	3,187.50	3,187.50
09/30/2022	Interest	912828ZF0	350,000.00	US Treasury Note 0.5% Due 3/31/2025	0.00	875.00	875.00
SEP 2022					366,457.13	41,790.62	408,247.75
10/15/2022	Interest	91282CBV2	500,000.00	US Treasury Note 0.375% Due 4/15/2024	0.00	937.50	937.50

Cash Flow Report

As of October 31, 2021



Payment Date	Transaction Type	CUSIP	Quantity	Security Description	Principal Amount	Income	Total Amount
10/15/2022	Paydown	47789QAC4	70,000.00	John Deere Owner Trust 2021-B A3 0.52% Due 3/16/2026	0.00	30.33	30.33
10/15/2022	Paydown	65479JAD5	92,114.13	Nissan Auto Receivables Owner 2019-C A3 1.93% Due 7/15/2024	2,759.52	99.98	2,859.50
10/15/2022	Paydown	47788UAC6	60,000.00	John Deere Owner Trust 2021-A A3 0.36% Due 9/15/2025	0.00	18.00	18.00
10/15/2022	Paydown	89231PAD0	39,329.30	Toyota Auto Receivables Trust 2018-D A3 3.18% Due 3/15/2023	2,325.73	37.14	2,362.87
10/15/2022	Paydown	89236XAC0	70,000.00	Toyota Auto Receivables 2020-D A3 0.35% Due 1/15/2025	1,846.59	14.39	1,860.98
10/15/2022	Paydown	58769KAD6	80,000.00	Mercedes-Benz Auto Lease Trust 2021-B A3 0.4% Due 11/15/2024	0.00	26.67	26.67
10/15/2022	Paydown	89232HAC9	214,729.64	Toyota Auto Receivable Own 2020-A A3 1.66% Due 5/15/2024	7,893.86	156.26	8,050.12
10/16/2022	Interest	45950KCR9	160,000.00	International Finance Corp Note 1.375% Due 10/16/2024	0.00	1,100.00	1,100.00
10/16/2022	Interest	3137EAEY1	225,000.00	FHLMC Note 0.125% Due 10/16/2023	0.00	140.63	140.63
10/18/2022	Paydown	43813KAC6	85,000.00	Honda Auto Receivables Trust 2020-3 A3 0.37% Due 10/18/2024	4,043.87	17.49	4,061.36
10/20/2022	Paydown	92348AAA3	80,000.00	Verizon Owner Trust 2019-C A1A 1.94% Due 4/22/2024	2,557.03	84.47	2,641.50
10/20/2022	Paydown	92290BAA9	120,000.00	Verizon Owner Trust 2020-B A 0.47% Due 2/20/2025	2,990.00	34.15	3,024.15
10/21/2022	Paydown	43813GAC5	80,000.00	Honda Auto Receivables Trust 2021-1 A3 0.27% Due 4/21/2025	3,992.76	16.20	4,008.96
10/25/2022	Maturity	55380TXW5	500,000.00	MUFG Bank Yankee CD 0.3% Due 10/25/2022	500,000.00	1,562.50	501,562.50
10/25/2022	Paydown	3137B4GY6	275,000.00	FHLMC K032 A2 3.31% Due 5/25/2023	0.00	758.54	758.54
10/25/2022	Paydown	09690AAC7	50,000.00	BMW Vehicle Lease Trust 2021-2 A3 0.33% Due 12/26/2024	0.00	13.75	13.75
OCT 2022					528,409.36	5,048.00	533,457.36
TOTAL					4,482,042.13	280,697.40	4,762,739.53



Chandler Asset Management, Inc. ("Chandler") is an SEC registered investment adviser. For additional information about our firm, please see our current disclosures (Form ADV). To obtain a copy of our current disclosures, you may contact your client service representative by calling the number on the front of this statement or you may visit our website at www.chandlerasset.com.

Information contained in this monthly statement is confidential and is provided for informational purposes only and should not be construed as specific investment or legal advice. The information contained herein was obtained from sources believed to be reliable as of the date of this statement, but may become outdated or superseded at any time without notice.

Custody: Your qualified custodian bank maintains control of all assets reflected in this statement and we urge you to compare this statement to the one you receive from your qualified custodian. Chandler does not have any authority to withdraw or deposit funds from/to the custodian account.

Valuation: Prices are provided by IDC, an independent pricing source. In the event IDC does not provide a price or if the price provided is not reflective of fair market value, Chandler will obtain pricing from an alternative approved third party pricing source in accordance with our written valuation policy and procedures. Our valuation procedures are also disclosed in Item 5 of our Form ADV Part 2A.

Performance: Performance results are presented gross-of-advisory fees and represent the client's Total Return. The deduction of advisory fees lowers performance results. These results include the reinvestment of dividends and other earnings. Past performance may not be indicative of future results. Therefore, clients should not assume that future performance of any specific investment or investment strategy will be profitable or equal to past performance levels. All investment strategies have the potential for profit or loss. Economic factors, market conditions or changes in investment strategies, contributions or withdrawals may materially alter the performance and results of your portfolio.

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Index returns assume reinvestment of all distributions. Historical performance results for investment indexes generally do not reflect the deduction of transaction and/or custodial charges or the deduction of an investment management fee, the incurrence of which would have the effect of decreasing historical performance results. It is not possible to invest directly in an index.

Ratings: Ratings information have been provided by Moody's, S&P and Fitch through data feeds we believe to be reliable as of the date of this statement, however we cannot guarantee its accuracy.

Security level ratings for U.S. Agency issued mortgage-backed securities ("MBS") reflect the issuer rating because the securities themselves are not rated. The issuing U.S. Agency guarantees the full and timely payment of both principal and interest and carries a AA+/Aaa/AAA by S&P, Moody's and Fitch respectively.



TO: THE HONORABLE MAYOR AND CITY COUNCIL
SUBJECT: PERSONNEL REPORT

1. Report the count of confirmed COVID-19 employee cases.
Total Count: Eighty-Eight (92)
 - a. Administrative Services Department: One (1)
 - b. City Clerk's Office: Two (2)
 - c. Elected & City Manager's Offices: One (1)
 - d. Community Development Department: Two (2)
 - e. Transportation Department: Twenty-Seven (29)
 - f. Police Department: Thirty (32)
 - g. Public Works Department: Eleven (12)
 - h. Recreation & Human Services Department: Twelve (13)
2. Report the Appointment of the following individuals:
 - a. **ADRIAN ABELLERA** to the position of Community Services Officer, Schedule 42 (\$4,316 - \$5,509/month) with the Community Development Department effective November 30, 2021.
3. Report the Promotional Appointment of the following Individuals:
 - a. **NYCOLE PEREZ** to the position of Police Records Technician I, Schedule 33 (\$3,456 - \$4,411/month) with Community Development Department effective December 1, 2021.
 - b. **JOSE ESPINOZA** to the position of Assistant Engineer, Schedule 56 (\$6,098 - \$7,783) with the Public Works Department effective December 12, 2021.
4. Report the Separation of the following employees:
 - a. Graffiti Technician, **WILLIAM POLANCO**, of the Public Works Department effective November 12, 2021. Mr. Polanco provided 5 years and 7 months of service to the City.
 - b. Senior Planner, **FLORENCIO JOHN SIGNO** of the Community Development Department effective November 18, 2021. Mr. Signo provided 2 years and 8 months of service to the City.
5. Report that the following individuals have returned to work:
 - a. Police Officer, **QUENTIN WASHINGTON**, of the Police Department effective December 5, 2021.



City of Gardena

Gardena City Council Meeting

AGENDA REPORT SUMMARY

Agenda Item No. 8.H
Section: CONSENT CALENDAR
Meeting Date: December 14,
2021

TO: THE HONORABLE MAYOR AND MEMBERS OF THE GARDENA CITY COUNCIL

AGENDA TITLE: RESOLUTION NO. 6538, REAFFIRMING PROCLAMATION AND
RESOLUTION NO. 6441, WHICH DECLARED THE EXISTENCE OF A LOCAL
EMERGENCY

CONTACT: CITY MANAGER

COUNCIL ACTION REQUIRED:

RECOMMENDATION AND STAFF SUMMARY:

On March 4, 2020, Governor Newsom declared a State of Emergency in California due to the threat of Coronavirus Disease 2019 ("COVID-19"). Also, on March 4, 2020, the County of Los Angeles Public Health Department declared a local health emergency in response to COVID-19 activity. On March 16, 2020, in response to the State and County actions and pursuant to Government Code Section 8550 et seq., including Section 8558(c), City Manager Clint Osorio proclaimed the existence of a local emergency in Gardena. On March 19, 2020, the City Council ratified the proclamation through its approval of Resolution No. 6441. On May 12, 2020 City Council adopted Resolution No. 6454, reaffirming Resolution No. 6441. On July 14, 2020 City Council adopted Resolution No. 6469, reaffirming Resolution No. 6441. On September 8, 2020 City Council adopted Resolution No. 6478, reaffirming Resolution No. 6441. On October 27, 2020 City Council adopted Resolution No. 6483, reaffirming Resolution No. 6441. On December 15, 2020 City Council adopted Resolution No. 6489, reaffirming Resolution No. 6441. On February 9, 2021 City Council adopted Resolution No. 6495, reaffirming Resolution No. 6441. On March 23, 2021 City Council adopted Resolution No. 6503, reaffirming Resolution No. 6441. On May 11, 2021 City Council adopted Resolution No. 6512, reaffirming Resolution No. 6441. On June 22, 2021 City Council adopted Resolution No. 6521, reaffirming Resolution No. 6441. On August 10, 2021 City Council adopted Resolution No. 6526, reaffirming Resolution No. 6441. On October 26, 2021 City Council adopted Resolution No. 6533, reaffirming Resolution No. 6441. Pursuant to Government Code Section 8630, the City Council is required to "review the need for continuing the local emergency at least once every 60 days until the governing body (i.e. the City Council) terminates the local emergency. The extension of the local emergency allows the City Manager and City Council to issue rules, regulations, and orders to deal with the COVID-19 emergency. Additionally, it allows the City of Gardena to seek reimbursement from the State and Federal government for expenditures related to the COVID-19 emergency. Finally, it allows the City Manager and City Council to use the authority granted to them by the California

Constitution, the Government Code and the Gardena Municipal Code to respond to the COVID-19 emergency. Efforts to stop the spread of the pandemic continue at the national, state and county levels. The conditions that required the declaration of a local emergency continue to exist as of this date. Staff therefore recommends the City Council adopt a resolution reaffirming and continuing the current declaration of a local emergency.

FINANCIAL IMPACT/COST:

Staff is continuing to pursue any available Federal and State reimbursement for all City costs incurred due to COVID-19.

ATTACHMENTS:

[Reso No. 6538.pdf](#)

APPROVED:

A handwritten signature in blue ink, appearing to read "Clint Osorio".

Clint Osorio, City Manager

RESOLUTION NO. 6538

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, REAFFIRMING PROCLAMATION AND RESOLUTION 6441 WHICH DECLARED THE EXISTENCE OF A LOCAL EMERGENCY

THE CITY COUNCIL OF THE CITY OF GARDENA DOES HEREBY RESOLVE AS FOLLOWS:

WHEREAS, on March 16, 2020, the City Manager, as the City's Director of Emergency Services, due to the COVID-19 pandemic declared a local emergency as authorized by Government Code section 8630 and Gardena Municipal Code section 2.52.060. A true and correct copy of the Proclamation is attached hereto as Attachment "A" and incorporated herein by this reference; and

WHEREAS, on March 19, 2020, the City Council adopted Resolution 6441 to thereby ratify the City Manager's declaration of the local emergency due to the COVID-19 pandemic) A true and correct copy of Resolution 6441 is attached hereto as Attachment "B" and incorporated herein by this reference; and

WHEREAS, on May 12, 2020, the City Council adopted Resolution No. 6454 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6454 is attached hereto as Attachment "C" and incorporated herein by this reference; and

WHEREAS, on July 14, 2020, the City Council adopted Resolution No. 6469 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6469 is attached hereto as Attachment "D" and incorporated herein by this reference; and

WHEREAS, on September 8, 2020, the City Council adopted Resolution No. 6478 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6478 is attached hereto as Attachment "E" and incorporated herein by this reference; and

WHEREAS, on October 27, 2020, the City Council adopted Resolution No. 6483 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6483 is attached hereto as Attachment "F" and incorporated herein by this reference; and

WHEREAS, on December 15, 2020, the City Council adopted Resolution No. 6489 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6489 is attached hereto as Attachment "G" and incorporated herein by this reference; and

WHEREAS, on February 9, 2021, the City Council adopted Resolution No. 6495 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6495 is attached hereto as Attachment "H" and incorporated herein by this reference; and

WHEREAS, on March 23, 2021, the City Council adopted Resolution No. 6503 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6503 is attached hereto as Attachment "I" and incorporated herein by this reference; and

WHEREAS, on May 11, 2021, the City Council adopted Resolution No. 6512 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6512 is attached hereto as Attachment "J" and incorporated herein by this reference; and

WHEREAS, on June 22, 2021, the City Council adopted Resolution No. 6521 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6521 is attached hereto as Attachment "K" and incorporated herein by this reference; and

WHEREAS, on August 10, 2021, the City Council adopted Resolution No. 6526 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6526 is attached hereto as Attachment "L" and incorporated herein by this reference; and

WHEREAS, on October 26, 2021, the City Council adopted Resolution No. 6533 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6526 is attached hereto as Attachment "M" and incorporated herein by this reference; and

WHEREAS, Government Code Section 8630(c) states that a City Council "shall review the need for continuing the local emergency at least once every 60 days until the

governing body terminates the local emergency”; and

WHEREAS, the numbers of confirmed cases of COVID-19 and deaths in the City of Gardena and Los Angeles County continues; and

WHEREAS, conditions of extreme peril to the safety of persons and property continue due to COVID-19 in the City of Gardena and Los Angeles County; and

WHEREAS, it is imperative to prepare for and respond to suspected or confirmed COVID-19 cases, to take measures to mitigate the spread of COVID-19; and

WHEREAS, if COVID-19 spreads at a rate comparable to the rate of spread in other locations, the number of persons requiring medical care may exceed locally available resources, and controlling outbreaks minimizes the risk to the public, maintains the health and safety of the community, and limits the spread of infection in the community and within the healthcare delivery system; and

WHEREAS, the reasons for declaring the local emergency still exist;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, DOES HEREBY FIND, DETERMINE, AND RESOLVE, AS FOLLOWS:

SECTION 1. The City Council reaffirms all portions of Resolution 6441, including all findings stated therein.

SECTION 2. The City Council reaffirms the ongoing need for the local emergency initially declared on by the City Manager’s Proclamation of Local Emergency dated March 16, 2020 and orders contained therein and subsequently ratified by the City Council via Resolution 6441 on March 19, 2020 and reaffirmed by Resolution No. 6454 on May 12, 2020, Resolution No 6469 on July 14, 2020, Resolution No. 6478 on September 8, 2020, Resolution No. 6483 on October 27, 2020, Resolution No. 6489 on December 15, 2020, Resolution No. 6495 on February 9, 2021, Resolution No. 6503 on March 23, 2021, Resolution No. 6512 on May 11, 2021, Resolution No. 6521 on June 22, 2021, Resolution No. 6526 on August 10, 2021 and Resolution No. 6533 on October 26, 2021.

SECTION 3. This local emergency shall continue to exist until the City Council proclaims the termination of this local emergency.

BE IT FURTHER RESOLVED that the City Clerk shall certify to the passage and adoption of this Resolution; shall cause the same to be entered among the original Resolutions of said City; and shall make a minute of the passage and adoption thereof in the records of the proceedings of the City Council of said City in the minutes of the meeting at which the same is passed and adopted.

Passed, approved, and adopted this 14th day of December 2021.

TASHA CERDA, Mayor

ATTEST:

MINA SEMENZA, City Clerk

APPROVED AS TO FORM:



CARMEN VASQUEZ, City Attorney

ATTACHMENT A



OFFICE of the CITY MANAGER

1700 WEST 162nd STREET / GARDENA, CALIFORNIA 90247-3732 / WWW.CITYOFGARDENA.ORG / PHONE (310) 217-9503

March 16, 2020
REF. 2020.060

**A PROCLAMATION BY THE CITY MANAGER OF THE CITY OF GARDENA,
CALIFORNIA, ACTING AS THE DIRECTOR OF EMERGENCY SERVICES,
DECLARING THE EXISTENCE OF A LOCAL EMERGENCY**

WHEREAS, Gardena Municipal Code Chapter 2.56.060 empowers the City Manager, as the Director of Emergency Services, to declare the existence or threatened existence of a local emergency when the City is affected or likely to be affected by a public calamity; and

WHEREAS, Government Code Section 8550 et seq., including Section 8558(c), authorize the City Manager to proclaim a local emergency when the City is threatened by conditions of disaster or extreme peril to the safety of persons and property within the City that are likely to be beyond the control of the services, personnel, equipment, and facilities of the City; and

WHEREAS, a novel coronavirus, COVID-19, causes infectious disease and was first detected in Wuhan City, Hubei Province, China in December 2019. Symptoms of COVID-19 include fever, cough, and shortness of breath; outcomes have ranged from mild to severe illness, and, in some cases, death. The Center for Disease Control and Prevention (CDC) has indicated the virus is a tremendous public health threat; and

WHEREAS, Chinese health officials have reported tens of thousands of cases of COVID-19 in China, with the virus reportedly spreading from person-to-person. COVID-19 illnesses, most of them associated with travel from Wuhan, are also being reported in 117 countries, with over 44,000 cases, including the United States; and

WHEREAS, on January 30, 2020, the World Health Organization (WHO) declared the outbreak a “public health emergency of international concern”. On January 31, 2020, United States Health and Human Services Secretary Alex M. Azar II declared a Public Health Emergency for the United States to aid the nation’s healthcare community in responding to COVID-19. On March 11, 2020, the WHO elevated the public health emergency to the status of a pandemic; and

WHEREAS, on March 4, 2020, California Governor Gavin Newsom declared a State of Emergency in California; and

WHEREAS, on March 4, 2020, the County of Los Angeles Public Health Department declared a local health emergency in response to COVID-19 activity and, on March 11, 2020, announced the first death in the County due to COVID-19; and

WHEREAS, in declaring a State of Emergency, the Governor indicated that, as of March 4, 2020, there were 129 confirmed cases of COVID-19 in the United States, including 53 in California, and more than 9,400 Californians across 49 counties in home monitoring based on possible travel-based exposure to the virus, with officials expecting the number of cases in California, the United States, and worldwide to increase; and

WHEREAS, the Governor and the California Department of Health on March 11, 2020 issued a statement entitled “California Public Health Experts: Mass Gatherings Should be Postponed or Canceled Statewide to Slow the Spread of COVID-19,” determining that gatherings should be postponed or canceled across the state until at least the end of March. Non-essential gatherings must be limited to no more than 50 people, while smaller events can proceed only if the organizers can implement social distancing of 6 feet per person. Gatherings of individuals who are at higher risk for severe illness from COVID-19 should be limited to no more than 10 people, while also following social distancing guidelines. Furthermore, essential gatherings should only be conducted if the essential activity could not be postponed or achieved without gathering, meaning that some other means of communication could not be used to conduct the essential function; and

WHEREAS, the Governor on March 12, 2020 issued Executive Order N-25-20, ordering, inter alia, that all residents are to heed the orders and guidance of state and local public health officials; and

WHEREAS; on March 13, 2020, the President of the United States issued a proclamation declaring the COVID-19 outbreak in the United States as a national emergency, beginning March 1, 2020; and

WHEREAS, the City of Gardena has the power to impose measures to promote social distancing including but not limited to limitations on public events; and

WHEREAS, Gardena is a densely populated city within Los Angeles County, which is the largest county in the United States, with one of the highest population densities; and

WHEREAS, conditions of extreme peril to the safety of persons and property have arisen due to the potential introduction of COVID-19 to the City of Gardena and Los Angeles County; and

WHEREAS, such conditions are beyond the control of the services, personnel, equipment, and facilities of the City and require the combined forces of other political subdivisions to combat; and

WHEREAS, it is imperative to prepare for and respond to suspected or confirmed COVID-19 cases, to implement measures to mitigate the spread of COVID-19, and to prepare to respond to an increasing number of individuals requiring medical care and hospitalization; and

WHEREAS, if COVID-19 spreads in California at a rate comparable to the rate of spread in other countries, the number of persons requiring medical care may exceed locally available resources, and controlling outbreaks minimizes the risk to the public, maintains the health and safety of the community, and limits the spread of infection in the community and within the healthcare delivery system; and

WHEREAS, the mobilization of local resources, ability to coordinate interagency response, accelerate procurement of vital supplies, use mutual aid, and allow for future

reimbursement by the state and federal governments will be critical to successfully responding to COVID-19; and

WHEREAS, the City Manager, as the City's Director of Emergency Services, has the power to declare a local emergency as authorized by Government Code section 8630 and Gardena Municipal Code Chapter 2.56.060.

NOW, THEREFORE, IT IS PROCLAIMED AND ORDERED by the City Manager of the City of Gardena as follows:

- A. As contemplated in the Emergency Services Act contained in Government Code Section 8550 et seq., including Section 8558(c), and Chapter 2.56 of the Gardena Municipal Code, a local emergency exists based on the existence of conditions of disaster or of extreme peril to the safety of persons and property caused by an epidemic, as detailed in the recitals set forth above.
- B. The area of the City which is endangered/imperiled is the entire City.
- C. During the existence of this local emergency, the powers, functions, and duties of the emergency organization of this City shall be those prescribed by state law and by local ordinances and regulations, including, but not limited to, Chapter 2.56 of the Gardena Municipal Code and any other applicable resolutions of this City;
- A. The City Council shall review and ratify this proclamation within 7 days as required by state law, and if ratified, shall continue to exist until the City Council proclaims the termination of this local emergency. The City Council shall review the need for continuing the local emergency as required by state law until it terminates the local emergency, and shall terminate the local emergency at the earliest possible date that conditions warrant.
- B. That the City of Gardena orders that, within the boundaries of the City of Gardena, the Public Health Experts' recommendations shall be deemed mandatory.
- C. That a copy of this proclamation be forwarded to the Director of California Governor's Office of Emergency Services requesting that the Director find

it acceptable in accordance with State Law; that the Governor of California, pursuant to the Emergency Services Act, issue a proclamation declaring an emergency in the City of Gardena; that the Governor waive regulations that may hinder response and recovery efforts; that recovery assistance be made available under the California Disaster Assistance Act; and that the State expedite access to State and Federal resources and any other appropriate federal disaster relief programs.

PROCLAIMED this 16th day of March, 2020.



Clint Osorio,
City Manager/Director of Emergency
Services

I HEREBY CERTIFY THE FOREGOING TO BE A TRUE COPY OF A
PROCLAMATION OF LOCAL EMERGENCY FOR THE CITY OF GARDENA,
CALIFORNIA BY THE CITY MANAGER (DIRECTOR OF EMERGENCY SERVICES)
ON THE 16TH DAY OF MARCH, 2020.

ATTEST:

/s/ MINA SEMENZA

MINA SEMENZA, City Clerk

ATTACHMENT B

RESOLUTION NO. 6441

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, RATIFYING THE ACTION OF THE CITY MANAGER ACTING AS THE DIRECTOR OF EMERGENCY SERVICES IN PROCLAIMING THE EXISTENCE OF A LOCAL EMERGENCY IN THE CITY OF GARDENA

WHEREAS, Gardena Municipal Code Chapter 2.56.060 empowers the City Manager, as the Director of Emergency Services, to declare the existence or threatened existence of a local emergency when the City is affected or likely to be affected by a public calamity; and

WHEREAS, Government Code Section 8550 et seq., including Section 8558(c), authorize the City Council to proclaim a local emergency when the City is threatened by conditions of disaster or extreme peril to the safety of persons and property within the City that are likely to be beyond the control of the services, personnel, equipment, and facilities of the City; and

WHEREAS, a novel coronavirus, COVID-19, causes infectious disease and was first detected in Wuhan City, Hubei Province, China in December 2019. Symptoms of COVID-19 include fever, cough, and shortness of breath; outcomes have ranged from mild to severe illness, and, in some cases, death. The Center for Disease Control and Prevention (CDC) has indicated the virus is a tremendous public health threat; and

WHEREAS, Chinese health officials have reported tens of thousands of cases of COVID-19 in China, with the virus reportedly spreading from person-to-person. COVID-19 illnesses, most of them associated with travel from Wuhan, are also being reported in 117 countries, with over 44,000 cases, including the United States; and

WHEREAS, on January 30, 2020, the World Health Organization (WHO) declared the outbreak a "public health emergency of international concern". On January 31, 2020, United States Health and Human Services Secretary Alex M. Azar II declared a Public Health Emergency for the United States to aid the nation's healthcare community in responding to COVID-19. On March 11, 2020, the WHO elevated the public health emergency to the status of a pandemic; and

WHEREAS, on March 4, 2020, California Governor Gavin Newsom declared a State of Emergency in California; and

WHEREAS, on March 4, 2020, the County of Los Angeles Public Health Department declared a local health emergency in response to COVID-19 activity and, on March 11, 2020, announced the first death in the County due to COVID-19; and

WHEREAS, in declaring a State of Emergency, the Governor indicated that, as of March 4, 2020, there were 129 confirmed cases of COVID-19 in the United States, including 53 in California, and more than 9,400 Californians across 49 counties in home monitoring based on possible travel-based exposure to the virus, with officials expecting the number of cases in California, the United States, and worldwide to increase; and

WHEREAS, the Governor and the California Department of Health on March 11, 2020 issued a statement entitled "California Public Health Experts: Mass Gatherings Should be Postponed or Canceled Statewide to Slow the Spread of COVID-19," determining that gatherings should be postponed or canceled across the state until at least the end of March. Non-essential gatherings must be limited to no more than 50 people, while smaller events can proceed only if the organizers can implement social distancing of 6 feet per person. Gatherings of individuals who are at higher risk for severe illness from COVID-19 should be limited to no more than 10 people, while also following social distancing guidelines. Furthermore, essential gatherings should only be conducted if the essential activity could not be postponed or achieved without gathering, meaning that some other means of communication could not be used to conduct the essential function; and

WHEREAS, the Governor on March 12, 2020 issued Executive Order N-25-20, ordering, inter alia, that all residents are to heed the orders and guidance of state and local public health officials; and

WHEREAS; on March 13, 2020, the President of the United States issued a proclamation declaring the COVID-19 outbreak in the United States as a national emergency, beginning March 1, 2020; and

WHEREAS, the City of Gardena has the power to impose measures to promote social distancing including but not limited to limitations on public events; and

WHEREAS, Gardena is a densely populated city within Los Angeles County, which is the largest county in the United States, with one of the highest population densities; and

WHEREAS, conditions of extreme peril to the safety of persons and property have arisen due to the potential introduction of COVID-19 to the City of Gardena and Los Angeles County; and

WHEREAS, such conditions are beyond the control of the services, personnel, equipment, and facilities of the City and require the combined forces of other political subdivisions to combat; and

WHEREAS, it is imperative to prepare for and respond to suspected or confirmed COVID-19 cases, to implement measures to mitigate the spread of COVID-19, and to prepare to respond to an increasing number of individuals requiring medical care and hospitalization; and

WHEREAS, if COVID-19 spreads in California at a rate comparable to the rate of spread in other countries, the number of persons requiring medical care may exceed locally available resources, and controlling outbreaks minimizes the risk to the public, maintains the

health and safety of the community, and limits the spread of infection in the community and within the healthcare delivery system; and

WHEREAS, the mobilization of local resources, ability to coordinate interagency response, accelerate procurement of vital supplies, use mutual aid, and allow for future reimbursement by the state and federal governments will be critical to successfully responding to COVID-19; and

WHEREAS, on March 16, 2020 the City Manager, as the City's Director of Emergency Services, has declared a local emergency as authorized by Government Code section 8630 and Gardena Municipal Code Chapter 2.56.060. A true and correct copy of the City Manager's Proclamation is attached hereto and incorporated herein by this reference as Attachment "A".

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, DOES HEREBY FIND, DETERMINE, AND RESOLVE, AS FOLLOWS:

SECTION 1. The City Manager's Proclamation of Local Emergency dated March 16, 2020, and orders contained therein, is hereby ratified.

SECTION 2. As contemplated in the Emergency Services Act contained in Government Code Section 8550 et seq., including Section 8558(c), and Chapter 2.56 of the Gardena Municipal Code, a local emergency exists based on the existence of conditions of disaster or of extreme peril to the safety of persons and property caused by an epidemic, as detailed in the recitals set forth above.

SECTION 3. The area of the City which is endangered/imperiled is the entire City.

SECTION 4. During the existence of this local emergency, the powers, functions, and duties of the emergency organization of this City shall be those prescribed by state law and by local ordinances and regulations, including, but not limited to, Chapter 2.56 of the Gardena Municipal Code and any other applicable resolutions of this City;

SECTION 5. This local emergency shall continue to exist until the City Council proclaims the termination of this local emergency.

SECTION 6. That the City of Gardena orders that, within the boundaries of the City of Gardena, the Public Health Experts' recommendations shall be deemed mandatory.

SECTION 7. That the City Manager is authorized to furnish information, to enter into agreements, and to take all actions necessary to implement preventative measures to protect and preserve the public health of the City from the COVID-19 public health hazard.

SECTION 8. That a copy of this resolution and the emergency proclamation be forwarded to the Director of California Governor's Office of Emergency Services requesting that the Director find it acceptable in accordance with State Law; that the Governor of California, pursuant to the Emergency Services Act, issue a proclamation declaring an emergency in the

City of Gardena; that the Governor waive regulations that may hinder response and recovery efforts; that recovery assistance be made available under the California Disaster Assistance Act; and that the State expedite access to State and Federal resources and any other appropriate federal disaster relief programs.

BE IT FURTHER RESOLVED that the City Clerk shall certify to the passage and adoption of this Resolution; shall cause the same to be entered among the original Resolutions of said City; and shall make a minute of the passage and adoption thereof in the records of the proceedings of the City Council of said City in the minutes of the meeting at which the same is passed and adopted.

Passed, approved, and adopted this 19th day of March, 2020.


TASHA CERDA, Mayor

ATTEST:


for MINA SEMENZA, City Clerk

APPROVED AS TO FORM:


CARMEN VASQUEZ, Cit _____
ney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF GARDENA)

I, **MINA SEMENZA**, City Clerk of the City of Gardena, do hereby certify that the whole number of members of the City Council of said City is five; that the foregoing Resolution, being **Resolution No. 6441** duly passed and adopted by the City Council of said City of Gardena, approved and signed by the Mayor of said City, and attested by the City Clerk, all at an emergency meeting of said City Council held on the **19th day of March, 2020**, and that the same was so passed and adopted by the following roll call vote:

AYES: COUNCIL MEMBERS HENDERSON, MEDINA AND TANAKA, MAYOR PRO
 TEM KASKANIAN AND MAYOR CERDA

NOES: NONE

ABSENT: NONE

Becky Romero
for _____
City Clerk of the City of Gardena, California

(SEAL)

ATTACHMENT C

RESOLUTION NO. 6454

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA,
REAFFIRMING PROCLAMATION AND RESOLUTION 6441 WHICH DECLARED THE
EXISTENCE OF A LOCAL EMERGENCY

THE CITY COUNCIL OF THE CITY OF GARDENA DOES HEREBY RESOLVE
AS FOLLOWS:

WHEREAS, on March 16, 2020, the City Manager, as the City's Director of
Emergency Services, due to the COVID-19 pandemic declared a local emergency as
authorized by Government Code section 8630 and Gardena Municipal Code section
2.52.060. A true and correct copy of the Proclamation is attached hereto as Attachment
"A" and incorporated herein by this reference; and

WHEREAS, on March 19, 2020, the City Council adopted Resolution 6441 to
thereby ratify the City Manager's declaration of the local emergency due to the COVID-
19 pandemic) A true and correct copy of Resolution 6441 is attached hereto as
Attachment "B" and incorporated herein by this reference; and

WHEREAS, Government Code Section 8630(c) states that a City Council "shall
review the need for continuing the local emergency at least once every 60 days until the
governing body terminates the local emergency"; and

WHEREAS, as of May 7, 2020, there have been 29,427 confirmed cases of
COVID-19 in Los Angeles County, which have resulted in 1,418 deaths; and

WHEREAS, the numbers of confirmed cases and deaths continue to increase; and

WHEREAS, conditions of extreme peril to the safety of persons and property
continue due to COVID-19 in Gardena and Los Angeles County; and

WHEREAS, it is imperative to prepare for and respond to suspected or confirmed
COVID-19 cases, to take measures to mitigate the spread of COVID-19, and to prepare
to respond to an increasing number of individuals requiring medical care and
hospitalization; and

WHEREAS, if COVID-19 spreads at a rate comparable to the rate of spread in
other locations, the number of persons requiring medical care may exceed locally
available resources, and controlling outbreaks minimizes the risk to the public, maintains
the health and safety of the community, and limits the spread of infection in the community
and within the healthcare delivery system; and

RESOLUTION NO. 6454

WHEREAS, the reasons for declaring the local emergency still exist;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, DOES HEREBY FIND, DETERMINE, AND RESOLVE, AS FOLLOWS:

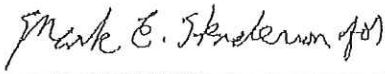
SECTION 1. The City Council reaffirms all portions of the Proclamation declared by the City Manager's Proclamation of Local Emergency dated March 16, 2020, including all orders contained therein.

SECTION 2. The City Council reaffirms all portions of Resolution 6441, including all findings stated therein.

SECTION 3. This local emergency shall continue to exist until the City Council proclaims the termination of this local emergency.

BE IT FURTHER RESOLVED that the City Clerk shall certify to the passage and adoption of this Resolution; shall cause the same to be entered among the original Resolutions of said City; and shall make a minute of the passage and adoption thereof in the records of the proceedings of the City Council of said City in the minutes of the meeting at which the same is passed and adopted.

Passed, approved, and adopted this 12th day of May, 2020.


TASHA CERDA, Mayor

ATTEST:


for MINA SEMENZA, City Clerk

APPROVED AS TO FORM:


CARMEN VASQUEZ, City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF GARDENA)

I, MINA SEMENZA, City Clerk of the City of Gardena, do hereby certify that the whole number of members of the City Council of said City is five; that the foregoing Resolution, being Resolution No. 6454 duly passed and adopted by the City Council of said City of Gardena, approved and signed by the Mayor of said City, and attested by the City Clerk, all at a regular meeting of said City Council held on the 12th day of May, 2020, and that the same was so passed and adopted by the following roll call vote:

AYES: COUNCIL MEMBERS KASKANIAN AND TANAKA, MAYOR PRO TEM
HENDERSON, COUNCIL MEMBER FRANCIS AND MAYOR CERDA

NOES: NONE

ABSENT: NONE

Becky Romero
for City Clerk of the City of Gardena, California

(SEAL)

ATTACHMENT D

RESOLUTION NO. 6469

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, REAFFIRMING PROCLAMATION AND RESOLUTION 6441 WHICH DECLARED THE EXISTENCE OF A LOCAL EMERGENCY

THE CITY COUNCIL OF THE CITY OF GARDENA DOES HEREBY RESOLVE AS FOLLOWS:

WHEREAS, on March 16, 2020, the City Manager, as the City's Director of Emergency Services, due to the COVID-19 pandemic declared a local emergency as authorized by Government Code section 8630 and Gardena Municipal Code section 2.52.060. A true and correct copy of the Proclamation is attached hereto as Attachment "A" and incorporated herein by this reference; and

WHEREAS, on March 19, 2020, the City Council adopted Resolution 6441 to thereby ratify the City Manager's declaration of the local emergency due to the COVID-19 pandemic) A true and correct copy of Resolution 6441 is attached hereto as Attachment "B" and incorporated herein by this reference; and

WHEREAS, Government Code Section 8630(c) states that a City Council "shall review the need for continuing the local emergency at least once every 60 days until the governing body terminates the local emergency"; and

WHEREAS, the numbers of confirmed cases of COVID-19 and deaths in the City of Gardena and Los Angeles County continues to increase; and

WHEREAS, conditions of extreme peril to the safety of persons and property continue due to COVID-19 in the City of Gardena and Los Angeles County; and

WHEREAS, it is imperative to prepare for and respond to suspected or confirmed COVID-19 cases, to take measures to mitigate the spread of COVID-19, and to prepare to respond to an increasing number of individuals requiring medical care and hospitalization; and

WHEREAS, if COVID-19 spreads at a rate comparable to the rate of spread in other locations, the number of persons requiring medical care may exceed locally available resources, and controlling outbreaks minimizes the risk to the public, maintains the health and safety of the community, and limits the spread of infection in the community and within the healthcare delivery system; and

WHEREAS, the reasons for declaring the local emergency still exist;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, DOES HEREBY FIND, DETERMINE, AND RESOLVE, AS FOLLOWS:

SECTION 1. The City Council reaffirms all portions of the Proclamation declared by the City Manager's Proclamation of Local Emergency dated March 16, 2020, including all orders contained therein.

SECTION 2. The City Council reaffirms all portions of Resolution 6441, including all findings stated therein.

SECTION 3. This local emergency shall continue to exist until the City Council proclaims the termination of this local emergency.

BE IT FURTHER RESOLVED that the City Clerk shall certify to the passage and adoption of this Resolution; shall cause the same to be entered among the original Resolutions of said City; and shall make a minute of the passage and adoption thereof in the records of the proceedings of the City Council of said City in the minutes of the meeting at which the same is passed and adopted.

Passed, approved, and adopted this 14th day of July, 2020.


TASHA CERDA, Mayor

ATTEST:


for MINA SEMENZA, City Clerk

APPROVED AS TO FORM:


CARMEN VASQUEZ, City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF GARDENA)

I, **MINA SEMENZA**, City Clerk of the City of Gardena, do hereby certify that the whole number of members of the City Council of said City is five; that the foregoing Resolution, being **Resolution No. 6469** duly passed and adopted by the City Council of said City of Gardena, approved and signed by the Mayor of said City, and attested by the City Clerk, all at a regular meeting of said City Council held on the **14th day of July, 2020**, and that the same was so passed and adopted by the following roll call vote:

AYES: COUNCIL MEMBER KASKANIAN, MAYOR PRO TEM HENDERSON, COUNCIL
 MEMBERS TANAKA AND FRANCIS AND MAYOR CERDA

NOES: NONE

ABSENT: NONE

Becky Romero
City Clerk of the City of Gardena, California

(SEAL)

ATTACHMENT E

RESOLUTION NO. 6478

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, REAFFIRMING PROCLAMATION AND RESOLUTION 6441 WHICH DECLARED THE EXISTENCE OF A LOCAL EMERGENCY

THE CITY COUNCIL OF THE CITY OF GARDENA DOES HEREBY RESOLVE AS FOLLOWS:

WHEREAS, on March 16, 2020, the City Manager, as the City's Director of Emergency Services, due to the COVID-19 pandemic declared a local emergency as authorized by Government Code section 8630 and Gardena Municipal Code section 2.52.060. A true and correct copy of the Proclamation is attached hereto as Attachment "A" and incorporated herein by this reference; and

WHEREAS, on March 19, 2020, the City Council adopted Resolution 6441 to thereby ratify the City Manager's declaration of the local emergency due to the COVID-19 pandemic) A true and correct copy of Resolution 6441 is attached hereto as Attachment "B" and incorporated herein by this reference; and

WHEREAS, on May 12, 2020, the City Council adopted Resolution No. 6454 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6454 is attached hereto as Attachment "C" and incorporated herein by this reference; and

WHEREAS, on July 14, 2020, the City Council adopted Resolution No. 6469 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6469 is attached hereto as Attachment "D" and incorporated herein by this reference; and

WHEREAS, Government Code Section 8630(c) states that a City Council "shall review the need for continuing the local emergency at least once every 60 days until the governing body terminates the local emergency"; and

WHEREAS, the numbers of confirmed cases of COVID-19 and deaths in the City of Gardena and Los Angeles County continues to increase; and

WHEREAS, conditions of extreme peril to the safety of persons and property continue due to COVID-19 in the City of Gardena and Los Angeles County; and

WHEREAS, it is imperative to prepare for and respond to suspected or confirmed COVID-19 cases, to take measures to mitigate the spread of COVID-19; and

WHEREAS, if COVID-19 spreads at a rate comparable to the rate of spread in other locations, the number of persons requiring medical care may exceed locally available resources, and controlling outbreaks minimizes the risk to the public, maintains the health and safety of the community, and limits the spread of infection in the community and within the healthcare delivery system; and

WHEREAS, the reasons for declaring the local emergency still exist;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, DOES HEREBY FIND, DETERMINE, AND RESOLVE, AS FOLLOWS:

SECTION 1. The City Council reaffirms all portions of Resolution 6441, including all findings stated therein.

SECTION 2. The City Council reaffirms the ongoing need for the local emergency initially declared on by the City Manager's Proclamation of Local Emergency dated March 16, 2020 and orders contained therein and subsequently ratified by the City Council via Resolution 6441 on March 19, 2020 and reaffirmed by Resolution No. 6454 on May 12, 2020 and Resolution No 6469 on July 14, 2020.

SECTION 3. This local emergency shall continue to exist until the City Council proclaims the termination of this local emergency.

BE IT FURTHER RESOLVED that the City Clerk shall certify to the passage and adoption of this Resolution; shall cause the same to be entered among the original Resolutions of said City; and shall make a minute of the passage and adoption thereof in the records of the proceedings of the City Council of said City in the minutes of the meeting at which the same is passed and adopted.


Passed, approved, and adopted this 8th day of September, 2020.


TASHA CERDA, Mayor

ATTEST:

Becky Romero
for MINA SEMENZA, City Clerk

APPROVED AS TO FORM:


CARMEN VASQUEZ, City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF GARDENA)

I, **MINA SEMENZA**, City Clerk of the City of Gardena, do hereby certify that the whole number of members of the City Council of said City is five; that the foregoing Resolution, being **Resolution No. 6478** duly passed and adopted by the City Council of said City of Gardena, approved and signed by the Mayor of said City, and attested by the City Clerk, all at a regular meeting of said City Council held on the **8th day of September, 2020**, and that the same was so passed and adopted by the following roll call vote:

AYES: COUNCIL MEMBER KASKANIAN, MAYOR PRO TEM HENDERSON, COUNCIL MEMBERS TANAKA AND FRANCIS AND MAYOR CERDA

NOES: NONE

ABSENT: NONE

fr Becky Romero
City Clerk of the City of Gardena, California

(SEAL)

ATTACHMENT F

RESOLUTION NO. 6483

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, REAFFIRMING PROCLAMATION AND RESOLUTION 6441 WHICH DECLARED THE EXISTENCE OF A LOCAL EMERGENCY

THE CITY COUNCIL OF THE CITY OF GARDENA DOES HEREBY RESOLVE AS FOLLOWS:

WHEREAS, on March 16, 2020, the City Manager, as the City's Director of Emergency Services, due to the COVID-19 pandemic declared a local emergency as authorized by Government Code section 8630 and Gardena Municipal Code section 2.52.060. A true and correct copy of the Proclamation is attached hereto as Attachment "A" and incorporated herein by this reference; and

WHEREAS, on March 19, 2020, the City Council adopted Resolution 6441 to thereby ratify the City Manager's declaration of the local emergency due to the COVID-19 pandemic) A true and correct copy of Resolution 6441 is attached hereto as Attachment "B" and incorporated herein by this reference; and

WHEREAS, on May 12, 2020, the City Council adopted Resolution No. 6454 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6454 is attached hereto as Attachment "C" and incorporated herein by this reference; and

WHEREAS, on July 14, 2020, the City Council adopted Resolution No. 6469 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6469 is attached hereto as Attachment "D" and incorporated herein by this reference; and

WHEREAS, on September 8, 2020, the City Council adopted Resolution No. 6483 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6483 is attached hereto as Attachment "E" and incorporated herein by this reference; and

WHEREAS, Government Code Section 8630(c) states that a City Council "shall review the need for continuing the local emergency at least once every 60 days until the governing body terminates the local emergency"; and

RESOLUTION NO. 6483

WHEREAS, the numbers of confirmed cases of COVID-19 and deaths in the City of Gardena and Los Angeles County continues to increase; and

WHEREAS, conditions of extreme peril to the safety of persons and property continue due to COVID-19 in the City of Gardena and Los Angeles County; and

WHEREAS, it is imperative to prepare for and respond to suspected or confirmed COVID-19 cases, to take measures to mitigate the spread of COVID-19; and

WHEREAS, if COVID-19 spreads at a rate comparable to the rate of spread in other locations, the number of persons requiring medical care may exceed locally available resources, and controlling outbreaks minimizes the risk to the public, maintains the health and safety of the community, and limits the spread of infection in the community and within the healthcare delivery system; and

WHEREAS, the reasons for declaring the local emergency still exist;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, DOES HEREBY FIND, DETERMINE, AND RESOLVE, AS FOLLOWS:

SECTION 1. The City Council reaffirms all portions of Resolution 6441, including all findings stated therein.

SECTION 2. The City Council reaffirms the ongoing need for the local emergency initially declared on by the City Manager's Proclamation of Local Emergency dated March 16, 2020 and orders contained therein and subsequently ratified by the City Council via Resolution 6441 on March 19, 2020 and reaffirmed by Resolution No. 6454 on May 12, 2020, Resolution No 6469 on July 14, 2020 and Resolution No. 6478 on September 8, 2020.

SECTION 3. This local emergency shall continue to exist until the City Council proclaims the termination of this local emergency.

BE IT FURTHER RESOLVED that the City Clerk shall certify to the passage and adoption of this Resolution; shall cause the same to be entered among the original Resolutions of said City; and shall make a minute of the passage and adoption thereof in the records of the proceedings of the City Council of said City in the minutes of the meeting at which the same is passed and adopted.


Passed, approved, and adopted this 27th day of October, 2020.


TASHA CERDA, Mayor

ATTEST:


fr MINA SEMENZA, City Clerk

APPROVED AS TO FORM:


CARMEN VASQUEZ, City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF GARDENA)

I, **MINA SEMENZA**, City Clerk of the City of Gardena, do hereby certify that the whole number of members of the City Council of said City is five; that the foregoing Resolution, being **Resolution No. 6483** duly passed and adopted by the City Council of said City of Gardena, approved and signed by the Mayor of said City, and attested by the City Clerk, all at a regular meeting of said City Council held on the **27th day of October, 2020**, and that the same was so passed and adopted by the following roll call vote:

AYES: MAYOR PRO TEM HENDERSON, COUNCIL MEMBERS KASKANIAN, TANAKA,
 AND FRANCIS AND MAYOR CERDA

NOES: NONE

ABSENT: NONE

Becky Romero
for _____
City Clerk of the City of Gardena, California

(SEAL)

ATTACHMENT G

RESOLUTION NO. 6489

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, REAFFIRMING PROCLAMATION AND RESOLUTION 6441 WHICH DECLARED THE EXISTENCE OF A LOCAL EMERGENCY

THE CITY COUNCIL OF THE CITY OF GARDENA DOES HEREBY RESOLVE AS FOLLOWS:

WHEREAS, on March 16, 2020, the City Manager, as the City's Director of Emergency Services, due to the COVID-19 pandemic declared a local emergency as authorized by Government Code section 8630 and Gardena Municipal Code section 2.52.060. A true and correct copy of the Proclamation is attached hereto as Attachment "A" and incorporated herein by this reference; and

WHEREAS, on March 19, 2020, the City Council adopted Resolution 6441 to thereby ratify the City Manager's declaration of the local emergency due to the COVID-19 pandemic) A true and correct copy of Resolution 6441 is attached hereto as Attachment "B" and incorporated herein by this reference; and

WHEREAS, on May 12, 2020, the City Council adopted Resolution No. 6454 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6454 is attached hereto as Attachment "C" and incorporated herein by this reference; and

WHEREAS, on July 14, 2020, the City Council adopted Resolution No. 6469 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6469 is attached hereto as Attachment "D" and incorporated herein by this reference; and

WHEREAS, on September 8, 2020, the City Council adopted Resolution No. 6478 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6478 is attached hereto as Attachment "E" and incorporated herein by this reference; and

WHEREAS, on October 27, 2020, the City Council adopted Resolution No. 6483 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6483 is attached hereto as Attachment "F" and incorporated herein by this reference; and

WHEREAS, Government Code Section 8630(c) states that a City Council "shall review the need for continuing the local emergency at least once every 60 days until the governing body terminates the local emergency"; and

WHEREAS, the numbers of confirmed cases of COVID-19 and deaths in the City of Gardena and Los Angeles County continues to increase; and

WHEREAS, conditions of extreme peril to the safety of persons and property continue due to COVID-19 in the City of Gardena and Los Angeles County; and

WHEREAS, it is imperative to prepare for and respond to suspected or confirmed COVID-19 cases, to take measures to mitigate the spread of COVID-19; and

WHEREAS, if COVID-19 spreads at a rate comparable to the rate of spread in other locations, the number of persons requiring medical care may exceed locally available resources, and controlling outbreaks minimizes the risk to the public, maintains the health and safety of the community, and limits the spread of infection in the community and within the healthcare delivery system; and

WHEREAS, the reasons for declaring the local emergency still exist;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, DOES HEREBY FIND, DETERMINE, AND RESOLVE, AS FOLLOWS:


SECTION 1. The City Council reaffirms all portions of Resolution 6441, including all findings stated therein.

SECTION 2. The City Council reaffirms the ongoing need for the local emergency initially declared on by the City Manager's Proclamation of Local Emergency dated March 16, 2020 and orders contained therein and subsequently ratified by the City Council via Resolution 6441 on March 19, 2020 and reaffirmed by Resolution No. 6454 on May 12, 2020, Resolution No 6469 on July 14, 2020, Resolution No. 6478 on September 8, 2020 and Resolution No. 6483 on October 27, 2020.

SECTION 3. This local emergency shall continue to exist until the City Council proclaims the termination of this local emergency.

BE IT FURTHER RESOLVED that the City Clerk shall certify to the passage and adoption of this Resolution; shall cause the same to be entered among the original Resolutions of said City; and shall make a minute of the passage and adoption thereof in the records of the proceedings of the City Council of said City in the minutes of the meeting at which the same is passed and adopted.


Passed, approved, and adopted this 15 day of December, 2020.


TASHA CERDA, Mayor

ATTEST:


MINA SEMENZA, City Clerk

APPROVED AS TO FORM:


CARMEN VASQUEZ, City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF GARDENA)

I, **MINA SEMENZA**, City Clerk of the City of Gardena, do hereby certify that the whole number of members of the City Council of said City is five; that the foregoing Resolution, being **Resolution No. 6489** duly passed and adopted by the City Council of said City of Gardena, approved and signed by the Mayor of said City, and attested by the City Clerk, all at a regular meeting of said City Council held on the **15th** day of **December, 2020**, and that the same was so passed and adopted by the following roll call vote:

AYES: MAYOR PRO TEM HENDERSON AND COUNCIL MEMBERS TANAKA,
 KASKANIAN, FRANCIS AND MAYOR CERDA

NOES: NONE

ABSENT: NONE

for Becky Romero
City Clerk of the City of Gardena, California

(SEAL)

ATTACHMENT H

RESOLUTION NO. 6495

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, REAFFIRMING PROCLAMATION AND RESOLUTION 6441 WHICH DECLARED THE EXISTENCE OF A LOCAL EMERGENCY

THE CITY COUNCIL OF THE CITY OF GARDENA DOES HEREBY RESOLVE AS FOLLOWS:

WHEREAS, on March 16, 2020, the City Manager, as the City's Director of Emergency Services, due to the COVID-19 pandemic declared a local emergency as authorized by Government Code section 8630 and Gardena Municipal Code section 2.52.060. A true and correct copy of the Proclamation is attached hereto as Attachment "A" and incorporated herein by this reference; and

WHEREAS, on March 19, 2020, the City Council adopted Resolution 6441 to thereby ratify the City Manager's declaration of the local emergency due to the COVID-19 pandemic) A true and correct copy of Resolution 6441 is attached hereto as Attachment "B" and incorporated herein by this reference; and

WHEREAS, on May 12, 2020, the City Council adopted Resolution No. 6454 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6454 is attached hereto as Attachment "C" and incorporated herein by this reference; and

WHEREAS, on July 14, 2020, the City Council adopted Resolution No. 6469 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6469 is attached hereto as Attachment "D" and incorporated herein by this reference; and

WHEREAS, on September 8, 2020, the City Council adopted Resolution No. 6478 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6478 is attached hereto as Attachment "E" and incorporated herein by this reference; and

WHEREAS, on October 27, 2020, the City Council adopted Resolution No. 6483 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6483 is attached hereto as Attachment "F" and incorporated herein by this reference; and

WHEREAS, on December 15, 2020, the City Council adopted Resolution No. 6489 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6489 is attached hereto as Attachment "G" and incorporated herein by this reference; and

WHEREAS, Government Code Section 8630(c) states that a City Council "shall review the need for continuing the local emergency at least once every 60 days until the governing body terminates the local emergency"; and

WHEREAS, the numbers of confirmed cases of COVID-19 and deaths in the City of Gardena and Los Angeles County continues to increase; and

WHEREAS, conditions of extreme peril to the safety of persons and property continue due to COVID-19 in the City of Gardena and Los Angeles County; and

WHEREAS, it is imperative to prepare for and respond to suspected or confirmed COVID-19 cases, to take measures to mitigate the spread of COVID-19; and

WHEREAS, if COVID-19 spreads at a rate comparable to the rate of spread in other locations, the number of persons requiring medical care may exceed locally available resources, and controlling outbreaks minimizes the risk to the public, maintains the health and safety of the community, and limits the spread of infection in the community and within the healthcare delivery system; and

WHEREAS, the reasons for declaring the local emergency still exist;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, DOES HEREBY FIND, DETERMINE, AND RESOLVE, AS FOLLOWS:

SECTION 1. The City Council reaffirms all portions of Resolution 6441, including all findings stated therein.

SECTION 2. The City Council reaffirms the ongoing need for the local emergency initially declared on by the City Manager's Proclamation of Local Emergency dated March 16, 2020 and orders contained therein and subsequently ratified by the City Council via Resolution 6441 on March 19, 2020 and reaffirmed by Resolution No. 6454 on May 12, 2020, Resolution No 6469 on July 14, 2020, Resolution No. 6478 on September 8, 2020,

Resolution No. 6483 on October 27, 2020 and Resolution No. 6489 on December 15, 2020.

SECTION 3. This local emergency shall continue to exist until the City Council proclaims the termination of this local emergency.

BE IT FURTHER RESOLVED that the City Clerk shall certify to the passage and adoption of this Resolution; shall cause the same to be entered among the original Resolutions of said City; and shall make a minute of the passage and adoption thereof in the records of the proceedings of the City Council of said City in the minutes of the meeting at which the same is passed and adopted.

Passed, approved, and adopted this 9th day of February, 2021.


TASHA CERDA, Mayor

ATTEST:


for MINA SEMENZA, City Clerk

APPROVED AS TO FORM:


CARMEN VASQUEZ, City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF GARDENA)

I, **MINA SEMENZA**, City Clerk of the City of Gardena, do hereby certify that the whole number of members of the City Council of said City is five; that the foregoing Resolution, being **Resolution No. 6495** duly passed and adopted by the City Council of said City of Gardena, approved and signed by the Mayor of said City, and attested by the City Clerk, all at a regular meeting of said City Council held on the **9th day of February, 2021**, and that the same was so passed and adopted by the following roll call vote:

AYES: COUNCIL MEMBERS KASKANIAN AND TANAKA, MAYOR PRO TEM
 HENDERSON, COUNCIL MEMBER FRANCIS AND MAYOR CERDA

NOES: NONE

ABSENT: NONE

for Becky Romero
City Clerk of the City of Gardena, California



(SEAL)

ATTACHMENT I

RESOLUTION NO. 6503

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, REAFFIRMING PROCLAMATION AND RESOLUTION 6441 WHICH DECLARED THE EXISTENCE OF A LOCAL EMERGENCY

THE CITY COUNCIL OF THE CITY OF GARDENA DOES HEREBY RESOLVE AS FOLLOWS:

WHEREAS, on March 16, 2020, the City Manager, as the City's Director of Emergency Services, due to the COVID-19 pandemic declared a local emergency as authorized by Government Code section 8630 and Gardena Municipal Code section 2.52.060. A true and correct copy of the Proclamation is attached hereto as Attachment "A" and incorporated herein by this reference; and

WHEREAS, on March 19, 2020, the City Council adopted Resolution 6441 to thereby ratify the City Manager's declaration of the local emergency due to the COVID-19 pandemic) A true and correct copy of Resolution 6441 is attached hereto as Attachment "B" and incorporated herein by this reference; and

WHEREAS, on May 12, 2020, the City Council adopted Resolution No. 6454 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6454 is attached hereto as Attachment "C" and incorporated herein by this reference; and

WHEREAS, on July 14, 2020, the City Council adopted Resolution No. 6469 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6469 is attached hereto as Attachment "D" and incorporated herein by this reference; and

WHEREAS, on September 8, 2020, the City Council adopted Resolution No. 6478 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6478 is attached hereto as Attachment "E" and incorporated herein by this reference; and

WHEREAS, on October 27, 2020, the City Council adopted Resolution No. 6483 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6483 is attached hereto as Attachment "F" and incorporated herein by this reference; and

WHEREAS, on December 15, 2020, the City Council adopted Resolution No. 6489 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6489 is attached hereto as Attachment "G" and incorporated herein by this reference; and

WHEREAS, on February 9, 2021, the City Council adopted Resolution No. 6495 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6495 is attached hereto as Attachment "H" and incorporated herein by this reference; and

WHEREAS, Government Code Section 8630(c) states that a City Council "shall review the need for continuing the local emergency at least once every 60 days until the governing body terminates the local emergency"; and

WHEREAS, the numbers of confirmed cases of COVID-19 and deaths in the City of Gardena and Los Angeles County continues to increase; and

WHEREAS, conditions of extreme peril to the safety of persons and property continue due to COVID-19 in the City of Gardena and Los Angeles County; and

WHEREAS, it is imperative to prepare for and respond to suspected or confirmed COVID-19 cases, to take measures to mitigate the spread of COVID-19; and

WHEREAS, if COVID-19 spreads at a rate comparable to the rate of spread in other locations, the number of persons requiring medical care may exceed locally available resources, and controlling outbreaks minimizes the risk to the public, maintains the health and safety of the community, and limits the spread of infection in the community and within the healthcare delivery system; and

WHEREAS, the reasons for declaring the local emergency still exist;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, DOES HEREBY FIND, DETERMINE, AND RESOLVE, AS FOLLOWS:

SECTION 1. The City Council reaffirms all portions of Resolution 6441, including all findings stated therein.

SECTION 2. The City Council reaffirms the ongoing need for the local emergency

initially declared on by the City Manager's Proclamation of Local Emergency dated March 16, 2020 and orders contained therein and subsequently ratified by the City Council via Resolution 6441 on March 19, 2020 and reaffirmed by Resolution No. 6454 on May 12, 2020, Resolution No 6469 on July 14, 2020, Resolution No. 6478 on September 8, 2020, Resolution No. 6483 on October 27, 2020, Resolution No. 6489 on December 15, 2020 and Resolution No. 6495 on February 9, 2021.

SECTION 3. This local emergency shall continue to exist until the City Council proclaims the termination of this local emergency.

BE IT FURTHER RESOLVED that the City Clerk shall certify to the passage and adoption of this Resolution; shall cause the same to be entered among the original Resolutions of said City; and shall make a minute of the passage and adoption thereof in the records of the proceedings of the City Council of said City in the minutes of the meeting at which the same is passed and adopted.

Passed, approved, and adopted this 23rd day of March, 2021.


TASHA CERDA, Mayor

ATTEST:


for MINA SEMENZA, City Clerk

APPROVED AS TO FORM:


CARMEN VASQUEZ, City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF GARDENA)

I, **MINA SEMENZA**, City Clerk of the City of Gardena, do hereby certify that the whole number of members of the City Council of said City is five; that the foregoing Resolution, being **Resolution No. 6503** duly passed and adopted by the City Council of said City of Gardena, approved and signed by the Mayor of said City, and attested by the City Clerk, all at a regular meeting of said City Council held on the **23rd day of March, 2021**, and that the same was so passed and adopted by the following roll call vote:

AYES: COUNCIL MEMBERS TANAKA, KASKANIAN, MAYOR PRO TEM HENDERSON
 AND COUNCIL MEMBER FRANCIS, AND MAYOR CERDA

NOES: NONE

ABSENT: NONE

for Becky Romero
City Clerk of the City of Gardena, California



ATTACHMENT J

RESOLUTION NO. 6512

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, REAFFIRMING PROCLAMATION AND RESOLUTION 6441 WHICH DECLARED THE EXISTENCE OF A LOCAL EMERGENCY

THE CITY COUNCIL OF THE CITY OF GARDENA DOES HEREBY RESOLVE AS FOLLOWS:

WHEREAS, on March 16, 2020, the City Manager, as the City's Director of Emergency Services, due to the COVID-19 pandemic declared a local emergency as authorized by Government Code section 8630 and Gardena Municipal Code section 2.52.060. A true and correct copy of the Proclamation is attached hereto as Attachment "A" and incorporated herein by this reference; and

WHEREAS, on March 19, 2020, the City Council adopted Resolution 6441 to thereby ratify the City Manager's declaration of the local emergency due to the COVID-19 pandemic) A true and correct copy of Resolution 6441 is attached hereto as Attachment "B" and incorporated herein by this reference; and

WHEREAS, on May 12, 2020, the City Council adopted Resolution No. 6454 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6454 is attached hereto as Attachment "C" and incorporated herein by this reference; and

WHEREAS, on July 14, 2020, the City Council adopted Resolution No. 6469 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6469 is attached hereto as Attachment "D" and incorporated herein by this reference; and

WHEREAS, on September 8, 2020, the City Council adopted Resolution No. 6478 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6478 is attached hereto as Attachment "E" and incorporated herein by this reference; and

WHEREAS, on October 27, 2020, the City Council adopted Resolution No. 6483 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6483 is attached hereto as Attachment "F" and incorporated herein by this reference; and

WHEREAS, on December 15, 2020, the City Council adopted Resolution No. 6489 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6489 is attached hereto as Attachment "G" and incorporated herein by this reference; and

WHEREAS, on February 9, 2021, the City Council adopted Resolution No. 6495 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6495 is attached hereto as Attachment "H" and incorporated herein by this reference; and

WHEREAS, on M, 2021, the City Council adopted Resolution No. 6503 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6503 is attached hereto as Attachment "I" and incorporated herein by this reference; and

WHEREAS, Government Code Section 8630(c) states that a City Council "shall review the need for continuing the local emergency at least once every 60 days until the governing body terminates the local emergency"; and

WHEREAS, the numbers of confirmed cases of COVID-19 and deaths in the City of Gardena and Los Angeles County continues to increase; and

WHEREAS, conditions of extreme peril to the safety of persons and property continue due to COVID-19 in the City of Gardena and Los Angeles County; and

WHEREAS, it is imperative to prepare for and respond to suspected or confirmed COVID-19 cases, to take measures to mitigate the spread of COVID-19; and

WHEREAS, if COVID-19 spreads at a rate comparable to the rate of spread in other locations, the number of persons requiring medical care may exceed locally available resources, and controlling outbreaks minimizes the risk to the public, maintains the health and safety of the community, and limits the spread of infection in the community and within the healthcare delivery system; and

WHEREAS, the reasons for declaring the local emergency still exist;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, DOES HEREBY FIND, DETERMINE, AND RESOLVE, AS FOLLOWS:

SECTION 1. The City Council reaffirms all portions of Resolution 6441, including all findings stated therein.

SECTION 2. The City Council reaffirms the ongoing need for the local emergency initially declared on by the City Manager's Proclamation of Local Emergency dated March 16, 2020 and orders contained therein and subsequently ratified by the City Council via Resolution 6441 on March 19, 2020 and reaffirmed by Resolution No. 6454 on May 12, 2020, Resolution No 6469 on July 14, 2020, Resolution No. 6478 on September 8, 2020, Resolution No. 6483 on October 27, 2020, Resolution No. 6489 on December 15, 2020, Resolution No. 6495 on February 9, 2021 and Resolution No. 6503 on March 23, 2021.

SECTION 3. This local emergency shall continue to exist until the City Council proclaims the termination of this local emergency.

BE IT FURTHER RESOLVED that the City Clerk shall certify to the passage and adoption of this Resolution; shall cause the same to be entered among the original Resolutions of said City; and shall make a minute of the passage and adoption thereof in the records of the proceedings of the City Council of said City in the minutes of the meeting at which the same is passed and adopted.

Passed, approved, and adopted this 11th day of May, 2021.


TASHA CERDA, Mayor

ATTEST:


for MINA SEMENZA, City Clerk

APPROVED AS TO FORM:


CARMEN VASQUEZ, City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF GARDENA)

I, **MINA SEMENZA**, City Clerk of the City of Gardena, do hereby certify that the whole number of members of the City Council of said City is five; that the foregoing Resolution, being **Resolution No. 6512** duly passed and adopted by the City Council of said City of Gardena, approved and signed by the Mayor of said City, and attested by the City Clerk, all at a regular meeting of said City Council held on the **11th day of May, 2021**, and that the same was so passed and adopted by the following roll call vote:

AYES: COUNCIL MEMBERS HENDERSON, KASKANIAN, MAYOR PRO TEM TANAKA
 AND COUNCIL MEMBER FRANCIS, AND MAYOR CERDA

NOES: NONE

ABSENT: NONE

Becky Romero
for _____
City Clerk of the City of Gardena, California



ATTACHMENT K

RESOLUTION NO. 6521

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, REAFFIRMING PROCLAMATION AND RESOLUTION 6441 WHICH DECLARED THE EXISTENCE OF A LOCAL EMERGENCY

THE CITY COUNCIL OF THE CITY OF GARDENA DOES HEREBY RESOLVE AS FOLLOWS:

WHEREAS, on March 16, 2020, the City Manager, as the City's Director of Emergency Services, due to the COVID-19 pandemic declared a local emergency as authorized by Government Code section 8630 and Gardena Municipal Code section 2.52.060. A true and correct copy of the Proclamation is attached hereto as Attachment "A" and incorporated herein by this reference; and

WHEREAS, on March 19, 2020, the City Council adopted Resolution 6441 to thereby ratify the City Manager's declaration of the local emergency due to the COVID-19 pandemic) A true and correct copy of Resolution 6441 is attached hereto as Attachment "B" and incorporated herein by this reference; and

WHEREAS, on May 12, 2020, the City Council adopted Resolution No. 6454 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6454 is attached hereto as Attachment "C" and incorporated herein by this reference; and

WHEREAS, on July 14, 2020, the City Council adopted Resolution No. 6469 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6469 is attached hereto as Attachment "D" and incorporated herein by this reference; and

WHEREAS, on September 8, 2020, the City Council adopted Resolution No. 6478 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6478 is attached hereto as Attachment "E" and incorporated herein by this reference; and

WHEREAS, on October 27, 2020, the City Council adopted Resolution No. 6483 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6483 is attached hereto as Attachment "F" and incorporated herein by this reference; and

WHEREAS, on December 15, 2020, the City Council adopted Resolution No. 6489 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6489 is attached hereto as Attachment "G" and incorporated herein by this reference; and

WHEREAS, on February 9, 2021, the City Council adopted Resolution No. 6495 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6495 is attached hereto as Attachment "H" and incorporated herein by this reference; and

WHEREAS, on March 23, 2021, the City Council adopted Resolution No. 6503 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6503 is attached hereto as Attachment "I" and incorporated herein by this reference; and

WHEREAS, on May 11, 2021, the City Council adopted Resolution No. 6512 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6512 is attached hereto as Attachment "J" and incorporated herein by this reference; and

WHEREAS, Government Code Section 8630(c) states that a City Council "shall review the need for continuing the local emergency at least once every 60 days until the governing body terminates the local emergency"; and

WHEREAS, the numbers of confirmed cases of COVID-19 and deaths in the City of Gardena and Los Angeles County continues; and

WHEREAS, conditions of extreme peril to the safety of persons and property continue due to COVID-19 in the City of Gardena and Los Angeles County; and

WHEREAS, it is imperative to prepare for and respond to suspected or confirmed COVID-19 cases, to take measures to mitigate the spread of COVID-19; and

WHEREAS, if COVID-19 spreads at a rate comparable to the rate of spread in other locations, the number of persons requiring medical care may exceed locally available resources, and controlling outbreaks minimizes the risk to the public, maintains the health and safety of the community, and limits the spread of infection in the community and within the healthcare delivery system; and

WHEREAS, the reasons for declaring the local emergency still exist;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, DOES HEREBY FIND, DETERMINE, AND RESOLVE, AS FOLLOWS:

SECTION 1. The City Council reaffirms all portions of Resolution 6441, including all findings stated therein.

SECTION 2. The City Council reaffirms the ongoing need for the local emergency initially declared on by the City Manager's Proclamation of Local Emergency dated March 16, 2020 and orders contained therein and subsequently ratified by the City Council via Resolution 6441 on March 19, 2020 and reaffirmed by Resolution No. 6454 on May 12, 2020, Resolution No 6469 on July 14, 2020, Resolution No. 6478 on September 8, 2020, Resolution No. 6483 on October 27, 2020, Resolution No. 6489 on December 15, 2020, Resolution No. 6495 on February 9, 2021, Resolution No. 6503 on March 23, 2021 and Resolution No. 6512 on May 11, 2021.

SECTION 3. This local emergency shall continue to exist until the City Council proclaims the termination of this local emergency.

BE IT FURTHER RESOLVED that the City Clerk shall certify to the passage and adoption of this Resolution; shall cause the same to be entered among the original Resolutions of said City; and shall make a minute of the passage and adoption thereof in the records of the proceedings of the City Council of said City in the minutes of the meeting at which the same is passed and adopted.

Passed, approved, and adopted this 22 day of June, 2021.


TASHA CERDA, Mayor

ATTEST:


MINA SEMENZA, City Clerk

APPROVED AS TO FORM:


CARMEN VASQUEZ, City Attorney

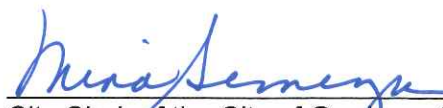
STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF GARDENA)

I, **MINA SEMENZA**, City Clerk of the City of Gardena, do hereby certify that the whole number of members of the City Council of said City is five; that the foregoing Resolution, being **Resolution No. 6521** duly passed and adopted by the City Council of said City of Gardena, approved and signed by the Mayor of said City, and attested by the City Clerk, all at a regular meeting of said City Council held on the **22nd day of June, 2021**, and that the same was so passed and adopted by the following roll call vote:

AYES: COUNCIL MEMBER HENDERSON, MAYOR PRO TEM TANAKA, COUNCIL
 MEMBERS KASKANIAN, FRANCIS AND MAYOR CERDA

NOES: NONE

ABSENT: NONE



City Clerk of the City of Gardena, California



ATTACHMENT L

RESOLUTION NO. 6526

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, REAFFIRMING PROCLAMATION AND RESOLUTION 6441 WHICH DECLARED THE EXISTENCE OF A LOCAL EMERGENCY

THE CITY COUNCIL OF THE CITY OF GARDENA DOES HEREBY RESOLVE AS FOLLOWS:

WHEREAS, on March 16, 2020, the City Manager, as the City's Director of Emergency Services, due to the COVID-19 pandemic declared a local emergency as authorized by Government Code section 8630 and Gardena Municipal Code section 2.52.060. A true and correct copy of the Proclamation is attached hereto as Attachment "A" and incorporated herein by this reference; and

WHEREAS, on March 19, 2020, the City Council adopted Resolution 6441 to thereby ratify the City Manager's declaration of the local emergency due to the COVID-19 pandemic) A true and correct copy of Resolution 6441 is attached hereto as Attachment "B" and incorporated herein by this reference; and

WHEREAS, on May 12, 2020, the City Council adopted Resolution No. 6454 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6454 is attached hereto as Attachment "C" and incorporated herein by this reference; and

WHEREAS, on July 14, 2020, the City Council adopted Resolution No. 6469 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6469 is attached hereto as Attachment "D" and incorporated herein by this reference; and

WHEREAS, on September 8, 2020, the City Council adopted Resolution No. 6478 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6478 is attached hereto as Attachment "E" and incorporated herein by this reference; and

WHEREAS, on October 27, 2020, the City Council adopted Resolution No. 6483 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6483 is attached hereto as Attachment "F" and incorporated herein by this reference; and

WHEREAS, on December 15, 2020, the City Council adopted Resolution No. 6489 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6489 is attached hereto as Attachment "G" and incorporated herein by this reference; and

WHEREAS, on February 9, 2021, the City Council adopted Resolution No. 6495 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6495 is attached hereto as Attachment "H" and incorporated herein by this reference; and

WHEREAS, on March 23, 2021, the City Council adopted Resolution No. 6503 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6503 is attached hereto as Attachment "I" and incorporated herein by this reference; and

WHEREAS, on May 11, 2021, the City Council adopted Resolution No. 6512 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6512 is attached hereto as Attachment "J" and incorporated herein by this reference; and

WHEREAS, on June 22, 2021, the City Council adopted Resolution No. 6521 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6521 is attached hereto as Attachment "K" and incorporated herein by this reference; and

WHEREAS, Government Code Section 8630(c) states that a City Council "shall review the need for continuing the local emergency at least once every 60 days until the governing body terminates the local emergency"; and

WHEREAS, the numbers of confirmed cases of COVID-19 and deaths in the City of Gardena and Los Angeles County continues; and

WHEREAS, conditions of extreme peril to the safety of persons and property continue due to COVID-19 in the City of Gardena and Los Angeles County; and

WHEREAS, it is imperative to prepare for and respond to suspected or confirmed COVID-19 cases, to take measures to mitigate the spread of COVID-19; and

WHEREAS, if COVID-19 spreads at a rate comparable to the rate of spread in other locations, the number of persons requiring medical care may exceed locally available resources, and controlling outbreaks minimizes the risk to the public, maintains the health and safety of the community, and limits the spread of infection in the community and within the healthcare delivery system; and

WHEREAS, the reasons for declaring the local emergency still exist;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, DOES HEREBY FIND, DETERMINE, AND RESOLVE, AS FOLLOWS:

SECTION 1. The City Council reaffirms all portions of Resolution 6441, including all findings stated therein.

SECTION 2. The City Council reaffirms the ongoing need for the local emergency initially declared on by the City Manager's Proclamation of Local Emergency dated March 16, 2020 and orders contained therein and subsequently ratified by the City Council via Resolution 6441 on March 19, 2020 and reaffirmed by Resolution No. 6454 on May 12, 2020, Resolution No 6469 on July 14, 2020, Resolution No. 6478 on September 8, 2020, Resolution No. 6483 on October 27, 2020, Resolution No. 6489 on December 15, 2020, Resolution No. 6495 on February 9, 2021, Resolution No. 6503 on March 23, 2021, Resolution No. 6512 on May 11, 2021 and Resolution No. 6521 on June 22, 2021.

SECTION 3. This local emergency shall continue to exist until the City Council proclaims the termination of this local emergency.

BE IT FURTHER RESOLVED that the City Clerk shall certify to the passage and adoption of this Resolution; shall cause the same to be entered among the original Resolutions of said City; and shall make a minute of the passage and adoption thereof in the records of the proceedings of the City Council of said City in the minutes of the meeting at which the same is passed and adopted.


Passed, approved, and adopted this 10th day of August, 2021.


TASHA CERDA, Mayor

ATTEST:


for MINA SEMENZA, City Clerk

APPROVED AS TO FORM:


CARMEN VASQUEZ, City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF GARDENA)

I, **MINA SEMENZA**, City Clerk of the City of Gardena, do hereby certify that the whole number of members of the City Council of said City is five; that the foregoing Resolution, being **Resolution No. 6526** duly passed and adopted by the City Council of said City of Gardena, approved and signed by the Mayor of said City, and attested by the City Clerk, all at a regular meeting of said City Council held on the **10th day of August, 2021**, and that the same was so passed and adopted by the following roll call vote:

AYES: COUNCIL MEMBERS FRANCIS AND KASKANIAN, MAYOR PRO TEM
 TANAKA, COUNCIL MEMBER HENDERSON, AND MAYOR CERDA

NOES: NONE

ABSENT: NONE

Becky Romero
for _____
City Clerk of the City of Gardena, California



ATTACHMENT M

RESOLUTION NO. 6533

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, REAFFIRMING PROCLAMATION AND RESOLUTION 6441 WHICH DECLARED THE EXISTENCE OF A LOCAL EMERGENCY

THE CITY COUNCIL OF THE CITY OF GARDENA DOES HEREBY RESOLVE AS FOLLOWS:

WHEREAS, on March 16, 2020, the City Manager, as the City's Director of Emergency Services, due to the COVID-19 pandemic declared a local emergency as authorized by Government Code section 8630 and Gardena Municipal Code section 2.52.060. A true and correct copy of the Proclamation is attached hereto as Attachment "A" and incorporated herein by this reference; and

WHEREAS, on March 19, 2020, the City Council adopted Resolution 6441 to thereby ratify the City Manager's declaration of the local emergency due to the COVID-19 pandemic) A true and correct copy of Resolution 6441 is attached hereto as Attachment "B" and incorporated herein by this reference; and

WHEREAS, on May 12, 2020, the City Council adopted Resolution No. 6454 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6454 is attached hereto as Attachment "C" and incorporated herein by this reference; and

WHEREAS, on July 14, 2020, the City Council adopted Resolution No. 6469 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6469 is attached hereto as Attachment "D" and incorporated herein by this reference; and

WHEREAS, on September 8, 2020, the City Council adopted Resolution No. 6478 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6478 is attached hereto as Attachment "E" and incorporated herein by this reference; and

WHEREAS, on October 27, 2020, the City Council adopted Resolution No. 6483 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6483 is attached hereto as Attachment "F" and incorporated herein by this reference; and

WHEREAS, on December 15, 2020, the City Council adopted Resolution No. 6489 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6489 is attached hereto as Attachment "G" and incorporated herein by this reference; and

WHEREAS, on February 9, 2021, the City Council adopted Resolution No. 6495 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6495 is attached hereto as Attachment "H" and incorporated herein by this reference; and

WHEREAS, on March 23, 2021, the City Council adopted Resolution No. 6503 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6503 is attached hereto as Attachment "I" and incorporated herein by this reference; and

WHEREAS, on May 11, 2021, the City Council adopted Resolution No. 6512 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6512 is attached hereto as Attachment "J" and incorporated herein by this reference; and

WHEREAS, on June 22, 2021, the City Council adopted Resolution No. 6521 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6521 is attached hereto as Attachment "K" and incorporated herein by this reference; and

WHEREAS, on August 10, 2021, the City Council adopted Resolution No. 6526 to reaffirm the City Manager's declaration of the local emergency due to the COVID-19 pandemic and Resolution 6441. A true and correct copy of Resolution No. 6526 is attached hereto as Attachment "L" and incorporated herein by this reference; and

WHEREAS, Government Code Section 8630(c) states that a City Council "shall review the need for continuing the local emergency at least once every 60 days until the governing body terminates the local emergency"; and

WHEREAS, the numbers of confirmed cases of COVID-19 and deaths in the City of Gardena and Los Angeles County continues; and

WHEREAS, conditions of extreme peril to the safety of persons and property

continue due to COVID-19 in the City of Gardena and Los Angeles County; and

WHEREAS, it is imperative to prepare for and respond to suspected or confirmed COVID-19 cases, to take measures to mitigate the spread of COVID-19; and

WHEREAS, if COVID-19 spreads at a rate comparable to the rate of spread in other locations, the number of persons requiring medical care may exceed locally available resources, and controlling outbreaks minimizes the risk to the public, maintains the health and safety of the community, and limits the spread of infection in the community and within the healthcare delivery system; and

WHEREAS, the reasons for declaring the local emergency still exist;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, DOES HEREBY FIND, DETERMINE, AND RESOLVE, AS FOLLOWS:

SECTION 1. The City Council reaffirms all portions of Resolution 6441, including all findings stated therein.

SECTION 2. The City Council reaffirms the ongoing need for the local emergency initially declared on by the City Manager's Proclamation of Local Emergency dated March 16, 2020 and orders contained therein and subsequently ratified by the City Council via Resolution 6441 on March 19, 2020 and reaffirmed by Resolution No. 6454 on May 12, 2020, Resolution No 6469 on July 14, 2020, Resolution No. 6478 on September 8, 2020, Resolution No. 6483 on October 27, 2020, Resolution No. 6489 on December 15, 2020, Resolution No. 6495 on February 9, 2021, Resolution No. 6503 on March 23, 2021, Resolution No. 6512 on May 11, 2021, Resolution No. 6521 on June 22, 2021 and Resolution No. 6526 on August 10, 2021.

SECTION 3. This local emergency shall continue to exist until the City Council proclaims the termination of this local emergency.

BE IT FURTHER RESOLVED that the City Clerk shall certify to the passage and adoption of this Resolution; shall cause the same to be entered among the original

Resolutions of said City; and shall make a minute of the passage and adoption thereof in the records of the proceedings of the City Council of said City in the minutes of the meeting at which the same is passed and adopted.

Passed, approved, and adopted this 26th day of October, 2021.


TASHA CERDA, Mayor

ATTEST:


for MINA SEMENZA, City Clerk

APPROVED AS TO FORM:


CARMEN VASQUEZ, City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF GARDENA)

I, **MINA SEMENZA**, City Clerk of the City of Gardena, do hereby certify that the whole number of members of the City Council of said City is five; that the foregoing Resolution, being **Resolution No. 6533** duly passed and adopted by the City Council of said City of Gardena, approved and signed by the Mayor of said City, and attested by the City Clerk, all at a regular meeting of said City Council held on the **26th day of October, 2021**, and that the same was so passed and adopted by the following roll call vote:

AYES: MAYOR PRO TEM TANAKA, COUNCIL MEMBERS KASKANIAN, HENDERSON
 AND FRANCIS, AND MAYOR CERDA

NOES: NONE

ABSENT: NONE

for Becky Romero
City Clerk of the City of Gardena, California

(SEAL)

RESOLUTION NO. 6539

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, MAKING THE LEGALLY REQUIRED FINDINGS TO RE-AUTHORIZE THE USE OF TELECONFERENCING IN ACCORDANCE WITH ASSEMBLY BILL 361 FOR MEETINGS OF THE GARDENA CITY COUNCIL AND OTHER COMMISSIONS, COMMITTEES AND BOARDS SUBJECT TO STATE OPEN MEETING LAWS

THE CITY COUNCIL OF THE CITY OF GARDENA DOES HEREBY RESOLVE AS FOLLOWS:

WHEREAS, international, national, state, and local health and governmental authorities are responding to an outbreak of respiratory disease caused by a novel coronavirus named “SARS-CoV-2,” and the disease it causes has been named “coronavirus disease 2019,” abbreviated COVID-19, (“COVID-19”); and

WHEREAS, on March 4, 2020, the Governor of the State of California, Gavin Newsom declared a State of Emergency in California to make additional resources available, formalize emergency actions already underway across multiple state agencies and departments, and help the State prepare for broader spread of COVID-19; and

WHEREAS, on March 4, 2020, the Los Angeles County Board of Supervisors and Department of Public Health declared a local emergency and local public health emergency to aid the regional healthcare and governmental community in responding to COVID-19; and

WHEREAS, on March 13, 2020, the President of the United States declared a National Emergency due to the continue spread and the effects of COVID-19; and

WHEREAS, on March 16, 2020, the City Manager, as the City’s Director of Emergency Services, did proclaim the existence of a local emergency as authorized by Government Code section 8630 and Gardena Municipal Code Chapter 2.56.060; and

WHEREAS, the Governor’s March 4, 2021, declaration of a state of emergency based on the COVID-19 pandemic remains in place; and

WHEREAS, the Proclamation of Existence of a Local Emergency issued by the City Manager, as the City’s Director of Emergency Services on March 16, 2020, has been ratified by the City Council via Resolution 6441 on March 19, 2020 and reaffirmed by Resolution No. 6454 on May 12, 2020, Resolution No 6469 on July 14, 2020, Resolution No. 6478 on September 8, 2020, Resolution No. 6483 on October 27, 2020, Resolution

No. 6489 on December 15, 2020, Resolution No. 6495 on February 9, 2021, Resolution No. 6503 on March 23, 2021, Resolution No. 6512 on May 11, 2021, Resolution No. 6521 on June 22, 2021, Resolution No. 6526 on August 10, 2021 and Resolution No. 6533 on October 26, 2021, with the result that the proclamation of a local emergency based on the COVID-19 pandemic remains in place; and

WHEREAS, Paragraph 3 of Executive Order N-29-20, issued by the Governor on March 17, 2020, among other things, suspended the Brown Act requirements for teleconferencing, provided that notice and accessibility requirements were met, the public was allowed to observe and address the legislative body at the meeting, and the legislative body had a procedure for receiving and swiftly resolving requests for reasonable accommodation for individuals with disabilities, specifying that this suspension would remain in place during the period in which state or local public health officials have imposed or recommended social distancing measures; and

WHEREAS, paragraph 42 of Executive Order N-08-21, issued by the Governor on June 11, 2021, withdrew, and replaced paragraph 3 of Executive Order N-29-20's suspension of the Brown Act requirements for teleconferencing with a similar suspension of those requirements that it specified would remain in place only through September 30, 2021; and

WHEREAS, on September 16, 2021, the Governor signed into law Assembly Bill No. 361 ("AB 361"), which, until January 1, 2024, authorizes a local agency to use teleconferencing without complying with the teleconferencing requirements imposed by the 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 or when the legislative body has determined that meeting in person would present imminent risks to the health or safety of attendees; and

WHEREAS, AB 361 requires legislative bodies that hold teleconferenced meetings under its abbreviated teleconferencing procedures to give notice of the meeting and post agendas, as described, to allow members of the public to access the meeting and address the legislative body, to give notice of the means by which members of the public may access the meeting and offer public comment, including an opportunity for all persons to

attend via a call-in option or an internet-based service option, and to conduct the meeting in a manner that protects the statutory and constitutional rights of the parties and the public appearing before the legislative body; and

WHEREAS, AB 361 requires the legislative body to take no further action on agenda items when there is a disruption which prevents the public agency from broadcasting the meeting, or in the event of a disruption within the local agency's control which prevents members of the public from offering public comments, until public access is restored; and

WHEREAS, AB 361 prohibits the legislative body from requiring public comments to be submitted in advance of the meeting and specifies that the legislative body must provide an opportunity for the public to address the legislative body and offer comment in real time; and

WHEREAS, AB 361 prohibits the legislative body from closing the public comment period and the opportunity to register to provide public comment, until the public comment period has elapsed or until a reasonable amount of time has elapsed, as specified; and

WHEREAS, when there is a continuing state of emergency, or when state or local officials have imposed or recommended measures to promote social distancing, AB 361 requires a legislative body to make specified findings not later than 30 days after the first teleconferenced meeting pursuant to these provisions, and to make those findings every 30 days thereafter, in order to continue to meet under AB 361's abbreviated teleconferencing procedures; and

WHEREAS, on October 12, 2021, the City Council adopted Resolution Number 6534, which made the findings required by AB 361 to allow the City Council and all City Commissions, Committees and Boards to continue to meet under AB 361's abbreviated teleconferencing procedures, and authorized the City Council and all City Commissions, Committees and Boards to conduct meetings under AB 361's abbreviated teleconferencing procedures, without complying with the requirements set forth in Government Code Section 54953(b)(3), subject to compliance with the requirements set forth in Government Code Section 54953(e)(2); and

WHEREAS, in light of the continuing State and local declarations of emergency resulting from the COVID-19 pandemic, the continuing recommendation by Los Angeles County Public Health officials of measures to promote social distancing, and the imminent risks to the health of safety of attendees at meetings conducted in person, the City Council desires to again make the findings required by AB 361 to allow the City Council and all City Commissions, Committees and Boards to continue to meet under AB 361's abbreviated teleconferencing procedures.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA, DOES HEREBY FIND, DETERMINE, AND RESOLVE, AS FOLLOWS:

SECTION 1. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

SECTION 2. The City Council finds that the State and local declarations of emergency resulting from the COVID-19 pandemic remain in place, and that the state of emergency continues to directly impact the ability to meet safely in person.

SECTION 3. The City Council finds that local officials, namely, the Los Angeles County Department of Public Health, has continued to recommend measures to promote social distancing.

SECTION 4. As a result of the findings in Sections 1 through 3 above, the City Council and all City Commissions, Committees and Boards are authorized to conduct meetings under AB 361's abbreviated teleconferencing procedures, without complying with the requirements set forth in Government Code Section 54953(b)(3), subject to compliance with the requirements set forth in Government Code Section 54953(e)(2).

SECTION 5. If any section, subsection, sentence, clause, or phrase of this Resolution is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Resolution. The City Council hereby declares that it would have passed this Resolution and each and every section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard to whether any portion of this Resolution would be subsequently declared invalid or unconstitutional.

BE IT FURTHER RESOLVED that the City Clerk shall certify to the passage and adoption of this Resolution; shall cause the same to be entered among the original Resolutions of said City; and shall make a minute of the passage and adoption thereof in the records of the proceedings of the City Council of said City in the minutes of the meeting at which the same is passed and adopted.

Passed, approved, and adopted this 14th day of December 2021.

TASHA CERDA, Mayor

ATTEST:

MINA SEMENZA, City Clerk

APPROVED AS TO FORM:



CARMEN VASQUEZ, City Attorney



City of Gardena

Gardena City Council Meeting

AGENDA REPORT SUMMARY

Agenda Item No. 8.J
Section: CONSENT CALENDAR
Meeting Date: December 14,
2021

TO: THE HONORABLE MAYOR AND MEMBERS OF THE GARDENA CITY COUNCIL

AGENDA TITLE: RESOLUTION NO. 6540, ADOPTING A RESOLUTION AUTHORIZING PARTICIPATION IN THE OPIOID NATIONAL SETTLEMENTS ARISING OUT OF IN RE: NATIONAL PRESCRIPTION OPIATE LITIGATION, U.S. DISTRICT COURT, NORTHERN DISTRICT OF OHIO, CASE NO. 1:17-MD-02804.

CONTACT: CITY MANAGER

COUNCIL ACTION REQUIRED:

RECOMMENDATION AND STAFF SUMMARY:

Since 2017, state and local governments in California and around the United States have been pursuing litigation against certain manufacturers, distributors, and retailers of opioid pharmaceuticals (the “Opioid Defendants”) in an effort to hold the Opioid Defendants financially responsible for the impact on of the Opioid Epidemic on the City of Gardena (“the City”) and resources necessary to combat the opioid epidemic. Negotiations to settle claims against several of the Opioid Defendants, specifically McKesson Corporation, Cardinal Health, Inc., AmerisourceBergen Corporation, Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutical, Inc. (the “Settling Defendants”) have been ongoing for several years.

A \$26 billion nationwide settlement has been reached with four opioid distributors, comprising of a \$21 billion settlement with three big distributors (McKesson, AmerisourceBergen, Cardinal Health) and a \$5 billion with Jansen (owned by Johnson & Johnson). The proposed terms of those proposed nationwide settlements have been set forth in the Distributors Master Settlement Agreement, incorporated by reference and attached as Exhibit 1, and the J&J Master Settlement Agreement, incorporated by reference and attached as Exhibit 2, collectively referred to as “Settlement Agreements.” The total amount will go to California and split among the State and local governments. Each state has set its own internal allocation scheme, California’s is relatively favorable towards local governments.

California’s \$2.2 billion will be allocated per the Intra-State Agreement that was negotiated between California Attorney General and local government working group comprised of 25 local government entities, 15% goes to the state, 70% goes to counties and cities directly, this will be known as the “California Abatement Accounts fund.” The funds in the California Abatement Accounts Fund will be allocated based on an allocation model developed in

connection with the proposed negotiating class arising out of In Re National Prescription Opiate Litigation, U.S. District Court, Northern District of Ohio, Case No. 1:17-MDL-02804.

The California Attorney General's Office has drafted subdivision allocation agreements to be executed by local governments to govern the distribution of funds – one for the Distributors Master Settlement Agreement, incorporated by reference and attached as Exhibit 3, and another for the J&J Master Settlement Agreement, incorporated by reference and attached as Exhibit 4 ("Allocation Agreements").

The percentage from the California Abatement Accounts Fund allocated to each eligible local government (any county or city above 10,000 in population) ("Eligible Local Government") is set forth in Appendix 1 to each Allocation Agreement. The City's share of the California Abatement Accounts Fund is a product of the total in the California Abatement Accounts Fund multiplied by the City's percentage set forth in Appendix 1. Appendix 1 identifies the City's Abatement Percentage is 0.034% and the City's Weighted Allocation Percentage is 0.0278088%.

Any city that is an Eligible Local Government will be allocated its Local Allocation share only when it becomes a Participating Subdivision by signing the Participation Agreements to the Settlements. The Local Allocation share for a city that is a 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 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 as defined in the Settlement Agreements.

If approved, the City shall become eligible to receive funds under the Allocation Agreements to be used for abatement purposes, in an amount to be determined.

Staff recommends the City Council Adopt Resolution No. 6540, authorizing the City Manager, to settle and release the City's claims against the Settling Defendants in exchange for the consideration set forth in the Settlement Agreements, Allocation Agreements including taking the following measures:

1. The execution of the Participation Agreement to the Distributors Settlement Agreement and any and all documents ancillary thereto.
2. The execution of the Participation Agreement to the Janssen Settlement Agreement and any and all documents ancillary thereto.
3. The execution of the Proposed California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds - Distributor Settlement by executing the signature pages to that Allocation Agreement.
4. The execution of the Proposed California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds - Janssen Settlement Allocation Agreements by executing the signature pages to that Allocation Agreement.

FINANCIAL IMPACT/COST:

Unknown at this time.

ATTACHMENTS:

[Resolution No. 6540.pdf](#)

[Exhibit 1 - Final-Distributor-Settlement Agreement \(Nationwide\).pdf](#)

[Exhibit 2 - Final Janssen-Settlement Agreement \(Nationwide\).pdf](#)

[Exhibit 3 - Distributor Participation Agreement- Gardena.pdf](#)

[Exhibit 4 - Janssen Participation Agreement -Gardena.pdf](#)

APPROVED:

A handwritten signature in blue ink, appearing to read "Clint Osorio", is positioned above a horizontal line.

Clint Osorio, City Manager

RESOLUTION NO. 6540

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GARDENA, CALIFORNIA AUTHORIZING THE CITY OF GARDENA TO ENTER INTO SETTLEMENT AGREEMENTS WITH MCKESSON CORPORATION, CARDINAL HEALTH, INC., AMERISOURCEBERGEN CORPORATION, JOHNSON & JOHNSON, JANSSEN PHARMACEUTICALS, INC., ORTHO-MCNEIL-JANSSEN PHARMACEUTICALS, INC., AND JANSSEN PHARMACEUTICAL, INC., AGREE TO THE TERMS OF THE MOU ALLOCATING SETTLEMENT PROCEEDS, AND AUTHORIZE ENTRY INTO THE MOU WITH THE ATTORNEY GENERAL

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

WHEREAS, since 2017, state and local governments in California and around the United States have been pursuing litigation against certain manufacturers, distributors, and retailers of opioid pharmaceuticals (the "Opioid Defendants") in an effort to hold the Opioid Defendants financially responsible for the impact on of the Opioid Epidemic on the City of Gardena ("the City") and resources necessary to combat the opioid epidemic; and

WHEREAS, negotiations to settle claims against several of the Opioid Defendants, specifically McKesson Corporation, Cardinal Health, Inc., AmerisourceBergen Corporation, Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutical, Inc. (the "Settling Defendants") have been ongoing for several years; and

WHEREAS, negotiations with the Settling Defendants have resulted in proposed nationwide settlements of state and local government claims to settle the Litigation; and

WHEREAS, the proposed terms of those proposed nationwide settlements have been set forth in the Distributors Master Settlement Agreement and the J&J Master Settlement Agreement (collectively "Settlement Agreements"); and

WHEREAS, copies of the Settlement Agreements as well as summary of the main terms of the Settlement Agreements, the deadlines for submitting the Participation Agreements to the Settlement Agreements and the Multidistrict Litigation Court's Order setting deadlines for any Plaintiff who declines to enter into the Settlement Agreements, have been provided to the City Council with this Resolution; and

WHEREAS, the Settlement Agreements provide, among other things, for the payment of a certain sum to settling government entities in California including to the

State of California and Participating Subdivisions upon occurrence of certain events as defined in the Settlement Agreements ("California Opioid Funds"); and

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

WHEREAS, copies of the Allocation Agreements have been provided with this Resolution; and

WHEREAS, the Allocation Agreements propose to allocate the California Opioid Funds 15% to a State Fund; 70% to local governments in an Abatement Accounts Fund; and 15% to litigating local governments in a Subdivision Fund. For the avoidance of doubt, all funds allocated to California from the Settlements will be combined pursuant to Allocation Agreements, 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 Allocation"), and 15% to the California Subdivision Fund ("CA Subdivision Fund Allocation"); and

WHEREAS, the funds in the CA Abatement Accounts Fund (the California Abatement Accounts Fund Allocation) will be allocated based on an allocation model developed in connection with the proposed negotiating class in the National Prescription Opiate Litigation (MDL No. 2804). The percentage from the CA Abatement Accounts Fund allocated to each eligible local government (any county or city above 10,000 in population) ("Eligible Local Government") is set forth in Appendix 1 to each Allocation Agreement and provided to the Council with this Resolution. The City's share of the CA Abatement Accounts Fund is a product of the total in the CA Abatement Accounts Fund multiplied by the City's percentage set forth in Appendix 1 of the Settlement Agreements (the "Local Allocation"); and

WHEREAS, any city that is an Eligible Local Government will be allocated its Local Allocation share only when it becomes a Participating Subdivision by signing the Participation Agreements to the Settlements. The Local Allocation share for a city that is a 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 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 as defined in the Settlement Agreements.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Gardena as follows:

SECTION 1. The City Council, after consideration of the staff report and presentation, discussion, oral testimony and evidence presented to the City Council, hereby finds that the above recitals are true and correct and incorporate them herein.

SECTION 2. The City Council hereby approves and authorizes the City Manager, to settle and release the City's claims against the Settling Defendants in exchange for the consideration set forth in the Settlement Agreements, Allocation Agreements including taking the following measures:

1. The execution of the Participation Agreement to the Distributors Settlement Agreement and any and all documents ancillary thereto.
2. The execution of the Participation Agreement to the Janssen Settlement Agreement and any and all documents ancillary thereto.
3. The execution of the Proposed California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds - Distributor Settlement by executing the signature pages to that Allocation Agreement.
4. The execution of the Proposed California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds - Janssen Settlement Allocation Agreements by executing the signature pages to that Allocation Agreement.

SECTION 3. The City Council further authorizes and directs the City Manager and staff to take all actions necessary and appropriate to implement and effectuate the intent of the City Council as set forth in this Resolution.

SECTION 4. The City Clerk shall attest and certify to the passage and adoption of this Resolution and enter it into the book of original resolutions, and it shall become effective immediately upon approval.

Passed, approved, and adopted this 14th day of December 2021.

TASHA CERDA, Mayor

ATTEST:

MINA SEMENZA, City Clerk

APPROVED AS TO FORM:

CARMEN VASQUEZ, City Attorney

DISTRIBUTOR SETTLEMENT **AGREEMENT**

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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 Q 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 eighty-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 Releasor'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.E, 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 Releasors' Released Claims. Each Settling State (for itself and its Releasors) 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

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For Settling Distributors:

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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
258. Phoenix (AZ), City of, Arizona
259. Pima (AZ), County of, Arizona
260. Pinal (AZ), County of, Arizona
261. Prescott (AZ), City of, Arizona
262. Surprise (AZ), City of, Arizona
263. Tucson (AZ), The City of, Arizona
264. Yuma (AZ), County of, Arizona
265. Adona (AR), City of, Arkansas
266. Alexander (AR), City of, Arkansas
267. Alicia (AR), City of, Arkansas
268. Allport (AR), City of, Arkansas
269. Alma (AR), City of, Arkansas
270. Almyra (AR), City of, Arkansas
271. Alpena (AR), City of, Arkansas
272. Altheimer (AR), City of, Arkansas
273. Altus (AR), City of, Arkansas
274. Amagon (AR), City of, Arkansas
275. Amity (AR), City of, Arkansas
276. Anthonyville (AR), City of, Arkansas
277. Antoine (AR), City of, Arkansas
278. Arkadelphia (AR), City of, Arkansas
279. Arkansas (AR), County of, Arkansas
280. Arkansas City (AR), City of, Arkansas
281. Ash Flat (AR), City of, Arkansas
282. Ashdown (AR), City of, Arkansas
283. Ashley (AR), County of, Arkansas
284. Atkins (AR), City of, Arkansas
285. Aubrey (AR), City of, Arkansas
286. Augusta (AR), City of, Arkansas
287. Austin (AR), City of, Arkansas
288. Avoca (AR), City of, Arkansas
289. Bald Knob (AR), City of, Arkansas
290. Banks (AR), City of, Arkansas
291. Barling (AR), City of, Arkansas
292. Bassett (AR), City of, Arkansas
293. Batesville (AR), City of, Arkansas
294. Bauxite (AR), City of, Arkansas
295. Baxter (AR), County of, Arkansas
296. Bay (AR), City of, Arkansas
297. Bearden (AR), City of, Arkansas
298. Beaver (AR), City of, Arkansas
299. Beebe (AR), City of, Arkansas
300. Beedeville (AR), City of, Arkansas
301. Bella Vista (AR), City of, Arkansas
302. Bellefonte (AR), City of, Arkansas
303. Belleville (AR), City of, Arkansas
304. Ben Lomond (AR), City of, Arkansas
305. Benton (AR), City of, Arkansas
306. Benton (AR), County of, Arkansas
307. Bentonville (AR), City of, Arkansas
308. Bergman (AR), City of, Arkansas
309. Berryville (AR), City of, Arkansas
310. Bethel Heights (AR), City of, Arkansas
311. Big Flat (AR), City of, Arkansas
312. Bigelow (AR), City of, Arkansas
313. Biggers (AR), City of, Arkansas
314. Birdsong (AR), City of, Arkansas
315. Biscoe (AR), City of, Arkansas
316. Black Oak (AR), City of, Arkansas
317. Black Rock (AR), City of, Arkansas
318. Black Springs (AR), City of, Arkansas
319. Blevins (AR), City of, Arkansas
320. Blue Eye (AR), City of, Arkansas
321. Blue Mountain (AR), City of, Arkansas
322. Bluff City (AR), City of, Arkansas
323. Blytheville (AR), City of, Arkansas
324. Bodcaw (AR), City of, Arkansas
325. Bonanza (AR), City of, Arkansas
326. Bono (AR), City of, Arkansas
327. Boone (AR), County of, Arkansas
328. Booneville (AR), City of, Arkansas
329. Bradford (AR), City of, Arkansas
330. Bradley (AR), City of, Arkansas
331. Bradley (AR), County of, Arkansas
332. Branch (AR), City of, Arkansas
333. Briarcliff (AR), City of, Arkansas
334. Brinkley (AR), City of, Arkansas
335. Brookland (AR), City of, Arkansas
336. Bryant (AR), City of, Arkansas
337. Buckner (AR), City of, Arkansas
338. Bull Shoals (AR), City of, Arkansas
339. Burdette (AR), City of, Arkansas
340. Cabot (AR), City of, Arkansas
341. Caddo Valley (AR), City of, Arkansas
342. Caldwell (AR), City of, Arkansas
343. Cale (AR), City of, Arkansas
344. Calhoun (AR), County of, Arkansas
345. Calico Rock (AR), City of, Arkansas
346. Calion (AR), City of, Arkansas
347. Camden (AR), City of, Arkansas
348. Cammack Village (AR), City of, Arkansas
349. Campbell Station (AR), City of, Arkansas
350. Caraway (AR), City of, Arkansas
351. Carlisle (AR), City of, Arkansas
352. Carroll (AR), County of, Arkansas
353. Carthage (AR), City of, Arkansas
354. Casa (AR), City of, Arkansas
355. Cash (AR), City of, Arkansas
356. Caulksville (AR), City of, Arkansas
357. Cave City (AR), City of, Arkansas
358. Cave Springs (AR), City of, Arkansas
359. Cedarville (AR), City of, Arkansas
360. Centerton (AR), City of, Arkansas
361. Central City (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 (“*PAARI*”);
 2. Active outreach strategies such as the Drug Abuse Response Team (“*DART*”) model;
 3. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
 4. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (“*LEAD*”) model;
 5. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or
 6. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise.
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions.

4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.
5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison or have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
6. Support critical time interventions (“CTI”), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

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

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

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women—or women who could become pregnant—who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.
3. Provide training for obstetricians or other healthcare personnel who work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.
4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; and expand long-term treatment and services for medical monitoring of NAS babies and their families.

5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with NAS get referred to appropriate services and receive a plan of safe care.
6. Provide child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.
7. Provide enhanced family support and child care services for parents with OUD and any co-occurring SUD/MH conditions.
8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including, but not limited to, parent skills training.
10. Provide support for Children's Services—Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

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

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

1. Funding medical provider education and outreach regarding best prescribing practices for opioids consistent with the Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).
2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Providing Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Supporting enhancements or improvements to Prescription Drug Monitoring Programs ("PDMPs"), including, but not limited to, improvements that:

1. Increase the number of prescribers using PDMPs;
2. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or
3. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.
6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.
7. Increasing electronic prescribing to prevent diversion or forgery.
8. Educating dispensers on appropriate opioid dispensing.

G. 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%

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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%

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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%

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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%

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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%

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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%

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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%

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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%

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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%

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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%

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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%

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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%

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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%

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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%

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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%

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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%

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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%

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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%

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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%

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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%

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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%

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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%

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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%

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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%

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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%

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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%

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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%

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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%

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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%

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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%

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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%

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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%
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**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	Debarry 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
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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%

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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%

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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%

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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%

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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%

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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	Glascocock 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%

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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%

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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%

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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%

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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%

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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%

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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%

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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%

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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%

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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%

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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%

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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%

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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%

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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%

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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%

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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%

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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%

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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%

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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%

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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	Moorestown 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%

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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%

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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%

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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	Veedersburg 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%

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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%

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IN645	Yorktown, Indiana	0.1634289275%
IN646	Zanesville Town, Indiana	0.0091341341%
IN647	Zionsville Town, Indiana	0.4170960396%

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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%

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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%

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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%

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IA139	Winneshiek County, Iowa	0.3674077867%
IA140	Woodbury County, Iowa	1.0897366099%
IA141	Worth County, Iowa	0.2345483918%
IA142	Wright County, Iowa	0.2810502858%

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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%

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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%

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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%

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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%

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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%

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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%

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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%

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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%

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KY184	Woodford County, Kentucky	0.4375495264%
KY185	Worthington City, Kentucky	0.0263144349%

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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%

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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%

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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%

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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%

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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%

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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%

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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%

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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%

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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%

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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	Mattapoisett 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%

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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%

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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%

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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
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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%

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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%

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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%

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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%

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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%

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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%

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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%

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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%

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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%

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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%

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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%

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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%

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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%

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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%

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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%

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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%

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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%

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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%

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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%

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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%

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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%

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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%

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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%

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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%

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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%

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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%

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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%

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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%

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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%

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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>

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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
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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%

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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,	
OH64	Ohio	0.0003148983%
OH65	Attica Village, Ohio	0.0007921419%
OH66	Atwater Township, Ohio	0.0004753019%
OH67	Auburn Township, Crawford County,	0.0007613308%
	Ohio	
	Auburn Township, Geauga County,	
OH68	Ohio	0.0067953249%
OH69	Auburn Township, Tuscarawas County,	0.0000098536%
	Ohio	
OH70	Auglaize County, Ohio	0.1648586210%
OH71	Auglaize Township, Allen County, Ohio	0.0010226874%
OH72	Auglaize Township, Paulding County,	0.0000730923%
	Ohio	
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 Village, Ohio	0.0138134025%
OH149	Bethesda Village, Ohio	0.0000498724%
OH150	Bethlehem Township, Coshocton County, Ohio	0.0057576798%
OH151	Bethlehem Township, Stark County, Ohio	0.0006889751%
OH152	Bettsville Village, Ohio	0.0000765378%
OH153	Beverly Village, Ohio	0.0015140738%
OH154	Bexley City, Ohio	0.0009525757%
OH155	Big Island Township, Ohio	0.0019551589%
OH156	Black Creek Township, Ohio	0.0458668476%
OH157	Blakeslee Village, Ohio	0.0005578783%
OH158	Blanchard Township, Hancock County, Ohio	0.0001534027%
OH159	Blanchard Township, Putnam County, Ohio	0.0000628635%
OH160	Blanchester Village, Ohio	0.0001475808%
OH161	Blendon Township, Ohio	0.0006457128%
OH162	Bloom Township, Fairfield County, Ohio	0.0114641267%
OH163		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%

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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%

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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%

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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%

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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%

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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%

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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%

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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%

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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%

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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%

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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%

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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%

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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%

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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%

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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%

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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%

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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%

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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%

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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%

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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%

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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%

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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%

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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%

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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	Rosford 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%

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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%

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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%

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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%
	Union Township, Auglaize County,	
OH1824	Ohio	0.0001691497%
OH1825	Union Township, Carroll County, Ohio	0.0000762536%
OH1826	Union Township, Champaign County,	0.0000211479%
	Ohio	
	Union Township, Clermont County,	
OH1827	Ohio	0.3185341547%
OH1828	Union Township, Clinton County, Ohio	0.0085869431%
OH1829	Union Township, Fayette County, Ohio	0.0014043033%
	Union Township, Highland County,	
OH1830	Ohio	0.0112248527%
	Union Township, Lawrence County,	
OH1831	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,	0.0003209896%
	Ohio	
OH1837	Union Township, Pike County, Ohio	0.0001098555%
OH1838	Union Township, Ross County, Ohio	0.0119227921%
OH1839	Union Township, Tuscarawas County,	0.0002167791%
	Ohio	
OH1840	Union Township, Union County, Ohio	0.0002502189%
	Union Township, Van Wert County,	
OH1841	Ohio	0.0002973617%
OH1842	Union Township, Warren County, Ohio	0.0079936267%
OH1843	Unionville Center Village, Ohio	0.0001475046%
OH1844	Uniopolis Village, Ohio	0.0002492732%

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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%

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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
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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%

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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%

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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%
	Windsor Township, Morgan County, Ohio	
OH2039	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%

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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%

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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%

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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%

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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%

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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%

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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%

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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%

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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%

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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%

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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%

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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%

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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%

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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%

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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%

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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%

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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%

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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%

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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
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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%

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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%

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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%

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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%

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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%

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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%

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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%

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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%

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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%

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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%

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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%

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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%

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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%

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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%

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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%

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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%

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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%

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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%

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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%

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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%

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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%

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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%

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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%

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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%

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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%

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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%

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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%

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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%

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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%

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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%

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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%

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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%

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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%

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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%

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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%

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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%

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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%

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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%

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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%

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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%

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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%

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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
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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%

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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%

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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%

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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%

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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%

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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%

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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%

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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%

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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%

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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%

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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 *	390.	Imperial County, California *
292.	West Memphis city, Arkansas			391.	Indio city, California *
293.	Yell County, Arkansas	342.	Corona city, California *	392.	Inglewood city, California *
294.	Adelanto city, California *	343.	Costa Mesa city, California *	393.	Irvine city, California *
295.	Alameda city, California *	344.	Covina city, California *	394.	Jurupa Valley city, California *
296.	Alameda County, California *	345.	Culver City city, California *		
297.	Alhambra city, California *	346.	Cupertino city, California *	395.	Kern County, California *
298.	Aliso Viejo city, California *	347.	Cypress city, California *	396.	Kings County, California *
299.	Amador County, California *	348.	Daly City city, California *	397.	La Habra city, California *
300.	Anaheim city, California *	349.	Dana Point city, California *	398.	La Mesa city, California *
301.	Antioch city, California *	350.	Danville town, California *	399.	La Mirada city, California *
302.	Apple Valley town, California *	351.	Davis city, California *	400.	La Puente city, California *
		352.	Delano city, California *	401.	La Quinta city, California *
303.	Arcadia city, California *	353.	Diamond Bar city, California *	402.	La Verne city, California *
304.	Atascadero city, California *	354.	Downey city, California *	403.	Laguna Hills city, California *
305.	Azusa city, California *	355.	Dublin city, California *	404.	Laguna Niguel city, California *
306.	Bakersfield city, California *	356.	Eastvale city, California *		
307.	Baldwin Park city, California *	357.	El Cajon city, California *	405.	Lake County, California *
		358.	El Centro city, California *	406.	Lake Elsinore city, California *
308.	Banning city, California *	359.	El Dorado County, California *		
309.	Beaumont city, California *			407.	Lake Forest city, California *
310.	Bell city, California *	360.	El Monte city, California *	408.	Lakewood city, California *
311.	Bell Gardens city, California *	361.	El Paso de Robles (Paso Robles) city, California *	409.	Lancaster city, California *
312.	Bellflower city, California *			410.	Lassen County, California *
313.	Berkeley city, California *	362.	Elk Grove city, California *	411.	Lawndale city, California *
314.	Beverly Hills city, California *	363.	Encinitas city, California *	412.	Lincoln city, California *
315.	Brea city, California *	364.	Escondido city, California *	413.	Livermore city, California *
316.	Brentwood city, California *	365.	Fairfield city, California *	414.	Lodi city, California *
317.	Buena Park city, California *	366.	Folsom city, California *	415.	Lompoc city, California *
318.	Burbank city, California *	367.	Fontana city, California *	416.	Long Beach city, California *
319.	Burlingame city, California *	368.	Foster City city, California *	417.	Los Altos city, California *
320.	Butte County, California *	369.	Fountain Valley city, California *	418.	Los Angeles city, California *
321.	Calaveras County, California *			419.	Los Angeles County, California *
322.	Calexico city, California *	370.	Fremont city, California *	420.	Los Banos city, California *
323.	Camarillo city, California *	371.	Fresno city, California *	421.	Los Gatos town, California *
324.	Campbell city, California *	372.	Fresno County, California *	422.	Lynwood city, California *
325.	Carlsbad city, California *	373.	Fullerton city, California *	423.	Madera city, California *
326.	Carson city, California *	374.	Garden Grove city, California *	424.	Madera County, California *
327.	Cathedral City city, California *			425.	Manhattan Beach city, California *
		375.	Gardena city, California *	426.	Manteca city, California *
328.	Ceres city, California *	376.	Gilroy city, California *	427.	Marin County, California *
329.	Cerritos city, California *	377.	Glendale city, California *	428.	Martinez city, California *
330.	Chico city, California *	378.	Glendora city, California *		
331.	Chino city, California *	379.	Goleta city, California *		
332.	Chino Hills city, California *	380.	Hanford 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.	Estero village, 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.	Lindenhurst 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.	Centre township, Indiana
1947.	Jeffersonville city, Indiana *	2000.	Terre Haute city, Indiana *	2047.	Charlestown township, Indiana
1948.	Jeffersonville township, Indiana *	2001.	Tippecanoe County, Indiana *	2048.	Chesterton town, Indiana
1949.	Johnson County, Indiana *	2002.	Valparaiso city, Indiana *	2049.	Clarksville town, Indiana
1950.	Knight township, Indiana *	2003.	Vanderburgh County, Indiana *	2050.	Clarks County, Indiana
1951.	Knox County, Indiana *	2004.	Vigo County, Indiana *	2051.	Cleveland township, 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 *	4084. Poughkeepsie town, New York *	4126. Amsterdam city, New York
4045. Hempstead 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
	4102. St. Lawrence County, New York *	4147. Cohoes city, New York
4066. Newburgh town, New York *	4103. Steuben County, New York *	4148. Corning city, New York
4067. Niagara County, 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	6156.	White Settlement city, Texas
6047.	Hutchinson County, Texas	6102.	Port Lavaca city, Texas	6157.	Wilbarger County, Texas
6048.	Hutto city, Texas	6103.	Port Neches city, Texas	6158.	Willacy County, Texas
6049.	Ingleside city, Texas	6104.	Portland city, Texas	6159.	Young County, Texas
6050.	Jacinto City city, Texas	6105.	Princeton city, Texas	6160.	Zapata County, Texas
6051.	Jackson County, Texas	6106.	Prosper town, Texas	6161.	Zavala County, Texas
6052.	Jacksonville city, Texas	6107.	Rains County, Texas	6162.	American Fork city, Utah *
6053.	Jones County, Texas	6108.	Raymondville city, Texas	6163.	Bountiful city, Utah *
6054.	Karnes County, Texas	6109.	Red Oak city, Texas	6164.	Box Elder County, Utah *
6055.	Katy city, Texas	6110.	Red River County, Texas	6165.	Cache County, Utah *
6056.	Kerrville city, Texas	6111.	Reeves County, Texas	6166.	Cedar City city, Utah *
6057.	Kilgore city, Texas	6112.	Richmond city, Texas	6167.	Clearfield city, Utah *
6058.	Kingsville city, Texas	6113.	Rio Grande City city, Texas	6168.	Cottonwood Heights city, Utah *
6059.	La Marque city, Texas	6114.	Robertson County, Texas	6169.	Davis County, Utah *
6060.	Lake Jackson city, Texas	6115.	Robinson city, Texas	6170.	Draper city, Utah *
6061.	Lakeway city, Texas	6116.	Robstown city, Texas	6171.	Eagle Mountain city, Utah *
6062.	Lamb County, Texas	6117.	Rockport city, Texas	6172.	Herriman city, Utah *
6063.	Lampasas County, Texas	6118.	Roma city, Texas	6173.	Holladay city, Utah *
6064.	Lavaca County, Texas	6119.	Royse City city, Texas		
6065.	Lee County, Texas	6120.	Runnels County, Texas		

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

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|--|---|
| 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 Brunswig Corporation
126. Bergen Brunswig Drug Company
127. Bergen Brunswig 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 Cooperatie 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

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| 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. | |

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| 68. AOR Management Company of Arizona, LLC | 92. AOR Real Estate, Inc. (AOR Real Estate, LLC) |
| 69. AOR Management Company of Central Florida, Inc. | 93. AOR Real Estate, LLC |
| 70. AOR Management Company of Florida, Inc. | 94. AOR Synthetic Real Estate, Inc. (AOR Synthetic Real Estate, LLC) |
| 71. AOR Management Company of Indiana, Inc. (AOR Management Company of Indiana, LLC) | 95. AOR Synthetic Real Estate, LLC |
| 72. AOR Management Company of Indiana, LLC | 96. AORIP, Inc. |
| 73. AOR Management Company of Kansas, Inc. | 97. AORT Holding Company, Inc. (AORT Holding Company, LLC) |
| 74. AOR Management Company of Missouri, Inc. (AOR Management Company of Missouri, LLC) | 98. AORT Holding Company, LLC |
| 75. AOR Management Company of Missouri, LLC | 99. AORT LP, LLC |
| 76. AOR Management Company of Nevada, Inc. | 100. Aporana AS |
| 77. AOR Management Company of New York, Inc. | 101. Apotheke "Zum Bergmann" Mag.pharm. Sabine Tuttner KG, LG Leoben |
| 78. AOR Management Company of North Carolina, Inc. | 102. Apotheke "Zur heiligen Dreifaltigkeit" Mag. pharm. Edith Schuller-Grundnig KG, Landesgericht Korneuburg |
| 79. AOR Management Company of Ohio, Inc. | 103. Apotheke "Zur Mutter Gottes" Mag. pharm. Karin Nozicka KG, HG Wien |
| 80. AOR Management Company of Oklahoma, Inc. (AOR Management Company of Oklahoma, LLC) | 104. Apotheke Atzgersdorf Mr. Hermann Latzin KG, Wien |
| 81. AOR Management Company of Oklahoma, LLC | 105. Apotheke im Messepark Mag. pharm. Dietmar Purin KG, LG Feldkirch |
| 82. AOR Management Company of Oregon, Inc. | 106. Apotheke Niklasdorf Mag. pharm. Matthias Schöggel KG, LG Leoben |
| 83. AOR Management Company of Pennsylvania, Inc. (AOR Management Company of Pennsylvania, LLC) | 107. APOTHEKE U1 TROSTSTRASSE, Mag. pharm. Max Wellan KG, HG Wien |
| 84. AOR Management Company of Pennsylvania, LLC | 108. Apotheke Zum heiligen Antonius Mag. pharm. Walter Staschek KG, LG Wiener Neustadt |
| 85. AOR Management Company of South Carolina, Inc. | 109. Apotheke zum heiligen Schutzengel Mag.pharm. Barbara Penz-Arzberger KG, Landesgericht Graz |
| 86. AOR Management Company of Texas, Inc. | 110. Apotheke zum Patriarchen Mag. pharm. Brigitte Kölbl KG, HG Wien |
| 87. AOR Management Company of Virginia, Inc. (AOR Management Company of Virginia, LLC) | 111. Apotheke Zur hl. Dreifaltigkeit Mag. pharm. Doris Richter KG, LG Wiener Neustadt |
| 88. AOR Management Company of Virginia, LLC | 112. Apotheke Zur Hütte Mag. pharm. Mrak KG, LG Leoben |
| 89. AOR of Indiana Management Partnership | 113. Apovest AS |
| 90. AOR of Texas Management Limited Partnership | 114. Apovest Drift AS |
| 91. AOR of Texas Management, LLC | 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. Gorrays 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.

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| 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

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| 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. Verdai 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-Apoteket 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
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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]

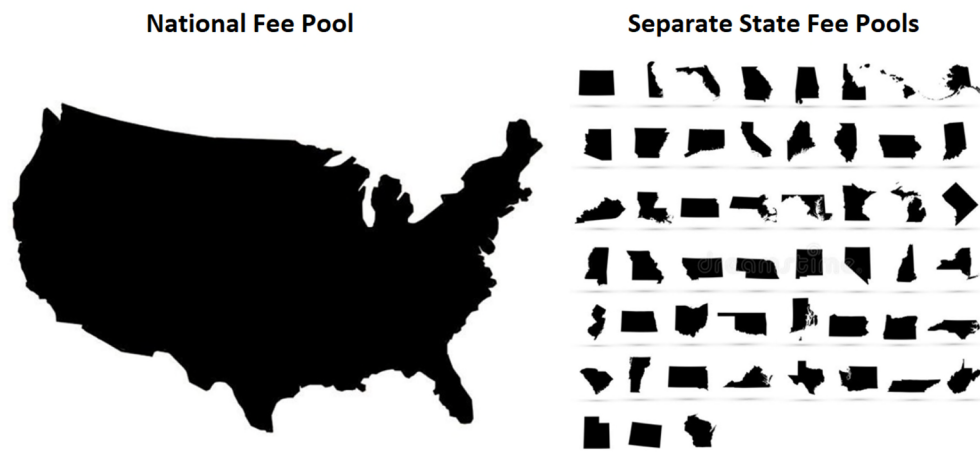
²³ Because a few Litigating Subdivisions named only one or two of the Distributors in a lawsuit before January 1, 2021, each Subdivision's share of the Contingency Fee Fund is slightly different for each distributor. Therefore, under the Distributor Settlement Agreement, the calculations described in 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

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☐ VOID

☐ 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 <u>2021</u>	Fines, Penalties, and Other Amounts
		2 Restitution/remediation amount \$ 5,839,378,859.97		
FILER'S TIN XX-XXXXXXX	PAYER'S TIN 23-3079390	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 AmerisourceBergen Corporation		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.) 1 West First Avenue		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 Conshohocken, PA 19428		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

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Department of the Treasury - Internal Revenue Service

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EXHIBIT V

Cardinal IRS Form 1098-F

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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)	Fines, Penalties, and Other Amounts	
		2 Restitution/remediation amount \$ 5,820,542,153.63	For calendar year 20 <u>21</u>		
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			
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EXHIBIT W

McKesson IRS Form 1098-F

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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)	Fines, Penalties, and Other Amounts
		2 Restitution/remediation amount \$ 7,176,784,986.23	For calendar year 20 21	
FILER'S TIN XX-XXXXXX	PAYER'S TIN XX-XXXXXX	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 McKesson Corporation		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.) 6535 N. State Highway 161		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 Irving, TX 75039		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

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Department of the Treasury - Internal Revenue Service

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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. “*Releasors*” 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 Releasor 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 Releasors' Released Claims. Each Settling State (for itself and its Releasors) and Participating Subdivision (for itself and its Releasors) 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 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 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
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2. For the Plaintiffs' Executive Committee:

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3. For Janssen:

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Phone: (213) 430-6000
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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 List

[Will be added by Janssen prior to Preliminary Agreement Date]

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 (“*PAARF*”);
 2. Active outreach strategies such as the Drug Abuse Response Team (“*DART*”) model;
 3. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
 4. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (“*LEAD*”) model;
 5. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or
 6. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise.
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions.
4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.

5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison or have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
6. Support critical time interventions (“CTI”), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

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

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

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women—or women who could become pregnant—who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.
3. Provide training for obstetricians or other healthcare personnel who work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.
4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-parent 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
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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.

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: Gardena city	State: CA
Authorized Signatory: Clint Osorio	
Address 1: 1700 West 162nd Street	
Address 2:	
City, State, Zip: Gardena California 90247	
Phone: (310) 217-9500	
Email: cosorio@cityofgardena.org	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated 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: Clint Osorio

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, Gardena 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: Clint Osorio

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 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%

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Hermosa Beach	Los Angeles	0.018%		0.0145307%
City	Huntington Park	Los Angeles	0.023%		0.0190667%
City	Inglewood	Los Angeles	0.059%		0.0489195%
City	La Cañada Flintridge	Los Angeles	0.003%		0.0025565%
City	Lakewood	Los Angeles	0.005%		0.0039971%
City	La Mirada	Los Angeles	0.010%		0.0081572%
City	Lancaster	Los Angeles	0.045%		0.0369689%
City	La Puente	Los Angeles	0.002%		0.0012999%
City	La Verne	Los Angeles	0.024%		0.0194190%
City	Lawndale	Los Angeles	0.002%		0.0017731%
City	Lomita	Los Angeles	0.004%		0.0031940%
City	Long Beach	Los Angeles	0.439%		0.3614151%
City	Los Angeles	Los Angeles	2.715%	3.321%	2.8218811%
City	Lynwood	Los Angeles	0.016%		0.0134345%
City	Malibu	Los Angeles	0.002%		0.0019269%
City	Manhattan Beach	Los Angeles	0.032%		0.0260686%
City	Maywood	Los Angeles	0.004%		0.0035528%
City	Monrovia	Los Angeles	0.031%		0.0254455%
City	Montebello	Los Angeles	0.030%		0.0250670%
City	Monterey Park	Los Angeles	0.031%		0.0256677%
City	Norwalk	Los Angeles	0.031%		0.0258228%
City	Palmdale	Los Angeles	0.046%		0.0375827%
City	Palos Verdes Estates	Los Angeles	0.006%		0.0053102%
City	Paramount	Los Angeles	0.011%		0.0091483%
City	Pasadena	Los Angeles	0.146%		0.1200524%
City	Pico Rivera	Los Angeles	0.022%		0.0183333%
City	Pomona	Los Angeles	0.111%		0.0911933%
City	Rancho Palos Verdes	Los Angeles	0.002%		0.0012645%
City	Redondo Beach	Los Angeles	0.062%		0.0506992%
City	Rosemead	Los Angeles	0.003%		0.0028260%

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

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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%

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Fountain Valley	Orange	0.055%		0.0455980%
City	Fullerton	Orange	0.137%	0.168%	0.1425744%
City	Garden Grove	Orange	0.213%		0.1752482%
City	Huntington Beach	Orange	0.247%	0.302%	0.2568420%
City	Irvine	Orange	0.139%	0.170%	0.1442350%
City	Laguna Beach	Orange	0.047%	0.058%	0.0493043%
City	Laguna Hills	Orange	0.014%		0.0115457%
City	Laguna Niguel	Orange	0.001%		0.0007071%
City	Laguna Woods	Orange	0.001%		0.0006546%
City	La Habra	Orange	0.060%	0.073%	0.0621049%
City	Lake Forest	Orange	0.012%		0.0101249%
City	La Palma	Orange	0.012%		0.0095439%
City	Los Alamitos	Orange	0.008%		0.0069190%
City	Mission Viejo	Orange	0.014%		0.0117560%
City	Newport Beach	Orange	0.179%		0.1470134%
City	Orange	Orange	0.150%		0.1231320%
City	Placentia	Orange	0.029%	0.035%	0.0298912%
City	Rancho Santa Margarita	Orange	0.001%		0.0006296%
City	San Clemente	Orange	0.008%	0.010%	0.0086083%
City	San Juan Capistrano	Orange	0.008%		0.0065510%
City	Santa Ana	Orange	0.502%	0.614%	0.5213866%
City	Seal Beach	Orange	0.020%		0.0165891%
City	Stanton	Orange	0.035%		0.0291955%
City	Tustin	Orange	0.073%		0.0600341%
City	Westminster	Orange	0.104%	0.127%	0.1082721%
City	Yorba Linda	Orange	0.044%		0.0362223%
County	Placer County	Placer	1.045%	1.278%	1.0861002%
City	Auburn	Placer	0.017%		0.0141114%
City	Lincoln	Placer	0.031%		0.0255599%
City	Rocklin	Placer	0.076%		0.0625485%

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

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Citrus Heights	Sacramento	0.057%		0.0465312%
City	Elk Grove	Sacramento	0.130%		0.1066994%
City	Folsom	Sacramento	0.108%		0.0890850%
City	Galt	Sacramento	0.017%		0.0143704%
City	Rancho Cordova	Sacramento	0.008%		0.0067679%
City	Sacramento	Sacramento	0.721%	0.882%	0.7496530%
County	<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%

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Yucca Valley	San Bernardino	0.003%		0.0021228%
County	<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%

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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%

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Los Altos	Santa Clara	0.013%		0.0103338%
City	Los Gatos	Santa Clara	0.013%		0.0103220%
City	Milpitas	Santa Clara	0.036%		0.0298120%
City	Morgan Hill	Santa Clara	0.015%		0.0124619%
City	Mountain View	Santa Clara	0.041%		0.0334608%
City	Palo Alto	Santa Clara	0.039%		0.0323080%
City	San Jose	Santa Clara	0.294%	0.360%	0.3054960%
City	Santa Clara	Santa Clara	0.067%		0.0549723%
City	Saratoga	Santa Clara	0.004%		0.0034161%
City	Sunnyvale	Santa Clara	0.053%		0.0434069%
County	<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%

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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	<i>Stanislaus County</i>	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	<i>Sutter County</i>	Sutter	0.306%	0.374%	0.3179548%
City	Yuba City	Sutter	0.074%		0.0606242%
County	<i>Tehama County</i>	Tehama	0.213%	0.261%	0.2216654%
City	Red Bluff	Tehama	0.014%		0.0117771%
County	<i>Trinity County</i>	Trinity	0.082%	0.101%	0.0855476%
County	<i>Tulare County</i>	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	<i>Tuolumne County</i>	Tuolumne	0.486%	0.594%	0.5047621%
County	<i>Ventura County</i>	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: Gardena city	State: CA
Authorized Signatory: Clint osorio	
Address 1: 1700 west 162nd Street	
Address 2:	
City, State, Zip: Gardena	california 90247
Phone: (310) 217-9500	
Email: cosorio@cityofgardena.org	

The governmental entity identified above (“Governmental Entity”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated 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: Clint Osorio

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, Gardena 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: Clint Osorio

Title: City Manager

Date: _____



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DISCLAIMER: The allocation percentages herein are estimates only and should not be relied on for decisions regarding legal rights, releases, waivers, or other decisions affecting current or potential legal claims. Percentages shown in the Plaintiff Subdivision Percentage column may change pursuant to Section 4.C. of the California State-Subdivision Agreement Regarding Distribution and Use of Settlement Funds—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.

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			100.000%	100.000%	100.000%
Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
County	<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%

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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%

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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%

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Agoura Hills	Los Angeles	0.005%		0.0040024%
City	Alhambra	Los Angeles	0.042%		0.0343309%
City	Arcadia	Los Angeles	0.033%		0.0267718%
City	Artesia	Los Angeles	0.001%		0.0005100%
City	Azusa	Los Angeles	0.026%		0.0210857%
City	Baldwin Park	Los Angeles	0.027%		0.0218520%
City	Bell	Los Angeles	0.008%		0.0068783%
City	Bellflower	Los Angeles	0.002%		0.0014485%
City	Bell Gardens	Los Angeles	0.014%		0.0114301%
City	Beverly Hills	Los Angeles	0.065%		0.0534897%
City	Burbank	Los Angeles	0.100%		0.0823132%
City	Calabasas	Los Angeles	0.006%		0.0048948%
City	Carson	Los Angeles	0.019%		0.0159805%
City	Cerritos	Los Angeles	0.005%		0.0039682%
City	Claremont	Los Angeles	0.010%		0.0082584%
City	Commerce	Los Angeles	0.000%		0.0002971%
City	Compton	Los Angeles	0.044%		0.0361882%
City	Covina	Los Angeles	0.028%		0.0229127%
City	Cudahy	Los Angeles	0.001%		0.0006020%
City	Culver City	Los Angeles	0.055%		0.0449894%
City	Diamond Bar	Los Angeles	0.001%		0.0006993%
City	Downey	Los Angeles	0.052%		0.0429994%
City	Duarte	Los Angeles	0.003%		0.0027261%
City	El Monte	Los Angeles	0.031%	0.038%	0.0318985%
City	El Segundo	Los Angeles	0.033%		0.0268020%
City	Gardena	Los Angeles	0.034%		0.0278088%
City	Glendale	Los Angeles	0.166%		0.1366586%
City	Glendora	Los Angeles	0.016%		0.0134411%
City	Hawaiian Gardens	Los Angeles	0.005%		0.0040549%
City	Hawthorne	Los Angeles	0.050%		0.0407833%

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Hermosa Beach	Los Angeles	0.018%		0.0145307%
City	Huntington Park	Los Angeles	0.023%		0.0190667%
City	Inglewood	Los Angeles	0.059%		0.0489195%
City	La Cañada Flintridge	Los Angeles	0.003%		0.0025565%
City	Lakewood	Los Angeles	0.005%		0.0039971%
City	La Mirada	Los Angeles	0.010%		0.0081572%
City	Lancaster	Los Angeles	0.045%		0.0369689%
City	La Puente	Los Angeles	0.002%		0.0012999%
City	La Verne	Los Angeles	0.024%		0.0194190%
City	Lawndale	Los Angeles	0.002%		0.0017731%
City	Lomita	Los Angeles	0.004%		0.0031940%
City	Long Beach	Los Angeles	0.439%		0.3614151%
City	Los Angeles	Los Angeles	2.715%	3.321%	2.8218811%
City	Lynwood	Los Angeles	0.016%		0.0134345%
City	Malibu	Los Angeles	0.002%		0.0019269%
City	Manhattan Beach	Los Angeles	0.032%		0.0260686%
City	Maywood	Los Angeles	0.004%		0.0035528%
City	Monrovia	Los Angeles	0.031%		0.0254455%
City	Montebello	Los Angeles	0.030%		0.0250670%
City	Monterey Park	Los Angeles	0.031%		0.0256677%
City	Norwalk	Los Angeles	0.031%		0.0258228%
City	Palmdale	Los Angeles	0.046%		0.0375827%
City	Palos Verdes Estates	Los Angeles	0.006%		0.0053102%
City	Paramount	Los Angeles	0.011%		0.0091483%
City	Pasadena	Los Angeles	0.146%		0.1200524%
City	Pico Rivera	Los Angeles	0.022%		0.0183333%
City	Pomona	Los Angeles	0.111%		0.0911933%
City	Rancho Palos Verdes	Los Angeles	0.002%		0.0012645%
City	Redondo Beach	Los Angeles	0.062%		0.0506992%
City	Rosemead	Los Angeles	0.003%		0.0028260%

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

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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%

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted Allcation Percentage
City	Fountain Valley	Orange	0.055%		0.0455980%
City	Fullerton	Orange	0.137%	0.168%	0.1425744%
City	Garden Grove	Orange	0.213%		0.1752482%
City	Huntington Beach	Orange	0.247%	0.302%	0.2568420%
City	Irvine	Orange	0.139%	0.170%	0.1442350%
City	Laguna Beach	Orange	0.047%	0.058%	0.0493043%
City	Laguna Hills	Orange	0.014%		0.0115457%
City	Laguna Niguel	Orange	0.001%		0.0007071%
City	Laguna Woods	Orange	0.001%		0.0006546%
City	La Habra	Orange	0.060%	0.073%	0.0621049%
City	Lake Forest	Orange	0.012%		0.0101249%
City	La Palma	Orange	0.012%		0.0095439%
City	Los Alamitos	Orange	0.008%		0.0069190%
City	Mission Viejo	Orange	0.014%		0.0117560%
City	Newport Beach	Orange	0.179%		0.1470134%
City	Orange	Orange	0.150%		0.1231320%
City	Placentia	Orange	0.029%	0.035%	0.0298912%
City	Rancho Santa Margarita	Orange	0.001%		0.0006296%
City	San Clemente	Orange	0.008%	0.010%	0.0086083%
City	San Juan Capistrano	Orange	0.008%		0.0065510%
City	Santa Ana	Orange	0.502%	0.614%	0.5213866%
City	Seal Beach	Orange	0.020%		0.0165891%
City	Stanton	Orange	0.035%		0.0291955%
City	Tustin	Orange	0.073%		0.0600341%
City	Westminster	Orange	0.104%	0.127%	0.1082721%
City	Yorba Linda	Orange	0.044%		0.0362223%
County	Placer County	Placer	1.045%	1.278%	1.0861002%
City	Auburn	Placer	0.017%		0.0141114%
City	Lincoln	Placer	0.031%		0.0255599%
City	Rocklin	Placer	0.076%		0.0625485%

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Participating Subdivision Classification	Participating Subdivision	County	Abatement Percentage	Plaintiff Subdivision Percentage	Weighted 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 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	<i>Stanislaus County</i>	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	<i>Sutter County</i>	Sutter	0.306%	0.374%	0.3179548%
City	Yuba City	Sutter	0.074%		0.0606242%
County	<i>Tehama County</i>	Tehama	0.213%	0.261%	0.2216654%
City	Red Bluff	Tehama	0.014%		0.0117771%
County	<i>Trinity County</i>	Trinity	0.082%	0.101%	0.0855476%
County	<i>Tulare County</i>	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	<i>Tuolumne County</i>	Tuolumne	0.486%	0.594%	0.5047621%
County	<i>Ventura County</i>	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 Allocation 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]



City of Gardena

Gardena City Council Meeting

AGENDA REPORT SUMMARY

Agenda Item No. 8.K
Section: CONSENT CALENDAR
Meeting Date: December 14,
2021

TO: THE HONORABLE MAYOR AND MEMBERS OF THE GARDENA CITY COUNCIL

AGENDA TITLE: APPROVE AMENDMENT 01 TO LOCAL AGREEMENT CCTR-1084 WITH THE CALIFORNIA DEPARTMENT OF SOCIAL SERVICES FOR ADDITIONAL FUNDING OF THE GARDENA FAMILY CHILD CARE PROGRAM.

CONTACT: RECREATION & HUMAN SERVICES

COUNCIL ACTION REQUIRED:

RECOMMENDATION AND STAFF SUMMARY:

Staff respectfully recommends that Council approve Amendment 01 to Local Agreement CCTR-1084 with the California Department of Social Services which provides additional funding for the Gardena Family Child Care Program for Fiscal Year 2021-22.

The Gardena Family Child Care Program (GFCC) provides quality, educational, subsidized child care in licensed family child care homes in Gardena and bordering cities. Services are provided to low-income families whose parents are employed, in school/training, seeking employment, or are incapacitated and require assistance. GFCC staff also offers technical assistance to family child care providers in the GFCC network in areas such as curriculum, the child care environment, and developmental and age appropriate practices.

Beginning July 1, 2021 administration of the program at the State level transferred from the California Department of Education (CDE) to the California Department of Social Services (CDSS). All program requirements remain the same for the foreseeable future.

FINANCIAL IMPACT/COST:

For Fiscal Year 2021-2022 additional revenue and expenditures encumbered in the amount of \$166,149 to the City from the California Department of Social Services for the Gardena Family Child Care Program. This Amendment increases the total contract to \$2,956,596.

No financial impact to the General Fund.

ATTACHMENTS:

[CCTR-1084-01.pdf](#)

APPROVED:

A handwritten signature in blue ink, appearing to read "Clint Osorio", is centered within a light gray rectangular box.

Clint Osorio, City Manager

***Amendment 01*****LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES
ALLOCATION LETTER**

Budget Act Amendment/COLA/Family Fee Credit

DATE: July 01, 2021**CONTRACT NUMBER:** CCTR-1084**PROGRAM TYPE:** GENERAL CHILD CARE &
DEV PROGRAMS**PROJECT NUMBER:** 19-2180-00-1**STATE AGENCY: CALIFORNIA DEPARTMENT OF SOCIAL SERVICES****CONTRACTOR'S NAME:** CITY OF GARDENA

This agreement with the State of California dated July 01, 2021 designated as number CCTR-1084 shall be amended as of November 5, 2021, in the following particulars but no others:

The Maximum Reimbursable Amount (MRA) payable pursuant to the provisions of this agreement shall be amended by deleting reference to \$2,790,447.00 and inserting \$2,956,596.00 in place thereof to provide the cost of living adjustment (COLA) authorized pursuant to Section 265(b) of Assembly Bill 131 (Chapter 116, Statutes of 2021).

The Maximum Rate per child day of enrollment payable pursuant to the provisions of the agreement shall be amended by deleting reference to \$49.54 and inserting \$51.55 in place thereof.

Each annual budgeted MRA must be expended within the identified contract year. Unexpended funds cannot be shifted from one fiscal year to another. All unexpended funds revert to the CDSS.

SERVICE REQUIREMENTS

The minimum Child Days of Enrollment (CDE) Requirement shall be amended by deleting reference to 56,327.0 and inserting 57,358.0 in place thereof.

Minimum Days of Operation (MDO) Requirement shall be 254. (No change)

EXCEPT AS AMENDED HEREIN all terms and conditions of the original agreement shall remain unchanged and in full force and effect.

IMPORTANT: Signature is not required.

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 166,149 PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 2,790,447 TOTAL AMOUNT ENCUMBERED TO DATE \$ 2,956,596	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE	
	(OPTIONAL USE) See Attached			
	ITEM See Attached	CHAPTER	STATUTE	FISCAL YEAR
	OBJECT OF EXPENDITURE (CODE AND TITLE) 706			

CONTRACTOR'S NAME: CITY OF GARDENA

CONTRACT NUMBER: CCTR-1084

Amendment 01

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 0	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE Federal	
PRIOR AMOUNT ENCUMBERED \$ 528,832	(OPTIONAL USE)0656 FC# 93.596 PC# 000321 13609-2180			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 528,832	ITEM 30.10.020.001 5180-101-0890	CHAPTER B/A	STATUTE 2021	FISCAL YEAR 2021-2022
	OBJECT OF EXPENDITURE (CODE AND TITLE) 706 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 0	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE Federal	
PRIOR AMOUNT ENCUMBERED \$ 243,100	(OPTIONAL USE)0656 FC# 93.575 PC# 000324 15136-2180			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 243,100	ITEM 30.10.020.001 5180-101-0890	CHAPTER B/A	STATUTE 2021	FISCAL YEAR 2021-2022
	OBJECT OF EXPENDITURE (CODE AND TITLE) 706 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 113,005	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE General	
PRIOR AMOUNT ENCUMBERED \$ 2,018,515	(OPTIONAL USE)0656 23254-2180			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 2,131,520	ITEM 30.10.020.001 5180-101-0001	CHAPTER B/A	STATUTE 2021	FISCAL YEAR 2021-2022
	OBJECT OF EXPENDITURE (CODE AND TITLE) 706 SACS: Res-6105 Rev-8590			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 53,144	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE Federal	
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0156 FC# 93.575 PC# 000000 15557-2180			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 53,144	ITEM 30.10.020 5180-101-0890	CHAPTER B/A	STATUTE 2021	FISCAL YEAR 2021-2022
	OBJECT OF EXPENDITURE (CODE AND TITLE) 706 SACS: Res-5161 Rev-8290			



City of Gardena

Gardena City Council Meeting

AGENDA REPORT SUMMARY

Agenda Item No. 8.L
Section: CONSENT CALENDAR
Meeting Date: December 14,
2021

TO: THE HONORABLE MAYOR AND MEMBERS OF THE GARDENA CITY COUNCIL

AGENDA TITLE: ACCEPTANCE AND NOTICE OF COMPLETION FOR WESTERN AVENUE STREET IMPROVEMENT, JN 955, HARDY AND HARPER, INC

CONTACT: PUBLIC WORKS

COUNCIL ACTION REQUIRED:

RECOMMENDATION AND STAFF SUMMARY:

Staff respectfully recommends that the City Council accept the work performed by Hardy and Harper, Inc. and order the recordation of Notice of Completion.

This project overlaid approximately 370,000 square feet of Asphalt pavement and 4,500 square feet of Concrete pavement on Western Avenue. A Battery Backup System were installed each on the Traffic signal at the intersection of Gardena Blvd and 162nd Street. We also constructed 30 concrete curb ramps, removed and replaced 11,000 square feet of concrete sidewalk, removed 88 trees and replanted 61 trees.

Sufficient funds to complete this project were adopted in the fiscal year 2020-2021 budget by the City Council. The project was also identified as the SB1 funded project per City Resolution No. 6437 at the April 28, 2020 Council meeting.

FINANCIAL IMPACT/COST:

Amount of Expense : \$1,460,701.92 (Design, Construction Administration and Construction)
Funding Source: SB1

ATTACHMENTS:

[NOC Western Ave. Street Improvement JN 955.pdf](#)

APPROVED:

Clint Osorio, City Manager

RECORDING REQUEST BY AND MAIL TO:

Mina Semenza, City Clerk
City of Gardena
1700 W. 162nd Street
Gardena, CA 90247

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN, that:

1. The undersigned is the duly authorized representative of the City of Gardena, a Municipal Corporation of the State of California located within the County of Los Angeles in said State at 1700 West 162nd Street, Gardena, California 90247.
2. That on the 14th day of December, 2021, the City Council of said City entered into contract with Hardy and Harper Inc. whose address is 32 Rancho Circle, Lake Forest CA. 92630 for the improvement titled Western Ave. Street Improvements Project, JN 955 in accordance with the City of Gardena Plans and Specifications.
3. That all of the work and improvement was located at Western Ave. in said City. The owner of the location is the City of Gardena.
4. That all of the work and improvement contemplated in and under said contract was substantially completed on October 19, 2021.
5. That the City Council formally accepted this work and improvement on December 14, 2021.

The undersigned, being first duly sworn, states: That he is the duly authorized representative of the City of Gardena, the political subdivision of the State of California which conducted the proceedings for the improvement titled Western Avenue Street Improvement Project, JN 955 in said City, that he has read the foregoing "Notice of Completion" and knows the facts recited therein are true.

IN WITNESS THEREOF, I have hereunto subscribed my name as the duly authorized representative of said City this ____ day of _____ 2021.

City of Gardena

William E. Mendoza



PLANNING AND ENVIRONMENTAL QUALITY COMMISSION

Report of Actions

Website: www.cityofgardena.org

Tuesday, December 7, 2021 – 7:00 PM

1700 W. 162nd Street, Gardena, California

5. **PUBLIC HEARING ITEMS**

5.A **URGENCY ORDINANCE NO. 1838 AND ORDINANCE NO. 1839**

The Planning Commission considered an Ordinance adopting changes to Title 17 (Subdivisions) and Title 18 (Zoning) of the Gardena Municipal Code relating to the implementation of Senate Bill 9 allowing the subdivision of single-family residential lots into two and the creation of two residential units per lot as mandated by State law. The adoption of this Ordinance is not a project under CEQA pursuant to California Senate Bill 9. The Commission's consideration involved making a recommendation to the City Council.

APPLICANT: City

LOCATION: Citywide

Commission Action: The Planning Commission voted 3-2-0, approving Resolution No. PC 14-21, recommending that the City Council adopt Urgency Ordinance No. 1838 and Ordinance No. 1839.

[Staff Report \(SB 9\).pdf](#)

[Attachment A: Resolution No. PC 14-21.pdf](#) [Exhibit A: Draft Ordinance No. 1839.pdf](#)

[Exhibit B: Draft Ordinance No. 1838.pdf](#) [Attachment B: SB 9 Text.pdf](#)

[Public Comment.pdf](#)



City of Gardena

Gardena City Council Meeting

AGENDA REPORT SUMMARY

Agenda Item No. 11.A
Section: DEPARTMENTAL
ITEMS - ADMINISTRATIVE
SERVICES
Meeting Date: December 14,
2021

TO: THE HONORABLE MAYOR AND MEMBERS OF THE GARDENA CITY COUNCIL

AGENDA TITLE: CITY OF GARDENA AUDIT REPORTS FOR FISCAL YEAR ENDED JUNE 30, 2021: ANNUAL COMPREHENSIVE FINANCIAL REPORT (ACFR), FAMILY CHILD CARE AND GTRANS

COUNCIL ACTION REQUIRED:

Staff Recommendation: Receive and File

RECOMMENDATION AND STAFF SUMMARY:

Presented for City Council to receive and file are audited financial reports for the fiscal year ended June 30, 2021, as prepared by the City's contracted auditing firm, The Pun Group, LLP an independent public accounting firm fully licensed and qualified to perform audits of the state and local governments within the State of California. The goal of the independent audit is to provide reasonable assurance that the financial statements of the City for the fiscal year ended June 30, 2021, are free of material misstatement. There were no findings in the audit of the financial statements.

- Annual Comprehensive Financial Report (ACFR), June 30, 2021

The financial statements included in the ACFR represent all City funds. City management is responsible for the accuracy of the data, the fairness and completeness of the presentation, and the inclusion of all disclosures that are necessary to enable the reader to understand the City's operations. The report contains a citywide view of all governmental and business type activities, as well as a focus on the financial position and operating results of the City's major funds.

The auditors issued an unmodified opinion that based upon their audit, the City's financial statements are presented fairly, as of June 30, 2021, and changes in financial position and cash flows are in conformity with Generally Accepted Accounting Principles (GAAP) in the United States.

- Family Child Care Program Report, June 30, 2021

Issued with an unmodified opinion that the financial statements present fairly, in all material respects, the financial position of the Program as of June 30, 2021, and the results of its operations for the year then ended in conformity with Generally Accepted Accounting Principles (GAAP) in the United States.

- GTrans Enterprise Fund, June 30, 2021

Issued with an unmodified opinion that the financial statements are presented fairly, in all material respects, the financial position of GTrans as of June 30, 2021 and the results of its operations and cash flows for the year then ended in conformity with Generally Accepted Accounting Principles (GAAP) in the United States.

FINANCIAL IMPACT/COST:

N/A

ATTACHMENTS:

[2021_Gardena_ACFR_FINAL.pdf](#)

[2021_Gardena_Bus Line_FINAL.pdf](#)

[2021_Gardena_Child Care_FINAL.pdf](#)

APPROVED:



Clint Osorio, City Manager

CITY OF GARDENA, CALIFORNIA

ANNUAL COMPREHENSIVE FINANCIAL REPORT

For Fiscal Year Ended June 30, 2021



www.cityofgardena.org

ANNUAL COMPREHENSIVE FINANCIAL REPORT

FISCAL YEAR ENDED JUNE 30, 2021

CITY OF GARDENA, CALIFORNIA



PREPARED BY

THE ADMINISTRATIVE SERVICES DEPARTMENT

**Clint Osorio
City Manager**

And

**Raymond Beeman
Director of Administrative Services**

* * * * *

City of Gardena
Annual Comprehensive Financial Report
For the Year Ended June 30, 2021

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City of Gardena

*Annual Comprehensive Financial Report
For the Year Ended June 30, 2021*



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December 9, 2021

Members of the City Council,
and Citizens of Gardena

**ANNUAL COMPREHENSIVE FINANCIAL REPORT
FISCAL YEAR 2020-2021
LETTER OF TRANSMITTAL**

It is our pleasure to submit the Annual Comprehensive Financial Report (ACFR) of the City of Gardena (the City) for the fiscal year ended June 30, 2021 (FY 20-21). The report is intended to update readers on the status of the City's financial position and results of operations for the past fiscal year.

Management assumes full responsibility for the completeness and reliability of the information contained in this report, based upon a comprehensive framework of internal control that it has established for this purpose. Because the cost of internal control should not exceed anticipated benefits, the objective is to provide reasonable, rather than absolute, assurance that the financial statements are free of any material misstatements. This ACFR has been prepared in accordance with Generally Accepted Accounting Principles (GAAP) in the United States of America as promulgated by the Government Accounting Standards Board (GASB).

The report contains a Citywide view of all governmental and business-type activities, as well as a focus on the financial position and operating results of the City's major funds.

The City's financial statements have been audited by The Pun Group LLP, an independent public accounting firm fully licensed and qualified to perform audits of the State and local governments within the State of California. The financial statements included in this ACFR represent all City funds.

The goal of the independent audit is to provide reasonable assurance that the financial statements of the City for the fiscal year ended June 30, 2021, are free of material misstatement. The auditors concluded, based upon the audit, that there was a reasonable basis for rendering an unmodified opinion that the City's financial statements for the fiscal year ended June 30, 2021, were fairly presented in conformity with GAAP. The independent auditor's report is presented as the first component of the financial section of the ACFR. Management's Discussion and Analysis (MD&A) immediately follows the independent auditor's report and provides a narrative introduction, overview, and analysis of the basic financial statements. The MD&A complements this letter of transmittal and should be read in conjunction with it.

PROFILE OF THE GOVERNMENT

The City of Gardena is located just miles from the beautiful California coast, near the interchange of the Harbor, San Diego, and Gardena freeways, and just 13 miles south of the City of Los Angeles, in the South Bay Area. Gardena is a part of the Los Angeles-Long Beach-Glendale Metropolitan Statistical Area.

Gardena has the singular distinction of having within its borders both the first legal card club licensed in the State of California, granted in 1936, and the newest club in the state, which opened in 2000. At one time only five-card draw and lowball poker could be played. During the 1960s, Gardena was the only City in Los Angeles County to have legal gambling. In the mid-1980s, a tremendous Asian influence arrived with the introduction of a number of California games. A complete listing is contained in the City of Gardena Resolution No. 6140.

The City of Gardena, incorporated on September 11, 1930 as a general law City, operates under the Council-Manager form of government. Policy-making and legislative authority are vested in a governing council consisting of four members of the City Council and a Mayor elected on a non-partisan basis at-large for four-year terms, with an election every two years. The Council is responsible for, among other things, establishing policy, passing ordinances, adopting an annual budget, appointing members to various City Commissions and Boards and hiring the City Manager and City Attorney. The City Manager is responsible for carrying out the policies and ordinances of the City Council, for overseeing the day-to-day operations of the government, and for appointing the heads of the various departments.

Gardena offers a full range of municipal services, including police and code enforcement; recreation and human services; public works; streets and parks; planning and building services; engineering; transportation services (enterprise fund); and general administration. Fire services are contracted with Los Angeles County.

The Council is required to adopt an initial budget for the fiscal year no later than June 30 preceding the beginning of the fiscal year on July 1. This annual budget serves as the foundation for the City of Gardena's financial planning and control. The budget is prepared by fund, function (e.g. public safety), and department (e.g., police). Department heads may transfer resources within a department as they see fit.

LOCAL ECONOMIC CONDITIONS AND OUTLOOK

When I became the City Manager in 2019, I could not have imagined the challenges that lay ahead. We learned to physically distance without socially distancing, we're still utilizing technology to remain connected. It is clear that we faced and continue to face unprecedented times with this COVID-19 pandemic as I write this, we face the potential unknown impacts of the new Omicron variant. However, as we face this uncertainty, we have proven that we are able to respond with strength and resilience. I am thankful for the support of our public officials in working toward

protecting the community from the most devastating effects of the COVID-19 crisis, and in working diligently to address the devastating adverse effects to the economy. As a result of this we are in a strong financial position with a General Fund Reserve Balance of \$28,782,228 at June 30, 2021, or 47% of total general fund expenditures.

When the City first adopted the budget for fiscal year 2021-2022 back in June 2020, the City was forecasting sharp declines in all the major revenue categories, as a result of the COVID-19 pandemic, except for sales tax, and adopted a \$330k budget deficit for the first time in over two decades. During fiscal year 2020-2021, it became apparent that due to the City leadership and their foresight to tirelessly pursue the passage of Measure G, the City was able to recognize \$9.4 million in sales tax revenue from Measure G, which was \$3.4 million more than budgeted for fiscal year 2020-2021, this in addition to a majority of the other major revenue categories, aside from the card clubs, all had increases compared to the adopted budget or minimal decreases. As a result of fiscal year 2020-2021 actual results the City did a complete review of its original adopted budget for 2021-2022 and revised the budget to more accurately match the updated economic forecast. The revised revenue budget for fiscal year 2021-2021, Sales Tax was budgeted to be \$20.2 Million, or \$4.3 Million more than the originally adopted budget, based on the prior year results and general upswing in the economy particularly in the construction industry. Card club revenues were budgeted at \$7.5 Million an increase of \$607k from the original budget, with the casinos to be open year-round with limited restrictions in place. Property Tax was budgeted at \$8.7 Million, an increase of \$700k from the original budget as the housing market continues to thrive resulting in higher prices for properties and thus additional property taxes for the City. Vehicle License fees were budgeted at \$7.3 Million an increase of \$662k as the fees and demand continue to increase. The Utility Users Tax was budgeted at \$4.8 Million a decrease of \$200k compared to the original budget as the decline is a direct result of innovation in telecommunications, cellular technology, conservation efforts, and alternative fuels. As companies collaborate with each other and provide consumers with "bundled" products for substantial savings, our overall Utility Users Tax decline. Solar technology has also provided consumers with options to mitigate rising electric costs thereby also impacting our Utility Users Tax.

For the revised adopted budget for fiscal year 2021-2022 a surplus of \$55,000 was forecasted, which contrasted with the originally adopted budget, a deficit of \$300,000.

In addition to the increased revenue projections, the City took a proactive approach to take advantage of the historical low interest rates and used its excellent issuer credit rating of AA- with S & P to obtain a Lease Revenue Bond in the amount of \$13.2 Million dollars with a 20-year term at 1.98% true interest cost over the life of the bond. These bonds will be used to fund various capital projects including the Gardena Community Aquatic & Senior Center, The Community Center and various Park Improvements.

LONG-TERM FINANCIAL PLANNING AND MAJOR INITIATIVES

In 2020, the City had to deal with the unprecedented and devastating effects of the COVID 19 pandemic. As the City has long history of fiscally conservative values and strong relationships with its collective bargaining groups, it was able to work as a united group with elected leadership, employees and employee labor groups to cut expenditures and proactively pursue additional opportunities to expand revenues and lower expenditures, which ultimately resulted in the City going from a significant deficit to a surplus.

General Fund Reserve Balance for fiscal year 2020-2021 was \$28,782,228 (the total of the nonspendable, restricted, committed, assigned, and unassigned components of fund balance) or 47% of total general fund expenditures. This amount is significantly higher than the policy guidelines of 25% set by the Council for budgetary and planning purposes.

The City maintains an issuer rating of "AA-" and a general fund supported lease debt rating of "A+" from Standard & Poor's, as well as an "A1" for general fund lease rating and "Aa3" issuer rating with Moody's as of June 30, 2021. Which is reflective of a stable fiscal outlook and the expectation that Gardena will continue to maintain balanced operational costs with substantial fiscal reserves.

The City will maintain a safe community environment by implementing Building Development Safety and Security Standards, as well as continue street and sidewalk improvements Citywide.

The City's long-term financial planning focuses on the Capital Improvement Plan, which is produced as part of the annual budget. The plan primarily addresses maintenance, repair and upgrading of facilities and infrastructure, particularly streets, parks, and sewers.

In addition to the annual capital projects, the City will be using its recently issued Lease Revenue Bond, and its surplus Measure G funds to start some substantial capital projects that will have a long-lasting effect on the community. One of the foremost projects is the Gardena Community Aquatic & Senior Center, which is proposed to be a 12,000 square foot Senior/Aquatic Center Facility, with an 8-lane competition pool with ADA accessible learning pool, and new park to include exercise stations, picnic tables and walking paths.

RELEVANT FINANCIAL POLICIES

The City has adopted a set of financial policies. During the current year, the City updated GASB Statement No. 54, titled "Fund Balance Policy for the General Fund." This policy provides the users of the financial statements greater information about the availability of reported fund balance and the City's commitment of financial resources. Note 13 of the Notes to Basic Financial Statements, presents more detailed information about the five categories of fund balance – non-spendable, restricted, committed, assigned and unassigned fund balance.

AWARDS and ACKNOWLEDGEMENTS

The Government Finance Officers Association of the United States and Canada (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to the City of Gardena for its ACFR for the fiscal year ended June 30, 2020. This was the thirty-fifth consecutive year that the government has achieved this prestigious award. In order to be awarded a Certificate of Achievement, the government had to publish an easily readable and efficiently organized ACFR that satisfied both generally accepted accounting principles and applicable program requirements.

A Certificate of Achievement for Excellence in Financial Reporting is valid for a period of one year only. However, we believe that our current ACFR continues to meet the Certificate of Achievement for Excellence in Financial Reporting Program's requirements, and we are submitting it to the GFOA to determine its eligibility for another certificate.

The preparation of this report could not have been accomplished without the collaborative assistance of the Department Heads and staff in all City departments. First and foremost, we want to recognize the dedicated employees of the Administrative Services Department. Their professional expertise and unassuming commitment to excellence is constantly manifested in the quality of the City's financial records and reporting. Appreciation is also expressed to the audit staff of The Pun Group, LLP, for their advice and assistance in the preparation of this report. Finally, we would like to thank the members of the City Council for their support in planning and conducting the financial operations of the City in a responsible and progressive manner.

Respectfully submitted,



Clint D. Osorio
City Manager

Respectfully submitted,



Ray Beeman
Director of Administrative Services



Government Finance Officers Association

**Certificate of
Achievement
for Excellence
in Financial
Reporting**

Presented to

**City of Gardena
California**

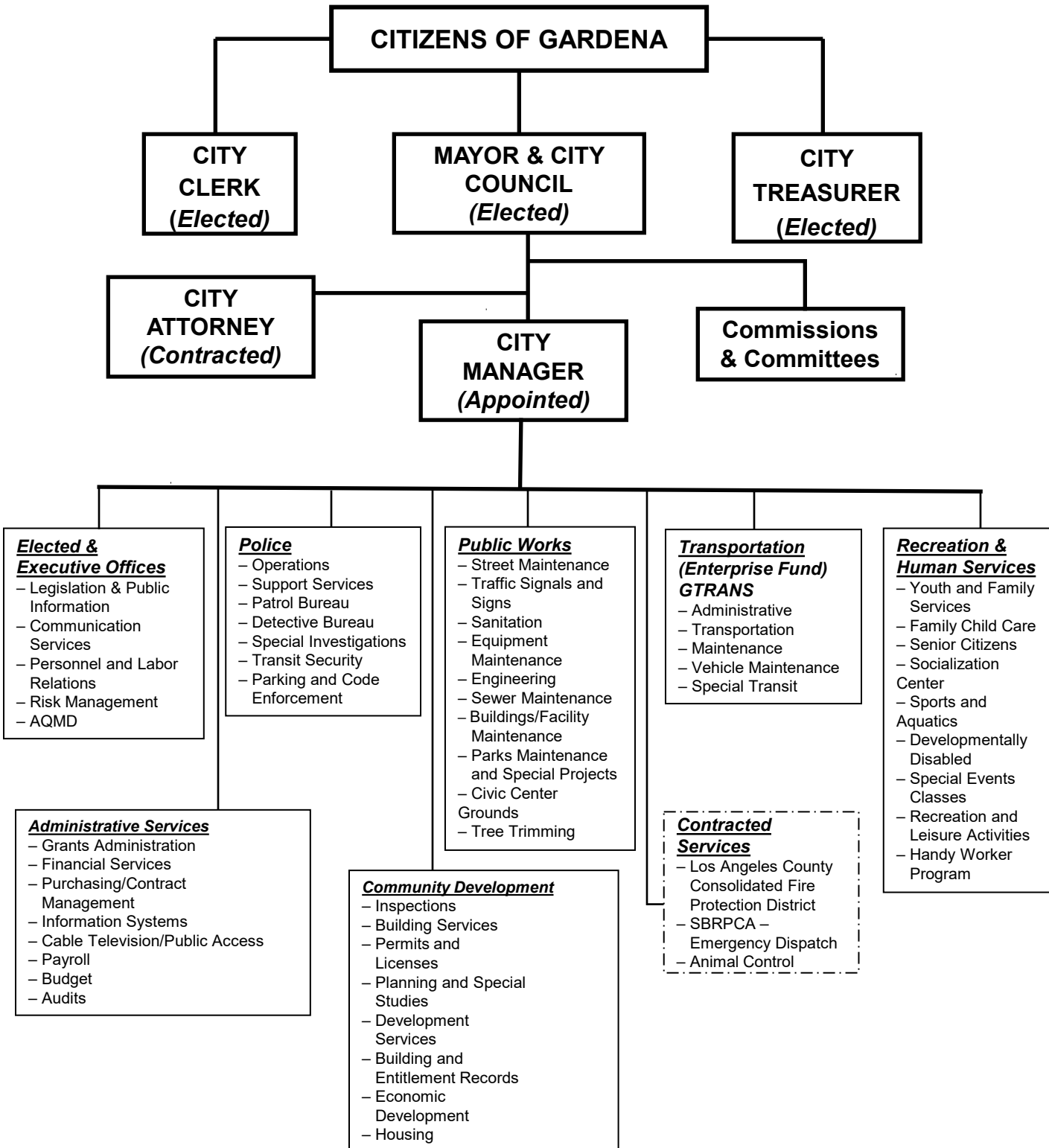
For its Comprehensive Annual
Financial Report
For the Fiscal Year Ended

June 30, 2020

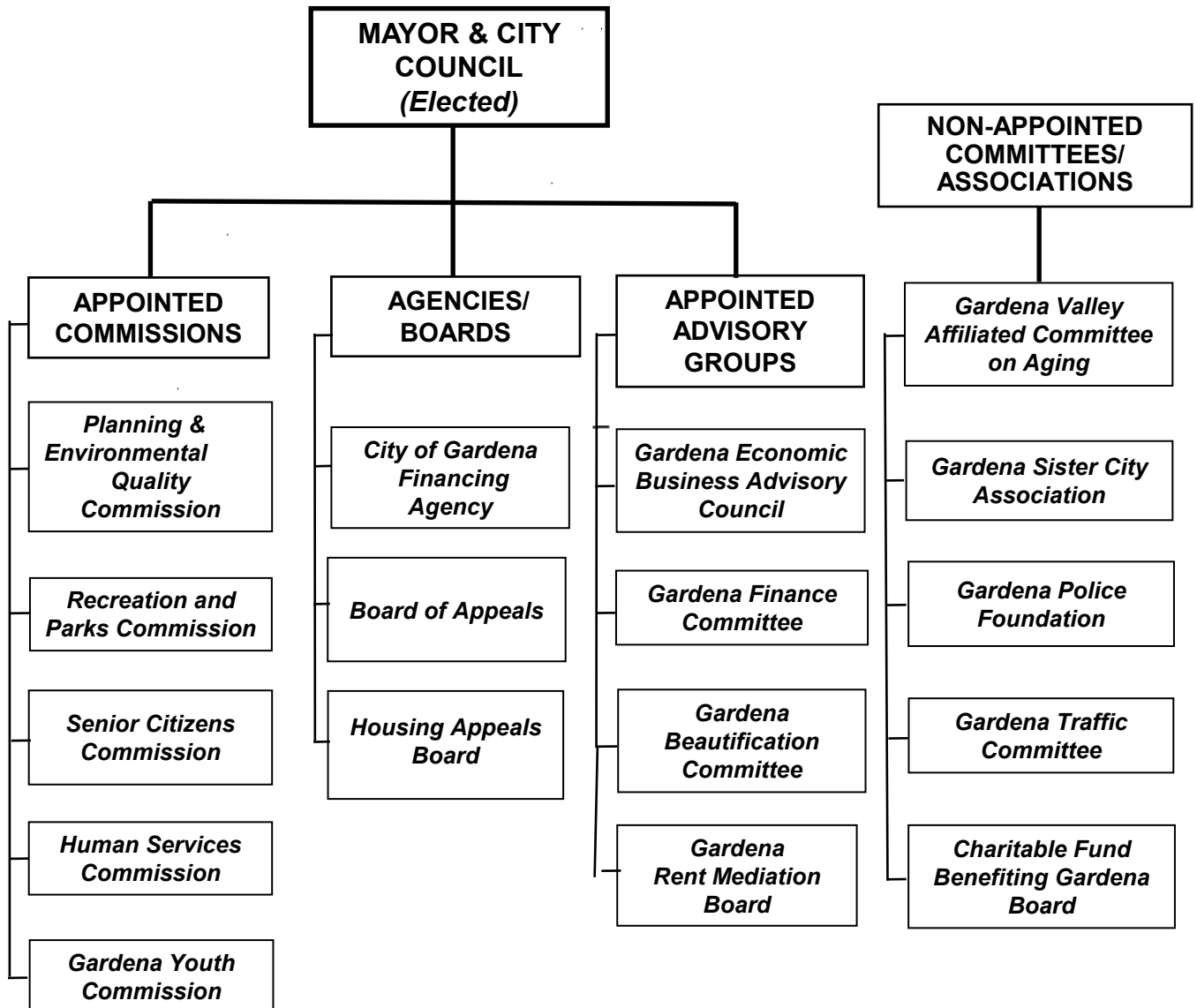
Christopher P. Morrell

Executive Director/CEO

CITY OF GARDENA ORGANIZATION CHART



CITY OF GARDENA
COMMISSIONS, BOARDS, COMMITTEES, ETC.



OFFICIALS OF THE CITY OF GARDENA, CALIFORNIA

FISCAL YEAR 2020 – 2021

CITY OF GARDENA

CITY COUNCIL

Tasha Cerda, Mayor
Rodney G. Tanaka, *Mayor Pro Tem*
Paulette C. Francis, *Councilmember*
Art Kaskanian, *Councilmember*
Mark E. Henderson, *Councilmember*

Administration Officials and Department Heads

City Manager.....	Clint Osorio
Director of Administrative Services	Ray Beeman
City Treasurer	J. Ingrid Tsukiyama
City Clerk	Mina Semenza
City Attorney	Carmen Vasquez
Chief of Police	Michael Saffell
Public Works Director	Allan Rigg
Director of Recreation and Human Services	Stephany Santin
Community Development Director.....	Greg Tsujiuchi
Transportation Director.....	Ernie Crespo
Assistant Fire Chief – LA County Fire District.....	Scott Hale

City of Gardena

Annual Comprehensive Financial Report For the Year Ended June 30, 2021



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INDEPENDENT AUDITORS' REPORT

To the Honorable Mayor and the Members of the City Council
of the City of Gardena
Gardena, California

Report on the Financial Statements

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Gardena, California (the "City"), as of and for the year ended June 30, 2021, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America, and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the City's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City, as of June 30, 2021, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis, the Budgetary Comparison Schedules, the Schedule of Changes in Net Pension Liability and Related Ratios, the Schedule of City's Proportionate Share of the Net Pension Liability and Related Ratios, the Schedules of Contributions – Pensions, the Schedules of Changes in Net Other Postemployment Benefits Liability and Related Ratios, and the Schedules of Contributions – Other Postemployment Benefits on pages 5 through 15 and 95 through 111 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the Required Supplementary Information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The Introductory Section, the Combining and Individual Nonmajor Fund Financial Statements, and the Statistical Section are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The Combining and Individual Fund Financial Statements are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the Combining and Individual Fund Financial Statements are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

The Introductory and the Statistical Sections have not been subjected to the auditing procedures applied in the audit of the basic financial statements, and accordingly, we do not express an opinion or provide any assurance on them.

To the Honorable Mayor and the Members of the City Council
of the City of Gardena
Gardena, California
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Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated December 9, 2021, on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.

The Pw Group, LLP

Santa Ana, California
December 9, 2021

City of Gardena

*Annual Comprehensive Financial Report
For the Year Ended June 30, 2021*



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City of Gardena Management's Discussion and Analysis

As management of the City of Gardena (City), California, we offer readers of the City's financial statements this narrative overview and analysis of the financial activities of the City for the fiscal year ended June 30, 2021. We encourage readers to consider the information presented here in conjunction with additional information that we have furnished in our letter of transmittal, which can be found in the introductory section of this report, as well as with the City's financial statements, which follow this discussion.

Financial Highlights

- ◆ The liabilities and deferred inflows of resources of the City exceeded its assets and deferred outflows of resources at the close of the 2020-2021 fiscal year by \$(40,347,991), which resulted in the City having a negative net position. The negative positions were due primarily to GASB Statements No. 68, *Accounting and Financial Reporting for Pensions* and GASB No. 75 *Accounting and Financial Reporting for Postemployment benefits other than pensions*. The Net Pension Liabilities and Other post-employment benefits (OPEB) were included within the government-wide financial statements for both governmental and business-type financial reporting. At close of 2020-2021 fiscal year, the City's Net Pension Liabilities were \$85,202,345 and \$23,777,439 for governmental and business-type activities for a total of \$108,979,784. The City's other post-employment benefit liabilities were \$73,792,590 and \$6,828,246 for governmental and business-type activities for a total of \$80,620,836.
- ◆ The City's total net position increased by \$22,010,638 in 2020-2021. Net position of governmental activities increased by \$14,172,885 while net position of business type activities increased by \$7,837,753. The increase for governmental activities was due primarily to 1) Passage of Measure G, which was a three-quarter cent (0.75%) transactions and use tax that was passed on March 3, 2020, and took effect on July 1, 2020, which resulted in an additional \$9.4 Million in revenue and 2) The American Rescue Plan Act , which was guaranteed direct relief to cities, towns and villages in the United States was passed on March 11, 2021 and the City of Gardena was allocated \$15,002,061 which it received 50%, or \$7,501,031, in additional funds for 2020-2021 fiscal year.
- ◆ At the close of the 2020-2021 fiscal year, the City's governmental funds reported combined fund balances of \$44,487,333, an increase of \$17,901,063 in comparison to the prior year. General Fund increased by \$18,147,653. The increase is due primarily to the Passage of Measure G, which resulted in sales tax revenue being higher than budget by about \$7.4 Million, the passage of the American Rescue Plan Act, which the City received \$7.5 million, along with the overall economy rebounding and not being hit as hard from the Covid-19 pandemic as originally expected. This unexpected economic improvement had an increase across the majority of the revenue categories with an overall increase of over \$22 million compared to the prior year. The City expenditures, in contrast, only increased by approximately \$2 million compared to the prior year as it took proactive action to reduce costs during the fiscal year in the form of layoffs, furloughs and across the board freezes in addition to issuing a \$101 Million Pension Obligation Bond, which saved the City \$1.9 Million in 2020-2021 fiscal year and over \$51 Million over the lifetime of the bond. Economic development grants special revenue fund increased by \$610k, as a result of the City receiving additional Park In Lieu revenue due to the increase in City projects.
- ◆ At the end of the 2020-2021 fiscal year, the unrestricted fund balance (the total of the committed, assigned, and unassigned components of fund balance) for the General Fund was \$28,782,228, or approximately 47% of total General Fund expenditures.

City of Gardena Management's Discussion and Analysis (Continued)

- ◆ The City's total outstanding long-term debt increased by \$78,048,607 during the 2020-2021 fiscal year. The increase is primarily attributable to the City issuing \$101,490,000 in Taxable Pension Obligation Bonds, to finance a portion of the City's unfunded accrued actuarial liability to the California Public Employees Retirement System (CalPERS) for the benefit of the City's employees and to pay the costs of the issuance of the bonds. These bonds accrue interest at rates between 1.081% and 3.363% over an 18-year period and are projected to save the city \$51 Million over the life of the bond.

Overview of the Financial Statements

The discussion and analysis provided here are intended to serve as an introduction to the City's basic financial statements. The City's basic financial statements consist of three components: 1) government-wide financial statements; 2) fund financial statements; and 3) the notes to financial statements. This report also includes supplementary information intended to furnish additional detail to support the basic financial statements themselves.

Government-wide Financial Statements. The *government-wide financial statements* are designed to provide readers with a broad overview of the City's finances, in a manner similar to a private-sector business.

The *statement of net position* presents financial information about all of the City's assets, deferred outflows of resources, liabilities, and deferred inflows of resources, with the difference reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the City is improving or deteriorating.

The *statement of activities* presents information showing how the City's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, *regardless of the timing of related cash flows*. Thus, revenues and expenses are reported for some items that will only result in cash flows in future fiscal periods (e.g., uncollected taxes and earned but unused vacation leave).

Both of the government-wide financial statements distinguish functions of the City that are principally supported by taxes and intergovernmental revenues (*governmental activities*) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (*business-type activities*). The governmental activities of the City include general government, public safety, public works, community development, and recreation and human services. The business-type activities of the City include GTrans and the City's Sewer Maintenance Program.

The government-wide financial statements can be found on pages 20-23 of this report.

Fund Financial Statements. A *fund* is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The City, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance related legal requirements. All of the funds of the City can be divided into three categories: governmental funds, proprietary funds, and fiduciary funds.

Governmental Funds. *Governmental funds* are used to account for essentially the same functions reported as *governmental activities* in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on *near-term inflows and outflows of spendable resources*, as well as on *balances of spendable resources* available at the end of the fiscal year. Such information may be useful in assessing a government's near-term financing requirements.

City of Gardena

Management's Discussion and Analysis (Continued)

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for *governmental funds* with similar information presented for *governmental activities* in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between *governmental funds* and *governmental activities*.

Overview of the Financial Statements (Continued)

The City maintains twelve (12) individual governmental funds. Information is presented separately in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures, and changes in fund balances for the General Fund, the Economic Development Grants Special Revenue Fund, and the City Debt Service Fund, which are considered to be major funds. Data from the other nine (9) governmental funds are combined into a single aggregated presentation. Individual fund data for each of these nonmajor governmental funds is provided in the form of combining statements in the combining and individual fund statements and schedules section of this report.

The City adopts an annual appropriated budget for its general fund. A budgetary comparison statement has been provided for the general fund to demonstrate compliance with this budget.

The governmental fund financial statements can be found on pages 28-34 of this report.

Proprietary Funds. The City maintains two (2) different types of proprietary funds. *Enterprise Funds* are used to report the same functions presented as *business-type activities* in the government-wide financial statements. The City uses enterprise funds to account for its transit operation and for its sewer maintenance. *Internal Service Funds* are an accounting device used to accumulate and allocate costs internally among the City's various functions. The City uses internal service funds to account for the management of its retained risks which includes liability insurance, workers' compensation, and health insurance. Because all of these services predominantly benefit governmental rather than business-type functions, they have been included within *governmental activities* in the government-wide financial statements.

Proprietary funds provide the same type of information as the government-wide financial statements, only in more detail. The proprietary fund financial statements provide separate information for the transit operation and for the sewer maintenance, both of which are considered to be major funds of the City. Conversely, internal service funds are combined into a single, aggregated presentation in the proprietary fund financial statements. Individual fund data for the internal service funds are provided in the form of combining statements in the combining and individual fund statements and schedules section of this report.

The proprietary fund financial statements can be found on pages 36-41 of this report.

Notes to the Financial Statements. The notes provide additional information that is necessary to acquire a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found on pages 47-92 of this report.

City of Gardena

Management's Discussion and Analysis (Continued)

Overview of the Financial Statements (Continued)

Other Information. In addition to the basic financial statements and accompanying notes, this report also presents *required supplementary information* concerning the City's funding its obligation to provide pension and OPEB benefits to its employees and includes Budgetary Comparison schedules for the General Fund and the Economic Development Grants Special Revenue Fund. Required supplementary information can be found on pages 95-111 of this report

The combining statements, referred to earlier in connection with nonmajor governmental funds and internal service funds, are presented immediately following the required supplementary information. Combining and individual fund statements and schedules can be found on pages 116-143 of this report.

Government-wide Overall Financial Analysis

As noted earlier, net position, over time, may serve as a useful indicator of a government's financial position. In the case of the City, liabilities and deferred inflows of resources exceeded assets and deferred outflows of resources by \$40,347,991 at the close of the 2020-2021 fiscal year.

CITY OF GARDENA NET POSITION						
	Governmental Activities		Business-type Activities		TOTAL	
	2021	2020	2021	2020	2021	2020
Current and other assets	\$ 72,359,766	\$ 50,028,023	\$ 11,619,780	\$ 8,372,460	\$ 83,979,546	\$ 58,400,483
Capital assets	50,331,013	47,695,714	60,030,514	50,474,813	110,361,527	98,170,527
Total assets:	122,690,779	97,723,737	71,650,294	58,847,273	194,341,073	156,571,010
Deferred outflow of resources related to pensions	94,396,978	21,218,115	24,812,818	3,912,248	119,209,796	25,130,363
Deferred outflow of resources related to OPEB	14,774,417	6,809,961	780,373	540,702	15,554,790	7,350,663
Total deferred outflows of resources:	109,171,395	28,028,076	25,593,191	4,452,950	134,764,586	32,481,026
Current liabilities	21,249,985	18,536,139	17,013,122	14,908,681	38,263,107	33,444,820
Non-current liabilities:						
Long-term liabilities-due in more than one year	105,836,442	29,862,663	22,871,698	1,286,037	128,708,140	31,148,700
Aggregate net pension liabilities	85,202,345	80,273,349	23,777,439	21,849,446	108,979,784	102,122,795
Aggregate net other postemployment benefits liabilities	73,792,590	63,714,643	6,828,246	6,310,647	80,620,836	70,025,290
Subtotal non-current liabilities	264,831,377	173,850,655	53,477,383	29,446,130	318,308,760	203,296,785
Total liabilities:	286,081,362	192,386,794	70,490,505	44,354,811	356,571,867	236,741,605
Deferred inflows of resources related to pensions	4,961,148	6,616,896	272,184	508,297	5,233,332	7,125,193
Deferred inflows of resources related to OPEB	7,129,550	7,230,894	518,900	312,973	7,648,450	7,543,867
Total deferred inflows of resources:	12,090,698	13,847,790	791,084	821,270	12,881,782	14,669,060
Net Investment in Capital Assets	29,523,008	30,055,713	60,014,796	50,474,813	89,537,804	80,530,526
Restricted	19,325,200	16,101,615	-	-	19,325,200	16,101,615
Unrestricted (deficit)	(115,158,094)	(126,640,099)	(34,052,901)	(32,350,671)	(149,210,995)	(158,990,770)
Total Net Position:	<u><u>\$ (66,309,886)</u></u>	<u><u>\$ (80,482,771)</u></u>	<u><u>\$ 25,961,895</u></u>	<u><u>\$ 18,124,142</u></u>	<u><u>\$ (40,347,991)</u></u>	<u><u>\$ (62,358,629)</u></u>

City of Gardena

Management's Discussion and Analysis (Continued)

Government-wide Overall Financial Analysis (Continued)

By far, the largest portion of the City's net position reflects its investment in capital assets (e.g., land, buildings, machinery, equipment, vehicles, and infrastructure), less any related outstanding debt that was used to acquire those assets. The City uses these capital assets to provide a variety of services to its citizens. Accordingly, these assets are not available for future spending. Although the City's investment in capital assets is reported net of related debt, it should be noted that the resources used to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

The City's largest liabilities are their long-term liabilities - due in more than one year, which increased from \$29,862,663 in 2019-2020 to \$105,836,442 in fiscal year 2020-2021, or an increase of \$75,973,779, as a result of the City issuing Taxable Pension Obligation Bonds in the amount of \$101 million to save a total of \$51 million over the 18-year bond period in November 2020. The additional long-term liabilities are net pension liabilities of \$85,202,345, an increase of \$4.9 Million, and Other Post-Employment Benefits (OPEB) of \$73,792,590, an increase of \$10.1 million compared to the prior year. These three liabilities total \$264,831,377, or 93%, of the total liability balance of \$286,081,362 at June 30, 2021.

An additional portion of the City's net position (Restricted) represents resources that are subject to external restrictions on how they may be used. The remaining balance of \$(115,158,094) is unrestricted and if positive, may be used to meet the government's ongoing obligations to its citizens and creditors which include the net debt, OPEB and Pension liabilities.

At the end of the 2020-2021 fiscal year, the City is able to report positive balances in all reported categories of net position with the exception of unrestricted, both for the government as a whole, as well as for its separate governmental and business-type activities. The negative in unrestricted net position is a result of 1) Long term pension bond debt as a result of the newly issued Pension Obligation Bond (POB) 2) GASB 68, which is for pension liabilities and 3) GASB 75, which is for other post-employment benefit liabilities. These three items made up approximately 93% of the overall \$286,081,362 in Total Liabilities in 2020-2021 fiscal year.

The City's overall net position increased by \$22,010,638 from the prior fiscal year. The reasons for this overall increase are discussed in the below sections for governmental activities and business-type activities.

Governmental Activities. During 2020-2021 fiscal year, net position for governmental activities increased by \$14,172,885 from the prior fiscal year for an ending balance of \$(66,309,886). The increase in the overall net position was primarily related to: 1) Total Revenues increased by \$25 million or 39% compared to the prior year, which is due primarily to the passage of Measure G (three-quarter cent (0.75%) transactions and use tax that was passed on March 3, 2020), which resulted in sales tax revenue being higher than budget by about \$7.4 Million, the passage of the American Rescue Plan Act, which the City received \$7.5 million in 2020-2021 fiscal year, along with the overall economy rebounding and not being hit as hard from the Covid-19 pandemic as originally expected; and 2) a decrease in expenses for the governmental activities by \$1.8 million or 2.4% compared to the prior year; primarily as a result of the concession made by all of the unions which the approximate savings totaled \$4.7 million for 2020-2021 fiscal year and included layoffs, furloughs, freezes of cost of living adjustments and freezes in cash-outs.

City of Gardena

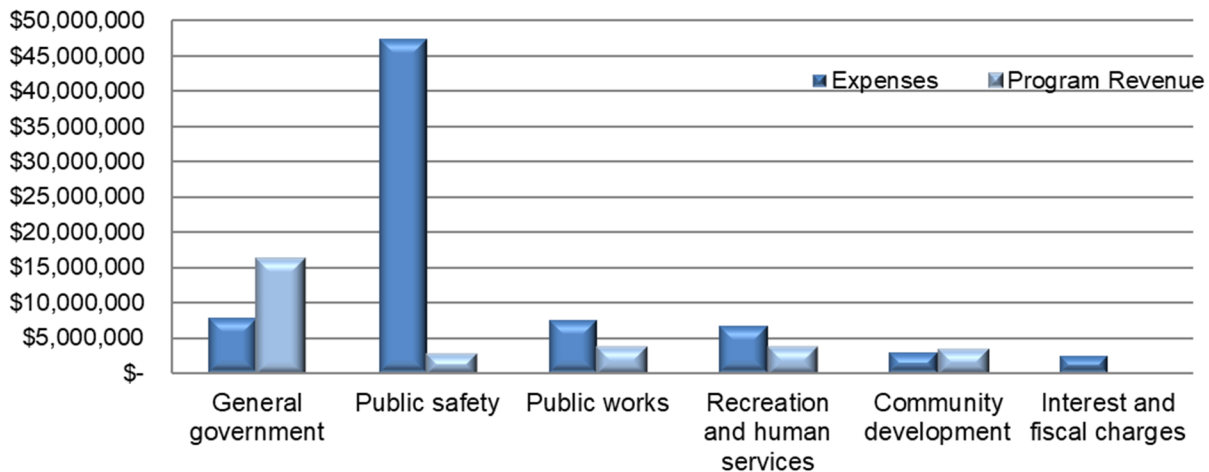
Management's Discussion and Analysis (Continued)

Government-wide Overall Financial Analysis (Continued)

CITY OF GARDENA'S CHANGES IN NET POSITION

	Governmental Activities		Business -type Activities		TOTAL	
	2021	2020	2021	2020	2021	2020
Revenues:						
<i>Program Revenues:</i>						
Charges for services	\$ 12,202,470	\$ 11,809,716	\$ 2,821,240	\$ 4,090,705	\$ 15,023,710	\$ 15,900,421
Operating grants and contributions	14,663,306	3,351,864	20,725,314	21,277,188	35,388,620	24,629,052
Capital grants and contributions	3,017,989	1,621,611	14,856,026	1,962,998	17,874,015	3,584,609
<i>General Revenues:</i>						
Property taxes	8,799,364	8,205,539	-	-	8,799,364	8,205,539
Sales and other taxes	51,745,921	38,769,290	-	-	51,745,921	38,769,290
Investment income and miscellaneous	(57,164)	1,036,057	125,924	162,760	68,760	1,198,817
Gain on sale of assets	(1,163,674)	(863,795)	-	16,411	(1,163,674)	(847,384)
Total Revenues:	89,208,212	63,930,282	38,528,504	27,510,062	127,736,716	91,440,344
Expenses:						
General government	7,807,099	7,383,173	-	-	7,807,099	7,383,173
Public safety	47,363,640	47,760,821	-	-	47,363,640	47,760,821
Public works	7,543,698	10,958,845	-	-	7,543,698	10,958,845
Recreation and human services	6,766,739	6,600,989	-	-	6,766,739	6,600,989
Community development	2,986,934	2,692,644	-	-	2,986,934	2,692,644
Interest and fiscal charges	2,532,013	1,156,041	-	-	2,532,013	1,156,041
Enterprise operations	-	-	30,725,955	32,676,417	30,725,955	32,676,417
Total Expenses:	75,000,123	76,552,513	30,725,955	32,676,417	105,726,078	109,228,930
Increase (decrease) in Net Position before other revenues and transfers	14,208,089	(12,622,231)	7,802,549	(5,166,355)	22,010,638	(17,788,586)
Transfers	(35,204)	117,869	35,204	(117,869)	-	-
Change in Net Position	14,172,885	(12,504,362)	7,837,753	(5,284,224)	22,010,638	(17,788,586)
Net position- beginning of year	(80,482,771)	(67,978,409)	18,124,142	23,408,366	(62,358,629)	(44,570,043)
Net position - end of year	\$ (66,309,886)	\$ (80,482,771)	\$ 25,961,895	\$ 18,124,142	\$ (40,347,991)	\$ (62,358,629)

Expenses and Program Revenues - Governmental Activities



City of Gardena Management's Discussion and Analysis (Continued)

Government-wide Overall Financial Analysis (Continued)

Business-type Activities. In the 2020-2021 fiscal year, the City's *business-type activities* increased the net position by \$7,837,753 or 43% compared to the prior year balance for the fiscal year ended June 30, 2021. Business-type activities revenue increased by \$10,989,059 or 40% compared to the prior year for a total \$38,499,121 in revenues at year-end. In comparison to the prior fiscal year, the charges for services decreased by \$1,298,849 or 32%, due to the Covid-19 pandemic and that GTrans reduced service and stopped enforcing fare collection. Operating grants and contributions decreased by \$551,873 or 3% compared to the prior fiscal year, primarily due to Covid-19, GTrans stopped enforcing fare collection, which reduced passenger fare revenues. Therefore, GTrans used more operating subsidies to cover the shortfall, which included Emergency Relief Assistance and CARES funds. Capital grants and contributions increased by \$12,893,028 or 657% primarily due to several capital projects advancing in 2021; the purchase of 18 CNG buses, Big Belly trash cans, scheduling and operations management software, farebox upgrade, CAD/AVL and the bus signal priority projects. Investment income and miscellaneous decreased \$36,836 or 23% compared to the prior year due to the significant decreases in interest rates as the federal reserve tried to keep the rates low to help stimulate the economy in response to the Covid-19 pandemic. Expenses for operations decreased by \$1,979,846 or 6% compared to prior year, which was largely due to the lower salaries, lower over-time, the issuance of the Pension Obligation Bond which saved pension related expenditures.

Financial Analysis of Governmental Funds

As noted earlier, the City uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental Funds. The focus of the City's *governmental funds* is to provide information about near-term inflows, outflows, and balances of spendable resources. Such information is useful in assessing the City's financing requirements. In particular, an unassigned fund balance may serve as a useful measure of a government's net resources available for discretionary use as they represent the portion of fund balance which has not yet been limited to use for a particular purpose by either an external party, the City itself, or a group or individual that has been delegated authority to assign resources for use for particular purposes by the City's Council.

On June 30, 2021, the City's governmental funds reported combined fund balances of \$44,487,333 an increase of \$17,901,063, or 67% in comparison with the prior year. Approximately (2%) of this amount is \$(1,102,809) and constitutes an *unassigned fund balance*, which if positive would be available for spending at the government's discretion. The remainder of the fund balance is either *nonspendable*, *restricted*, *committed*, or assigned to indicate that it is: 1) not in spendable form \$1,556,450 ; 2) restricted for purposes \$16,660,769 ; 3) committed for purposes \$18,697,703 ; or 4) assigned for purposes \$8,670,503.

The General Fund is the chief operating fund of the City. At the end of the 2020-2021 fiscal year, the unassigned fund balance of the General Fund was \$200,000, while the total fund balance increased from \$10,634,575 to \$28,782,228, an increase of \$18,147,653 or a 63% increase from the prior year. As a measure of the General Fund's liquidity, it may be useful to compare both the unassigned fund balance and the total fund balance to total general fund expenditures. Unassigned fund balance represents approximately 0.3% of total general fund expenditures, while total fund balance represents approximately 46.7% of that same amount.

City of Gardena

Management's Discussion and Analysis (Continued)

Financial Analysis of Governmental Funds (Continued)

The fund balance of the City's General Fund increased by \$18,147,653 during the 2020-2021 fiscal year. The Top 5 Revenue generators, which make up 70% of the General Fund Original Adopted Budget for Fiscal Year 2020-2021, was up \$8.2 million compared to the budgeted amount or 21% ; 1) Sales Tax revenue was up \$7.4 million compared to budget as the City passed Measure G and a majority of the sales tax generators did significantly better than expected when the budget was completed during the middle of the Covid-19 pandemic ; 2) Card Club revenue was down \$746K compared to the budget as both casinos were closed on and off as a result of the pandemic and had to operate at diminished capacities to be in compliance with the Covid-19 guidelines; 3) Property Taxes were up \$900K compared to budget with the continued thriving development in the City and higher housing prices in the region; 4) Utility Users Tax decreased by \$29K as price competition in the industries drives pricing down as well as a drive for more conservation of energy sources; and 5) Motor Vehicle In-Lieu increased by \$624K from the budget primarily based on volume and updated fee rates.

The Economic Development Grants Special Revenue Fund, a major fund, had an increase of \$610K in fund balance during the fiscal year primarily due to an additional \$500K in park in lieu related fees for the various development projects within the city that were completed in the fiscal year.

The debt service fund, a major fund, had a decrease of \$24,605 in fund balance during the fiscal year, due to a decrease in interest earned on the City's required reserve balance during the year as interest rates decreased.

Proprietary Funds. The City's proprietary funds provide the same type of information found in the government-wide financial statements, but in more detail.

Unrestricted net position of GTrans at the end of the fiscal year was \$(26,708,005) and for the Sewer Fund was \$1,728,751. The total increase in net position for GTrans was \$6,406,005 and the Sewer Fund net position increased by \$1,532,070, respectively. GTrans increase in net position was due to the increases in capital assets and the issuance of the Taxable Pension Obligation Bonds. The Sewer Fund increase is based on the increase in sewer rates combined with not being able to start the sewer capital project for the year as a result of the COVID-19 pandemic led to less expenditures and higher cash balances.

General Fund Budgetary Highlights

The final amended budget for revenue was the same as the original budget. Actual revenue was up by \$17.5 million or 32% compared to the final budget primarily because of the passage of Measure G, which became effective on July 1, 2020 and it's increase in sales tax revenue of about \$9 million, the unbudgeted American Rescue Plan funds of \$7.5 million and the majority of the city's major revenue generators were either above the budgeted amount or slightly below with the exception of the card clubs which were down \$764K compared to budget as a result of the Covid-19 pandemic related closures. A detailed budgetary comparison schedule for the year ended June 30, 2021, is presented as required supplementary information following the notes to the financial statements.

City of Gardena

Management's Discussion and Analysis (Continued)

General Fund Budgetary Highlights (Continued)

The final amended budget for combined General Fund expenditures was the same as the original budget. Actual expenditures were more than the final amended budget by around \$3.6 Million or 6% percent more including transfers out, which was primarily due to the increase in expenditures related the transfers out category to clear up negatives in other funds, contribute funds to the other post-employment benefits fund, the City's deferred maintenance account and the vehicle maintenance fund. A detailed budgetary comparison schedule for the year ended June 30, 2021, is presented as required supplementary information following the notes to the financial statements.

Capital Assets and Debt Administration

Capital Assets. The City's investment in capital assets for its governmental and business-type activities as of June 30, 2021, amounts to \$110,361,527 (net of accumulated depreciation). This investment in capital assets includes land, buildings, machinery, equipment, vehicles, park facilities, roads, and highways. The total increase in capital assets compared to prior year was \$12,191,000 or 12.4 %, primarily due to more capital projects being completed in 2020-2021 fiscal year.

CITY OF GARDENA'S CAPITAL ASSETS (Net of depreciation)

	Governmental Activities		Business -type Activities		TOTAL	
	2021	2020	2021	2020	2021	2020
Non-depreciable assets:						
Land	\$ 9,708,520	\$ 7,539,683	\$ 12,956,405	\$ 12,956,405	\$ 22,664,925	\$ 20,496,088
Monuments	63,893	51,624	-	-	63,893	51,624
Construction in progress	3,580,865	2,517,225	1,865,040	1,576,534	5,445,905	4,093,759
Total Non-depreciable assets	13,353,278	10,108,532	14,821,445	14,532,939	28,174,723	24,641,471
Capital assets, being depreciated:						
Building/structures and improvements	5,596,156	5,346,189	27,107,074	28,129,982	32,703,230	33,476,171
Buses	-	-	14,494,670	4,657,576	14,494,670	4,657,576
Machinery and equipment	3,646,455	3,882,372	2,951,194	2,448,269	6,597,649	6,330,641
Furniture and fixtures	-	-	66,572	82,799	66,572	82,799
Infrastructure	-	-	589,559	623,248	589,559	623,248
Street lights network	301,557	344,637	-	-	301,557	344,637
Traffic lights network	695,316	1,126,676	-	-	695,316	1,126,676
Roadway network	26,738,251	26,887,308	-	-	26,738,251	26,887,308
Total depreciable assets (net)	36,977,735	37,587,182	45,209,069	35,941,874	82,186,804	73,529,056
Total capital assets	\$ 50,331,013	\$ 47,695,714	\$ 60,030,514	\$ 50,474,813	\$ 110,361,527	\$ 98,170,527

Major capital asset events during the 2020-2021 fiscal year included the following:

- Completion of Ken Nakaoka Community Center Improvement
- Completion of Local Street Improvement Project
- Completion of Pedestrian Safety Improvement Pproject
- Acquisition of 18 CNG Buses

Additional information on the City's capital assets can be found in Note 7 on pages 65-66 of this report.

City of Gardena

Management's Discussion and Analysis (Continued)

Capital Assets and Debt Administration (Continued)

Long-term Debt. At the end of the 2020-2021 fiscal year, the City had total bonded debt outstanding of \$97,128,666. The City's long-term debt increased by \$78,048,607 or 409% compared to prior year based on the City issuing \$101,490,000 in Taxable Pension Obligations Bonds in November 2020, to consolidate and pay off its Unfunded Accrued Liabilities (UAL) with CalPERS at an average rate of 3.5% compared to the 7% rate being charge by CalPERS for an estimated lifetime savings of \$51 million dollars.

CITY OF GARDENA'S OUTSTANDING DEBT

	Governmental Activities		Business-Type Activities		TOTAL	
	2021	2020	2021	2020	2021	2020
Refunding Revenue Bonds	\$ 10,310,000	\$ 10,480,000	\$ -	\$ -	\$ 10,310,000	\$ 10,480,000
Certificates of Participation	7,150,000	7,700,000	-	-	7,150,000	7,700,000
Direct Purchase Lease	845,000	1,120,000	-	-	845,000	1,120,000
- Bond discount	(206,057)	(219,941)	-	-	(206,057)	(219,941)
Pension Obligation Bonds	79,029,723	-	22,250,277	-	101,280,000	-
SCE On-Bill Financing Loan	53,749	68,045	-	-	53,749	68,045
Loan Payable	3,545,880	3,459,655	-	-	3,545,880	3,459,655
Total	\$ 100,728,295	\$ 22,607,759	\$ 22,250,277	\$ -	\$ 122,978,572	\$ 22,607,759

The City maintains an existing lease rating of "A+" rating from Standard & Poor's and an "A1" rating with Moody's for its general fund lease supported debt as of June 30, 2021. The City's issuer ratings are "AA-" with S & P and "Aa3" with Moody's.

Additional information about the City's long-term debt can be found in Note 8 on pages 67-72 of this report.

Economic Factors and Next Year's Budget and Rates

In the past few years, the daily lives of our community have been drastically altered by the Covid-19 pandemic, we have gone through the Los Angeles County Safer at Home order, learned to physically distance without socially distancing, and utilized technology to remain socially connected. Having gone thru all this, and learning to do more with less, were coming out of this pandemic in a significantly better financial position based on the significant but necessary actions taken with the support of our City Council, all the City bargaining groups and all the tremendous city staff and city leadership that make the City of Gardena the best city in the South Bay.

As a result of this, our Top 5 Adopted Budgeted revenue sources, which make up 73% of the City's General Fund, have been changed to include: 1) Sales and Use Tax - \$20.2 million (30%), 2) Property Taxes - \$8.7 million (13%), 3) Card Club Gross Revenue Fees - \$7.5 million (11%) 4) Vehicle License Fees - \$7.4 million (11%), and 5) Utility Users Tax - \$4.9 million (11%).

When the City first adopted the budget for fiscal year 2021-2022 back in June 2020 the city was forecasting sharp declines in all of the major revenue categories, as a result of the Covid-19 pandemic, except for sales tax and adopted a \$330K Budget deficit for the first time in at least over a decade. During the fiscal year 2020-2021, it became apparent that due to the city leadership and their foresight to tirelessly pursue the passage of Measure G, the City was able to recognize \$3.4 million more in revenue than adopted for fiscal year 2020-2021. This in addition to a majority of the other major revenue categories aside from the card clubs all had increases compared to the adopted budget or minimal decreases.

City of Gardena

Management's Discussion and Analysis (Continued)

As a result of 2020-2021 fiscal year actual results, the City did a complete review of its original adopted budget for 2021-2022 and revised the budget to more accurately match the updated economic forecast. Sales Tax was budgeted to be \$20.2 million or \$4.3 million more than the originally adopted budget based on the prior year results and general upswing in the economy particularly in the construction industry. Card club revenues were budgeted at \$7.5 million, an increase of \$607K from the original budget, with the casinos to be open year-round with limited restrictions in place. Property Tax was budgeted at \$8.7 million an increase of \$700K from the original budget as the housing market continues to thrive resulting in higher prices for properties and thus additional property taxes for the city. Vehicle License fees was budgeted at \$7.3 million, an increase of \$662K as the fees and demand continue to increase. The Utility Users Tax was budgeted at \$4.8 million, a decrease of \$200K compared to the original budget as the decline is a direct result of innovation in telecommunications, cellular technology, conservation efforts, and alternative fuels. As companies collaborate with each other and provide consumers with "bundled" products for substantial savings, our overall Utility Users Tax decline. Solar technology has also provided consumers with options to mitigate rising electric costs thereby also impacting our Utility Users Tax.

For the proposed budget for fiscal year 2021-2022 a surplus of \$55K was forecasted, which is a significant increase from the previous adopted budget which has a deficit of \$330,000.

In addition to the increased revenue projections, the City took a proactive approach to take advantage of the historical low interest rates and used its excellent issuer credit rating of AA- with S & P to obtain a Lease Revenue Bond in the amount of \$15 million dollars with a 20 year term at 1.98% true interest cost over the life of the bond. These bonds will be used to fund various capital projects including the Gardena Community Aquatic & Senior Center, The Community Center and various Park Improvements.

Requests for Information

This financial report is designed to provide our citizens, taxpayers, customers, investors, and creditors with a general overview of the City's and to show the city's accountability for the money it receives. If you have questions about this report or need additional financial information, contact the Administrative Services Department, 1700 W. 162nd Street, Gardena, CA 90247.

City of Gardena

*Annual Comprehensive Financial Report
For the Year Ended June 30, 2021*



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BASIC FINANCIAL STATEMENTS

City of Gardena

*Annual Comprehensive Financial Report
For the Year Ended June 30, 2021*



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GOVERNMENT-WIDE FINANCIAL STATEMENTS

City of Gardena
Statement of Net Position
June 30, 2021

	Primary Government		
	Governmental Activities	Business-Type Activities	Total
ASSETS			
Current assets:			
Cash and investments	\$ 43,242,812	\$ 17,690,387	\$ 60,933,199
Receivables, net	12,636,060	480,895	13,116,955
Due from other governments	588,121	2,567,395	3,155,516
Internal balances	9,842,652	(9,842,652)	-
Prepaid items	1,873,509	85,281	1,958,790
Inventories	46,242	638,473	684,715
Total current assets	68,229,396	11,619,779	79,849,175
Noncurrent assets:			
Restricted cash and investments:			
Cash with fiscal agent	1,970,474	-	1,970,474
Loans receivable	2,121,499	-	2,121,499
Long-term receivables	38,397	-	38,397
Capital assets:			
Nondepreciable	13,353,278	14,821,445	28,174,723
Depreciable, net	36,977,735	45,209,069	82,186,804
Total capital assets	50,331,013	60,030,514	110,361,527
Total noncurrent assets	54,461,383	60,030,514	114,491,897
Total assets	122,690,779	71,650,293	194,341,072
DEFERRED OUTFLOWS OF RESOURCES			
Deferred outflows of resources related to pensions	94,396,978	24,812,818	119,209,796
Deferred outflows of resources related to other postemployment benefits	14,774,417	780,373	15,554,790
Total deferred outflows of resources	109,171,395	25,593,191	134,764,586

City of Gardena
Statement of Net Position (Continued)
June 30, 2021

	Primary Government		
	Governmental	Business-Type	
	Activities	Activities	Total
LIABILITIES			
Current liabilities:			
Accounts payable	2,645,946	709,337	3,355,283
Accrued liabilities	309,249	93,710	402,959
Salaries and benefits payable	1,420,046	593,264	2,013,310
Retention payable	82,128	15,718	97,846
Deposits payable	2,502,022	-	2,502,022
Unearned revenue	-	14,623,238	14,623,238
Accrued interest payable	932,255	-	932,255
Compensated absences - due within one year	1,572,402	319,855	1,892,257
Claims payable - due within one year	8,389,641	-	8,389,641
Long-term debt - due within one year	3,396,296	658,000	4,054,296
Total current liabilities	21,249,985	17,013,122	38,263,107
Noncurrent liabilities:			
Compensated absences - due in more than one year	6,289,610	1,279,421	7,569,031
Claims payable - due in more than one year	2,214,833	-	2,214,833
Long-term debt - due in more than one year	97,331,999	21,592,277	118,924,276
Aggregate net pension liabilities	85,202,345	23,777,439	108,979,784
Aggregate net other postemployment benefits liabilities	73,792,590	6,828,246	80,620,836
Total noncurrent liabilities	264,831,377	53,477,383	318,308,760
Total liabilities	286,081,362	70,490,505	356,571,867
DEFERRED INFLOWS OF RESOURCES			
Deferred inflows of resources related to pensions	4,961,148	272,184	5,233,332
Deferred inflows of resources related to other postemployment benefits	7,129,550	518,900	7,648,450
Total deferred inflows of resources	12,090,698	791,084	12,881,782
NET POSITION			
Net investment in capital assets	28,550,313	60,014,796	88,565,109
Restricted for:			
Law enforcement	1,593,265	-	1,593,265
Local street improvements	9,329,940	-	9,329,940
Economic development	5,783,794	-	5,783,794
Other purposes	662,807	-	662,807
Capital projects	273,887	-	273,887
Debt service	1,681,507	-	1,681,507
Total restricted	19,325,200	-	19,325,200
Unrestricted (deficit)	(114,185,399)	(34,052,901)	(148,238,300)
Total net position (deficit)	\$ (66,309,886)	\$ 25,961,895	\$ (40,347,991)

City of Gardena
Statement of Activities
For the Year Ended June 30, 2021

Functions/Programs	Expenses	Program Revenues			
		Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Total Program Revenues
Governmental activities:					
General government	\$ 7,807,099	\$ 5,333,187	\$ 10,877,676	\$ -	\$ 16,210,863
Public safety	47,363,640	1,240,360	743,651	736,431	2,720,442
Public works	8,516,393	378,834	1,119,290	2,281,558	3,779,682
Recreation and human services	6,766,739	2,750,536	951,764	-	3,702,300
Community development	2,986,934	2,499,553	970,925	-	3,470,478
Interest and fiscal charges	2,532,013	-	-	-	-
Total governmental activities	75,972,818	12,202,470	14,663,306	3,017,989	29,883,765
Business-type Activities:					
GTrans	29,535,221	135,875	20,725,314	14,856,026	35,717,215
Sewer	1,190,734	2,685,365	-	-	2,685,365
Total business-type activities	30,725,955	2,821,240	20,725,314	14,856,026	38,402,580
Total primary government	\$ 106,698,773	\$ 15,023,710	\$ 35,388,620	\$ 17,874,015	\$ 68,286,345

City of Gardena
Statement of Activities (Continued)
For the Year Ended June 30, 2021

Functions/Programs	Net (Expense) Revenue and Changes in Net Position		
	Governmental Activities	Business-Type Activities	Total
Governmental activities:			
General government	\$ 8,403,764	\$ -	\$ 8,403,764
Public safety	(44,643,198)	-	(44,643,198)
Public works	(4,736,711)	-	(4,736,711)
Recreation and human services	(3,064,439)	-	(3,064,439)
Community development	483,544	-	483,544
Interest and fiscal charges	(2,532,013)	-	(2,532,013)
Total governmental activities	(46,089,053)	-	(46,089,053)
Business-type Activities:			
GTrans	-	6,181,994	6,181,994
Sewer	-	1,494,631	1,494,631
Total business-type activities	-	7,676,625	7,676,625
Total primary government	(46,089,053)	7,676,625	(38,412,428)
General revenues and transfers:			
General revenues:			
Taxes:			
Property taxes	8,799,364	-	8,799,364
Sales taxes	23,760,125	-	23,760,125
Business license	2,508,287	-	2,508,287
Utility users taxes	4,970,799	-	4,970,799
Franchise taxes	2,809,101	-	2,809,101
Card club	3,999,147	-	3,999,147
Other taxes	3,764,716	-	3,764,716
Total taxes	50,611,539	-	50,611,539
Vehicle license - unrestricted	7,203,563	-	7,203,563
Investment income	(57,164)	125,924	68,760
Miscellaneous	2,730,183	-	2,730,183
Gain (loss) on sale of property	(190,979)	-	(190,979)
Total general revenues	60,297,142	125,924	60,423,066
Transfers	(35,204)	35,204	-
Changes in net position	14,172,885	7,837,753	22,010,638
Net position (deficit) - beginning of year	(80,482,771)	18,124,142	(62,358,629)
Net position (deficit) - end of year	\$ (66,309,886)	\$ 25,961,895	\$ (40,347,991)

City of Gardena

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For the Year Ended June 30, 2021*



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FUND FINANCIAL STATEMENTS

Governmental Fund Financial Statements
Proprietary Fund Financial Statements
Fiduciary Fund Financial Statements

City of Gardena

*Annual Comprehensive Financial Report
For the Year Ended June 30, 2021*



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GOVERNMENTAL FUND FINANCIAL STATEMENTS

General Fund - To account for and report all financial resources not accounted for and reported in another fund.

Economic Development Grants Special Revenue Fund - To account for the seven funds used for housing and environmental issues. Four of the funds receive pass-through funding from the California Department of Housing and Urban Development ("HUD") or program income to assist cities, counties and non profit community housing development organizations to create and retain affordable housing. Eligible activities include housing rehabilitation loans to benefit lower income owners and loans for development of the low income senior rental property. One fund is used to provide off-street parking in described areas and to provide park or recreational facilities using fees received from the developers as required by the City's ordinance. Two funds receive funding from the U.S. Environmental Protection Agency ("EPA"). These grants are used to empower communities and other stakeholders in economic redevelopment to work together in a timely manner to prevent, assess, safely clean up, and sustainably use brownfields (previously unusable land).

City Debt Service Fund - To account for and report financial resources that are restricted, committed or assigned to expenditure for principal and interest.

Nonmajor Governmental Funds - To account for the aggregate of all the nonmajor governmental funds.

City of Gardena
Balance Sheet
Governmental Funds
June 30, 2021

	Major Funds		
		Economic Development Grants Special Revenue	City Debt Service
	General Fund		
ASSETS			
Cash and investments	\$ 21,645,405	\$ 2,686,550	\$ -
Cash and investments with fiscal agents	-	-	1,970,474
Receivables:			
Accounts	4,981,884	138,629	-
Taxes	5,408,914	-	-
Interest	13,186	-	-
Employees	36,306	-	-
Loans	-	2,121,499	-
Inventories	46,242	-	-
Prepaid items and deposits	1,167,780	-	290,938
Due from other governments	77,210	-	-
Due from other funds	3,316,641	-	-
Current portion of long-term receivables	38,397	-	-
Total assets	\$ 36,731,965	\$ 4,946,678	\$ 2,261,412
LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES			
Liabilities:			
Accounts payable	\$ 1,015,839	\$ 24,892	\$ -
Accrued liabilities	69,625	-	221
Salaries and benefits payable	1,344,104	-	-
Due to other funds	-	117,254	288,746
Retention payable	-	-	-
Deposits payable	2,502,022	-	-
Total liabilities	4,931,590	142,146	288,967
Deferred inflows of resources:			
Unavailable revenue	3,018,147	70,579	-
Total deferred inflows of resources	3,018,147	70,579	-
Fund balances:			
Nonspendable	1,214,022	-	290,938
Restricted	-	4,733,953	1,681,507
Committed	18,697,703	-	-
Assigned	8,670,503	-	-
Unassigned (deficit)	200,000	-	-
Total fund balances	28,782,228	4,733,953	1,972,445
Total liabilities, deferred inflows of resources, and fund balances	\$ 36,731,965	\$ 4,946,678	\$ 2,261,412

(Continued)

City of Gardena
Balance Sheet (Continued)
Governmental Funds
June 30, 2021

	Nonmajor Governmental Funds	Total Governmental Funds
ASSETS		
Cash and investments	\$ 12,039,001	\$ 36,370,956
Cash and investments with fiscal agents	-	1,970,474
Receivables:		
Accounts	2,035,015	7,155,528
Taxes	15,489	5,424,403
Interest	-	13,186
Employees	-	36,306
Loans	-	2,121,499
Inventories	-	46,242
Prepaid items and deposits	51,490	1,510,208
Due from other governments	510,911	588,121
Due from other funds	-	3,316,641
Current portion of long-term receivables	-	38,397
Total assets	\$ 14,651,906	\$ 58,591,961
LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES		
Liabilities:		
Accounts payable	\$ 1,366,919	\$ 2,407,650
Accrued liabilities	4,219	74,065
Salaries and benefits payable	75,942	1,420,046
Due to other funds	2,141,636	2,547,636
Retention payable	82,128	82,128
Deposits payable	-	2,502,022
Total liabilities	3,670,844	9,033,547
Deferred inflows of resources:		
Unavailable revenue	1,982,355	5,071,081
Total deferred inflows of resources	1,982,355	5,071,081
Fund balances:		
Nonspendable	51,490	1,556,450
Restricted	10,245,309	16,660,769
Committed	-	18,697,703
Assigned	-	8,670,503
Unassigned (deficit)	(1,298,092)	(1,098,092)
Total fund balances	8,998,707	44,487,333
Total liabilities, deferred inflows of resources, and fund balances	\$ 14,651,906	\$ 58,591,961

(Concluded)

City of Gardena

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For the Year Ended June 30, 2021*



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City of Gardena
Reconciliation of the Governmental Funds Balance Sheet
to the Government-Wide Statement of Net Position
June 30, 2021

Total Fund Balances - Total Governmental Funds	\$ 44,487,333
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Amounts reported for governmental activities in the statement of net position are different because:

Capital assets used in governmental activities are not financial resources and are not reported in the funds:

Amount reported in government-wide statement of position:

Capital assets, not being depreciated	\$ 13,353,278	
Capital assets, depreciable	109,040,222	
Less accumulated depreciation	(72,062,487)	50,331,013

Interest is recognized when due, and therefore, interest payable is not reported in the governmental funds.	(932,255)
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Long-term liabilities were not due and payable in the current period. Therefore, they were not reported in the Governmental Funds' Balance Sheet.

Long-term debt - due within one year	(3,396,296)
Long-term debt - due in more than one year	(97,331,999)
Compensated absences - due within one year	(1,572,402)
Compensated absences - due in more than one year	(6,289,610)

Net pension liability and the related deferred outflows of resources and deferred inflows of resources are not due and payable in the current period or not available for current expenditures and are not reported in the governmental fund financial statements:

Pension related deferred outflows of resources	94,396,978
Aggregate net pension liabilities	(85,202,345)
Pension related deferred inflows of resources	(4,961,148)

Net other postemployment benefits liability and the related deferred outflows of resources and deferred inflows of resources are not due and payable in the current period or not available for current expenditures and are not reported in the governmental fund financial statements:

OPEB related deferred outflows of resources	14,774,417
Aggregate net OPEB liabilities	(73,792,590)
OPEB related deferred inflows of resources	(7,129,550)

Internal service funds are used by management to charge the costs of general liability, workers' compensation and health benefit claims to individual funds. The assets and liabilities of the internal service funds are included in the governmental activities in the Government-Wide Statement of Net Position (net of \$9,073,646 allocated to business-type activities).

5,237,487

Revenues earned but not available to pay for current expenditures for governmental funds are unavailable.	5,071,082
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Net position of governmental activities	\$ (66,309,885)
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City of Gardena
Statement of Revenues, Expenditures, and Changes in Fund Balances
Governmental Funds
For the Year Ended June 30, 2021

	Major Funds		
	General	Economic Development Grants Special Revenue	City Debt Service
	Fund		
REVENUES:			
Taxes	\$ 54,483,563	\$ -	\$ -
Licenses and permits	2,389,538	-	-
Intergovernmental	8,758,293	-	-
Charges for services	5,188,250	-	-
Fines, forfeitures, and penalties	1,038,080	2,109,884	-
Use of money and property	(185,053)	18,467	24,673
Miscellaneous	554,367	68,071	993,641
Total revenues	72,227,038	2,196,422	1,018,314
EXPENDITURES:			
Current:			
General government	4,997,707	-	-
Public safety	37,333,918	-	-
Public works	5,459,913	-	-
Recreation and human services	2,487,937	-	-
Community development	1,735,453	58,282	-
Capital outlay	781,794	1,220,908	-
Debt service:			
Principal retirement	-	-	1,158,862
Interest and fiscal charges	25,215	-	1,853,199
Total expenditures	52,821,937	1,279,190	3,012,061
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	19,405,101	917,232	(1,993,747)
OTHER FINANCING SOURCES (USES):			
Transfers in	7,542,171	-	1,969,142
Transfers out	(8,803,111)	(307,010)	-
Proceeds from sale of assets	3,492	-	-
Proceeds from debt issuance	-	-	79,193,585
Costs of bond issuance	-	-	(462,321)
Contribution to pension trust	-	-	(78,731,264)
Total other financing sources (uses)	(1,257,448)	(307,010)	1,969,142
NET CHANGES IN FUND BALANCES	18,147,653	610,222	(24,605)
FUND BALANCES:			
Beginning of year	10,634,575	4,123,731	1,997,050
End of year	\$ 28,782,228	\$ 4,733,953	\$ 1,972,445

(Continued)

City of Gardena
Statement of Revenues, Expenditures, and Changes in Fund Balances (Continued)
Governmental Funds
For the Year Ended June 30, 2021

	Nonmajor Governmental Funds	Total Governmental Funds
REVENUES:		
Taxes	\$ 3,485,182	\$ 57,968,745
Licenses and permits	-	2,389,538
Intergovernmental	7,383,713	16,142,006
Charges for services	-	5,188,250
Fines, forfeitures, and penalties	20,504	3,168,468
Use of money and property	85,497	(56,416)
Miscellaneous	48,312	1,664,391
Total revenues	<u>11,023,208</u>	<u>86,464,982</u>
EXPENDITURES:		
Current:		
General government	327,563	5,325,270
Public safety	224,167	37,558,085
Public works	1,316,160	6,776,073
Recreation and human services	3,744,499	6,232,436
Community development	995,337	2,789,072
Capital outlay	3,196,997	5,199,699
Debt service:		
Principal retirement	14,296	1,173,158
Interest and fiscal charges	-	1,878,414
Total expenditures	<u>9,819,019</u>	<u>66,932,207</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	<u>1,204,189</u>	<u>19,532,775</u>
OTHER FINANCING SOURCES (USES):		
Transfers in	3,213,549	12,724,862
Transfers out	(5,249,945)	(14,360,066)
Proceeds from sale of assets	-	3,492
Proceeds from debt issuance	-	79,193,585
Costs of bond issuance	-	(462,321)
Contribution to pension trust	-	(78,731,264)
Total other financing sources (uses)	<u>(2,036,396)</u>	<u>(1,631,712)</u>
NET CHANGES IN FUND BALANCES	(832,207)	17,901,063
FUND BALANCES:		
Beginning of year	9,830,914	26,586,270
End of year	<u>\$ 8,998,707</u>	<u>\$ 44,487,333</u>

(Concluded)

City of Gardena
Reconciliation of the Governmental Funds Statement of Revenues, Expenditures, and Changes
in Fund Balances to the Government-Wide Statement of Activities and Changes in Net Position
For the Year Ended June 30, 2021

Net change in fund balances - total governmental funds: \$ 17,901,063

Amounts reported for governmental activities in the Statement of Activities are different because:

Acquisition of capital assets was reported as expenditures in the governmental funds. However, in the Government-Wide Statement of Activities, the cost of those assets was allocated over the estimated useful lives as depreciation expense. The following was the amount of capital assets recorded in the current period:

Capital outlay (\$2,206,201 of capital outlay expenditures were for current public works expenditures for repairs and maintenance and therefore, were not capitalized)	6,164,770
--	-----------

The net effect of disposal of capital assets.	(194,471)
---	-----------

Depreciation expense on capital assets was reported in the Government-Wide Statement of Activities, but they did not require the use of current financial resources. Therefore, depreciation expense was not reported as an expenditure in the governmental funds.	(3,335,000)
--	-------------

The fund financial statements record interest expenditures on the current financial resources measurement focus whereas the Government-Wide financial statements recognize interest expense on the accrual basis. The reconciling amount was the change in accrued interest from the prior year.	(553,489)
--	-----------

Long-term compensated absences expense was reported in the Government-Wide Statement of Activities, but it did not require the use of current financial resources. Therefore, the change in long-term compensated absences was not reported as an expenditure in the governmental funds.	20,209
--	--------

Other postemployment benefits and pension expenses were reported in the Government-Wide Statement of Activities, but it did not require the use of current financial resources. Therefore, the increase in other postemployment benefits liability and net pension liabilities were not reported as an expenditure in the governmental funds.

OPEB expense net of contribution made after measurement date reported in deferred outflows of resources in the Government-Wide Statement of Net Position but reported as OPEB expenditures in the governmental fund in the amount of \$2,012,147.	(2,012,147)
---	-------------

Pension expense net of contribution made after measurement date reported in deferred outflows of resources in the Government-Wide Statement of Net Position but reported as pension expenditures in the governmental funds in the amount of \$8,825,649.	(8,825,649)
--	-------------

Proceeds from long-term debt provided current financial resources to governmental funds, but issuing debt increased long-term liabilities in the Government-Wide Statement of Net Position. Repayment of bond principal was an expenditure in the governmental funds, but the repayment reduced long-term liabilities in the Government-Wide Statement of Net Position.

Principal repayments of long-term debt	1,173,158	
Interest accrual on loans payables	(86,225)	
Proceeds from issuance of long-term debt	(79,193,585)	
Amortization of bond discount	(13,884)	(78,120,536)

Contributions to pension trust were other financing uses in the governmental funds, but were included as pension-related deferred outflows of resources on the Government-Wide Statement of Net Position.	78,731,264
---	------------

Internal service funds were used by management to charge the costs of certain activities, such as insurance, to individual funds. The net revenue of the internal service funds was reported with governmental activities (net of \$100,320 allocated to business-type activities).	489,967
---	---------

Unavailable revenue is not recognized as revenue in the governmental funds since the revenue is not available to fund expenditures of the current year.	3,906,904
---	-----------

Change in net position of governmental activities	\$ 14,172,885
See accompanying Notes to the Basic Financial Statements.	

PROPRIETARY FUND FINANCIAL STATEMENTS

GTrans Enterprise Fund - To account for user charges, fees, federal, state and county grants and all operating costs associated with the operation of the City's bus line.

Sewer Enterprise Fund (Nonmajor) - To account for user charges, fees and all operating costs associated with the operation, maintenance, upgrade and periodic reconstructions of the City's sanitary sewer system.

Internal Service Funds - To account for financing of goods and services provided by one department (general liability, workers' compensation, and health benefits) to other departments of the City on a cost-reimbursement basis.

City of Gardena
Statement of Net Position
Proprietary Funds
June 30, 2021

	Business-Type Activities			Governmental Activities
	GTrans Enterprise Fund	Nonmajor Sewer Enterprise Fund	Total	Internal Service Funds
ASSETS				
Current assets:				
Cash and investments	\$ 14,741,658	\$ 2,948,729	\$ 17,690,387	\$ 6,871,856
Accounts receivable, net	243,355	237,540	480,895	6,637
Due from other governments	2,567,395	-	2,567,395	-
Inventories	638,473	-	638,473	-
Prepaid items and deposits	71,299	13,982	85,281	363,301
Total current assets	18,262,180	3,200,251	21,462,431	7,241,794
Noncurrent assets:				
Capital assets, net	59,532,582	497,932	60,030,514	-
Total noncurrent assets	59,532,582	497,932	60,030,514	-
Total assets	77,794,762	3,698,183	81,492,945	7,241,794
DEFERRED OUTFLOWS OF RESOURCES				
Deferred outflows of resources related to pensions	23,711,568	1,101,250	24,812,818	-
Deferred outflows of resources related to other postemployment benefits	692,488	87,885	780,373	-
Total deferred outflows of resources	24,404,056	1,189,135	25,593,191	-

(Continued)

City of Gardena
Statement of Net Position (Continued)
Proprietary Funds
June 30, 2021

	Business-Type Activities			Governmental Activities
	GTrans Enterprise Fund	Nonmajor Sewer Enterprise Fund	Total	Internal Service Funds
LIABILITIES				
Current liabilities:				
Accounts payable	706,547	2,790	709,337	238,296
Accrued liabilities	93,710	-	93,710	235,184
Salaries and benefits payable	565,973	27,291	593,264	-
Due to other funds	769,005	-	769,005	-
Retention payable	15,718	-	15,718	-
Deposits payable	-	-	-	-
Unearned revenue	14,623,238	-	14,623,238	-
Compensated absences, due within one year	301,007	18,848	319,855	-
Long-term debt, due within one year	628,650	29,350	658,000	-
Claims payable, due within one year	-	-	-	8,389,641
Total current liabilities	17,703,848	78,279	17,782,127	8,863,121
Noncurrent liabilities:				
Compensated absences, due in more than one year	1,204,028	75,393	1,279,421	-
Claims payable, due in more than one year	-	-	-	2,214,833
Long-term debt, due in more than one year	20,634,120	958,157	21,592,277	-
Aggregate net pension liabilities	22,722,142	1,055,297	23,777,439	-
Aggregate net other postemployment benefits liabilities	6,382,454	445,792	6,828,246	-
Total noncurrent liabilities	50,942,744	2,534,639	53,477,383	2,214,833
Total liabilities	68,646,592	2,612,918	71,259,510	11,077,954
DEFERRED INFLOWS OF RESOURCES				
Deferred inflows of resources related to pensions	260,103	12,081	272,184	-
Deferred inflows of resources related to other postemployment benefits	483,264	35,636	518,900	-
Total deferred inflows of resources	743,367	47,717	791,084	-
NET POSITION				
Net investment in capital assets	59,516,864	497,932	60,014,796	-
Unrestricted (deficit)	(26,708,005)	1,728,751	(24,979,254)	(3,836,160)
Total net position	\$ 32,808,859	\$ 2,226,683	\$ 35,035,542	\$ (3,836,160)
<i>Net position reconciliation:</i>				
Net position of proprietary funds	\$ 32,808,859	\$ 2,226,683	\$ 35,035,542	\$ (3,836,160)
Adjustment to reflect the consolidation of internal service fund activities related to the GTrans and Sewer	(9,143,092)	69,445	(9,073,647)	9,073,647
Net position of business-type activities	\$ 23,665,767	\$ 2,296,128	\$ 25,961,895	
Net position related to governmental activities				\$ 5,237,487

(Concluded)

City of Gardena

*Annual Comprehensive Financial Report
For the Year Ended June 30, 2021*



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City of Gardena
Statement of Revenues, Expenses, and Changes in Net Position
Proprietary Funds
For the Year Ended June 30, 2021

	Business-Type Activities			Governmental Activities
	GTrans Enterprise Fund	Nonmajor Sewer Enterprise Fund	Total	Internal Service Funds
OPERATING REVENUES:				
Charges for services	\$ 14,692	\$ 2,660,339	\$ 2,675,031	\$ 10,408,214
Other	121,183	25,026	146,209	445,079
Insurance recovery	-	-	-	(77,598)
Total operating revenues	135,875	2,685,365	2,821,240	10,775,695
OPERATING EXPENSES:				
Salaries and benefits	17,637,577	704,895	18,342,472	-
Insurance claims	-	-	-	6,263,343
General and administrative	4,258,805	302,504	4,561,309	5,602,256
Depreciation	5,205,091	111,555	5,316,646	-
Other operating expenses	2,320,367	84,840	2,405,207	173,176
Total operating expenses	29,421,840	1,203,794	30,625,634	12,038,775
OPERATING INCOME (LOSS)	(29,285,965)	1,481,571	(27,804,394)	(1,263,080)
NONOPERATING REVENUES:				
Local transportation fund	4,636,852	-	4,636,852	-
Other local assistance	7,948,657	-	7,948,657	-
Federal transit assistance	6,767,797	-	6,767,797	-
State transit assistance fund	1,372,009	-	1,372,009	-
Interest income	110,629	15,295	125,924	52,727
Total nonoperating revenues	20,835,944	15,295	20,851,239	52,727
INCOME (LOSS) BEFORE CONTRIBUTIONS AND TRANSFERS	(8,450,021)	1,496,866	(6,953,155)	(1,210,353)
CONTRIBUTIONS AND TRANSFERS:				
Capital contributions	14,856,026	-	14,856,026	-
Transfers in	-	118,910	118,910	3,501,510
Transfers out	-	(83,706)	(83,706)	(1,901,510)
Total contributions and transfers	14,856,026	35,204	14,891,230	1,600,000
CHANGES IN NET POSITION	6,406,005	1,532,070	7,938,075	389,647
NET POSITION (DEFICIT):				
Beginning of year	26,402,855	694,613	27,097,468	(4,225,807)
End of year	<u>\$ 32,808,860</u>	<u>\$ 2,226,683</u>	<u>\$ 35,035,543</u>	<u>\$ (3,836,160)</u>
<i>Change in net position reconciliation:</i>				
Change in net position of proprietary funds	\$ 6,406,005	\$ 1,532,070	\$ 7,938,075	\$ 389,647
Adjustment to reflect the consolidation of internal service fund activities related to the GTrans and Sewer	(113,380)	13,060	(100,320)	100,320
Change in net position of business-type activities	<u>\$ 6,292,625</u>	<u>\$ 1,545,130</u>	<u>\$ 7,837,755</u>	
Change in net position related to governmental activities				<u>\$ 489,967</u>

City of Gardena
Statement of Cash Flows
Proprietary Funds
For the Year Ended June 30, 2021

	Business-Type Activities			Governmental Activities
	GTrans Enterprise Fund	Nonmajor Sewer Enterprise Fund	Total	Internal Service Funds
CASH FLOWS FROM OPERATING ACTIVITIES:				
Receipts from customers and users	\$ 324,258	\$ 2,639,788	\$ 2,964,046	\$ 10,452,520
Receipts from claims and recoveries	-	-	-	445,079
Payments for insurance claims	-	-	-	(5,149,070)
Payments to suppliers	(6,531,821)	(406,627)	(6,938,448)	(7,203,033)
Payments to employees	(35,256,196)	(1,703,974)	(36,960,170)	-
Other receipts	121,183	25,026	146,209	-
Net cash provided by (used in) operating activities	(41,342,576)	554,213	(40,788,363)	(1,454,504)
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES:				
Transfers from other funds	-	118,910	118,910	3,501,510
Transfers to other funds	-	(83,706)	(83,706)	(1,901,510)
Payments made to other funds	(2,099,470)	-	(2,099,470)	-
Proceeds from issuance of long term debt	21,306,850	989,565	22,296,415	-
Principal payments on long term debt	(44,080)	(2,058)	(46,138)	-
Transit assistance funds received	23,837,170	-	23,837,170	-
Net cash provided by noncapital financing activities	43,000,470	1,022,711	44,023,181	1,600,000
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES:				
Acquisition of capital assets	(14,856,628)	-	(14,856,628)	-
Receipt from capital grants	14,856,026	-	14,856,026	-
Net cash used in capital and related financing activities	(602)	-	(602)	-
CASH FLOWS FROM INVESTING ACTIVITIES:				
Interest received	110,629	15,295	125,924	52,727
Net cash provided by investing activities	110,629	15,295	125,924	52,727
Net change in cash and cash equivalents	1,767,921	1,592,219	3,360,140	198,223
CASH AND CASH EQUIVALENTS:				
Beginning of year	12,973,738	1,356,510	14,330,248	6,673,633
End of year	<u>\$ 14,741,659</u>	<u>\$ 2,948,729</u>	<u>\$ 17,690,388</u>	<u>\$ 6,871,856</u>

(Continued)

City of Gardena
Statement of Cash Flows (Continued)
Proprietary Funds
For the Year Ended June 30, 2021

	Business-Type Activities			Governmental Activities
	GTrans	Nonmajor Sewer		Internal
	Enterprise Fund	Enterprise Fund	Total	Service Funds
RECONCILIATION OF OPERATING INCOME				
(LOSS) TO NET CASH PROVIDED BY (USED IN)				
OPERATING ACTIVITIES:				
Operating income (loss)	\$ (29,285,965)	\$ 1,481,571	\$ (27,804,394)	\$ (1,263,080)
Adjustments to reconcile operating income (loss) to net cash provided by (used in) operating activities:				
Depreciation expense	5,205,091	111,555	5,316,646	-
(Increase) decrease in:				
Accounts receivable	309,566	(20,551)	289,015	44,306
Inventory	(102,854)	-	(102,854)	-
Prepaid items and deposits	(43,175)	1,736	(41,439)	(361,155)
Deferred outflows of resources - pensions	(20,310,549)	(886,862)	(21,197,411)	-
Deferred outflows of resources - OPEB	(167,428)	(72,243)	(239,671)	-
Increase (decrease) in:				
Accounts payable	237,680	(21,019)	216,661	(45,523)
Accrued liabilities	(44,300)	-	(44,300)	(1,005,228)
Accrued payroll	115,750	(343)	115,407	-
Compensated absences	(19,376)	11,106	(8,270)	-
Net pension liability	2,070,027	(142,034)	1,927,993	-
Net other postemployment benefits liability	402,498	115,101	517,599	-
Deferred inflows of resources - OPEB	213,958	(8,031)	205,927	-
Deferred inflows of resources - pensions	76,501	(15,773)	60,728	-
Deposits payable	-	-	-	(15,695)
Claims payable	-	-	-	1,191,871
Total adjustment	(12,056,611)	(927,358)	(12,983,969)	(191,424)
Net cash provided by (used in) operating activities	\$ (41,342,576)	\$ 554,213	\$ (40,788,363)	\$ (1,454,504)

(Concluded)

City of Gardena

*Annual Comprehensive Financial Report
For the Year Ended June 30, 2021*



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NOTES TO THE BASIC FINANCIAL STATEMENTS

City of Gardena

*Annual Comprehensive Financial Report
For the Year Ended June 30, 2021*



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City of Gardena
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City of Gardena
Notes to the Basic Financial Statements
For the Year Ended June 30, 2021

Note 1 – Summary of Significant Accounting Policies

The basic financial statements of the City of Gardena, California, (the “City”) have been prepared in accordance with accounting principles generally accepted in the United States of America (“U.S. GAAP”) as applied to governmental agencies. The Governmental Accounting Standards Board (“GASB”) is the accepted standard setting body for establishing governmental accounting and financial reporting principles. The following is a summary of the significant policies:

A. Financial Reporting Entity

The City was incorporated September 11, 1930, under the General Laws of the State of California. The City is governed by an elected five-member council.

In evaluating how to define the City for financial reporting purposes, management has considered all potential component units. The primary criteria for including a potential component unit within the reporting entity are the governing body’s financial accountability and a financial benefit or burden relationship and whether it is misleading to exclude. A primary government is financially accountable and shares a financial benefit or burden relationship, if it appoints a voting majority of an organization’s governing body and it is able to impose its will on the organization, or if there is a potential for the organization to provide specific financial benefits to, or impose specific financial burdens on the primary government. A primary government may also be financially accountable if an organization is fiscally dependent on the primary government regardless of whether the organization has a separately elected governing board, a governing board appointed by a higher level of government, or a jointly appointed board, and there is a potential for the organization to provide specific financial benefits to, or impose specific financial burdens on the primary government.

Blended Component Unit

Management determined that the following component unit should be blended based on the criteria above:

Although the following is legally separate from the City, it has been “blended” as though it is part of the City because the component unit’s governing body is substantially the same as the City’s and there is a financial benefit or burden relationship between the City and the component unit; management of the City has operational responsibilities for the component unit; and/or the component unit provides services entirely, or almost entirely, to the City or otherwise exclusively, or almost exclusively, benefits the City, even though it does not provide services directly to it.

City of Gardena Financing Agency - The City of Gardena Financing Agency (“the Agency”) was created primarily to finance the acquisition of a public parking structure. The members of the City Council serve as the governing board of the Agency and there is a financial benefit or burden relationship between the City and the Agency. The Agency does not issue separate financial statements.

The City had no discretely presented component units.

B. Basis of Accounting and Measurement Focus

The accounts of the City are organized on the basis of funds, each of which is considered a separate accounting entity. The operations of each fund are accounted for by providing a separate set of self-balancing accounts that comprise its assets, liabilities, fund equity, revenues and expenditures or expenses, as appropriate. City resources are allocated to and accounted for in individual funds based upon the purposes for which they are to be spent and the means by which spending activities are controlled.

City of Gardena
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2021

Note 1 – Summary of Significant Accounting Policies (Continued)

B. Basis of Accounting and Measurement Focus (Continued)

Government-Wide Financial Statements

The Government-Wide Financial Statements are presented on an “*economic resources*” measurement focus and the accrual basis of accounting. Accordingly, all of the City’s assets and liabilities, including capital assets, as well as infrastructure assets, and long-term liabilities, are included in the accompanying Statement of Net Position. The Statement of Activities presents changes in net position. Under the accrual basis of accounting, revenues are recognized in the period in which they are earned while expenses are recognized in the period in which the liability is incurred. Fiduciary activities are not included in these statements.

Certain types of transactions are reported as program revenues for the City in three categories:

- Charges for services
- Operating grants and contributions
- Capital grants and contributions

Certain eliminations have been made in regards to interfund activities, payables and receivables. All internal balances in the Statement of Net Position have been eliminated except those representing balances between the governmental activities and the business-type activities, which are presented as internal balances and eliminated in the total primary government column. In the Statement of Activities, internal service fund transactions have been eliminated; however, those transactions between governmental and business-type activities have not been eliminated. The following interfund activities have been eliminated:

- Due from and to other funds
- Transfers in and out

Governmental Fund Financial Statements

All governmental funds are accounted for on a spending or “*current financial resources*” measurement focus and the modified accrual basis of accounting. Accordingly, only current assets and current liabilities are included on the Balance Sheet. The Statement of Revenues, Expenditures and Changes in Fund Balances present increases (revenues and other financing sources) and decreases (expenditures and other financing uses) in fund balances. Under the modified accrual basis of accounting, revenues are recognized in the accounting period in which they become both measurable and available to finance expenditures of the current period.

Revenues are recognized as soon as they are both “*measurable*” and “*available*”. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For these purposes, the City considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. The primary revenue sources, which have been treated as susceptible to accrual by the City, are property taxes, other local taxes, franchise fees, forfeitures and penalties, motor license fees, rents and concessions, interest revenue, and state and federal grants and subventions. Expenditures are recorded in the accounting period in which the related fund liability is incurred.

Reconciliations of the fund financial statements to the Government-Wide Financial Statements are provided to explain the differences.

Certain indirect costs are included as part of the program expenses reported for individual functions and activities.

City of Gardena
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2021

Note 1 – Summary of Significant Accounting Policies (Continued)

B. Basis of Accounting and Measurement Focus (Continued)

Governmental Fund Financial Statements (Continued)

The City reports the following major governmental funds:

- General Fund - The General Fund is used to account for and report all financial resources not accounted for and reported in another fund.
- Economic Development Grants Special Revenue Fund - The Economic Development Grants Special Revenue Fund is used to account for and report housing and environmental activities, including funding received from the U.S. Department of Housing and Urban Development and the U.S. Environmental Protection Agency, and to account for fees received from developers to fund parking, and park and recreation facilities.
- City Debt Service Fund - The City Debt Service Fund is used to account for and report financial resources that are restricted, committed or assigned to expenditure for principal and interest.

Proprietary Fund Financial Statements

Proprietary funds are accounted for using the “*economic resources*” measurement focus and the accrual basis of accounting. Accordingly, all assets and liabilities (whether current or noncurrent) are included on the Statement of Net Position. The Statement of Revenues, Expenses and Changes in Net Position presents increases (revenues) and decreases (expenses) in total net position. Under the accrual basis of accounting, revenues are recognized in the period in which they are earned while expenses are recognized in the period in which the liability is incurred.

Proprietary funds distinguish operating revenues and expenses from nonoperating items. Operating revenues and expenses generally result from providing services and producing and delivering goods in connection with a proprietary fund’s principal ongoing operations. The principal operating revenues of the proprietary funds are charges to customers for sales and services. Operating expenses for the proprietary funds include the costs of sales and services, administrative expenses and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

A separate column representing internal service funds is also presented in these statements. However, internal service balances and activities have been combined with the governmental activities and business-type activities in the Government-Wide Financial Statements. The City’s internal service funds include three individual funds which provide services directly to other City funds. These areas of service include general liability, workers’ compensation, and health benefits.

The City reports the following proprietary funds:

- GTrans Enterprise Fund - The GTrans Fund accounts for user charges, fees, federal, state and county grants and all operating costs associated with the operation of the City’s bus line.
- Sewer Enterprise Fund (Nonmajor) - The Sewer Fund accounts for user charges, fees and all operating costs associated with the operation, maintenance, upgrade and periodic reconstruction of the City’s sanitary sewer system.

City of Gardena
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2021

Note 1 – Summary of Significant Accounting Policies (Continued)

B. Basis of Accounting and Measurement Focus (Continued)

Proprietary Fund Financial Statements (Continued)

- Internal Service Funds – The Internal Service Funds account for financing of goods and services provided by one department (general liability, workers’ compensation, and health benefits) to other departments of the City on a cost-reimbursement basis.

The City considers the GTrans Enterprise Fund a major fund for the year ended June 30, 2021.

C. Cash, Cash Equivalents and Investments

The City’s cash and cash equivalents are considered to be cash on hand, demand deposits, and short-term investments with original maturity of three months or less from the date of acquisition. All cash and investments of proprietary funds are held in the City’s investment pool. These cash pools have the general characteristics of a demand deposit account, therefore, all cash and investments in the proprietary funds are considered cash and cash equivalents for Statement of Cash Flows purposes.

Investments are stated at fair value.

D. Cash and Investments with Fiscal Agents

Cash and investments with fiscal agents are restricted for the redemption of bonded debt and for acquisition and construction of capital projects.

E. Fair Value Measurement

U.S. GAAP defines fair value, establishes a framework for measuring fair value and establishes disclosure about fair value measurement. Investments, unless otherwise specified at fair value in the financial statements, are categorized based upon the level of judgment associated with the inputs used to measure their fair value. Levels of inputs are as follows:

- Level 1 – Inputs are unadjusted, quoted prices for identical assets or liabilities in active markets at the measurement date.
- Level 2 – Inputs, other than quoted prices included in Level 1, that are observable for the assets or liabilities through corroboration with market data at the measurement date.
- Level 3 – Unobservable inputs that reflect management’s best estimate of what market participants would use in pricing the assets or liabilities at the measurement date.

F. Interfund Transactions

Activity between funds that are representative of lending/borrowing arrangements outstanding at the end of the fiscal year are referred to as “due from/to other funds” (i.e., current portion of interfund loans). Any residual balances outstanding between the governmental activities and business-type activities are reported in the Government-Wide Financial Statements as “internal balances”.

City of Gardena
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2021

Note 1 – Summary of Significant Accounting Policies (Continued)

G. Inventories and Prepaid Items

Inventories within the various fund types consist of materials and supplies which are valued at cost on a first-in, first-out basis. Reported expenditures reflect the consumption method of recognizing inventory-related expenditures.

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both the government-wide and fund financial statements by using purchase method.

A nonspendable fund balance has been reported in the governmental funds to show that inventories and prepaid items do not constitute “available spendable resources,” even though they are a component of current assets.

H. Capital Assets

In the Government-Wide Financial Statements, capital assets are recorded at cost where historical records are available and at an estimated original cost where no historical records exist. Donated capital assets are valued at their acquisition value. City policy has set the capitalization threshold for reporting capital assets at \$5,000.

The City defines infrastructure assets as the basic physical assets that allow the City to function. The assets include streets, bridges, sidewalks, drainage systems, and lighting systems, etc. Each major infrastructure system can be divided into subsystems. For example, the street system can be subdivided into pavement, curb and gutters, sidewalks, medians, streetlights, landscaping and land. These subsystems were not delineated in the basic financial statements. The appropriate operating department maintains information regarding the subsystems.

Major outlays for capital assets and improvements are capitalized as projects are constructed. Capital assets acquired under capital lease are capitalized at the net present value of the total lease payments.

For all infrastructure systems, the City elected to use the “Basic Approach”.

Capital assets used in operations are depreciated over their estimated useful lives using the straight-line method. The lives used for depreciation purposes are as follows:

Buildings/structures and improvements	40 years
Machinery and equipment	3-15 years
Buses	12 years
Furniture and fixtures	3-10 years
Infrastructure	30-60 years

I. Deferred Outflows and Inflows of Resources

The statement of net position reports separate sections for deferred outflows of resources and deferred inflows of resources, when applicable.

Deferred Outflows of Resources represent outflows of resources (consumption of net position) that apply to future periods; therefore, will not be recognized as an expense until that time.

Deferred Inflows of Resources represent inflows of resources (acquisition of net position) that apply to future periods, therefore, are not recognized as revenue until that time.

City of Gardena
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2021

Note 1 – Summary of Significant Accounting Policies (Continued)

J. Interest Payable

In the Government-wide Financial Statements, interest payable on long-term debt is recognized as the liability incurred for governmental activities and business-type activities.

In the Fund Financial Statements, only proprietary fund types recognize the interest payable when the liability is incurred.

K. Unearned Revenue

Unearned revenue is recognized for transactions for which revenue has not yet been earned. Typical transactions recorded as unearned revenues are prepaid charges for services and grants received but not yet earned.

L. Compensated Absences

It is the City's policy to accrue annual leave when incurred in the Government-wide Financial Statements and the proprietary funds. In governmental funds, the costs for annual leave that are expected to be liquidated with expendable available financial resources are reported as an expenditure and reported as a liability of the governmental fund only if they have matured.

A liability is recorded for unused sick leave balances only to the extent that it is probable that the unused balances will result in termination payments. This is estimated by including in the liability the unused balances of employees currently entitled to receive termination benefits, as well as those who are expected to become eligible to receive termination benefits as a result of continuing their employment with the City. Other amounts of unused sick leave are excluded from the liability since their payment is contingent solely upon the occurrence of a future event (illness) which is outside the control of the City and the employee.

M. Pensions

For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the plans and additions to/deductions from the plans' fiduciary net position have been determined on the same basis as they are reported by the plans. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with benefit terms. Investments are reported at fair value.

The following timeframes are used for pension reporting:

Valuation Date	June 30, 2019
Measurement Date	June 30, 2020
Measurement Period	July 1, 2019 to June 30, 2020

Gains and losses related to changes in total pension liability and fiduciary net position are recognized in pension expense systematically over time. The first amortized amounts are recognized in pension expense for the year the gain or loss occurs. The remaining amounts are categorized as deferred outflows and deferred inflows of resources related to pensions and are to be recognized in future pension expense. The amortization period differs depending on the source of the gain or loss. The difference between projected and actual earnings is amortized straight-line over 5 years. All other amounts are amortized straight-line over the average expected remaining service lives of all members that are provided with benefits (active, inactive, and retired) as of the beginning of the measurement period.

City of Gardena
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2021

Note 1 – Summary of Significant Accounting Policies (Continued)

N. Other Postemployment Benefits (“OPEB”)

For the purpose of measuring the net OPEB liability, deferred outflows of resources and deferred inflows of resources related to OPEB, and OPEB expense, information about the fiduciary net position of the City’s OPEB Plan and additions to/deductions from the OPEB Plan’s fiduciary net position have been determined on the same basis as they are reported by the Plan. For this purpose, the OPEB Plan recognizes benefit payments when due and payable in accordance with the benefit terms. Investments are reported at fair value, except for money market investments, which are reported at amortized cost.

The following timeframes are reported OPEB reporting:

Valuation Date	June 30, 2020
Measurement Date	June 30, 2020
Measurement Period	July 1, 2019 to June 30, 2020

Gains and losses related to changes in total OPEB liability and fiduciary net position are recognized in OPEB expense systematically over time. The first amortized amounts are recognized in OPEB expense for the year the gain or loss occurs. The remaining amounts are categorized as deferred outflows and deferred inflows of resources related to OPEB and are to be recognized in future OPEB expense. The amortization period differs depending on the sources of gain or loss. The difference between projected and actual earnings is amortized on a straight-line basis over 5 years. All other amounts are amortized on a straight-line basis over the average expected remaining service lives of all members that are provided with benefits (active, inactive, and retired) at the beginning of the measurement period.

O. Claims Payable

Claims payable in the Internal Service Fund represents estimates of claims against the City. The estimated claims payable represents the City’s best estimate of the amount to be paid on workers’ compensation and general liability claims. Losses for claims incurred but not reported are also recorded if the probable amount of loss can be reasonably estimated. The City is self-insured for general liability in the amount of \$750,000 per claim for both City and GTrans and workers’ compensation for \$750,000 per claim for both the City and GTrans. Losses in excess of \$750,000, up to \$25,000,000 for general liability, and in excess of \$750,000 for both the City and GTrans, up to the statutory limit for workers’ compensation, are covered by outside insurance.

P. Long-Term Debt

In the Government-Wide Financial Statements and Proprietary Fund Financial Statements, long-term debt and other long-term obligations are reported as liabilities in the appropriate activities. Bond premium and discounts are deferred and amortized over the life of the bonds using the effective interest method. Bonds payable are reported net of the applicable bond premium or discount. Bond issuance costs are expensed when incurred.

The governmental fund financial statements do not present long-term liabilities. Consequently, long-term debt is shown as a reconciling item in the Reconciliation of the Governmental Funds Balance Sheet to the Government-Wide Statement of Net Position.

City of Gardena
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2021

Note 1 – Summary of Significant Accounting Policies (Continued)

Q. Property Taxes

Under California law, property taxes are assessed and collected by the counties for up to 1% of assessed property value, plus other increases approved by the voters. Property taxes collected are pooled and then allocated to the cities based on complex formulas. The following are key dates pertaining to property taxes:

January 1	Lien Date
June 30	Levy Date
November 1 and February 1	Due Dates
December 10 and April 10	Collection Dates

Distribution Dates:

November 20, 2020	Unsecured, redemptions, and SB813 taxes
December 20, 2020	Homeowners' exemption, secured, and SB813 taxes
January 17, 2021	Homeowners' exemption, secured, and SB813 taxes
February 20, 2021	Redemptions, secured, and SB813 taxes
March 20, 2021	Secured and SB813 taxes
April 20, 2021	Secured and SB813 taxes
May 20, 2021	Redemptions, homeowners' exemption, secured, and SB813 taxes
June 19, 2021	Homeowners' exemption, SB813 taxes
July 20, 2021	Secured and SB813 taxes
August 20, 2021	Secured, redemptions, unsecured, and SB813 taxes

R. Net Position and Fund Balances

In the Government-Wide Financial Statements and proprietary fund financial statements, net position is classified as follows:

Net Investment in Capital Assets – This component of net position consists of capital assets, net of accumulated depreciation, reduced by the outstanding balances of retention payable and debt that are attributable to the acquisition, construction, or improvement of those assets.

Restricted – This component of net position consists of restricted assets reduced by liabilities and deferred outflows and inflows of resources related to those assets.

Unrestricted – This component of net position is the amount of the assets, deferred outflows of resources, liabilities, and deferred inflows of resources that are not included in the determination of net investment in capital assets or the restricted component of net position.

In the Governmental Fund Financial Statements, fund balances are classified as follows:

Nonspendable – Nonspendable fund balances are items that cannot be spent because they are not in spendable form, such as prepaid items and inventories, or items that are legally or contractually required to be maintained intact, such as principal of an endowment or revolving loan funds.

Restricted – Restricted fund balances encompass the portion of net fund resources subject to externally enforceable legal restrictions. This includes externally imposed restrictions by creditors, such as through debt covenants, grantors, contributors, laws or regulations of other governments, as well as restrictions imposed by law through constitutional provisions or enabling legislation.

City of Gardena
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2021

Note 1 – Summary of Significant Accounting Policies (Continued)

R. Net Position and Fund Balances (Continued)

Committed – Committed fund balances encompass the portion of net fund resources, the use of which is constrained by limitations that the government imposes upon itself at its highest level of decision making, normally the governing body, and that remain binding unless removed in the same manner. The City Council is considered the highest authority for the City. Adoption of a resolution by the City Council is required to commit resources or to rescind the commitment.

Assigned – Assigned fund balances encompass the portion of net fund resources reflecting the government's intended use of resources. Assignment of resources can be done by the highest level of decision making or by a committee or official designated for that purpose. The City Council has authorized by resolution the City Manager or the City Fiscal Officer for that purpose.

Unassigned – This amount is for any portion of the fund balances that do not fall into one of the above categories. The General Fund is the only fund that reports a positive unassigned fund balance amount. In other governmental funds, it is not appropriate to report a positive unassigned fund balance amount. However, in governmental funds other than General Fund, if expenditures incurred for specific purposes exceed the amounts that are restricted, committed or assigned to those purposes, it may be necessary to report a negative unassigned fund balance in that fund.

Spending Policy

Government-Wide Financial Statements and the Proprietary Fund Financial Statements

When expenses are incurred for purposes for which both restricted and unrestricted components of net position are available, the City's policy is to apply the restricted component of net position first, then the unrestricted component of net position as needed.

Governmental Fund Financial Statements

When expenditures are incurred for purposes for which all restricted, committed, assigned and unassigned fund balances are available, the City's policy is to apply in the following order, except for instances wherein an ordinance specifies the fund balance:

- Restricted
- Unassigned
- Committed
- Assigned

S. Use of Estimates

The preparation of the basic financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

City of Gardena
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2021

Note 1 – Summary of Significant Accounting Policies (Continued)

T. Implementation of New GASB Pronouncements

During the fiscal year ended June 30, 2021, the City implemented the following new GASB pronouncements:

- In January 2017, GASB issued Statement No. 84, *Fiduciary Activities* (GASB Statement No. 84), to improve guidance regarding the identification of fiduciary activities for accounting and financial reporting purposes and how those activities should be reported. The statement establishes criteria for identifying fiduciary activities of all state and local governments. It also provides for recognition of a liability to the beneficiaries in a fiduciary fund when an event has occurred that compels the government to disburse fiduciary resources.
- In August 2018, GASB issued Statement No. 90, *Majority Equity Interests – an Amendment of GASB Statements No. 14 and No. 61* (GASB Statement No. 90), to improve the consistency and comparability of reporting a government's majority equity interest in a legally separate organization and to improve the relevance of financial statement information for certain component units. This statement requires that a component unit in which a government has a 100 percent equity interest account for its assets, deferred outflows of resources, liabilities, and deferred inflows of resources at acquisition value at the date the government acquired a 100 percent equity interest in the component unit. Implementation of this statement was not applicable because the City did not have any majority equity interests.
- In October 2021, GASB issued Statement No. 98, *The Annual Comprehensive Financial Report*, to establish the term annual comprehensive financial report and its acronym ACFR. That new term and acronym replace instances of comprehensive annual financial report and its acronym in generally accepted accounting principles for state and local governments. Implementation of this did not have a material effect on the financial statements.

Note 2 – Stewardship, Compliance and Accountability

A. Deficit Net Position

In the Government-Wide Financial Statements, the City had a deficit unrestricted net position at June 30, 2021 for its governmental activities of \$(118,275,867) and business-type activities of \$(34,052,900). The deficit was mainly due to the reporting of the aggregate net pension liabilities and the aggregate net OPEB liabilities. The aggregate net pension liabilities reported were \$85,202,345 and \$23,777,439 for governmental activities and business-type activities, respectively. The aggregate net OPEB liabilities were \$73,792,590 and \$6,828,246 for governmental activities and business-type activities, respectively.

The following funds had a deficit fund balance/net position at June 30, 2021:

Nonmajor Governmental Funds:	
Public Safety Grants Special Revenue Fund	\$ (415,424)
Community Development Block Grant (CDBG) Special Revenue Fund	(869,101)
Internal Service Funds:	
Liability Insurance Fund	(546,246)
Workers' Compensation Fund	(7,275,644)

In addition, the GTrans Enterprise had deficit unrestricted net position of \$(26,708,005) at June 30, 2021.

The net position balance includes both short and long-term liabilities. The deficit balances are expected to be recovered through future interfund transfers and other revenues as applicable for this purpose.

City of Gardena
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2021

Note 2 – Stewardship, Compliance and Accountability (Continued)

B. Expenditures in Excess of Appropriations

The following funds had expenditures in excess of appropriations:

Fund	Appropriations	Expenditures	Excess of Expenditures over Appropriations
Major Governmental Funds:			
General Fund			
General government:			
City treasurer	\$ 210,725	\$ 311,343	\$ 100,618
Non-departmental	828,410	958,596	130,186
Public Safety:			
Community development	1,573,625	1,735,453	161,828
Capital outlay	533,600	781,794	248,194
Interest and fiscal charges	-	25,215	25,215
Economic Development Grants Special Revenue Fund			
Capital outlay	-	1,220,908	1,220,908
Nonmajor Governmental Funds:			
Prop C Local Return Special Revenue Fund			
Public works	20,311	22,040	1,729
Gas Tax Special Revenue Fund			
Public works	245,522	385,879	140,357
Asset Forfeiture Special Revenue Fund			
Public safety	-	48,733	48,733
Public Safety Grants Special Revenue Fund			
General government	-	314,317	314,317
Public works	-	4,440	4,440
Recreation and human services	-	8,870	8,870
Community development	-	675	675
Public Works Grants Special Revenue Fund			
Recreation and human services	-	6,831	6,831
Capital outlay	77,000	125,203	48,203
Human Services Grants Special Revenue Fund			
Recreation and human services	3,446,078	3,728,798	282,720
2006 Refunding COPs, Series A Debt Service Fund			
Interest and fiscal charges	476,145	476,588	443
2020 Taxable Pension Obligation Bonds Debt Service Fund			
Debt service:			
Principal retirement	-	163,862	163,862
Interest and fiscal charges	-	830,525	830,525

The excess expenditures were covered by carryover funds from the prior year, revenues, and/or transfers from other available funds.

City of Gardena
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2021

Note 3 – Cash and Investments

The City maintains a cash and investment pool, which includes cash balances and authorized investments of all funds. Certain restricted funds which are held and invested by independent outside custodians through contractual agreements are not pooled. These restricted funds include cash and investments with fiscal agents.

The City had the following cash and investments at June 30, 2021:

	Government-Wide Financial Statement		Total
	Governmental Activities	Business-Type Activities	
Cash and investments	\$ 43,242,812	\$ 17,690,387	\$ 60,933,199
Cash and investments held by fiscal agents	1,970,474	-	1,970,474
Total cash and investments	\$ 45,213,286	\$ 17,690,387	\$ 62,903,673

The City's cash and investments at June 30, 2021, in more detail:

Cash:	
Petty cash	\$ 7,940
Demand deposits	7,089,071
Total cash and cash equivalents	7,097,011
Investments:	
Money market mutual fund	7,304,641
U.S. Treasury	3,448,228
Negotiable certificates of deposit	1,891,436
Corporate notes	3,356,250
Local Agency Investment Fund	30,656,418
U.S. Government sponsored enterprise securities	6,115,713
Foreign negotiable certificates of deposit	1,063,502
Total investments	53,836,188
Total cash and investments	60,933,199
Cash and investments with fiscal agents	1,970,474
Total	\$ 62,903,673

A. Deposits

The carrying amounts of the City's demand deposits were \$7,089,071 at June 30, 2021. Bank balances at that date were \$8,194,293, the total amount of which was collateralized or insured with accounts held by the pledging financial institutions in the City's name as discussed below.

The California Government Code requires California banks and savings and loan associations to secure the City's cash deposits by pledging securities as collateral. This Code states that collateral pledged in this manner shall have the effect of perfecting a security interest in such collateral superior to those of a general creditor. Thus, collateral for cash deposits is considered to be held in the City's name.

City of Gardena
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2021

Note 3 – Cash and Investments (Continued)

A. Deposits (Continued)

The market value of pledged securities must equal at least 110% of the City's cash deposits. California law also allows institutions to secure City deposits by pledging first trust deed mortgage notes having a value of 150% of the City's total cash deposits. The City may waive collateral requirements for cash deposits, deposits, which are fully insured up to \$250,000 by the Federal Deposit Insurance Corporation ("FDIC"). The City did not waive the collateral requirement for deposits insured by FDIC.

The City follows the practice of pooling cash and investments of all funds, except for funds required to be held by fiscal agents under the provisions of bond indentures. Interest income earned on pooled cash and investments is allocated on an accounting period basis to the various funds based on the period-end cash and investment balances. Interest income from cash and investments with fiscal agents is credited directly to the related fund.

B. Investments

Under the provisions of the City's investment policy, and in accordance with California Government Code, the following investments are authorized:

Authorized Investment Type	Maximum Maturity	Maximum Percentage of Portfolio *	Maximum Investment in One Issuer
Municipal securities	5 years	30%	5%
United states treasury obligations	5 years	No Limit	No Limit
U.S. Government sponsored enterprise securities	5 years	No Limit	25%
Bankers' acceptances	180 days	40%	5%
Commercial paper	270 days	25%	5%
Negotiable certificates of deposit	5 years	30%	5%
Federally insured time deposits	5 years	20%	Federally Insured
Collateralized time deposits	5 years	20%	Federally Insured
Certificate of deposit placemnet service ("CDARS")	5 years	30%	Federally Insured
Local Agency Investment Fund ("LAIF")	N/A	No Limit	No Limit
Medium-term notes	5 years	30%	5%
Asset-Backed, Mortgage-Backed, Mortgage Pass-Through Securities, and Collateralized Mortgage Obligations	5 years	20%	5%
Mutual funds	5 years	20%	10%
Money market mutual funds	5 years	20%	20%
Supranationals	5 years	30%	10%
Investment Trust of California ("CalTrust")	N/A	No Limit	No Limit
N/A - Not Applicable			

* Excluding amounts held by bond trustees that are not subject to California Government Code restrictions.

City of Gardena
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2021

Note 3 – Cash and Investments (Continued)

B. Investments (Continued)

The City is a participant in LAIF which is regulated by California Government Code Section 16429 under the oversight of the Treasurer of the State of California. The City's investments with LAIF at June 30, 2021, included a portion of the pool funds invested in Structured Notes and Asset-Backed Securities:

Structured Notes: debt securities (other than asset-backed securities) whose cash flow characteristics (coupon rate, redemption amount, or stated maturity) depend upon one or more indices and/or that have embedded forwards or options.

Asset-Backed Securities: generally, mortgage-backed securities that entitle their purchasers to receive a share of the cash flows from a pool of assets such as principal and interest repayments from a pool of mortgages (for example, Collateralized Mortgage Obligations) or credit card receivables.

As of June 30, 2021, the City had \$30,656,418 invested in LAIF, which had invested 1.10% of the pool investment funds in Structured Notes and Asset-Backed Securities. The fair value of the City's portion in the pool is the same as the value of the pool shares and reported at amortized cost.

C. Fair Value Measurement

At June 30, 2021, investments are reported at fair value. The following table presents the fair value measurements of investments on a recurring basis and the levels with GASB 72 fair value hierarchy in which the fair value measurements fall at June 30, 2021:

Investment Type	Measurement Input			
	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Uncategorized ⁽³⁾	Total
Money market mutual fund	\$ -	\$ -	\$ 7,304,641	\$ 7,304,641
U.S. Treasury	3,448,228	-	-	3,448,228
Negotiable certificates of deposit ⁽¹⁾	-	1,891,436	-	1,891,436
Corporate notes ⁽¹⁾	-	3,356,250	-	3,356,250
Local Agency Investment Fund	-	-	30,656,418	30,656,418
U.S. Government sponsored enterprise securities ⁽¹⁾	5,954,153	161,560	-	6,115,713
Foreign negotiable certificates of deposit ⁽²⁾	-	1,063,502	-	1,063,502
Cash and investments with fiscal agents:				
Money market mutual fund	-	-	1,970,474	1,970,474
Total	\$ 9,402,381	\$ 6,472,748	\$ 39,931,533	\$ 55,806,662

⁽¹⁾ Pricing based on Institutional Bond Quotes - evaluations based on various market and industry inputs.

⁽²⁾ Pricing based on Intercontinental Exchange Emtel Financial Ltd - evaluations based on various market factors.

⁽³⁾ Cash and cash equivalent.

City of Gardena
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2021

Note 3 – Cash and Investments (Continued)

D. Risk Disclosures

Interest Rate Risk - As a means of limiting its exposure to fair value losses arising from rising interest rates, the City's investment policy limits investments to a maximum maturity of five years. At June 30, 2021, the City had the following investment maturities:

Investment Type	Fair Value	Investment Maturities (in Years)				
		Less Than 1 Year	1 to 2 Years	2 to 3 Years	3 to 4 Years	4 to 5 Years
Money market mutual fund	\$ 7,304,641	\$ 7,304,641	\$ -	\$ -	\$ -	\$ -
U.S. Treasury	3,448,228	349,591	564,791	1,232,368	1,018,886	282,592
Negotiable certificates of deposit	1,891,436	558,436	76,155	640,000	556,923	59,922
Corporate notes	3,356,250	858,549	1,010,643	1,263,968	223,090	-
Local Agency Investment Fund	30,656,418	30,656,418	-	-	-	-
U.S. Government sponsored enterprise securities	6,115,713	1,638,297	1,811,520	2,320,050	-	345,846
Foreign negotiable certificates of deposit	1,063,502	-	211,768	615,952	235,782	-
Cash and investments with fiscal agents:						
Money market mutual fund	1,970,474	1,970,474	-	-	-	-
Total	\$ 55,806,662	\$ 43,336,406	\$ 3,674,877	\$ 6,072,338	\$ 2,034,681	\$ 688,360

Custodial Credit Risk - For deposits, custodial credit risk is the risk that, in the event of the failure of a depository financial institution, the City will not be able to recover its deposits or will not be able to recover collateral securities that are in the possession of an outside party. For an investment, custodial credit risk is the risk that, in the event of the failure of the counterparty (e.g., broker-dealer), the City will not be able to recover the value of its investments or collateral securities that are in the possession of an outside party.

Credit Risk - State law limits investments in commercial paper and corporate bonds to the top two ratings issued by nationally recognized statistical rating organizations (NRSROs). It is the City's policy to limit its investments in these investment types to the top rating issued by Standard & Poor's and Moody's Investors Service. At June 30, 2021, the City's credit risks, expressed on a percentage basis, were as follows:

Credit Quality Distribution for Securities with Credit Exposure as a Percentage of Total Investments			
Investment Type	Moody's Credit Rating	S&P's Credit Rating	% of Investments with Interest Rate Risk
Local Agency Investment Fund	Not Rated	Not Rated	56.94%
U.S. Treasury	AAA	Not Rated	6.41%
U.S. Government sponsored enterprise securities	AAA	AA+	11.36%
Negotiable certificates of deposit	Not Rated	Not Rated	3.51%
Foreign negotiable certificates of deposit	A2	Aa	1.98%
Corporate notes	A	A	6.23%
Money market mutual fund	P-1	Aa	13.57%
Total			100.00%

City of Gardena
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2021

Note 4 – Other Receivables

A. YMCA Receivables

In February 1994, the City entered into a long-term lease contract to lease land to the YMCA for construction of a new YMCA facility that would benefit the community. The facility opened on February 6, 1995 with a 30-year lease term, ending in 2024. Under the terms of the agreement, the maximum amount that the City could receive was \$1,400,000. This amount is payable in monthly payments, with annual rent adjustments over a 30-year lease term. In January 2021, the monthly payment was increased from \$666 to \$764 per month. At the adjustment date, annual rent was equal to total rent of \$1,400,000 less all previous payments, multiplied by the six-month average LAIF interest rate. The lease includes two 25-year options to renew and an option to purchase the land at the end of the lease for the amount of \$1,400,000 reduced by the amount already paid as of the time of purchase. As of June 30, 2021, future lease payments from the YMCA, including interest, were \$372,874. Since the City has not earned the revenue for the future lease payments, there was no revenue recognized or receivables reported at June 30, 2021 for these future lease payments.

B. State Mandated Claims Reimbursement

The City recorded an outstanding receivable of \$721,575 for the State Mandated Claims Reimbursement (SB90 Claims) from the State of California (the “State”). The payments of the mandated claims reimbursement are subject to State approval and management cannot estimate the timing and amount of the payments that will be made and reported an allowance for doubtful accounts in the amount of \$721,575. As a result, both the General Fund in the governmental fund financial statements and governmental activities in the government-wide financial statements reported zero balances for accounts receivable associated with the State Mandated Claims Reimbursement as of June 30, 2021.

Note 5 – Loans Receivable

Loans receivable consists of Home-Owner Occupied Deferred Loans and Spring Park Senior Villa Developer Loan as following:

	Balance July 1, 2020	Additions	Deletions	Allowance	Balance June 30, 2021
Home-Owner Occupied Deferred Loans					
CalHOME	\$ 399,609	\$ -	\$ -	\$ -	\$ 399,609
State HOME Loans	1,789,940	-	(68,050)	-	1,721,890
Subtotal	2,189,549	-	(68,050)	-	2,121,499
Spring Park Senior Villa Developer Loan	3,459,655	86,225	-	(3,545,880)	-
Total	\$ 5,649,204	\$ 86,225	\$ (68,050)	\$ (3,545,880)	\$ 2,121,499

A. Home-Owner Occupied Deferred Loans

The City issues deferred payment loans to home owners funded by the Federal Home Investment Partnerships Program (“HOME Program”) and CalHOME to improve the living conditions of the lower income families. These loans are to be repaid to the City, and the repayments of the loans are used to fund future home-owner occupied deferred loans. As of June 30, 2021, the outstanding loan balance is \$2,121,499.

City of Gardena
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2021

Note 5 – Loans Receivable (Continued)

B. Spring Park Senior Villa Developer Loan

The City entered into a development agreement on August 1, 2013, with Spring Park Senior Villa, Inc., a nonprofit organization for the development of the Spring Park Senior Villa in the City. The agreement provided funding for the development of 36 rental units and one manager unit (“the Project”) up to \$2,874,115 for construction. The loan bears 3% simple interest over a term of 55 years. The repayment of the loan is based on the residual receipts of the rental units. The affordability covenant also expires in 55 years after completion of the project. As of June 30, 2021, the City funded \$2,874,115 for the development of the project and accrued interest in the amount of \$671,765 which was required by the State of California. This results the City in reporting loans receivable in the amount of \$3,545,880. However, management estimated that the loans will not be repaid due to negative residual receipts and reported an allowance for doubtful accounts in the amount of \$3,545,880. As a result, both the Economic Development Grants Special Revenue Fund in the governmental fund financial statements and governmental activities in the government-wide financial statements reported zero balances for loans receivable associated with the Spring Park Senior Villa as of June 30, 2021.

Note 6 – Interfund Transactions

A. Government-Wide Financial Statements

Internal Balances - At June 30, 2021, the City had the following internal receivable and payable, which represents internal service charges between the governmental activities and business-type activities:

Internal Receivable		Internal Payable
		Business-Type Activities
Governmental Activities	\$	9,842,652

Transfers – For the year ended June 30, 2021, the City had the following transfers:

Transfers In		Transfers Out
		Business-Type Activities
Governmental Activities	\$	(35,204)

The purposes of the transfers were for subsidizing the governmental activities for public works engineering job costs and administrative costs.

City of Gardena
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2021

Note 6 – Interfund Transactions (Continued)

B. Fund Financial Statements

Due From/To Other Funds - At June 30, 2021, the City had the following due from/to other funds:

Due To Other Funds		Due From Other Funds	
		General Fund	
Governmental Funds:			
Economic Development Grants			
Special Revenue Fund	\$		117,254
City Debt Service Fund			288,746
Nonmajor Governmental Funds			2,141,636
Proprietary Fund:			
GTrans Enterprise Fund			769,005
Total	\$		3,316,641

The above amounts resulted from temporary reclassifications made at June 30, 2021 to cover cash shortfalls.

Transfers In/Out – During the year ended June 30, 2021, the City had the following transfers in/out, which arise in the normal course of operations:

Transfers In						
	Governmental Funds			Enterprise Funds		
	General Fund	City Debt Service	Nonmajor Governmental	Nonmajor Sewer Enterprise Fund	Internal Service Funds	Total
Transfers Out						
Governmental Funds:						
General Fund	\$ -	\$ 1,969,142	\$ 3,213,549	\$ 118,910	\$ 3,501,510	\$ 8,803,111
Economic Development Grants						
Special Revenue Fund	307,010	-	-	-	-	307,010
Nonmajor Governmental Funds	5,249,945	-	-	-	-	5,249,945
Enterprise Funds:						
Sewer	83,706	-	-	-	-	83,706
Internal Service Funds	1,901,510	-	-	-	-	1,901,510
Total	\$ 7,542,171	\$ 1,969,142	\$ 3,213,549	\$ 118,910	\$ 3,501,510	\$ 16,345,282

Administratively, resources may be transferred from one City fund to another. The purpose of the majority of transfers was to provide funding for other funds with the City Council's approvals, such as debt service, capital projects and internal service funds.

City of Gardena
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2021

Note 7 – Capital Assets

A. Governmental Activities

A summary of changes in the capital assets for the governmental activities for the year ended June 30, 2021 is as follows:

	Governmental Activities				
	Balance July 1, 2020	Additions	Deletions	Transfers	Balance June 30, 2021
Capital assets, not being depreciated:					
Land	\$ 7,539,683	\$ 2,363,308	\$ (194,471)	\$ -	\$ 9,708,520
Monuments	51,624	12,269	-	-	63,893
Construction in progress	2,517,225	2,304,770	-	(1,241,130)	3,580,865
Total capital assets, not being depreciated	10,108,532	4,680,347	(194,471)	(1,241,130)	13,353,278
Capital assets, being depreciated:					
Buildings/structures and improvements	23,315,912	553,973	-	268,435	24,138,320
Machinery and equipment	11,965,198	930,450	-	-	12,895,648
Infrastructure:					
Street lights network	1,292,393	-	-	-	1,292,393
Traffic lights network	12,940,788	-	-	-	12,940,788
Roadway network	56,800,378	-	-	972,695	57,773,073
Total capital assets, being depreciated	106,314,669	1,484,423	-	1,241,130	109,040,222
Less accumulated depreciation:					
Buildings/structures and improvements	(17,969,723)	(572,441)	-	-	(18,542,164)
Machinery and equipment	(8,082,826)	(1,166,367)	-	-	(9,249,193)
Infrastructure:					
Street light network	(947,756)	(43,080)	-	-	(990,836)
Traffic lights network	(11,814,112)	(431,360)	-	-	(12,245,472)
Roadway network	(29,913,070)	(1,121,752)	-	-	(31,034,822)
Total accumulated depreciation	(68,727,487)	(3,335,000)	-	-	(72,062,487)
Total capital assets, being depreciated, net	37,587,182	(1,850,577)	-	1,241,130	36,977,735
Governmental activities capital assets, net	\$ 47,695,714	\$ 2,829,770	\$ (194,471)	\$ -	\$ 50,331,013

Depreciation expense was charged to functions/programs of the governmental activities for the fiscal year ended June 30, 2021 as follows:

General government	\$ 757,964
Public safety	745,446
Public works	1,745,465
Recreation and human services	86,125
Total depreciation expense	\$ 3,335,000

City of Gardena
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2021

Note 7 – Capital Assets (Continued)

B. Business-Type Activities

A summary of changes in the capital assets for the business-type activities for the year ended June 30, 2021 is as follows:

	Business-Type Activities				Balance June 30, 2021
	Balance July 1, 2020	Additions	Deletions	Transfers	
Capital assets, not being depreciated:					
Land	\$ 12,956,405	\$ -	\$ -	\$ -	\$ 12,956,405
Construction in progress	1,576,534	14,872,347	-	(14,583,841)	1,865,040
Total capital assets, not being depreciated	14,532,939	14,872,347	-	(14,583,841)	14,821,445
Capital assets, being depreciated:					
Buildings/structures and improvements	39,893,428	-	-	-	39,893,428
Buses	35,125,515	-	-	12,735,207	47,860,722
Machinery and equipment	9,559,419	-	-	1,798,883	11,358,302
Furniture and fixtures	1,502,563	-	-	49,751	1,552,314
Infrastructure	11,184,496	-	-	-	11,184,496
Total capital assets, being depreciated	97,265,421	-	-	14,583,841	111,849,262
Less accumulated depreciation:					
Buildings/structures and improvements	(11,763,446)	(1,022,908)	-	-	(12,786,354)
Buses	(30,467,939)	(2,898,113)	-	-	(33,366,052)
Machinery and equipment	(7,111,150)	(1,295,958)	-	-	(8,407,108)
Furniture and fixtures	(1,419,764)	(65,978)	-	-	(1,485,742)
Infrastructure	(10,561,248)	(33,689)	-	-	(10,594,937)
Total accumulated depreciation	(61,323,547)	(5,316,646)	-	-	(66,640,193)
Total capital assets, being depreciated, net	35,941,874	(5,316,646)	-	14,583,841	45,209,069
Business-type activities capital assets, net	\$ 50,474,813	\$ 9,555,701	\$ -	\$ -	\$ 60,030,514

Depreciation expense for business-type activities for the year ended June 30, 2021 was charged as follows:

Gtrans major enterprise fund	\$ 5,205,091
Sewer non-major enterprise fund	111,555
Total depreciation expense	\$ 5,316,646

City of Gardena
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2021

Note 8 – Long-Term Liabilities

A. Governmental Activities

A summary of changes in long-term liabilities for governmental activities for the year ended June 30, 2021 is as follows:

	Balance July 1, 2020	Additions	Deletions	Balance June 30, 2021	Due within One Year	Due in more One Year
2006 Refunding Certificates of Participation Series A - publicly offered	\$ 7,700,000	\$ -	\$ (550,000)	\$ 7,150,000	\$ 585,000	\$ 6,565,000
2007 Refunding Revenue Bonds, Series A - publicly offered	1,540,000	-	(110,000)	1,430,000	115,000	1,315,000
2014 Taxable Lease Revenue Refunding Bonds - publicly offered	8,940,000	-	(60,000)	8,880,000	65,000	8,815,000
Bond discount - 2014 Taxable Lease Revenue Refunding Bonds	(219,941)	-	13,884	(206,057)	-	(206,057)
2017 Direct Purchase Lease - Private placement	1,120,000	-	(275,000)	845,000	280,000	565,000
2016 SCE On-Bill Financing Loan - Direct borrowing	68,045	-	(14,296)	53,749	14,296	39,453
2020 Taxable Pension Obligation Bonds - publicly offered	-	79,193,585	(163,862)	79,029,723	2,337,000	76,692,723
Loan payable	3,459,655	86,225	-	3,545,880	-	3,545,880
Claims payable	9,412,603	1,243,589	(51,718)	10,604,474	8,389,641	2,214,833
Compensated absences	7,882,221	3,134,036	(3,154,245)	7,862,012	1,572,402	6,289,610
Total	\$ 39,902,583	\$ 83,657,435	\$ (4,365,237)	\$ 119,194,781	\$ 13,358,339	\$ 105,836,442

Typically, the General Fund has been used to liquidate the liability for compensated absences, claims payable, and net other postemployment benefits.

2006 Certificates of Participation, Series A – Original Issuance \$12,495,000

In June 2006, the Agency issued the 2006 Refinancing Project, Series A Taxable Certificates of Participation in the amount of \$12,495,000. The purpose of the issue was to refinance the City's 1999 Certificates of Participation in connection with a Memorandum of Understanding ("MOU") entered into with certain financial institutions.

Pursuant to the MOU, the Agency paid the financial institutions \$19 million (the "Initial Amount") as prepayment of the 1999 Certificates, of which \$18 million were funded by the 2006 Series A and B Certificates and the balance of \$1 million from other available City funds. Upon payment of the Initial Amount, the 1999 Leases as well as the pledges and security interests granted in connection with the 1999 Leases will be terminated and the City's obligations under the Reimbursement Agreement for the 1999 Certificates will be terminated. The Initial Payment represents approximately 75% of the principal owed.

Interest rates for the 2006A Certificates range from 5.98% to 6.38% with principal maturing through July 1, 2030.

Mandatory prepayment of the 2006 Series A Certificates occurred in July 2008 and will occur again in July 2030. The certificates of participation debt service payments will be made from the debt service funds.

City of Gardena
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2021

Note 8 – Long-Term Liabilities (Continued)

A. Governmental Activities (Continued)

2006 Certificates of Participation, Series A – Original Issuance \$12,495,000 (Continued)

The amount outstanding at June 30, 2021 totaled \$7,150,000. The annual debt service requirements on these certificates are as follows:

Fiscal Year	Principal	Interest	Total
2022	\$ 585,000	\$ 437,509	\$ 1,022,509
2023	625,000	398,910	1,023,910
2024	665,000	357,759	1,022,759
2025	705,000	314,056	1,019,056
2026	750,000	267,641	1,017,641
2027-2031	3,820,000	552,827	4,372,827
Total	\$ 7,150,000	\$ 2,328,702	\$ 9,478,702

2007 Refunding Revenue Bonds, Series A – Original Issuance \$2,800,000

In January 2007, the City issued the South Bay Regional Public Communications Authority Refunding Revenue Bonds, 2007 Series A in the amount of \$2,800,000. The purpose of the bonds was to advance refund the South Bay Regional Public Communications Authority Revenue Bonds, 2001 Series A, to provide a reserve fund for the Bonds, and to pay certain costs of issuance of the Bonds. The 2001 Series A Bonds were fully redeemed as of January 1, 2012.

The bonds accrue interest at rates between 5% and 5.125%. Interest on the bonds is payable semiannually on each January 1 and July 1, commencing July 1, 2007. Principal payments are due in annual installments ranging from \$70,000 to \$175,000, commencing July 1, 2007 through January 1, 2031. The bonds are subject to optional and mandatory redemption prior to maturity. The refunding revenue bonds debt service payments will be made from the debt service funds.

The amount outstanding at June 30, 2021 totaled \$1,430,000. The annual debt service requirements on these bonds are as follows:

Fiscal Year	Principal	Interest	Total
2022	\$ 115,000	\$ 72,325	\$ 187,325
2023	120,000	66,575	186,575
2024	125,000	60,575	185,575
2025	130,000	54,325	184,325
2026	135,000	47,825	182,825
2027-2031	805,000	127,132	932,132
Total	\$ 1,430,000	\$ 428,757	\$ 1,858,757

City of Gardena
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2021

Note 8 – Long-Term Liabilities (Continued)

A. Governmental Activities (Continued)

2014 Taxable Lease Revenue Refunding Bonds – Original Issuance \$9,110,000

In December 2014, the City issued the Taxable Lease Revenue Refunding Bonds, Series 2014 in the amount of \$9,110,000 to current refund 2006 Certificate of Participation, Series B. The current refunding resulted in an economic gain in the amount of \$1,637,398 and saving in debt service payments in the amount of \$2,360,051. The current refunding resulted in no deferred gains or losses as the bond proceeds net of the issuance discount was sufficient to cover repayment of 2006 Certificates of Participation, Series B, the interests due, and the issuance cost on the 2014 Taxable Lease Revenue Refunding Bonds.

The bonds bear interest at rates between 3.95% and 5%. Interest on the bonds is payable annually on each May 1 and November 1. Principal payments are due in annual installments ranging from \$55,000 to \$1,430,000, commencing May 1, 2018 through May 1, 2036. The bonds are subject to optional and mandatory redemption prior to maturity. The refunding revenue bonds debt service payments will be made from the debt service funds.

The amount outstanding at June 30, 2021 totaled \$8,880,000. The annual debt service requirements on these bonds as follows:

Fiscal Year	Principal	Interest	Total
2022	\$ 65,000	\$ 440,934	\$ 505,934
2023	65,000	438,366	503,366
2024	70,000	435,799	505,799
2025	70,000	433,034	503,034
2026	75,000	429,709	504,709
2027-2031	2,230,000	2,056,270	4,286,270
2032-2036	6,305,000	928,000	7,233,000
Total	<u>\$ 8,880,000</u>	<u>\$ 5,162,112</u>	<u>\$ 14,042,112</u>

2017 Direct Purchase Lease

In June 2017, the City issued the Direct Purchase Lease in the amount of \$1,635,000 to currently refund 2006 Certificate of Participation, Series C. The economic gain on the current refunding was \$112,585 and the saving in debt service payments is \$89,363.

The bonds bear interest at 2.07%. Interest on the bonds is payable annually on each July 1. Principal payments are due in annual installments ranging from \$245,000 to \$285,000, commencing July 1, 2018 through July 1, 2023. The refunding revenue bonds debt service payments will be made from the debt service funds.

In the event of default, the lender may exercise any one or more of the following remedies (a) enforcement of payments without termination, (b) termination of lease, (c) proceeding at law or in equity, or (d) remedies under the lease and facilities lease.

The amount outstanding at June 30, 2021 totaled \$845,000. The annual debt service requirements on these bonds as follows:

City of Gardena
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2021

Note 8 – Long-Term Liabilities (Continued)

A. Governmental Activities (Continued)

2017 Direct Purchase Lease (Continued)

Fiscal Year	Principal	Interest	Total
2022	\$ 280,000	\$ 14,594	\$ 294,594
2023	280,000	8,798	288,798
2024	285,000	2,950	287,950
Total	<u>\$ 845,000</u>	<u>\$ 26,342</u>	<u>\$ 871,342</u>

2016 SCE On-Bill Financing Loan

On April 4, 2016, the City entered into a loan agreement with Southern California Edison (“SCE”) for the Energy Management Solutions Incentives Application. The agreement provides zero- percent interest financing for the installation of certain energy efficient equipment for up to \$126,580, of which is to be repaid over ten years through the Customer’s electric utility bills.

SCE may determine the loan to be breached and the City to be in default if the City (1) sells, assigns or otherwise transfers ownership, possession or title of the site or the equipment, (2) fails to pay the money payment when due, (3) closes, discontinues or otherwise causes the termination of the service account(s), or (4) otherwise breaches this agreement, and the breach is not cured as specified therein. Following a breach, SCE shall have the right to declare the entire unpaid balance of the loan obligation due and payable.

The amount outstanding at June 30, 2021 totaled \$53,749. The annual debt service requirements on this loan as follows:

Fiscal Year	Principal	Interest	Total
2022	\$ 14,296	\$ -	\$ 14,296
2023	14,296	-	14,296
2024	14,296	-	14,296
2025	7,769	-	7,769
2026	3,092	-	3,092
Total	<u>\$ 53,749</u>	<u>\$ -</u>	<u>\$ 53,749</u>

2020 Taxable Pension Obligation Bonds – Original Issuance \$101,490,000 (\$79,193,585 for Governmental Activities)

In November 2020, the City issued the Taxable Pension Obligation Bonds, Series 2020 in the amount of \$101,490,000. The purpose of the bonds was to finance a portion of the City’s unfunded accrued actuarial liability to the California Public Employees’ Retirement System (CalPERS) for the benefit of the City’s employees and to pay the costs of issuance of the bonds. Of the original \$101,490,000 of bond principal issued, \$79,193,585 was allocated to governmental activities and \$22,296,415 was allocated to business-type activities.

The bonds accrue interest at rates between 1.081% and 3.363%. Interest on the bonds is payable semiannually on each April 1 and October 1, commencing April 1, 2021. Principal payments are due in annual installments ranging from \$210,000 to \$7,525,000, commencing April 1, 2021 through April 1, 2039. The bonds are not subject to optional and mandatory redemption prior to maturity. The bond debt service payments will be made from the debt service funds.

City of Gardena
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2021

Note 8 – Long-Term Liabilities (Continued)

A. Governmental Activities (Continued)

2020 Taxable Pension Obligation Bonds – Original Issuance \$101,490,000 (\$79,193,585 for Governmental Activities) (Continued)

The amount outstanding for the governmental activities at June 30, 2021 totaled \$79,029,723. The annual debt service requirements for the governmental activities on these bonds are as follows:

Fiscal Year	Principal	Interest	Total
2022	\$ 2,337,000	\$ 2,319,695	\$ 4,656,695
2023	2,859,800	2,293,263	5,153,063
2024	3,285,063	2,256,000	5,541,063
2025	3,745,440	2,206,659	5,952,099
2026	3,960,022	2,142,911	6,102,933
2027-2031	21,263,175	9,233,793	30,496,968
2032-2036	24,610,662	5,887,450	30,498,112
2037-2039	16,968,561	1,324,406	18,292,967
Total	<u>\$ 79,029,723</u>	<u>\$ 27,664,177</u>	<u>\$ 106,693,900</u>

Loans Payable

On August 1, 2013, the City entered into a loan agreement with the State of California Department of Housing and Community Development (“California HCD”) for the funding of the Spring Park Senior Villa. The agreement provides funding for the development of the project for up to \$2,974,115, of which, \$2,874,115 is to be used for construction costs in the form of a construction loan and \$100,000 to be used for activity delivery and administration costs in the form of grants. If the HOME-assisted rental housing does not meet the minimum affordability period of 55 years per the City’s agreement with the California HCD, the repayment of all HOME funds to the State is required of the City. As of June 30, 2021, the City funded \$2,874,115 for the development of the project and accrued interest in the amount of \$671,765. This results in the loans payable in the amount of \$3,545,880 to the California HCD. Please refer to Note 5B for additional information.

Legal Debt Margin

The City is subject to legal debt margin and the City’s legal debt limit was in the amount of \$270,899,268 at June 30, 2021.

Compensated Absences

The long-term portion of compensated absences payable has been accrued for the Governmental Activities on the Government-Wide Financial Statements. In prior years, the General Fund has typically been used to liquidate the liability. The balance outstanding at June 30, 2021 was \$7,862,012.

City of Gardena
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2021

Note 8 – Long-Term Liabilities (Continued)

B. Business-Type Activities

The following is a summary of changes in long-term liabilities for business-type activities for the year ended June 30, 2021:

	Balance July 1, 2020	Additions	Deletions	Balance June 30, 2021	Due within One Year	Due in more One Year
2020 Taxable Pension Obligation						
Bonds - publicly offered	\$ -	\$ 22,296,415	\$ (46,138)	\$ 22,250,277	\$ 658,000	\$ 21,592,277
Compensated absences	1,607,546	1,137,933	(1,146,203)	1,599,276	319,855	1,279,421
Total	\$ 1,607,546	\$ 23,434,348	\$ (1,192,341)	\$ 23,849,553	\$ 977,855	\$ 22,871,698

2020 Taxable Pension Obligation Bonds – Original Issuance \$101,490,000 (\$22,296,415 for Business-Type Activities)

In November 2020, the City issued the Taxable Pension Obligation Bonds, Series 2020 in the amount of \$101,490,000. The purpose of the bonds was to finance a portion of the City's unfunded accrued actuarial liability to the California Public Employees' Retirement System (CalPERS) for the benefit of the City's employees and to pay the costs of issuance of the bonds. Of the original \$101,490,000 of bond principal issued, \$79,193,585 was allocated to governmental activities and \$22,296,415 was allocated to business-type activities.

The bonds accrue interest at rates between 1.081% and 3.363%. Interest on the bonds is payable semiannually on each April 1 and October 1, commencing April 1, 2021. Principal payments are due in annual installments ranging from \$210,000 to \$7,525,000, commencing April 1, 2021 through April 1, 2039. The bonds are not subject to optional and mandatory redemption prior to maturity. The bond debt service payments will be made from the debt service funds.

The amount outstanding for the business-type activities at June 30, 2021 totaled \$22,250,277. The annual debt service requirements for the business-type activities on these bonds are as follows:

Fiscal Year	Principal	Interest	Total
2022	\$ 658,000	\$ 653,130	\$ 1,311,130
2023	805,200	645,688	1,450,888
2024	924,937	635,196	1,560,133
2025	1,054,560	621,303	1,675,863
2026	1,114,978	603,355	1,718,333
2027-2031	5,986,825	2,599,852	8,586,677
2032-2036	6,929,338	1,657,661	8,586,999
2037-2039	4,776,439	372,898	5,149,337
Total	\$ 22,250,277	\$ 7,789,083	\$ 30,039,360

Compensated Absences

All vested vacation and compensatory leave time is recognized as an expense and as a liability in the business-type funds at the time the liability vests. GTrans and the Sewer Enterprise funds have been used to liquidate the liability. The balance outstanding at June 30, 2021 was \$1,599,276.

City of Gardena
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2021

Note 9 – Self-Insurance Programs

A. Self-Insurance Programs of the City

The City is self-insured for the first \$750,000 of each workers' compensation claim for both the GTrans and the City, \$750,000 each general liability claim and \$250,000 of each GTrans claim against the City. In addition, the City carries insurance of individual general liability claims in excess of \$750,000 to \$45,000,000 with Public Risk Innovation Solutions Management ("PRISM"). Additionally, the City has health insurance coverage for the employees and their families with an annual maximum amount of \$1 million for all services.

The City carries stop-loss insurance of individual health benefit claims in excess of \$50,000 to \$950,000 per person per year. At June 30, 2021, \$10,604,474 has been accrued for the City's self-insurance programs, of which \$8,389,641 is considered to be current. Said accruals represent estimates of amounts to be paid for reported claims and incurred but unreported claims based upon past experience, modified for current trends and information. While the ultimate amounts of losses incurred through June 30, 2021 are dependent on future developments, based upon information provided from the City Attorney, outside counsel and others involved with the administration of the programs, City management believes that the aggregate accrual is adequate to cover such losses. For the prior three (3) fiscal years, no settlements exceeded the City's insurance coverage.

Changes in the reported liability since June 30, 2021 resulted from the following:

	Claims Payable					
	Beginning Balance	Expenses and Changes in Estimates	Claims Payments	Ending Balance	Due within One Year	Due in more than One Year
2018-2019	\$ 10,918,761	\$ 1,610,181	\$ (290,894)	\$ 12,238,048	\$ 7,827,681	\$ 4,410,367
2019-2020	12,238,048	368,419	(3,193,864)	9,412,603	7,454,180	1,958,423
2020-2021	9,412,603	1,243,589	(51,718)	10,604,474	8,389,641	2,214,833

B. Purchased Insurance

Property Insurance - Several insurance companies underwrite this insurance protection. The City is currently insured according to a schedule of covered property submitted by the City to Travelers Property Casualty Company of America. Total all-risk property insurance coverage is \$67.2 million. There is a \$10,000 per loss deductible.

Crime Insurance - The City purchases crime insurance coverage with a limit of \$200,000 per occurrence. This policy provides coverage for all City employees.

C. Adequacy of Protection

During the past three fiscal years none of the above programs of protection have had settlements or judgments that exceeded pooled or insured coverage. There have been no significant reductions in insured liability coverage from coverage in the prior year.

City of Gardena
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2021

Note 10 – Retirement Plans

A. California Public Employees' Retirement System ("CalPERS")

The following is the summary of net pension liability and related deferred outflows of resources and deferred inflows of resources at June 30, 2021 and pension expense for the year then ended.

	Governmental Activities	Business-Type Activities	Total
Deferred outflows of resources:			
Pension contribution made after measurement date:			
Miscellaneous	\$ 23,495,510	\$ 23,514,314	\$ 47,009,824
Safety	60,369,859	-	60,369,859
Total pension contribution made after measurement date	83,865,369	23,514,314	107,379,683
Difference in projected and actual earnings on pension investments:			
Miscellaneous	502,001	502,405	1,004,406
Safety	1,335,435	-	1,335,435
Total difference in projected and actual earnings on pension investments	1,837,436	502,405	2,339,841
Differences between expected and actual experience			
Miscellaneous	795,462	796,099	1,591,561
Safety	4,764,665	-	4,764,665
Total differences between expected and actual experience	5,560,127	796,099	6,356,226
Adjustment due to differences in proportions:			
Safety	218,021	-	218,021
Difference between City's contribution and proportionate share of contributions:			
Safety	2,916,025	-	2,916,025
Total deferred outflows of resources	\$ 94,396,978	\$ 24,812,818	\$ 119,209,796
Aggregate net pension liabilities:			
Miscellaneous	\$ 23,758,422	\$ 23,777,439	\$ 47,535,861
Safety	61,443,923	-	61,443,923
Total aggregate net pension liabilities	\$ 85,202,345	\$ 23,777,439	\$ 108,979,784
Deferred inflows of resources:			
Change in assumptions:			
Miscellaneous	\$ 55,577	\$ 55,622	\$ 111,199
Safety	204,671	-	204,671
Total change in assumptions	\$ 260,248	\$ 55,622	\$ 315,870
Differences between expected and actual experience:			
Miscellaneous	216,387	216,562	432,949
Total differences between expected and actual experience	216,387	216,562	432,949
Difference between City's contribution and proportionate share of contributions:			
Safety	1,482,276	-	1,482,276
Adjustment due to differences in proportions:			
Safety	3,002,237	-	3,002,237
Total deferred inflows of resources	\$ 4,961,148	\$ 272,184	\$ 5,233,332
Pension Expense:			
Miscellaneous	\$ 3,847,112	\$ 3,850,191	\$ 7,697,303
Safety	10,474,500	-	10,474,500
Total pension expense	\$ 14,321,612	\$ 3,850,191	\$ 18,171,803

City of Gardena
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2021

Note 10 – Retirement Plans (Continued)

A. California Public Employees' Retirement System ("CalPERS") (Continued)

General Information about the Pension Plan

Plan Description

The City contribution to the California Public Employees Retirement System ("CalPERS"), an agent multiple-employer defined benefit pension plan for miscellaneous employees and a cost-sharing multiple-employer defined benefit plan for safety employees. CalPERS acts as a common investment and administrative agent for participating public entities within the State of California. Benefit provisions and all other requirements are established by state statute and City ordinance. A full description of the pension plan regarding number of employees covered, benefit provisions, assumptions (for funding, but not accounting purposes), and membership information are listed in the June 30, 2019 Annual Actuarial Valuation Report. This report and CalPERS' audited financial statements are publicly available reports that can be obtained at CalPERS' website under Forms and Publications.

Benefit Provided

CalPERS provides retirement and disability benefits, annual cost-of-living adjustments, and death benefits to plan members and beneficiaries. A classic CalPERS member or PEPRA Safety member becomes eligible for service retirement upon attainment of age 50 with at least 5 years of credited service. PEPRA miscellaneous members become eligible for service retirement upon attainment of age 52 with at least 5 years of service. The service retirement benefit is a monthly allowance equal to the product of the benefit factor, years of service, and final compensation.

The final compensation is the monthly average of the member's highest 36 or 12 consecutive months' full-time equivalent monthly pay. Retirement benefits for classic miscellaneous employees are calculated as 2% of average final 12 months compensation. Retirement benefit for PEPRA miscellaneous employees are calculated as 2% of the average final 36 months compensation. Retirement benefits for classic safety employees are calculated as 3% of the average final 12 months compensation. Retirement benefits for PEPRA safety employees are calculated as 2.7% of average final 36 months.

Participant is eligible for non-industrial disability retirement if the participant becomes disabled and has at least 5 years credited service. There is no special age requirement. The standard non-industrial disability retirement benefit is a monthly allowance equal to 1.8 percent of final compensation, multiplied by service.

Industrial disability benefits are not offered to miscellaneous employees. The City provides industrial disability retirement benefit to safety employees. The industrial disability retirement benefit is a monthly allowance equal to 50 percent of final compensation.

An employee's beneficiary may receive the basic death benefit if the employee becomes deceased while actively employed. The employee must be actively employed with the City to be eligible for this benefit. An employee's survivor who is eligible for any other pre-retirement death benefit may choose to receive that death benefit instead of this basic death benefit. The basic death benefit is a lump sum in the amount of the employee's accumulated contributions, where interest is currently credited at 7.5 percent per year, plus a lump sum in the amount of one month's salary for each completed year of current service, up to a maximum of six months' salary. For purposes of this benefit, one month's salary is defined as the member's average monthly full-time rate of compensation during the 12 months preceding death. Upon the death of a retiree, a one-time lump sum payment of \$500 will be made to the retiree's designated survivor(s), or to the retiree's estate.

City of Gardena
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2021

Note 10 – Retirement Plans (Continued)

A. California Public Employees' Retirement System ("CalPERS") (Continued)

General Information about the Pension Plan (Continued)

Benefit Provided (Continued)

Benefit terms provide for annual cost-of-living adjustments to each employee's retirement allowance. Beginning the second calendar year after the year of retirement, retirement and survivor allowances will be annually adjusted on a compound basis by 2 percent.

Employees Covered by Benefit Terms

At June 30, 2019, the valuation date, the following employees were covered by the benefit terms:

	Miscellaneous	Plans	
		Safety	
		Classic	PEPRA
Active employees	355	76	16
Transferred and terminated employees	359	47	7
Retired Employees and Beneficiaries	400	235	0
Total	1,114	358	23

Contributions

Section 20814(c) of the California Public Employees' Retirement Law ("PERL") requires that the employer contribution rates for all public employers be determined on an annual basis by the actuary and shall be effective on the July 1 following notice of a change in the rate. The total plan contributions are determined through CalPERS' annual actuarial valuation process. The actuarially determined rate is the estimated amount necessary to finance the costs of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability. The employer is required to contribute the difference between the actuarially determined rate and the contribution rate of employees. The required contribution rates are as follow:

Measurement Period June 30, 2020				
	Plans			
	Miscellaneous		Safety	
	Classic	PEPRA	Classic	PEPRA
Employer Contribution Rate	8.860%	8.860%	23.654%	13.786%
Employee Contribution Rate	7.000%	6.750%	9.000%	12.750%
Current Fiscal Year Ended June 30, 2021				
	Plans			
	Miscellaneous		Safety	
	Classic	PEPRA	Classic	PEPRA
Employer Contribution Rate	9.362%	9.362%	25.540%	13.884%
Employee Contribution Rate	7.000%	6.750%	9.000%	12.750%

City of Gardena
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2021

Note 10 – Retirement Plans (Continued)

A. California Public Employees' Retirement System ("CalPERS") (Continued)

General Information about the Pension Plan (Continued)

Contributions (Continued)

During fiscal year 2021, the City contributed \$100,897,734 of proceeds from the issuance of the 2020 Taxable Pension Obligation Bonds to CalPERS in order to reduce the City's net pension liability. At June 30, 2021, this amount is included in the \$107,379,683 of deferred outflows of resources related to pension as contributions made after the measurement date.

Net Pension Liability

Actuarial Methods and Assumption Used to Determine Total Pension Liability

The June 30, 2019 valuation was rolled forward to determine the June 30, 2020 total pension liability, based on following actuarial methods and assumptions:

Actuarial Cost Method	Entry Age Normal
Actuarial Assumptions:	
Discount Rate	7.15%
Inflation	2.625%
Salary Increases	Varies by Entry Age and Service
Investment Rate of Return	7.25% includes inflation
Mortality Rate Table ¹	Derived using CalPERS' Membership Data for all Funds.
Post Retirement Benefit Increase	Contract COLA up to 2.00% until Purchasing Power Protection Allowance Floor on Purchasing Power applies, 2.50% thereafter

¹ The mortality table used was developed based on CalPERS-specific data. The probabilities of mortality are based on the 2017 CalPERS Experience Study for the period from 1997 to 2015. Pre-retirement and Post-retirement mortality rates include 15 years of projected mortality improvement using 90% of Scale MP-2016 published by the Society of Actuaries. For more details on this table, please refer to the CalPERS Experience Study and Review of Actuarial Assumptions report from December 2017 that can be found on the CalPERS website.

Change of Assumptions

The CalPERS Board of Administration adopted a new amortization policy effective with the June 30, 2019 actuarial valuation. The new policy shortens the period over which actuarial gains and losses are amortized from 30 years to 20 years with the payments computed as a level dollar amount. In addition, the new policy does not utilize a 5-year ramp-up and ramp-down on UAL bases attributable to assumption and method changes and non-investment gains/losses. The new policy does not utilize a 5-year ramp-down on investment gains/losses. These changes apply only to new UAL bases established on or after June 30, 2020.

City of Gardena
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2021

Note 10 – Retirement Plans (Continued)

A. California Public Employees' Retirement System ("CalPERS") (Continued)

Net Pension Liability (Continued)

Long-term Expected Rate of Return (Continued)

The long-term expected rate of return on pension plan investments was determined using a building-block method in which expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class.

In determining the long-term expected rate of return, CalPERS took into account both short-term and long-term market return expectations as well as the expected pension fund cash flows. Using historical returns of all of the funds' asset classes, expected compound (geometric) returns were calculated over the short-term (first 10 years) and the long-term (11+ years) using a building-block approach. Using the expected nominal returns for both short-term and long-term, the present value of benefits was calculated for each fund. The expected rate of return was set by calculating the rounded single equivalent expected return that arrived at the same present value of benefits for cash flows as the one calculated using both short-term and long-term returns. The expected rate of return was then set equal to the single equivalent rate calculated above and adjusted to account for assumed administrative expenses.

The expected real rates of return by asset class are as followed:

Asset Class ¹	Assumed Asset Allocation	Real Return Years 1 - 10 ²	Real Return Years 11+ ³
Global Equity	50.00%	4.80%	5.98%
Fixed Income	28.00%	1.00%	2.62%
Inflation Assets	0.00%	0.77%	1.81%
Private Equity	8.00%	6.30%	7.23%
Real Assets	13.00%	3.75%	4.93%
Liquidity	1.00%	0.00%	-0.92%
	<u>100.00%</u>		

¹ In the CalPERS CAFR, Fixed Income is included in Global Debt Securities; Liquidity is included in Short-term Investments; Inflation Assets are included in both Global Equity Securities and Global Debt Securities.

² An expected inflation of 2.00% used for this period.

³ An expected inflation of 2.92% used for this period.

Discount Rate

The discount rate used to measure the total pension liability was 7.15%. The projection of cash flows used to determine the discount rate assumed that contributions from plan members will be made at the current member contribution rates and that contributions from employers will be made at statutorily required rates, actuarially determined. Based on those assumptions, the Plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

City of Gardena
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2021

Note 10 – Retirement Plans (Continued)

A. California Public Employees' Retirement System ("CalPERS") (Continued)

Changes in the Net Pension Liability

The following table shows the changes in net pension liability for the City's Miscellaneous Plan recognized over the measurement period.

Miscellaneous Plan			
	Increase (Decrease)		
	Total Pension Liability	Plan Fiduciary Net Position	Net Pension Liability
	(a)	(b)	(c) = (a) - (b)
Balance at June 30, 2019 (Valuation Date)	\$ 174,322,037	\$ 129,479,562	\$ 44,842,475
Changes recognized for the measurement period:			
Service Cost	3,329,543	-	3,329,543
Interest on the total pension liability	12,201,071	-	12,201,071
Changes of benefit terms	-	-	-
Difference between expected and actual experience	(593,300)	-	(593,300)
Changes of assumptions	-	-	-
Plan to plan resource movement	-	-	-
Contributions from the employer	-	4,397,533	(4,397,533)
Contributions from employees	-	1,611,737	(1,611,737)
Net investment income	-	6,417,192	(6,417,192)
Benefit payments, including refunds of employee contributions	(9,498,332)	(9,498,332)	-
Administrative expense	-	(182,534)	182,534
Other miscellaneous income/(expense)	-	-	-
Net changes during July 1, 2019 to June 30, 2020	5,438,982	2,745,596	2,693,386
Balance at June 30, 2020 (Measurement Date)	\$ 179,761,019	\$ 132,225,158	\$ 47,535,861

Proportionate Share of Net Pension Liability and Pension Expense

The following table shows the City's safety plan's proportionate share of the risk pool collective net pension liability over the measure period.

Safety Plan			
	Increase (Decrease)		
	Total Pension Liability	Plan Fiduciary Net Position	Net Pension Liability
	(a)	(b)	(c) = (a) - (b)
Balance at June 30, 2019 (Valuation Date)	\$ 208,875,272	\$ 151,594,952	\$ 57,280,320
Balance at June 30, 2020 (Measurement Date)	219,815,760	158,371,837	61,443,923
Net Changes during 2019-2020	10,940,488	6,776,885	4,163,603

City of Gardena
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2021

Note 10 – Retirement Plans (Continued)

A. California Public Employees' Retirement System ("CalPERS") (Continued)

Changes in the Net Pension Liability

Proportionate Share of Net Pension Liability and Pension Expense (Continued)

The following is the approach established by the plan actuary to allocate the net pension liability and pension expense to the individual employers within the risk pool.

- (1) In determining a cost-sharing plan's proportionate share, total amounts of liabilities and assets are first calculated for the risk pool as a whole on the valuation date (June 30, 2019). The risk pool's fiduciary net position ("FNP") subtracted from its total pension liability ("TPL") determines the net pension liability ("NPL") at the valuation date.
- (2) Using standard actuarial roll forward methods, the risk pool TPL is then computed at the measurement date (June 30, 2020). Risk pool FNP at the measurement date is then subtracted from this number to compute the NPL for the risk pool at the measurement date. For purposes of FNP in this step and any later reference thereto, the risk pool's FNP at the measurement date denotes the aggregate risk pool's FNP at June 30, 2020 less the sum of all additional side fund (or unfunded liability) contributions made by all employers during the measurement period (2019-20).
- (3) The individual plan's TPL, FNP and NPL are also calculated at the valuation date. TPL is allocated based on the rate plan's share of the actuarial accrued liability. FNP is allocated based on the rate plan's share of market value assets.
- (4) Two ratios are created by dividing the plan's individual TPL and FNP as of the valuation date from (3) by the amounts in step (1), the risk pool's total TPL and FNP, respectively.
- (5) The plan's TPL as of the Measurement Date is equal to the risk pool TPL generated in (2) multiplied by the TPL ratio generated in (4). The plan's FNP as of the Measurement Date is equal to the FNP generated in (2) multiplied by the FNP ratio generated in (4) plus any additional side fund (or unfunded liability) contributions made by the employer on behalf of the plan during the measurement period.
- (6) The plan's NPL at the Measurement Date is the difference between the TPL and FNP calculated in (5).

Deferred outflows of resources, deferred inflows of resources, and pension expense are allocated based on the City's share of net pension liability at the end of measurement date.

The City's proportionate share of the net pension liability was as follows:

	<u>Safety Plan</u>
June 30, 2019	0.558994%
June 30, 2020	0.564720%
Change - Increase (Decrease)	<u>0.005726%</u>

City of Gardena
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2021

Note 10 – Retirement Plans (Continued)

A. California Public Employees' Retirement System ("CalPERS") (Continued)

Changes in the Net Pension Liability (Continued)

Sensitivity of the Net Pension Liability to Changes in the Discount Rate

The following presents the net pension liability of the plans as of the measurement date, calculated using the discount rate of 7.15%, as well as what the net pension liability would be if it were calculated using a discount rate that is 1 percentage-point lower (6.15%) or 1 percentage-point higher (8.15%) than the current rate:

	Plan's Net Pension Liability		
	Discount Rate - 1% (6.15%)	Current Discount Rate (7.15%)	Discount Rate + 1% (8.15%)
Miscellaneous Plan	\$ 70,703,718	\$ 47,535,861	\$ 28,389,113
Safety Plan	\$ 91,295,718	\$ 61,443,923	\$ 36,947,700

Pension Plan Fiduciary Net Position

Detailed information about the plan's fiduciary net position is available in the separately issued CalPERS financial report.

Pension Expense and Deferred Outflows and Deferred Inflows of Resources Related to Pensions

For the year ended June 30, 2021, the City recognized pension expense in the amounts of \$7,697,303 and \$10,474,500 for the miscellaneous plan and safety plan, respectively.

As of measurement date of June 30, 2020, the City has deferred outflows and deferred inflows of resources related to pensions as follows:

Miscellaneous Plan		
	Deferred outflows of Resources	Deferred inflows of Resources
Pension contribution made after measurement date	\$ 47,009,824	\$ -
Changes of assumptions	-	(111,199)
Difference between expected and actual experience	1,591,561	(432,949)
Net difference between projected and actual earning on pension plan investments	1,004,406	-
Total	\$ 49,605,791	\$ (544,148)

City of Gardena
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2021

Note 10 – Retirement Plans (Continued)

A. California Public Employees' Retirement System ("CalPERS") (Continued)

Pension Expense and Deferred Outflows and Deferred Inflows of Resources Related to Pensions (Continued)

	Safety Plan	
	Deferred outflows of Resources	Deferred inflows of Resources
Pension contribution made after measurement date	\$ 60,369,859	\$ -
Changes of assumptions	-	(204,671)
Difference between expected and actual experience	4,764,665	-
Difference between projected and actual earnings on pension plan investments	1,335,435	-
Adjustment due to differences in proportions	218,021	(3,002,237)
Difference between City contributions and proportionate share of contributions	2,916,025	(1,482,276)
Total	<u>\$ 69,604,005</u>	<u>\$ (4,689,184)</u>

The amounts above are net of outflows and inflows recognized in the 2019-2020 measurement period expense.

The expected average remaining service lifetime ("EARSL") is calculated by dividing the total future service years by the total number of plan participants (active, inactive, and retired). The EARSL for the miscellaneous plan and the safety risk pool for the 2019-20 measurement period is 3.7 and 3.8 years, which was obtained by dividing the total service years of 4,032 and 548,581 (the sum of remaining service lifetimes of the active employees) by 1,091 and 145,663 (the total number of participants: active, inactive, and retired), respectively.

\$47,009,824 and \$60,369,859 reported as deferred outflows of resources related to pensions for miscellaneous plan and safety plan, respectively, resulting from the City's contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability and collectively net pension liability, respectively, in the year ending June 30, 2022.

Other amounts reported as deferred outflows and deferred inflows of resources related to pensions will be recognized in the future pension expense as follows:

	Deferred Outflows/ (Inflows) of Resources Miscellaneous Plan	Deferred Outflows/ (Inflows) of Resources Safety Plan
Ended June 30		
2022	\$ 245,739	\$ 852,625
2023	706,624	1,831,365
2024	560,415	1,191,843
2025	539,041	669,129
2026	-	-
Thereafter	-	-
	<u>\$ 2,051,819</u>	<u>\$ 4,544,962</u>

City of Gardena
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2021

Note 10 – Retirement Plans (Continued)

B. Public Agency Retirement System (“PARS”)

Defined Contribution Pension Plan

For all of its part-time employees who are not eligible for coverage under the CalPERS pension plan, the City provides pension benefits through a defined contribution plan. In a defined contribution plan, benefits depend solely on amounts contributed to the plan plus investment earnings. The plan is administered as part of the Public Agency Retirement Systems (“PARS”). The PARS Trust Agreement may be amended by a two-thirds majority or greater of the Member Agencies. The plan conforms to the requirements under Internal Revenue Code 401(a) and has received a favorable Letter of Determination from the Internal Revenue Service.

All part-time employees are eligible to participate from the date of employment. Federal legislation requires contributions of at least 7.5 percent to a retirement plan, and City Council resolved to match the employees’ contributions up to 3.75 percent. The City’s contributions for each employee (and interest earned by the accounts) are fully vested immediately. For the year ended June 30, 2021 the City’s payroll covered by the plan was \$165,499. The City made employer contributions in the amount of \$6,207. There were 52 participants of the Plan as of June 30, 2021.

The assets of the defined contribution pension plan are those of the part-time employees and are not included in the accompanying financial statements.

Note 11 – Other Postemployment Benefits (“OPEB”)

At June 30, 2021, total OPEB liability and related deferred outflows of resources and deferred inflows of resources are as follows:

	Governmental Activities	Business-Type Activities	Total
Deferred outflows of resources:			
OPEB contribution made after measurement date	\$ 2,237,985	\$ 272,358	\$ 2,510,343
Change in assumptions	11,259,517	175,979	11,435,496
Differences between expected and actual experience	1,273,901	204,326	1,478,227
Differences in projected and actual earnings	3,014	127,710	130,724
Total deferred outflows of resources	\$ 14,774,417	\$ 780,373	\$ 15,554,790
Total other postemployment benefit liabilities	\$ 73,792,590	\$ 6,828,246	\$ 80,620,836
Deferred inflows of resources:			
Change in assumptions	\$ 5,321,519	\$ 260,283	\$ 5,581,802
Differences between expected and actual experience	1,808,031	258,617	2,066,648
Differences in projected and actual earnings	-	-	-
Total deferred inflows of resources	\$ 7,129,550	\$ 518,900	\$ 7,648,450
OPEB expense	\$ 4,250,132	\$ 756,213	\$ 5,006,345

City of Gardena
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2021

Note 11 – Other Postemployment Benefits (“OPEB”) (Continued)

General Information about the OPEB Plan

Plan Description

The City provides retiree healthcare benefits for employees who retire simultaneously from CalPERS and the City and who meet the qualifying criteria negotiated by the various City labor groups. The OPEB plan is a single employer plan with a trust, but without special funding situation, or non-employer contribution entities. The City offers insurance coverage from Kaiser Permanente and a self-insured PPO.

Miscellaneous employees hired prior to July 1, 2002 must be 55 years of age and have at least 13 years of full-time service with the City. Effective July 1, 2002, miscellaneous (non-management) employees must have at least 20 years of full-time service to qualify. Safety employees must be 50 years of age and have 25 years of full-time service in the police or fire department of the City. In October 2000, City fire services transferred to contracted services with the Los Angeles County Fire District. Postemployment benefits continue only for fire personnel retiring from service prior to that date.

The City’s health plan year runs February through January with open-enrollment every January prior to the start of the new plan year. The monthly benefits to be paid by the City are both \$1,167 per month for the calendar years of 2020 and 2021.

Eligibility

All of the Plan’s employees became participants in accordance with a negotiated Memorandum of Understanding (“MOU”) as negotiated by each group or bargaining unit. In order to receive benefits, eligible employees must meet the minimum requirements defined in their MOU. At June 30, 2020 measurement date, the following numbers of participants were covered by the benefit terms:

	Plans		
	Governmental Activities	GTrans	Sewer
Inactives currently receiving benefits	176	39	-
Inactives entitled to benefit payments	-	-	-
Active employees	229	120	5
Total	405	159	5

Contributions

	Fiscal Year Ended June 30, 2021		
	Governmental Activities	Gtrans	Total
Benefit payments	\$ 2,237,985	\$ 272,358	\$ 2,510,343
Trust contributions	-	-	-
Total	\$ 2,237,985	\$ 272,358	\$ 2,510,343

City of Gardena
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2021

Note 11 – Other Postemployment Benefits (“OPEB”) (Continued)

Net OPEB Liability

The OPEB liability was measured as of June 30, 2020, and total liability used to calculate the net OPEB liability was determined by an actuarial valuation as of June 30, 2020.

Significant Actuarial Assumptions Used for Total OPEB Liability

The total OPEB liability, measured as of June 30, 2020, was determined using the following actuarial assumptions:

Actuarial Cost Method	Entry Age Normal
Actuarial Assumptions:	
Actuarial Valuation Date	June 30, 2020
Contribution Policy	Governmental activities and Sewer: City began making contributions to CERBT#1 in 2019/20 on an ad-hoc basis GTrans: Agency contributes full ADC
Discount Rate and Long-Term Expected Rate of Return on Assets	Governmental activities and Sewer: 2.21% at June 30, 2021 GTrans: 6.25% at June 30, 2021 Expected Agency contributions projected to keep sufficient plan assets to pay all benefits from trust.
Inflation	2.50%
Mortality, Retirement, Disability, Termination	CalPERS 1997-2015 Experience Study
Mortality Improvement	Post-retirement mortality projected fully generational with Scale MP-2020
Salary Increases	Aggregate - 2.75% Merit - CalPERS 1997-2015 Experience Study
Medical Trend	Non-Medicare - 5.85% for 2022, decreasing to an ultimate rate of 3.75% in 2076. Medicare - 6.5% for 2021, decreasing to an ultimate rate of 4.0% in 2076.
Medical Plan at Retirement	Current actives pre-Medicare: 40% Kaiser, 60% City plan Current actives post-Medicare: 25% Kaiser, 75% City plan Current retirees: current election
Healthcare Participation for Future Retirees	Currently covered: retiree - 100%, spouse - 50-100% based on the City Contribution. Currently waived: 10%

Total OPEB Liability

Change in Assumptions

Discount rate changed from 3.87% at June 30, 2018 to 3.50% at June 30, 2019 and to 2.21% at June 30, 2020 for governmental activities and Sewer Enterprise’s plans. The GTrans discount rate changed from 6.75% at June 30, 2019 to 6.25% at June 30, 2020. Medical plan assumption, trend rate assumption, demographic assumption and mortality improvement scale were updated.

Discount Rate

The discount rate used to measure the total OPEB liability for the governmental activities and Sewer Enterprise was 2.21%. This discount rate is the mid-point, rounded to five basis points, of the range of 3-20 year municipal bond rate indices; S&P Municipal bond 20 Year High Grade Rate Index, Bond Buyer 20-Bond GO Index, and Fidelity GO AA 20 Year Bond Index.

City of Gardena
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2021

Note 11 – Other Postemployment Benefits (“OPEB”) (Continued)

Total OPEB Liability (Continued)

Discount Rate (Continued)

The discount rate used to measure the total OPEB liability for GTrans was 6.25% percent. The fiduciary net position is projected to be sufficient to make projected benefit payments, and the plan assets are expected to be invested using the strategy to achieve the expected return. The target allocation and best estimates of arithmetic real rates of return for each major asset class are summarized in the following table:

Expected Long-Term Rates of Return

Asset Class Component	Target Allocation ¹ CERBT Strategy	Expected Real Rate of Return
Global Equity	59.00%	4.56%
Fixed Income	25.00%	0.78%
TIPS	5.00%	-0.08%
Commodities	3.00%	1.22%
REITs	8.00%	4.06%
	100.00%	
Assumed Long-Term Rate of Inflation		2.50%
Expected Long-Term Net Rate of Return, Rounded		6.25%

¹ Policy target effective October 1, 2018.

The long-term expected rates of return are presented as geometric means.

Change in Net OPEB Liability

The following presents the changes in the net OPEB liability for the governmental activities’ Retiree Health Plan:

	Increase (Decrease)		
	Total OPEB Liability (a)	Fiduciary Net Position (b)	Net OPEB Liability (c) = (a) - (b)
Balance at June 30, 2019	\$ 63,866,434	\$ 151,791	\$ 63,714,643
Changes recognized for the measurement period:			
Service Cost	1,902,932	-	1,902,932
Interest on the total pension liability	2,265,606	-	2,265,606
Differences between expected and actual experience	(2,109,370)	-	(2,109,370)
Changes in assumptions	10,099,593	-	10,099,593
Contributions - employer	-	2,075,527	(2,075,527)
Net investment income	-	5,361	(5,361)
Benefits payments	(2,075,527)	(2,075,527)	-
Administrative expenses	-	(74)	74
Net changes during July 1, 2019 to June 30, 2020	10,083,234	5,287	10,077,947
Balance at June 30, 2020 (Measurement Date)	\$ 73,949,668	\$ 157,078	\$ 73,792,590

City of Gardena
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2021

Note 11 – Other Postemployment Benefits (“OPEB”) (Continued)

Change in Net OPEB Liability (Continued)

The following presents the changes in the net OPEB liability for the GTrans Enterprise’s retiree OPEB Plan:

	Increase (Decrease)		
	Total Pension Liability (a)	Plan Fiduciary Net Position (b)	Net OPEB Liability (c) = (a) - (b)
Balance at June 30, 2019	\$ 10,311,986	\$ 4,332,030	\$ 5,979,956
Changes recognized for the measurement period:			
Service cost	299,863	-	299,863
Interest on the total OPEB liability	706,976	-	706,976
Differences between expected and actual experience	(294,459)	-	(294,459)
Changes in assumptions	117,261	-	117,261
Contributions - employer	-	276,271	(276,271)
Net investment income	-	152,987	(152,987)
Benefit payments	(276,271)	(276,271)	-
Administrative expenses	-	(2,115)	2,115
Net changes during July 1, 2019 to June 30, 2020	553,370	150,872	402,498
Balance at June 30, 2020 (Measurement Date)	\$ 10,865,356	\$ 4,482,902	\$ 6,382,454

The following presents the changes in the net OPEB liability for the Sewer Enterprise Fund (nonmajor):

	Increase (Decrease)		
	Total Pension Liability (a)	Plan Fiduciary Net Position (b)	Net OPEB Liability (c) = (a) - (b)
Balance at June 30, 2019	\$ 330,691	\$ -	\$ 330,691
Changes recognized for the measurement period:			
Service Cost	22,199	-	22,199
Interest on the total OPEB liability	12,351	-	12,351
Differences between expected and actual experience	16,025	-	16,025
Changes in assumptions	64,526	-	64,526
Contributions - employer	-	-	-
Net investment income	-	-	-
Benefit payments	-	-	-
Administrative expenses	-	-	-
Net changes during July 1, 2019 to June 30, 2020	115,101	-	115,101
Balance at June 30, 2020 (Measurement Date)	\$ 445,792	\$ -	\$ 445,792

City of Gardena
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2021

Note 11 – Other Postemployment Benefits (“OPEB”) (Continued)

Change in Net OPEB Liability (Continued)

Sensitivity of the net OPEB Liability to Changes in the Discount Rate

The following presents the net OPEB liability of the governmental activities and the Sewer’s Retiree Health Plans, as well as what the governmental activities and the Sewer Enterprise’s total OPEB liability would be if it were calculated using a discount rate that is 1-percentage-point lower (1.21 percent) or 1-percentage- point higher (3.21 percent) than the current discount rate:

	Plan's Net OPEB Liability		
	Discount Rate - 1% (1.21%)	Current Discount Rate (2.21%)	Discount Rate + 1% (3.21%)
Governmental Activities	\$ 88,298,556	\$ 73,792,590	\$ 62,561,151
Sewer	\$ 540,933	\$ 445,792	\$ 372,389

The following presents the net OPEB liability of the GTrans Enterprise Retiree Health Plan, as well as what the GTrans Enterprise Retiree Health Plan’s total OPEB liability would be if it were calculated using a discount rate that is 1-percentage-point lower (5.25 percent) or 1-percentage- point higher (7.25 percent) than the current discount rate:

Plan's Net OPEB Liability		
Discount Rate - 1% (5.25%)	Current Discount Rate (6.25%)	Discount Rate + 1% (7.25%)
\$ 7,918,954	\$ 6,382,454	\$ 5,117,319

Sensitivity of the Net OPEB Liability to Changes in the Health Care Cost Trend Rates

The following presents the total OPEB liability of the City, GTrans, and Sewer, as well as what the City’s, GTrans’, and Sewer’s total OPEB liability would be if it were calculated using healthcare cost trend rates that are 1-percentage-point lower or 1-percentage-point higher than the current healthcare cost trend rates:

	Plan's Net OPEB Liability		
	1% Decrease	Current Trend	1% Increase
Governmental Activities	\$ 61,670,090	\$ 73,792,590	\$ 89,781,521
GTrans	\$ 4,949,154	\$ 6,382,454	\$ 8,164,778
Sewer	\$ 355,908	\$ 445,792	\$ 569,401

City of Gardena
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2021

Note 11 – Other Postemployment Benefits (“OPEB”) (Continued)

OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB

For the measurement period ended June 30, 2020, the governmental activities recognized expense of \$4,250,132. At June 30, 2021, the City reported deferred outflows of resources and deferred inflows of resources related to governmental activities OPEB from the following sources:

	Deferred outflows of resources	Deferred inflows of resources
Difference between expected and actual experience	\$ 1,273,901	\$ (1,808,031)
Changes in assumptions	11,259,517	(5,321,519)
Net difference between projected and actual earnings on plan investments	3,014	-
Employer contributions made subsequent to the measurement date	2,237,985	-
Total	<u>\$ 14,774,417</u>	<u>\$ (7,129,550)</u>

For the measurement period ended June 30, 2020, GTrans recognized expense of \$721,386. At June 30, 2021, the City reported deferred outflows of resources and deferred inflows of resources related to GTrans OPEB from the following sources:

	Deferred outflows of resources	Deferred inflows of resources
Difference between expected and actual experience	\$ 189,636	\$ (258,106)
Changes in assumptions	102,784	(225,158)
Net difference between projected and actual earnings on plan investments	127,710	-
Employer contributions made subsequent to the measurement date	272,358	-
Total	<u>\$ 692,488</u>	<u>\$ (483,264)</u>

For the measurement period ended June 30, 2020, Sewer recognized expense of \$34,827. At June 30, 2021, the City reported deferred outflows of resources and deferred inflows of resources related to Sewer OPEB from the following sources:

	Deferred outflows of resources	Deferred inflows of resources
Difference between expected and actual experience	\$ 14,690	\$ (511)
Changes in assumptions	73,195	(35,125)
Net difference between projected and actual earnings on plan investments	-	-
Employer contributions made subsequent to the measurement date	-	-
Total	<u>\$ 87,885</u>	<u>\$ (35,636)</u>

City of Gardena
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2021

Note 11 – Other Postemployment Benefits (“OPEB”) (Continued)

OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB (Continued)

The difference between projected OPEB plan investment earnings and actual earnings is amortized over a five-year period. The remaining gains and losses are amortized over the expected average remaining service life. The expected average remaining service life is 6.9 years, 8.1 years, and 10.8 years for the governmental activities, the GTrans, and the Sewer, respectively, which was determined as of July 1, 2019, the beginning of the measurement period, for employees covered by the OPEB plan benefit terms.

\$2,237,985 and \$272,358 reported as deferred outflows of resources related to OPEB under the governmental activities and GTrans, respectively resulting from the City’s contributions subsequent to the measurement date will be recognized as a reduction of the net OPEB liability in the year ending June 30, 2021. Other amount reported as deferred inflows of resources related to OPEB will be recognized in the future OPEB expense as follows:

Ended June 30	Deferred Outflows/ (Inflows) of Resources Governmental Activities	Deferred Outflows/ (Inflows) of Resources GTrans	Deferred Outflows/ (Inflows) of Resources Sewer
2022	\$ 91,764	\$ 4,773	\$ 277
2023	91,764	4,772	277
2024	1,090,766	3,772	3,277
2025	1,371,614	(971)	5,277
2026	1,619,511	(28,841)	5,277
Thereafter	1,141,463	(46,639)	37,864
	\$ 5,406,882	\$ (63,134)	\$ 52,249

Note 12 – Deferred Compensation Plan

The City offers its employees a deferred compensation plan created in accordance with Internal Revenue Code Section 457. The plan, available to all City employees, permits them to defer a portion of their salaries until future years. The deferred compensation is not available to employees until termination, retirement, death or unforeseeable emergency. The plan assets are under the participants control and are principally invested in demand deposits and mutual funds and are held in trust for the exclusive benefit of the participants and their beneficiaries. The plan assets are not included in the accompanying financial statements. At June 30, 2021, the amount held by the Trustee for the City employees is \$30,988,909.

City of Gardena
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2021

Note 13 – Classification of Fund Balances

At June 30, 2021, fund balances are classified in the governmental funds as follows:

	General Fund	Economic Development Grants Special Revenue Fund	City Debt Service Fund	Nonmajor Governmental Funds	Total Governmental Funds
Nonspendable:					
Inventories	\$ 46,242	\$ -	\$ -	\$ -	\$ 46,242
Prepaid items and deposits	1,167,780	-	290,938	51,490	1,510,208
Total nonspendable	<u>1,214,022</u>	<u>-</u>	<u>290,938</u>	<u>51,490</u>	<u>1,556,450</u>
Restricted:					
Economic development	-	4,733,953	-	-	4,733,953
Debt service	-	-	1,681,507	-	1,681,507
Law enforcement	-	-	-	773,009	773,009
Local street improvements	-	-	-	5,614,391	5,614,391
Capital projects	-	-	-	3,769,724	3,769,724
Other purposes	-	-	-	88,185	88,185
Total restricted	<u>-</u>	<u>4,733,953</u>	<u>1,681,507</u>	<u>10,245,309</u>	<u>16,660,769</u>
Committed:					
Emergency contingency	3,295,768	-	-	-	3,295,768
Civic center improvements	3,500,000	-	-	-	3,500,000
Senior and Aquatic Center Project	10,000,000	-	-	-	10,000,000
Pension stabilization fund ¹	1,901,935	-	-	-	1,901,935
Total committed	<u>18,697,703</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>18,697,703</u>
Assigned:					
Vehicle replacement	527,167	-	-	-	527,167
Equipment replacement	1,461,983	-	-	-	1,461,983
Future debt service payments	6,681,353	-	-	-	6,681,353
Total assigned	<u>8,670,503</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>8,670,503</u>
Unassigned:	<u>200,000</u>	<u>-</u>	<u>-</u>	<u>(1,298,092)</u>	<u>(1,098,092)</u>
Total fund balance	<u>\$ 28,782,228</u>	<u>\$ 4,733,953</u>	<u>\$ 1,972,445</u>	<u>\$ 8,998,707</u>	<u>\$ 44,487,333</u>

¹ On May 28, 2019, the City Council approve the transfer of \$1,000,000 from the General Fund to the Pension Stabilization Fund to be used for future UAL additional discretionary payments.

Note 14 – Jointly Governed Organization

South Bay Regional Public Communications Authority

The City is a member of the South Bay Regional Public Communications Authority (“SBRPCA”), which provides financing and equipment for a police communications system for the City and the other member municipalities of SBRPCA - Hawthorne and Manhattan Beach. SBRPCA financial statements can be obtained from the SBRPCA at 4440 West Broadway, Hawthorne, California 90250.

City of Gardena
Notes to the Basic Financial Statements (Continued)
For the Year Ended June 30, 2021

Note 14 – Jointly Governed Organization (Continued)

South Bay Regional Public Communications Authority (Continued)

Revenues, expenses and indebtedness incurred by the SBRPCA relating to services associated with central dispatch are divided by member agencies in accordance with set percentages; however, expenses incurred relating to specific equipment and services requested by an individual member agency for use by its own public safety services are paid entirely by that member agency. As of June 30, 2021, the City's percentage interest is 32.08%.

As of and for the year ended June 30, 2021, the latest available information, SBRPCA's unaudited financial information is as follows:

Total assets	\$ 14,208,588
Total deferred outflows of resources	3,129,376
Total liabilities	13,311,031
Total deferred inflows of resources	984,928
Net position	\$ 3,042,005
Total revenues	\$ 12,085,208
Total expenses	(13,713,589)
Change in net position	\$ (1,628,381)

Note 15 – Commitments and Contingencies

The City participates in a number of federal and state assisted grant programs, which are subject to program compliance audits by the grantors or their representatives. Final closeout audits of these programs have not yet been completed. Accordingly, the City's ultimate compliance with applicable grant requirements will be established at some future date. Expenditures, if any, which may be disallowed by the granting agencies cannot be determined at this time, although the City expects such amounts, if any, to be immaterial.

The City is currently a party to various claims and legal proceedings. In management's opinion, the ultimate liabilities, if any, resulting from such claims and proceedings, will not materially affect the City's financial position.

The City had outstanding construction commitments in the amount of \$10,942,275 as of June 30, 2021.

Note 16 – Subsequent Events

On September 1, 2021, the City took a proactive approach to take advantage of the historically low interest rates and used its excellent issuer credit rating to obtain a Lease Revenue Bond in the amount of \$13.2 million dollars with a 20-year term at 1.98% true interest cost over the life of the bond. The bond proceeds will be used to fund various capital projects including the Gardena Community Aquatic & Senior Center, the Community Center, and various Park Improvement projects.

REQUIRED SUPPLEMENTARY INFORMATION (UNAUDITED)

City of Gardena

*Annual Comprehensive Financial Report
For the Year Ended June 30, 2021*



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City of Gardena
Required Supplementary Information (Unaudited)
Budgetary Comparison Schedule
For the Year Ended June 30, 2021

General Fund

	Original Budget	Final Budget	Actual	Variance with Final Budget
REVENUES:				
Taxes	\$ 45,799,673	\$ 45,799,673	\$ 54,483,563	\$ 8,683,890
Licenses and permits	1,395,500	1,395,500	2,389,538	994,038
Intergovernmental	573,100	573,100	8,758,293	8,185,193
Charges for services	5,043,239	5,043,239	5,188,250	145,011
Fines, forfeitures and penalties	820,000	820,000	1,038,080	218,080
Use of money and property	455,000	455,000	(185,053)	(640,053)
Miscellaneous	641,731	641,731	554,367	(87,364)
Total revenues	<u>54,728,243</u>	<u>54,728,243</u>	<u>72,227,038</u>	<u>17,498,795</u>
EXPENDITURES:				
Current:				
General government:				
City Clerk	459,845	459,845	343,208	116,637
City treasurer	210,725	210,725	311,343	(100,618)
Executive office	2,007,295	2,007,295	2,001,343	5,952
Administrative services	1,411,575	1,411,575	1,383,217	28,358
Non-departmental	828,410	828,410	958,596	(130,186)
Public safety:				
Police	29,329,503	29,329,503	28,032,501	1,297,002
L.A. County Fire District	10,926,047	10,926,047	9,301,417	1,624,630
Public works	5,523,950	5,523,950	5,459,913	64,037
Recreation and human services	2,578,240	2,578,240	2,487,937	90,303
Community development	1,573,625	1,573,625	1,735,453	(161,828)
Capital outlay	533,600	533,600	781,794	(248,194)
Interest and fiscal charges	-	-	25,215	(25,215)
Total expenditures	<u>55,382,815</u>	<u>55,382,815</u>	<u>52,821,937</u>	<u>2,560,878</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	<u>(654,572)</u>	<u>(654,572)</u>	<u>19,405,101</u>	<u>20,059,673</u>
OTHER FINANCING SOURCES (USES):				
Transfers in	2,035,592	2,035,592	7,542,171	5,506,579
Transfers out	(2,617,257)	(2,617,257)	(8,803,111)	(6,185,854)
Proceed from sale of assets	30,000	30,000	3,492	(26,508)
Total other financing sources (uses)	<u>(551,665)</u>	<u>(551,665)</u>	<u>(1,257,448)</u>	<u>(705,783)</u>
NET CHANGE IN FUND BALANCE	<u>\$ (1,206,237)</u>	<u>\$ (1,206,237)</u>	<u>18,147,653</u>	<u>\$ 19,353,890</u>
FUND BALANCE:				
Beginning of Year			<u>10,634,575</u>	
End of Year			<u>\$ 28,782,228</u>	

City of Gardena
Required Supplementary Information (Unaudited)
Budgetary Comparison Schedule (Continued)
For the Year Ended June 30, 2021

Economic Development Grants Special Revenue Fund

	Original Budget	Final Budget	Actual	Variance with Final Budget
REVENUES:				
Fines, forfeitures and penalties	\$ 500,000	\$ 500,000	\$ 2,109,884	\$ 1,609,884
Use of money and property	15,000	15,000	18,467	3,467
Miscellaneous	-	-	68,071	68,071
Total revenues	<u>515,000</u>	<u>515,000</u>	<u>2,196,422</u>	<u>1,681,422</u>
EXPENDITURES:				
Current:				
Community development	310,000	310,000	58,282	251,718
Capital outlay	-	-	1,220,908	(1,220,908)
Total expenditures	<u>310,000</u>	<u>310,000</u>	<u>1,279,190</u>	<u>(969,190)</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	<u>205,000</u>	<u>205,000</u>	<u>917,232</u>	<u>712,232</u>
OTHER FINANCING SOURCES (USES):				
Transfers out	(1,373,050)	(1,373,050)	(307,010)	1,066,040
Total other financing sources (uses)	<u>(1,373,050)</u>	<u>(1,373,050)</u>	<u>(307,010)</u>	<u>1,066,040</u>
NET CHANGE IN FUND BALANCE	<u>\$ (1,168,050)</u>	<u>\$ (1,168,050)</u>	610,222	<u>\$ 1,778,272</u>
FUND BALANCE:				
Beginning of Year			4,123,731	
End of Year			<u>\$ 4,733,953</u>	

City of Gardena
Required Supplementary Information (Unaudited)
Notes to the Budgetary Comparison Schedule
For the Year Ended June 30, 2021

Note 1 - Budgetary Control and Accounting Policy

The City adopts annual budgets for the General Fund, special revenue funds, and debt service funds as well as adopts project length budgets for projects within the City Capital Projects Fund.

The City's budget is a detailed operating plan, which identifies estimated costs and results in relation to estimated revenues. The budget includes (1) the programs, projects, services, and activities to be provided during the fiscal year, (2) the estimated resources (inflows) and amounts available for appropriation and (3) the estimated charges to appropriations (outflows). The budget represents a process through which policy decisions are made, implemented, and controlled. The City's policy prohibits expending funds for which there is no legal appropriation.

The City's procedures for preparing the budgetary data reflected in the financial statements are:

- The budget is prepared under the City Manager's direction and adopted by the City Council, generally prior to June 30 of each year. It is revised periodically during the year by the City Council. The budget presented in the financial statements includes the original and final amounts.
- The budget serves as a policy document for the deliverance of public services; however, expenditures are individually approved by the City Council. The City Manager is authorized to transfer amounts within individual fund budgets without the approval of City Council. Additional appropriations during the year may be submitted to the City Council for review and approval.
- Budget information is presented for the governmental fund types. Budgeted revenue amounts represent the original budget modified by Council-authorized adjustments during the year, which were contingent upon new, or additional revenue sources. Budgeted expenditure amounts represent original appropriations adjusted for supplemental appropriations during the year.
- Total expenditures of each governmental fund may not legally exceed fund appropriations, and total expenditures for each department (for example: police department, public works department, community development department, etc.) may not legally exceed departmental appropriations. The City does not employ encumbrance accounting. The budgets conform, in all material respects, to generally accepted accounting principles.
- Appropriations lapse at year-end to the extent they have not been expended, except for capital projects appropriations which lapse when individual projects are completed.

City of Gardena
Required Supplementary Information (Unaudited)
Schedule of Changes in Net Pension Liability and Related Ratios
For the Year Ended June 30, 2021

Last Ten Fiscal Years

California Public Employees' Retirement System ("CalPERS") - Miscellaneous Plan

Measurement period	2013-14 ¹	2014-15	2015-16	2016-17	2017-18
Total pension liability					
Service cost	\$ 2,713,029	\$ 2,672,238	\$ 2,740,901	\$ 3,129,118	\$ 3,173,762
Interest	9,625,167	10,024,136	10,454,955	10,781,297	11,153,035
Changes of benefit terms	-	-	-	-	-
Changes of assumptions	-	(2,344,195)	-	8,715,907	(778,396)
Differences between expected and actual experience	-	(500,092)	(36,375)	(553,030)	122,851
Benefit payments, including refunds of employee contributions	(6,617,452)	(6,931,772)	(7,193,626)	(7,669,492)	(8,486,647)
Net change in total pension liability	5,720,744	2,920,315	5,965,855	14,403,800	5,184,605
Total pension liability - beginning	130,287,771	136,008,515	138,928,830	144,894,685	159,298,485
Total pension liability - ending (a)	\$ 136,008,515	\$ 138,928,830	\$ 144,894,685	\$ 159,298,485	\$ 164,483,090
Pension fiduciary net position					
Contributions - employer	\$ 1,628,415	\$ 2,016,919	\$ 2,317,060	\$ 2,645,234	\$ 3,015,630
Contributions - employee	1,181,161	1,242,246	1,321,368	1,327,795	1,405,045
Net investment income	17,430,461	2,536,012	604,797	12,260,577	10,029,125
Benefit payments, including refunds of employee contributions	(6,617,452)	(6,931,772)	(7,193,626)	(7,669,492)	(8,486,647)
Net plan to plan resource movement	-	-	(1,234)	11,249	(291)
Administrative expense	-	(128,654)	(69,658)	(164,291)	(186,505)
Other miscellaneous income/ (expense) ²	-	-	-	-	(354,176)
Net change in plan fiduciary net position	13,622,585	(1,265,249)	(3,021,293)	8,411,072	5,422,181
Plan fiduciary net position - beginning³	101,939,625	115,562,210	114,296,961	111,275,668	119,686,740
Plan fiduciary net position - ending (b)	\$ 115,562,210	\$ 114,296,961	\$ 111,275,668	\$ 119,686,740	\$ 125,108,921
Plan net pension liability - ending (a) - (b)	\$ 20,446,305	\$ 24,631,869	\$ 33,619,017	\$ 39,611,745	\$ 39,374,169
Plan fiduciary net position as a percentage of the total pension liability	84.97%	82.27%	76.80%	75.13%	76.06%
Covered payroll⁴	\$ 17,651,457	\$ 18,094,788	\$ 19,012,911	\$ 19,306,012	\$ 19,929,430
Plan net pension liability as a percentage of covered payroll	115.83%	136.13%	176.82%	205.18%	197.57%

¹ Historical information is presented only for measurement periods for which GASB No. 68 is available for periods after GASB 68 implementation in 2013-14. Additional years of information will be displayed as it becomes available.

² During Fiscal Year 2017-18, as a result of Governmental Accounting Standards Board Statement (GASB) No. 75, Accounting and Financial Reporting for Postemployment Benefit Plans Other than Pensions (GASB 75), CalPERS reported its proportionate share of activity related to postemployment benefits for participation in the State of California's agent OPEB plan. Accordingly, CalPERS recorded a one-time expense as a result of the adoption of GASB 75. Additionally, CalPERS employees participate in various State of California agent pension plans and during Fiscal Year 2017-18, CalPERS recorded a correction to previously reported financial statements to properly reflect its proportionate share of activity related to pensions in accordance with GASB Statement No. 68, Accounting and Financial Reporting for Pensions (GASB 68).

³ Includes any beginning of year adjustment.

⁴ Includes one year's payroll growth using 2.75 percent payroll growth assumption for fiscal years ended June 30, 2018-19; 3.00 percent payroll growth assumption for fiscal years ended June

Notes to Schedule:

Benefit Changes: The figures above do not include any liability impact that may have resulted from plan changes which occurred after the June 30, 2018 valuation date. This applies for voluntary benefit changes as well as any offers of Two Years Additional Service Credit (a.k.a. Golden Handshakes).

Changes of Assumptions: None in 2019. In 2018, demographic assumptions and inflation rate were changed in accordance to the CalPERS Experience Study and Review of Assumptions December 2017. There were no changes in the discount rate. In 2017, the discount rate was reduced from 7.65 percent to 7.15 percent. In 2016, there were no changes. In 2015, amounts reported reflect an adjustment of the discount rate from 7.5 percent (net of administrative expense) to 7.65 percent (without a reduction for pension plan administrative expense). In 2014, amounts reported were based on the 7.5 percent discount rate.

City of Gardena
Required Supplementary Information (Unaudited)
Schedule of Changes in Net Pension Liability and Related Ratios (Continued)
For the Year Ended June 30, 2021

Last Ten Fiscal Years

California Public Employees' Retirement System ("CalPERS") - Miscellaneous Plan

Measurement period	2018-19	2019-2020
Total pension liability		
Service cost	\$ 3,162,100	\$ 3,329,543
Interest	11,820,982	12,201,071
Changes of benefit terms	-	-
Changes of assumptions	-	-
Differences between expected and actual experience	3,672,690	(593,300)
Benefit payments, including refunds of employee contributions	(8,816,825)	(9,498,332)
Net change in total pension liability	9,838,947	5,438,982
Total pension liability - beginning	164,483,090	174,322,037
Total pension liability - ending (a)	<u>\$ 174,322,037</u>	<u>\$ 179,761,019</u>
Pension fiduciary net position		
Contributions - employer	\$ 3,688,807	\$ 4,397,533
Contributions - employee	1,457,546	1,611,737
Net investment income	8,130,102	6,417,192
Benefit payments, including refunds of employee contributions	(8,816,825)	(9,498,332)
Net plan to plan resource movement	-	-
Administrative expense	(89,280)	(182,534)
Other miscellaneous income/ (expense) ²	291	-
Net change in plan fiduciary net position	4,370,641	2,745,596
Plan fiduciary net position - beginning³	125,108,921	129,479,562
Plan fiduciary net position - ending (b)	<u>\$ 129,479,562</u>	<u>\$ 132,225,158</u>
Plan net pension liability - ending (a) - (b)	<u>\$ 44,842,475</u>	<u>\$ 47,535,861</u>
Plan fiduciary net position as a percentage of the total pension liability	<u>74.28%</u>	<u>73.56%</u>
Covered payroll⁴	<u>\$ 20,102,352</u>	<u>\$ 21,343,226</u>
Plan net pension liability as a percentage of covered payroll	<u>223.07%</u>	<u>222.72%</u>

City of Gardena
Required Supplementary Information (Unaudited)
Schedule of the City's Proportionate Share of the Net Pension Liability and Related Ratios
For the Year Ended June 30, 2021

Last Ten Fiscal Years

California Public Employees' Retirement System ("CalPERS") - Safety Plan

Measurement period	June 30, 2014 ¹	June 30, 2015	June 30, 2016	June 30, 2017	June 30, 2018
City Proportion of the Net Pension Liability	0.65549%	0.65832%	0.62924%	0.61206%	0.62701%
City's Proportionate Share of the net Pension Liability	<u>\$ 40,787,661</u>	<u>\$ 45,186,413</u>	<u>\$ 54,448,433</u>	<u>\$ 60,699,742</u>	<u>\$ 60,419,894</u>
City's Covered Payroll	<u>\$ 9,078,779</u>	<u>\$ 9,351,143</u>	<u>\$ 10,491,839</u>	<u>\$ 10,435,515</u>	<u>\$ 11,232,919</u>
City's Proportionate Share of the Net Pension Liability as a Percentage of Its Covered Payroll	<u>449.26%</u>	<u>483.22%</u>	<u>518.96%</u>	<u>581.67%</u>	<u>537.88%</u>
Plan's Proportionate Share of the Fiduciary Net Position as a Percentage of the Total Pension Liability	<u>75.54%</u>	<u>77.40%</u>	<u>68.79%</u>	<u>68.27%</u>	<u>69.50%</u>

¹ Historical information is presented only for measurement periods for which GASB No. 68 is available for periods after GASB 68 implementation in 2013-14. Additional years of information will be displayed as it becomes available.

City of Gardena
Required Supplementary Information (Unaudited)
Schedule of the City's Proportionate Share of the Net Pension Liability and Related Ratios (Continued)
For the Year Ended June 30, 2021

Last Ten Fiscal Years

California Public Employees' Retirement System ("CalPERS") - Safety Plan

	<u>June 30, 2019</u>	<u>June 30, 2020</u>
Measurement period		
City Proportion of the Net Pension Liability	0.55899%	0.56472%
City's Proportionate Share of the net Pension Liability	<u>\$ 57,280,320</u>	<u>\$ 61,443,923</u>
City's Covered Payroll	<u>\$ 12,156,428</u>	<u>\$ 12,185,353</u>
City's Proportionate Share of the Net Pension Liability as a Percentage of Its Covered Payroll	<u>471.19%</u>	<u>504.24%</u>
Plan's Proportionate Share of the Fiduciary Net Position as a Percentage of the Total Pension Liability	<u>72.58%</u>	<u>72.05%</u>

City of Gardena
Required Supplementary Information (Unaudited)
Schedule of Contributions - Pensions
For the Year Ended June 30, 2021

Last Ten Fiscal Years

California Public Employees' Retirement System ("CalPERS") - Miscellaneous Plan

	2013-14 ¹	2014-15	2015-16	2016-17	2017-18
Actuarially determined contribution	\$ 1,628,415	\$ 2,016,919	\$ 2,317,060	\$ 2,645,234	\$ 3,015,630
Contributions in relation to the actuarially determined contribution ²	(1,628,415)	(2,016,919)	(2,317,060)	(2,645,234)	(3,015,630)
Contribution deficiency (excess)	\$ -	\$ -	\$ -	\$ -	\$ -
Covered payroll ³	\$ 17,651,457	\$ 18,094,788	\$ 19,012,911	\$ 19,306,012	\$ 19,929,430
Contributions as a percentage of covered payroll ³	9.23%	11.15%	12.19%	13.70%	15.13%

¹ Historical information is presented only for measurement periods for which GASB No. 68 is available for periods after GASB 68 implementation in 2013-14. Additional years of information will be displayed as it becomes available.

² Employers are assumed to make contributions equal to the actuarially determined contributions. However, some employers may choose to make additional contributions towards their unfunded liability. Employer contributions for such plans exceed the actuarially determined contributions.

³ Includes one year's payroll growth using 2.75 percent payroll growth assumption for fiscal years ended June 30, 2018-19; 3.00 percent payroll growth assumption for fiscal years ended June 30, 2014-17.

Notes to Schedule:

The actuarial methods and assumptions used to set the actuarially determined contributions for Fiscal Year 2019-20 were derived from the June 30, 2017 funding valuation report.

Methods and assumptions used to determine contribution rates:

Actuarial cost method	Entry Age Normal Cost Method
Amortization method	Level percentage of payroll
Asset valuation method	Fair value
Inflation	2.75%
Salary increases	Varies by entry age and service
Payroll Growth	2.875%
Investment rate of return	7.25% net of pension plan investment and administrative expenses; includes Inflation.
Retirement age	The probabilities of retirement are based on the 2014 CalPERS Experience study for the period from 1997 to 2015.

The probabilities of mortality are based on the 2014 CalPERS Experience Study for the period from 1997 to 2015. Pre-retirement and Post-retirement mortality rates include 15 years of projected mortality improvement using 90% of Scale MP-2016 published by the Society of Actuaries.

Mortality

City of Gardena
Required Supplementary Information (Unaudited) (Continued)
Schedule of Contributions - Pensions (Continued)
For the Year Ended June 30, 2021

Last Ten Fiscal Years

California Public Employees' Retirement System ("CalPERS") - Miscellaneous Plan

	<u>2018-19</u>	<u>2019-20</u>	<u>2020-21</u>
Actuarially determined contribution	\$ 3,688,807	\$ 4,397,533	\$ 4,987,290
Contributions in relation to the actuarially determined contribution ²	<u>(3,688,807)</u>	<u>(4,397,533)</u>	<u>(47,009,824)</u>
Contribution deficiency (excess)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ (42,022,534)</u>
Covered payroll ³	<u>\$ 20,102,352</u>	<u>\$ 21,343,226</u>	<u>\$ 21,223,184</u>
Contributions as a percentage of covered payroll ³	18.35%	20.60%	221.50%

⁴ During FY2020-21, the City contributed \$42,022,534 additional funds to CalPERS via proceeds of the 2020 Taxable Pension Obligation Bonds.

City of Gardena
Required Supplementary Information (Unaudited)
Schedule of Contributions - Pensions (Continued)
For the Year Ended June 30, 2021

Last Ten Fiscal Years

California Public Employees' Retirement System ("CalPERS") - Safety Plan

	2013-14 ¹	2014-15	2015-16	2016-17	2017-18
Actuarially determined contribution	\$ 3,930,218	\$ 4,265,350	\$ 4,917,350	\$ 5,401,275	\$ 6,093,811
Contributions in relation to the actuarially determined contribution	(3,930,218)	(4,265,350)	(4,917,350)	(5,401,275)	(6,093,811)
Contribution deficiency (excess)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Covered payroll ²	<u>\$ 9,078,779</u>	<u>\$ 9,351,143</u>	<u>\$ 10,491,839</u>	<u>\$ 10,435,515</u>	<u>\$ 11,232,919</u>
Contributions as a percentage of covered payroll	43.29%	45.61%	46.87%	51.76%	54.25%

¹ Historical information is presented only for measurement periods for which GASB No. 68 is available for periods after GASB 68 implementation in 2013-14. Additional years of information will be displayed as it becomes available.

² Payroll from 2019-20 was assumed to increase by the 2.75 percent payroll growth assumption.

Notes to Schedule:

Change in Benefit Terms: There was no change in benefit terms.

Changes of Assumptions: None in 2019. In 2018, demographic assumptions and inflation rate were changed in accordance to the CalPERS Experience Study and Review of Assumptions December 2017. There were no changes in the discount rate. In 2017, the discount rate was reduced from 7.65 percent to 7.15 percent. In 2016, there were no changes. In 2015, amounts reported reflect an adjustment of the discount rate from 7.5 percent (net of administrative expense) to 7.65 percent (without a reduction for pension plan administrative expense). In 2014, amounts reported were based on the 7.5 percent discount rate.

City of Gardena
Required Supplementary Information (Unaudited)
Schedule of Contributions - Pensions (Continued)
For the Year Ended June 30, 2021

Last Ten Fiscal Years

California Public Employees' Retirement System ("CalPERS") - Safety Plan

	2018-19 ³	2019-20	2020-21 ^{2 4}
Actuarially determined contribution	\$ 6,617,559	\$ 6,185,808	\$ 8,595,603
Contributions in relation to the actuarially determined contribution ³	(12,677,559)	(6,185,808)	(60,369,859)
Contribution deficiency (excess)	<u>\$ (6,060,000)</u>	<u>\$ -</u>	<u>\$ (51,774,256)</u>
Covered payroll	<u>\$ 12,156,428</u>	<u>\$ 12,490,730</u>	<u>\$ 12,834,225</u>
Contributions as a percentage of covered payroll	104.29%	49.52%	470.38%

³ During FY2018-19, the City contributed \$6,060,000 to CalPERS to proceed with the 20 year fresh start of the unfunded liability to the safety plan.

⁴ During FY2020-21, the City contributed \$51,774,256 additional funds to CalPERS via proceeds of the 2020 Taxable Pension Obligation Bonds.

City of Gardena
Required Supplementary Information (Unaudited)
Schedule of Changes in Net OPEB Liability and Related Ratios
For the Year Ended June 30, 2021

Last Ten Fiscal Years

Governmental Activities Retiree Healthcare Plan

Measurement period	2016-17 ¹	2017-18	2018-19	2019-20
Total OPEB liability				
Service cost	\$ 2,001,000	\$ 1,619,506	\$ 1,649,332	\$ 1,902,932
Transfers to Sewer	-	(288,000)	-	-
Interest	1,888,000	2,141,404	2,284,925	2,265,606
Changes of benefit terms	-	-	-	-
Changes of assumptions	(7,755,000)	(4,569,074)	3,665,059	10,099,593
Differences between expected and actual experience	-	2,253,827	-	(2,109,370)
Benefit payments, including refunds	(2,162,000)	(2,247,465)	(2,251,080)	(2,075,527)
Other - funding rates used by benefits paid	580,000	-	-	-
Net change in total OPEB liability	(5,448,000)	(1,089,802)	5,348,236	10,083,234
Total OPEB liability - beginning of the year	65,056,000	59,608,000	58,518,198	63,866,434
Total OPEB liability - end of the year (a)	\$ 59,608,000	\$ 58,518,198	\$ 63,866,434	\$ 73,949,668
OPEB fiduciary net position				
Contributions - employer	\$ -	\$ 2,247,465	\$ 2,401,080	\$ 2,075,527
Contributions - employee	-	-	-	-
Net investment income	-	-	1,792	5,361
Benefit payments, including refunds	-	(2,247,465)	(2,251,080)	(2,075,527)
Administrative expense	-	-	(1)	(74)
Other changes	-	-	-	-
Net change in plan fiduciary net position	-	-	151,791	5,287
Plan fiduciary net position - beginning of year	-	-	-	151,791
Plan fiduciary net position - end of year (b)	\$ -	\$ -	\$ 151,791	\$ 157,078
Plan net OPEB liability - end of year (a) - (b)	\$ 59,608,000	\$ 58,518,198	\$ 63,714,643	\$ 73,792,590
Plan fiduciary net position as a percentage of the total OPEB liability	0.00%	0.00%	0.24%	0.21%
Covered payroll²	\$ 25,500,000	\$ 23,523,270	\$ 24,650,894	\$ 25,558,730
Plan net OPEB liability as a percentage of covered payroll	233.76%	248.77%	258.47%	288.72%

¹ Historical information is presented for measurement periods for which GASB 75 is applicable. Additional years' information will be displayed as it becomes available.

Notes to Schedule:

Changes of assumptions: In 2020, the accounting discount rate decreased from 3.50 percent to 2.21 percent. In 2019, the accounting discount rate increased from 3.87 percent to 3.50 percent. In 2018, the accounting discount rate increased from 3.58 percent to 3.87 percent. In 2017, the accounting discount rate increased from 2.85 percent to 3.58 percent.

Changes of benefit terms: There were no changes of benefit terms in 2020.

City of Gardena
Required Supplementary Information (Unaudited)
Schedule of Changes in Net OPEB Liability and Related Ratios (Continued)
For the Year Ended June 30, 2021

Last Ten Fiscal Years

GTrans Retiree Healthcare Plan

Measurement period	2016-17 ¹	2017-18	2018-19	2019-20
Total OPEB liability				
Service cost	\$ 232,000	\$ 238,960	\$ 291,129	\$ 299,863
Interest	598,000	629,344	661,199	706,976
Changes of benefit terms	-	-	-	-
Changes of assumptions	-	(357,602)	-	117,261
Differences between expected and actual experience	-	301,185	-	(294,459)
Benefit payments, including refunds	(462,000)	(494,701)	(289,528)	(276,271)
Other - funding rates used by benefits paid	190,000	-	-	-
Net change in total OPEB liability	558,000	317,186	662,800	553,370
Total OPEB liability - beginning of year	8,774,000	9,332,000	9,649,186	10,311,986
Total OPEB liability - end of year (a)	\$ 9,332,000	\$ 9,649,186	\$ 10,311,986	\$ 10,865,356
OPEB fiduciary net position				
Contributions - employer	\$ 462,000	\$ 4,516,245	\$ 289,528	\$ 276,271
Contributions - employee	-	-	-	-
Net investment income	-	60,118	251,747	152,987
Benefit payments, including refunds	(462,000)	(494,701)	(289,528)	(276,271)
Administrative expense	-	(505)	(874)	(2,115)
Other changes	-	-	-	-
Net change in plan fiduciary net position	-	4,081,157	250,873	150,872
Plan fiduciary net position - beginning of year	-	-	4,081,157	4,332,030
Plan fiduciary net position - end of year (b)	\$ -	\$ 4,081,157	\$ 4,332,030	\$ 4,482,902
Plan net OPEB liability - end of year (a) - (b)	\$ 9,332,000	\$ 5,568,029	\$ 5,979,956	\$ 6,382,454
Plan fiduciary net position as a percentage of the total OPEB liability	0.00%	42.30%	42.01%	41.26%
Covered payroll	\$ 9,759,000	\$ 10,316,000	\$ 9,798,690	\$ 10,811,701
Plan net OPEB liability as a percentage of covered payroll	95.62%	53.97%	61.03%	59.03%

¹ Historical information is presented only for measurement periods for which GASB 75 is available for periods after GASB 75 implementation in 2016-17.

Notes to Schedule:

Changes of assumptions: In 2020, the discount rate changed from 6.75 percent to 6.25 percent and the inflation assumption was changed from 2.75 percent per year to 2.50 percent. In 2019, There were no changes in assumptions. In 2018, medical plan at retirement assumption updated, trend rate updated, demographic assumptions were updated to CalPERS 1997-2015 Experience Study, and mortality improvement scale was updated to Scale MP-2018. In 2017, there were no changes.

Changes of benefit terms: There were no changes of benefit terms in 2020.

City of Gardena
Required Supplementary Information (Unaudited)
Schedule of Changes in Net OPEB Liability and Related Ratios (Continued)
For the Year Ended June 30, 2021

Last Ten Fiscal Years

Sewer Retiree Healthcare Plan

Measurement period	2016-17	2017-18	2018-19 ¹	2019-20 ¹
Total OPEB liability				
Service cost	\$ -	\$ 16,001	\$ 19,620	\$ 22,199
Transfers from the Governmental Activities	-	288,000	-	-
Interest	-	10,883	11,678	12,351
Changes of benefit terms	-	-	-	-
Changes of assumptions	-	(32,020)	17,238	64,526
Differences between expected and actual experience	-	(709)	-	16,025
Benefit payments, including refunds	-	-	-	-
Other - funding rates used by benefits paid	-	-	-	-
Net change in total OPEB liability	-	282,155	48,536	115,101
Total OPEB liability - beginning of year	-	-	282,155	330,691
Total OPEB liability - end of year (a)	<u>\$ -</u>	<u>\$ 282,155</u>	<u>\$ 330,691</u>	<u>\$ 445,792</u>
OPEB fiduciary net position				
Contributions - employer	\$ -	\$ -	\$ -	\$ -
Contributions - employee	-	-	-	-
Net investment income	-	-	-	-
Benefit payments, including refunds	-	-	-	-
Administrative expense	-	-	-	-
Other changes	-	-	-	-
Net change in plan fiduciary net position	-	-	-	-
Plan fiduciary net position - beginning of year	-	-	-	-
Plan fiduciary net position - end of year (b)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Plan net OPEB liability - end of year (a) - (b)	<u>\$ -</u>	<u>\$ 282,155</u>	<u>\$ 330,691</u>	<u>\$ 445,792</u>
Plan fiduciary net position as a percentage of the total OPEB liability	<u>0.00%</u>	<u>0.00%</u>	<u>0.00%</u>	<u>0.00%</u>
Covered payroll	<u>N/A</u>	<u>\$ 388,821</u>	<u>\$ 482,665</u>	<u>\$ 515,111</u>
Plan net OPEB liability as a percentage of covered payroll	<u>N/A</u>	<u>72.57%</u>	<u>68.51%</u>	<u>86.54%</u>

¹ Historical information is presented only for measurement periods for which GASB 75 is available for periods after GASB 75 implementation in 2016-17.

Notes to Schedule:

Changes of assumptions: In 2020, the accounting discount rate decreased from 3.50 percent to 2.21 percent. In 2019, the accounting discount rate increased from 3.87 percent to 3.50 percent. In 2018, the accounting discount rate increased from 3.58 percent to 3.87 percent. In 2017, the accounting discount rate increased from 2.85 percent to 3.58 percent.

Changes of benefit terms: There were no changes of benefit terms in 2020.

City of Gardena
Required Supplementary Information (Unaudited)
Schedule of Contributions - Other Postemployment Benefits Plans
For the Year Ended June 30, 2021

Last Ten Fiscal Years

Governmental Activities Retiree Healthcare Plan

	2016-17 ¹	2017-18	2018-19	2019-20	2020-21
Actuarially determined contribution	\$ 5,029,000	N/A	\$ 3,631,000	\$ 3,867,000	\$ 3,941,000
Contributions in relation to the actuarially determined contribution	(2,162,000)	(2,247,465)	(2,557,088)	(2,075,527)	(2,237,985)
Contribution deficiency (excess)	<u>\$ 2,867,000</u>	<u>\$ (2,247,465)</u>	<u>\$ 1,073,912</u>	<u>\$ 1,791,473</u>	<u>\$ 1,703,015</u>
Covered payroll	N/A	\$ 23,523,270	\$ 24,650,894	\$ 25,558,730	\$ 22,948,265
Contributions as a percentage of covered payroll	N/A	N/A	10.37%	8.12%	9.75%

¹ Historical information is presented only for measurement periods for which GASB 75 is available for periods after GASB 75 implementation in 2016-17.

Notes to Schedule:

The actuarial methods and assumptions used to set the actuarially determined contributions for Fiscal Year 2020-21 were derived from the June 30, 2019 funding valuation report.

Methods and assumptions used to determine contribution rates:

Actuarial cost method	Entry Age Normal Cost Method
Amortization method	Level percentage of payroll
Amortization period	19 years fixed period for 2019/20
Asset valuation method	Investment gains and losses spread over 5-year rolling period
Discount rate	6.25%
General inflation	2.50%
Medical trend	Non-Medicare - 6.75% for 2021, decreasing to an ultimate rate of 3.75% in 2076. Medicare - 5.85% for 2021, decreasing to an ultimate rate of 3.75% in 2076.
Mortality	CalPERS 1997-2015 experience study.
Mortality improvement	Post-retirement mortality projected fully generational with Scale MP-2020.

City of Gardena
Required Supplementary Information (Unaudited)
Schedule of Contributions - Other Postemployment Benefits Plans (Continued)
For the Year Ended June 30, 2021

Last Ten Fiscal Years

GTrans Retiree Healthcare Plan

	2016-17 ¹	2017-18	2018-19	2019-20	2020-21
Actuarially determined contribution	\$ 848,000	\$ 785,000	\$ 721,000	\$ 776,000	\$ 848,000
Contributions in relation to the actuarially determined contribution	(462,000)	(4,516,544)	(532,056)	(276,271)	(272,358)
Contribution deficiency (excess)	<u>\$ 386,000</u>	<u>\$ (3,731,544)</u>	<u>\$ 188,944</u>	<u>\$ 499,729</u>	<u>\$ 575,642</u>
Covered payroll	\$ 9,759,000	\$ 10,316,000	\$ 9,798,690	\$ 10,811,701	\$ 8,791,518
Contributions as a percentage of covered payroll	4.73%	43.78%	5.43%	2.56%	3.10%

¹ Historical information is presented only for measurement periods for which GASB 75 is available for periods after GASB 75 implementation in 2016-17.

Notes to Schedule:

The actuarial methods and assumptions used to set the actuarially determined contributions for Fiscal Year 2020-21 were derived from the June 30, 2019 funding valuation report.

Methods and assumptions used to determine contribution rates:

Actuarial cost method	Entry Age Normal Cost Method
Amortization method	Level percentage of payroll
Amortization period	19 years fixed period for 2019/20
Asset valuation method	Investment gains and losses spread over 5-year rolling period
Discount rate	6.25%
General inflation	2.50%
Medical trend	Non-Medicare - 6.75% for 2021, decreasing to an ultimate rate of 3.75% in 2076. Medicare - 5.85% for 2021, decreasing to an ultimate rate of 3.75% in 2076.
Mortality	CalPERS 1997-2015 experience study.
Mortality improvement	Post-retirement mortality projected fully generational with Scale MP-2020.

City of Gardena
Required Supplementary Information (Unaudited)
Schedule of Contributions - Other Postemployment Benefits Plans (Continued)
For the Year Ended June 30, 2021

Last Ten Fiscal Years

Sewer Retiree Healthcare Plan

	2016-17 ¹	2017-18	2018-19	2019-20	2020-21
Actuarially determined contribution	\$ -	\$ -	\$ 25,000	\$ 26,000	\$ 46,000
Contributions in relation to the actuarially determined contribution	-	-	-	-	-
Contribution deficiency (excess)	\$ -	\$ -	\$ 25,000	\$ 26,000	\$ 46,000
Covered payroll	N/A	\$ 388,821	\$ 482,665	\$ 515,111	\$ 497,972
Contributions as a percentage of covered payroll	N/A	N/A	0.00%	0.00%	0.00%

¹ Historical information is presented only for measurement periods for which GASB 75 is available for periods after GASB 75 implementation in 2016-17.

Notes to Schedule:

The actuarial methods and assumptions used to set the actuarially determined contributions for Fiscal Year 2020-21 were derived from the June 30, 2019 funding valuation report.

Methods and assumptions used to determine contribution rates:

Actuarial cost method	Entry Age Normal Cost Method
Amortization method	Level percentage of payroll
Amortization period	19 years fixed period for 2019/20
Asset valuation method	Investment gains and losses spread over 5-year rolling period
Discount rate	6.25%
General inflation	2.50%
Medical trend	Non-Medicare - 6.75% for 2021, decreasing to an ultimate rate of 3.75% in 2076. Medicare - 5.85% for 2021, decreasing to an ultimate rate of 3.75% in 2076.
Mortality	CalPERS 1997-2015 experience study.
Mortality improvement	Post-retirement mortality projected fully generational with Scale MP-2020.

City of Gardena

*Annual Comprehensive Financial Report
For the Year Ended June 30, 2021*



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SUPPLEMENTARY INFORMATION

City of Gardena

*Annual Comprehensive Financial Report
For the Year Ended June 30, 2021*



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NONMAJOR GOVERNMENTAL FUNDS

Consolidated Lighting District Special Revenue Fund - To account for monies received from property assessments restricted to fund district lighting activities.

Prop C Local Return Special Revenue Fund - To account for monies derived from Los Angeles County 1/2% sales tax, received from MTA and expended on streets and roads heavily used by public transit.

Gas Tax Special Revenue Fund - To account for funding from the State of California for the state and county gas tax allocation and the Senate Bill No. 1 (SB1) allocation.

Asset Forfeiture Special Revenue Fund - To account for monies that were seized from criminal activities and is to be used solely for law enforcement purposes.

Public Safety Grants Special Revenue Fund - Represents seven funds used to fund various police activities. Four of the grants receive funding from the California Office of Traffic Safety. These grants fund sobriety checkpoints, saturation patrols, seatbelt enforcement, warrant/probation sweeps and additional activities to raise public awareness and reduce alcohol involved fatalities. One grant from the U.S. Department of Justice provides funding for technological programs and equipment to improve public safety issues. Finally, the COPS grant and Traffic Safety grant are funds earmarked for any police activity that will increase public safety.

Public Works Grants Special Revenue Fund - Represents five funds used to implement various capital improvements projects. The Artesia Boulevard Landscaping Assessment is received from property assessments and restricted to funding district landscaping activities. The Transportation Community and System Preservation grant is received from Caltrans to implement programs that promote pedestrian friendly areas, job growth, and business retention along the Resecrans corridor. The Proposition A Park Bond Safe neighborhood Parks Proposition of 1992 and 1996 is received from Los Angeles County Regional Park and Open Space District to be used for acquisition and improvements to park. The South Coast AQMSD fund is monies received from the motor vehicle tax to be expended on programs to reduce air pollution, which is necessary to comply with the California Clean Air Act of 1988. Measure R funds are derived from Los Angeles County 1/2 cent sales tax approved by voters in November 2008 to meet the transportation needs of Los Angeles County. The program is to be used for transportation projects that have been approved by the Los Angeles County Metropolitan Transportation Authority ("MTA").

Human Services Grants Special Revenue Fund - Represents four funds. Two of the funds provide meals to the elderly and disabled funded by Aging Program. These meals are served at the Nakaoka Center or delivered directly to the participants. One grant provides for a socialization program for elderly persons suffering from Alzheimer's Disease or dementia. The Family Child Care grant is funded by the California Department of Education and provides daycare and early education to qualified families.

Community Development Block Grant (CDBG) Special Revenue Fund - To account for funding from HUD to fund programs that benefit low income, elderly or disabled individuals. A number of programs are funded with these monies, including an at-risk youth program, code enforcement, a handy worker program for small home repairs and access ramps, projects to improve or eliminate slum blight conditions, as well as assistance for landlords in designated areas to improve living conditions for qualified tenants.

City Capital Projects Fund - Represents the financial resources that are restricted, committed or assigned to expenditures for capital outlay.

City of Gardena
Combining Balance Sheet
Nonmajor Governmental Funds
June 30, 2021

	Special Revenue Funds				
	Consolidated Lighting District	Prop C Local Return	Gas Tax	Asset Forfeiture	Public Safety Grants
ASSETS					
Cash and investments	\$ 550,335	\$ 2,897,734	\$ 2,059,846	\$ 793,425	\$ 389,756
Receivables:					
Accounts	-	-	177,565	-	820,256
Taxes	15,475	-	-	-	-
Prepaid items and deposits	-	-	4,842	-	13,567
Due from other governmental agencies	-	-	-	-	14,353
Total assets	<u>\$ 565,810</u>	<u>\$ 2,897,734</u>	<u>\$ 2,242,253</u>	<u>\$ 793,425</u>	<u>\$ 1,237,932</u>
LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES					
Liabilities:					
Accounts payable	\$ 6,588	\$ -	\$ 74,816	\$ 18,883	\$ 19,129
Accrued liabilities	-	-	-	1,533	2,032
Salaries and benefits payable	-	1,332	3,828	-	2,611
Due to other funds	-	-	-	-	809,328
Retention payable	-	-	-	-	-
Total liabilities	<u>6,588</u>	<u>1,332</u>	<u>78,644</u>	<u>20,416</u>	<u>833,100</u>
Deferred inflows of resources:					
Unavailable revenue	-	-	-	-	820,256
Total deferred inflows of resources	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>820,256</u>
Fund Balances:					
Nonspendable	-	-	4,842	-	13,567
Restricted	559,222	2,896,402	2,158,767	773,009	-
Unassigned (deficit)	-	-	-	-	(428,991)
Total fund balances	<u>559,222</u>	<u>2,896,402</u>	<u>2,163,609</u>	<u>773,009</u>	<u>(415,424)</u>
Total liabilities, deferred inflows of resources, and fund balances	<u>\$ 565,810</u>	<u>\$ 2,897,734</u>	<u>\$ 2,242,253</u>	<u>\$ 793,425</u>	<u>\$ 1,237,932</u>

(Continued)

City of Gardena
Combining Balance Sheet (Continued)
Nonmajor Governmental Funds
June 30, 2021

	Special Revenue Funds				Total Nonmajor Governmental Funds
	Public Works Grants	Human Services Grants	Community Development Block Grant (CDBG)	City Capital Projects	
ASSETS					
Cash and investments	\$ 3,654,242	\$ 326,509	\$ 27,837	\$ 1,339,317	\$ 12,039,001
Receivables:					
Accounts	-	56,715	980,479	-	2,035,015
Taxes	14	-	-	-	15,489
Prepaid items and deposits	30,221	2,860	-	-	51,490
Due from other governmental agencies	188,199	308,359	-	-	510,911
Total assets	\$ 3,872,676	\$ 694,443	\$ 1,008,316	\$ 1,339,317	\$ 14,651,906
LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES					
Liabilities:					
Accounts payable	\$ 44,339	\$ 229,906	\$ 17,966	\$ 955,292	1,366,919
Accrued liabilities	-	654	-	-	4,219
Salaries and benefits payable	3,190	47,198	17,783	-	75,942
Due to other funds	159,662	310,240	862,406	-	2,141,636
Retention payable	-	-	-	82,128	82,128
Total liabilities	207,191	587,998	898,155	1,037,420	3,670,844
Deferred inflows of resources:					
Unavailable revenue	167,437	15,400	979,262	-	1,982,355
Total deferred inflows of resources	167,437	15,400	979,262	-	1,982,355
Fund Balances:					
Nonspendable	30,221	2,860	-	-	51,490
Restricted	3,467,827	88,185	-	301,897	10,245,309
Unassigned (deficit)	-	-	(869,101)	-	(1,298,092)
Total fund balances	3,498,048	91,045	(869,101)	301,897	8,998,707
Total liabilities, deferred inflows of resources, and fund balances	\$ 3,872,676	\$ 694,443	\$ 1,008,316	\$ 1,339,317	\$ 14,651,906

(Concluded)

City of Gardena
Combining Statement of Revenues, Expenditures, and Changes in Fund Balances
Nonmajor Governmental Funds
For the Year Ended June 30, 2021

	Special Revenue Funds				
	Consolidated Lighting District	Prop C Local Return	Gas Tax	Asset Forfeiture	Public Safety Grants
REVENUES:					
Taxes	\$ 733,267	\$ 1,018,725	\$ -	\$ -	\$ -
Intergovernmental	-	-	2,487,339	-	335,112
Fines, forfeitures, and penalties	-	-	-	-	20,504
Use of money and property	4,124	20,389	24,579	6,109	2,705
Miscellaneous	-	-	(23,197)	-	-
Total revenues	<u>737,391</u>	<u>1,039,114</u>	<u>2,488,721</u>	<u>6,109</u>	<u>358,321</u>
EXPENDITURES:					
Current:					
General government	-	-	13,246	-	314,317
Public safety	-	-	-	48,733	175,434
Public works	675,154	22,040	385,879	-	4,440
Recreation and human services	-	-	-	-	8,870
Community development	-	-	-	-	675
Capital outlay	-	-	-	-	-
Debt service:					
Principal retirement	14,296	-	-	-	-
Total expenditures	<u>689,450</u>	<u>22,040</u>	<u>399,125</u>	<u>48,733</u>	<u>503,736</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	<u>47,941</u>	<u>1,017,074</u>	<u>2,089,596</u>	<u>(42,624)</u>	<u>(145,415)</u>
OTHER FINANCING SOURCES (USES):					
Transfers in	-	-	-	-	-
Transfers out	(47,003)	(574,079)	(2,699,452)	-	(481,708)
Total other financing sources (uses)	<u>(47,003)</u>	<u>(574,079)</u>	<u>(2,699,452)</u>	<u>-</u>	<u>(481,708)</u>
NET CHANGES IN FUND BALANCES	938	442,995	(609,856)	(42,624)	(627,123)
FUND BALANCES:					
Beginning of year	558,284	2,453,407	2,773,465	815,633	211,699
End of year	<u>\$ 559,222</u>	<u>\$ 2,896,402</u>	<u>\$ 2,163,609</u>	<u>\$ 773,009</u>	<u>\$ (415,424)</u>

(Continued)

City of Gardena
Combining Statement of Revenues, Expenditures, and Changes in Fund Balances (Continued)
Nonmajor Governmental Funds
For the Year Ended June 30, 2021

	Special Revenue Funds				Total Nonmajor Governmental Funds
	Public Works Grants	Human Services Grants	Community Development Block Grant (CDBG)	City Capital Projects	
REVENUES:					
Taxes	\$ 1,733,190	\$ -	\$ -	\$ -	\$ 3,485,182
Intergovernmental	879,535	3,490,673	191,054	-	7,383,713
Fines, forfeitures, and penalties	-	-	-	-	20,504
Use of money and property	23,983	3,283	325	-	85,497
Miscellaneous	-	71,509	-	-	48,312
Total revenues	<u>2,636,708</u>	<u>3,565,465</u>	<u>191,379</u>	<u>-</u>	<u>11,023,208</u>
EXPENDITURES:					
Current:					
General government	-	-	-	-	327,563
Public safety	-	-	-	-	224,167
Public works	228,647	-	-	-	1,316,160
Recreation and human services	6,831	3,728,798	-	-	3,744,499
Community development	-	15,400	979,262	-	995,337
Capital outlay	125,203	-	-	3,071,794	3,196,997
Debt service:					
Principal retirement	-	-	-	-	14,296
Total expenditures	<u>360,681</u>	<u>3,744,198</u>	<u>979,262</u>	<u>3,071,794</u>	<u>9,819,019</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	<u>2,276,027</u>	<u>(178,733)</u>	<u>(787,883)</u>	<u>(3,071,794)</u>	<u>1,204,189</u>
OTHER FINANCING SOURCES (USES):					
Transfers in	-	135,770	-	3,077,779	3,213,549
Transfers out	(1,447,703)	-	-	-	(5,249,945)
Total other financing sources (uses)	<u>(1,447,703)</u>	<u>135,770</u>	<u>-</u>	<u>3,077,779</u>	<u>(2,036,396)</u>
NET CHANGES IN FUND BALANCES	<u>828,324</u>	<u>(42,963)</u>	<u>(787,883)</u>	<u>5,985</u>	<u>(832,207)</u>
FUND BALANCES:					
Beginning of year	<u>2,669,724</u>	<u>134,008</u>	<u>(81,218)</u>	<u>295,912</u>	<u>9,830,914</u>
End of year	<u>\$ 3,498,048</u>	<u>\$ 91,045</u>	<u>\$ (869,101)</u>	<u>\$ 301,897</u>	<u>\$ 8,998,707</u>

(Concluded)

City of Gardena
Schedule of Revenues, Expenditures, and Changes in Fund Balance - Budget and Actual
Consolidated Lighting District Special Revenue Fund
For the Year Ended June 30, 2021

	Original Budget	Final Budget	Actual	Variance with Final Budget
REVENUES:				
Taxes	\$ 771,125	\$ 771,125	\$ 733,267	\$ (37,858)
Use of money and property	2,501	2,501	4,124	1,623
Total revenues	<u>773,626</u>	<u>773,626</u>	<u>737,391</u>	<u>(36,235)</u>
EXPENDITURES:				
Current:				
Public works	708,120	708,120	675,154	32,966
Debt service:				
Principal retirement	26,654	26,654	14,296	12,358
Total expenditures	<u>734,774</u>	<u>734,774</u>	<u>689,450</u>	<u>45,324</u>
EXCESS OF REVENUES OVER EXPENDITURES	38,852	38,852	47,941	9,089
OTHER FINANCING USES:				
Transfers out	(25,000)	(25,000)	(47,003)	(22,003)
Total other financing uses	<u>(25,000)</u>	<u>(25,000)</u>	<u>(47,003)</u>	<u>(22,003)</u>
NET CHANGE IN FUND BALANCE	<u>\$ 13,852</u>	<u>\$ 13,852</u>	938	<u>\$ (12,914)</u>
FUND BALANCE:				
Beginning of year			558,284	
End of year			<u>\$ 559,222</u>	

City of Gardena
Schedule of Revenues, Expenditures, and Changes in Fund Balance - Budget and Actual
Prop C Local Return Special Revenue Fund
For the Year Ended June 30, 2021

	Original Budget	Final Budget	Actual	Variance with Final Budget
REVENUES:				
Taxes	\$ 853,778	\$ 853,778	\$ 1,018,725	\$ 164,947
Use of money and property	20,000	20,000	20,389	389
Total revenues	<u>873,778</u>	<u>873,778</u>	<u>1,039,114</u>	<u>165,336</u>
EXPENDITURES:				
Current:				
Public works	20,311	20,311	22,040	(1,729)
Total expenditures	<u>20,311</u>	<u>20,311</u>	<u>22,040</u>	<u>(1,729)</u>
EXCESS OF REVENUES OVER EXPENDITURES	<u>853,467</u>	<u>853,467</u>	<u>1,017,074</u>	<u>163,607</u>
OTHER FINANCING USES:				
Transfers out	(3,195,203)	(3,195,203)	(574,079)	2,621,124
Total other financing uses	<u>(3,195,203)</u>	<u>(3,195,203)</u>	<u>(574,079)</u>	<u>2,621,124</u>
NET CHANGE IN FUND BALANCE	<u>\$ (2,341,736)</u>	<u>\$ (2,341,736)</u>	442,995	<u>\$ 2,784,731</u>
FUND BALANCE:				
Beginning of year			2,453,407	
End of year			<u>\$ 2,896,402</u>	

City of Gardena
Schedule of Revenues, Expenditures, and Changes in Fund Balance - Budget and Actual
Gas Tax Special Revenue Fund
For the Year Ended June 30, 2021

	Original Budget	Final Budget	Actual	Variance with Final Budget
REVENUES:				
Intergovernmental	\$ 2,178,363	\$ 2,178,363	\$ 2,487,339	\$ 308,976
Use of money and property	22,500	22,500	24,579	2,079
Miscellaneous	-	-	(23,197)	(23,197)
Total revenues	<u>2,200,863</u>	<u>2,200,863</u>	<u>2,488,721</u>	<u>287,858</u>
EXPENDITURES:				
Current:				
General government	14,714	14,714	13,246	1,468
Public works	245,522	245,522	385,879	(140,357)
Total expenditures	<u>260,236</u>	<u>260,236</u>	<u>399,125</u>	<u>(138,889)</u>
EXCESS OF REVENUES OVER EXPENDITURES	<u>1,940,627</u>	<u>1,940,627</u>	<u>2,089,596</u>	<u>148,969</u>
OTHER FINANCING USES:				
Transfers out	(3,272,000)	(3,272,000)	(2,699,452)	572,548
Total other financing uses	<u>(3,272,000)</u>	<u>(3,272,000)</u>	<u>(2,699,452)</u>	<u>572,548</u>
NET CHANGE IN FUND BALANCE	<u>\$ (1,331,373)</u>	<u>\$ (1,331,373)</u>	<u>(609,856)</u>	<u>\$ 721,517</u>
FUND BALANCE:				
Beginning of year			<u>2,773,465</u>	
End of year			<u>\$ 2,163,609</u>	

City of Gardena
Schedule of Revenues, Expenditures, and Changes in Fund Balance - Budget and Actual
Asset Forfeiture Special Revenue Fund
For the Year Ended June 30, 2021

	Original Budget	Final Budget	Actual	Variance with Final Budget
REVENUES:				
Use of money and property	\$ -	\$ -	\$ 6,109	\$ 6,109
Total revenues	<u>-</u>	<u>-</u>	<u>6,109</u>	<u>6,109</u>
EXPENDITURES:				
Current:				
Public safety	-	-	48,733	(48,733)
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	<u>-</u>	<u>-</u>	<u>(42,624)</u>	<u>(42,624)</u>
NET CHANGE IN FUND BALANCE	<u>\$ -</u>	<u>\$ -</u>	<u>(42,624)</u>	<u>\$ (42,624)</u>
FUND BALANCE:				
Beginning of year			815,633	
End of year			<u>\$ 773,009</u>	

City of Gardena
Schedule of Revenues, Expenditures, and Changes in Fund Balance - Budget and Actual
Public Safety Grants Special Revenue Fund
For the Year Ended June 30, 2021

	Original Budget	Final Budget	Actual	Variance with Final Budget
REVENUES:				
Intergovernmental	\$ 299,112	\$ 299,112	\$ 335,112	\$ 36,000
Fines, forfeitures, and penalties	75,000	75,000	20,504	(54,496)
Use of money and property	1,500	1,500	2,705	1,205
Total revenues	<u>375,612</u>	<u>375,612</u>	<u>358,321</u>	<u>(17,291)</u>
EXPENDITURES:				
Current:				
General government	-	-	314,317	(314,317)
Public safety	300,112	300,112	175,434	124,678
Public works	-	-	4,440	(4,440)
Recreation and human services	-	-	8,870	(8,870)
Community development	-	-	675	(675)
Total expenditures	<u>300,112</u>	<u>300,112</u>	<u>503,736</u>	<u>(203,624)</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	<u>75,500</u>	<u>75,500</u>	<u>(145,415)</u>	<u>(220,915)</u>
OTHER FINANCING USES:				
Transfers out	<u>(85,000)</u>	<u>(85,000)</u>	<u>(481,708)</u>	<u>(396,708)</u>
Total other financing uses	<u>(85,000)</u>	<u>(85,000)</u>	<u>(481,708)</u>	<u>(396,708)</u>
NET CHANGE IN FUND BALANCE	<u>\$ (9,500)</u>	<u>\$ (9,500)</u>	<u>(627,123)</u>	<u>\$ (617,623)</u>
FUND BALANCE:				
Beginning of year			<u>211,699</u>	
End of year			<u>\$ (415,424)</u>	

City of Gardena
Schedule of Revenues, Expenditures, and Changes in Fund Balance - Budget and Actual
Public Works Grants Special Revenue Fund
For the Year Ended June 30, 2021

	Original Budget	Final Budget	Actual	Variance with Final Budget
REVENUES:				
Taxes	\$ 1,675,173	\$ 1,675,173	\$ 1,733,190	\$ 58,017
Intergovernmental	3,657,800	3,657,800	879,535	(2,778,265)
Use of money and property	18,100	18,100	23,983	5,883
Total revenues	<u>5,351,073</u>	<u>5,351,073</u>	<u>2,636,708</u>	<u>(2,714,365)</u>
EXPENDITURES:				
Current:				
Public works	722,971	722,971	228,647	494,324
Recreation and human services	-	-	6,831	(6,831)
Capital outlay	77,000	77,000	125,203	(48,203)
Total expenditures	<u>799,971</u>	<u>799,971</u>	<u>360,681</u>	<u>439,290</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	<u>4,551,102</u>	<u>4,551,102</u>	<u>2,276,027</u>	<u>(2,275,075)</u>
OTHER FINANCING USES:				
Transfers out	(6,203,300)	(6,203,300)	(1,447,703)	4,755,597
Total other financing uses	<u>(6,203,300)</u>	<u>(6,203,300)</u>	<u>(1,447,703)</u>	<u>4,755,597</u>
NET CHANGE IN FUND BALANCE	<u>\$ (1,652,198)</u>	<u>\$ (1,652,198)</u>	828,324	<u>\$ 2,480,522</u>
FUND BALANCE:				
Beginning of year			2,669,724	
End of year			<u>\$ 3,498,048</u>	

City of Gardena
Schedule of Revenues, Expenditures, and Changes in Fund Balance - Budget and Actual
Human Services Grants Special Revenue Fund
For the Year Ended June 30, 2021

	Original Budget	Final Budget	Actual	Variance with Final Budget
REVENUES:				
Intergovernmental	\$ 3,568,170	\$ 3,568,170	\$ 3,490,673	\$ (77,497)
Use of money and property	4,000	4,000	3,283	(717)
Miscellaneous	97,500	97,500	71,509	(25,991)
Total revenues	<u>3,669,670</u>	<u>3,669,670</u>	<u>3,565,465</u>	<u>(104,205)</u>
EXPENDITURES:				
Current:				
Recreation and human services	3,446,078	3,446,078	3,728,798	(282,720)
Community development	300,000	300,000	15,400	284,600
Total expenditures	<u>3,746,078</u>	<u>3,746,078</u>	<u>3,744,198</u>	<u>1,880</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	<u>(76,408)</u>	<u>(76,408)</u>	<u>(178,733)</u>	<u>(102,325)</u>
OTHER FINANCING SOURCES:				
Transfers in	81,408	81,408	135,770	54,362
Total other financing sources	<u>81,408</u>	<u>81,408</u>	<u>135,770</u>	<u>54,362</u>
NET CHANGE IN FUND BALANCE	<u>\$ 5,000</u>	<u>\$ 5,000</u>	<u>(42,963)</u>	<u>\$ (47,963)</u>
FUND BALANCE:				
Beginning of year			<u>134,008</u>	
End of year			<u>\$ 91,045</u>	

City of Gardena
Schedule of Revenues, Expenditures, and Changes in Fund Balance - Budget and Actual
Community Development Block Grant (CDBG) Special Revenue Fund
For the Year Ended June 30, 2021

	Original Budget	Final Budget	Actual	Variance with Final Budget
REVENUES:				
Intergovernmental	\$ 1,161,275	\$ 1,161,275	\$ 191,054	\$ (970,221)
Use of money and property	-	-	325	325
Total revenues	<u>1,161,275</u>	<u>1,161,275</u>	<u>191,379</u>	<u>(969,896)</u>
EXPENDITURES:				
Current:				
Community development	<u>1,104,572</u>	<u>1,104,572</u>	<u>979,262</u>	<u>125,310</u>
Total expenditures	<u>1,104,572</u>	<u>1,104,572</u>	<u>979,262</u>	<u>125,310</u>
NET CHANGE IN FUND BALANCE	<u>\$ 56,703</u>	<u>\$ 56,703</u>	<u>(787,883)</u>	<u>\$ (844,586)</u>
FUND BALANCE:				
Beginning of year			<u>(81,218)</u>	
End of year			<u>\$ (869,101)</u>	

City of Gardena
Schedule of Revenues, Expenditures, and Changes in Fund Balance - Budget and Actual
City Capital Projects Fund
For the Year Ended June 30, 2021

	Original Budget	Final Budget	Actual	Variance with Final Budget
EXPENDITURES:				
Capital outlay	\$ 13,769,906	\$ 13,769,906	\$ 3,071,794	\$ 10,698,112
Total expenditures	<u>13,769,906</u>	<u>13,769,906</u>	<u>3,071,794</u>	<u>10,698,112</u>
OTHER FINANCING SOURCES:				
Transfers in	13,740,053	13,740,053	3,077,779	(10,662,274)
Total other financing sources	<u>13,740,053</u>	<u>13,740,053</u>	<u>3,077,779</u>	<u>(10,662,274)</u>
NET CHANGE IN FUND BALANCE	<u>\$ 29,853</u>	<u>\$ 29,853</u>	5,985	<u>\$ 29,853</u>
FUND BALANCE:				
Beginning of year			<u>295,912</u>	
End of year			<u>\$ 301,897</u>	

CITY DEBT SERVICE FUNDS

DEBT SERVICE FUNDS:

To account for the accumulation of resources for, and the payment of, interest and principal on general long-term debt, including certificates of participation and refunding revenue bonds, and capital leases.

2006 Refunding COPS, Series A Fund - To account for the accumulated funds for the payment of interest and principal for the certificates issued in 2006.

2007 Refunding Revenue Bonds SBRPCA Fund - To account for the accumulated funds for the payment of interest and principal for the refunding bonds issued in 2007.

2014 Taxable Lease Revenue Refunding Bonds Fund - To account for the accumulated funds for the payment of interest and principal for the refunding bonds issued in 2014.

2017 Lease Financing Bonds Fund - To account for the accumulated funds for the payment of interest and principal for the refunding bonds issued in 2017.

2020 Taxable Pension Obligation Bonds Fund - To account for the accumulated funds for the payment of interest and principal for the pension obligation bonds issued in 2020.

City of Gardena

*Annual Comprehensive Financial Report
For the Year Ended June 30, 2021*



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City of Gardena
Combining Statement of Net Position
All Debt Service Funds
June 30, 2021

	2006 Refunding COPs, Series A	2007 Refunding Revenue Bonds SBRPCA	2014 Taxable Lease Revenue Refunding Bonds	2017 Lease Financing Bonds	2020 Taxable Pension Obligation Bonds	Total
ASSETS						
Cash and investments with fiscal agents	\$ 1,753,983	\$ 216,487	\$ 4	\$ -	\$ -	\$ 1,970,474
Prepaid items and deposits	-	1,090	1,102	288,746	-	290,938
Total assets	<u>\$ 1,753,983</u>	<u>\$ 217,577</u>	<u>\$ 1,106</u>	<u>\$ 288,746</u>	<u>\$ -</u>	<u>\$ 2,261,412</u>
LIABILITIES AND FUND BALANCES						
Liabilities:						
Accrued liabilities	\$ 221	\$ -	\$ -	\$ -	\$ -	\$ 221
Due to other funds	-	-	-	288,746	-	288,746
Total liabilities	<u>221</u>	<u>-</u>	<u>-</u>	<u>288,746</u>	<u>-</u>	<u>288,967</u>
Fund Balances:						
Nonspendable	-	1,090	1,102	-	-	290,938
Restricted	1,753,762	216,487	4	-	-	1,681,507
Unassigned	-	-	-	-	-	-
Total fund balances	<u>1,753,762</u>	<u>217,577</u>	<u>1,106</u>	<u>-</u>	<u>-</u>	<u>1,972,445</u>
Total liabilities and fund balances	<u>\$ 1,753,983</u>	<u>\$ 217,577</u>	<u>\$ 1,106</u>	<u>\$ 288,746</u>	<u>\$ -</u>	<u>\$ 2,261,412</u>

City of Gardena
Combining Schedule of Revenues, Expenditures, and Changes in Fund Balances
All Debt Service Funds
For the Year Ended June 30, 2021

	2006 Refunding COPs, Series A	2007 Refunding Revenue Bonds SBRPCA	2014 Taxable Lease Revenue Refunding Bonds	2017 Lease Financing Bonds	2020 Taxable Pension Obligation Bonds	Total
REVENUES:						
Use of money and property	\$ 23,906	\$ 19	\$ 2	\$ -	\$ 746	\$ 24,673
Miscellaneous	-	-	-	-	993,641	993,641
Total revenues	23,906	19	2	-	994,387	1,018,314
EXPENDITURES:						
Debt service:						
Principal retirement	550,000	110,000	60,000	275,000	163,862	1,158,862
Interest and fiscal charges	476,588	79,799	445,949	20,338	830,525	1,853,199
Total expenditures	1,026,588	189,799	505,949	295,338	994,387	3,012,061
REVENUES OVER (UNDER) EXPENDITURES	(1,002,682)	(189,780)	(505,947)	(295,338)	-	(1,993,747)
OTHER FINANCING SOURCES (USES):						
Transfers in	980,911	186,944	505,949	295,338	-	1,969,142
Proceeds from debt issuance	-	-	-	-	79,193,585	79,193,585
Costs of bond issuance	-	-	-	-	(462,321)	(462,321)
Contribution to pension trust	-	-	-	-	(78,731,264)	(78,731,264)
Total other financing sources	980,911	186,944	505,949	295,338	-	1,969,142
CHANGES IN FUND BALANCES	(21,771)	(2,836)	2	-	-	(24,605)
NET POSITION:						
Beginning of the year	1,775,533	220,413	1,104	-	-	1,997,050
End of the year	<u>\$ 1,753,762</u>	<u>\$ 217,577</u>	<u>\$ 1,106</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 1,972,445</u>

City of Gardena
Schedule of Revenues, Expenditures, and Changes in Fund Balance - Budget and Actual
2006 Refunding COPs, Series A Debt Service Fund
For the Year Ended June 30, 2021

	Original Budget	Final Budget	Actual	Variance with Final Budget
REVENUES:				
Use of money and property	\$ -	\$ -	\$ 23,906	\$ 23,906
Total revenues	<u>-</u>	<u>-</u>	<u>23,906</u>	<u>23,906</u>
EXPENDITURES:				
Debt Service:				
Principal retirement	550,000	550,000	550,000	-
Interest and fiscal charges	476,145	476,145	476,588	(443)
Total expenditures	<u>1,026,145</u>	<u>1,026,145</u>	<u>1,026,588</u>	<u>(443)</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	<u>(1,026,145)</u>	<u>(1,026,145)</u>	<u>(1,002,682)</u>	<u>23,463</u>
OTHER FINANCING SOURCES:				
Transfers in	1,026,145	1,026,145	980,911	(45,234)
Total other financing sources	<u>1,026,145</u>	<u>1,026,145</u>	<u>980,911</u>	<u>(45,234)</u>
NET CHANGE IN FUND BALANCE	<u>\$ -</u>	<u>\$ -</u>	<u>(21,771)</u>	<u>\$ (21,771)</u>
FUND BALANCE:				
Beginning of year			<u>1,775,533</u>	
End of year			<u>\$ 1,753,762</u>	

City of Gardena
Schedule of Revenues, Expenditures, and Changes in Fund Balance - Budget and Actual
2007 Refunding Revenue Bonds SBRPCA Debt Service Fund
For the Year Ended June 30, 2021

	Original Budget	Final Budget	Actual	Variance with Final Budget
REVENUES:				
Use of money and property	\$ -	\$ -	\$ 19	\$ 19
Total revenues	<u>-</u>	<u>-</u>	<u>19</u>	<u>19</u>
EXPENDITURES:				
Debt Service:				
Principal retirement	110,000	110,000	110,000	-
Interest and fiscal charges	<u>79,825</u>	<u>79,825</u>	<u>79,799</u>	<u>26</u>
Total expenditures	<u>189,825</u>	<u>189,825</u>	<u>189,799</u>	<u>26</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	<u>(189,825)</u>	<u>(189,825)</u>	<u>(189,780)</u>	<u>45</u>
OTHER FINANCING SOURCES:				
Transfers in	<u>189,825</u>	<u>189,825</u>	<u>186,944</u>	<u>(2,881)</u>
Total other financing sources	<u>189,825</u>	<u>189,825</u>	<u>186,944</u>	<u>(2,881)</u>
NET CHANGE IN FUND BALANCE	<u>\$ -</u>	<u>\$ -</u>	<u>(2,836)</u>	<u>\$ (2,836)</u>
FUND BALANCE:				
Beginning of year			<u>220,413</u>	
End of year			<u>\$ 217,577</u>	

City of Gardena
Schedule of Revenues, Expenditures, and Changes in Fund Balance - Budget and Actual
2014 Taxable Lease Revenue Refunding Bonds Debt Service Fund
For the Year Ended June 30, 2021

	Original Budget	Final Budget	Actual	Variance with Final Budget
REVENUES:				
Use of money and property	\$ -	\$ -	\$ 2	\$ 2
Total revenues	<u>-</u>	<u>-</u>	<u>2</u>	<u>2</u>
EXPENDITURES:				
Debt Service:				
Principal retirement	60,000	60,000	60,000	-
Interest and fiscal charges	445,949	445,949	445,949	-
Total expenditures	<u>505,949</u>	<u>505,949</u>	<u>505,949</u>	<u>-</u>
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	<u>(505,949)</u>	<u>(505,949)</u>	<u>(505,947)</u>	<u>2</u>
OTHER FINANCING SOURCES:				
Transfers in	505,949	505,949	505,949	-
Total other financing sources	<u>505,949</u>	<u>505,949</u>	<u>505,949</u>	<u>-</u>
NET CHANGE IN FUND BALANCE	<u>\$ -</u>	<u>\$ -</u>	<u>2</u>	<u>\$ 2</u>
FUND BALANCE:				
Beginning of year			<u>1,104</u>	
End of year			<u>\$ 1,106</u>	

City of Gardena
Schedule of Revenues, Expenditures, and Changes in Fund Balance - Budget and Actual
2017 Lease Financing Bonds - Debt Service Fund
For the Year Ended June 30, 2021

	Original Budget	Final Budget	Actual	Variance with Final Budget
EXPENDITURES:				
Debt Service:				
Principal retirement	\$ 275,000	\$ 275,000	\$ 275,000	\$ -
Interest and fiscal charges	20,338	20,338	20,338	-
Total expenditures	<u>295,338</u>	<u>295,338</u>	<u>295,338</u>	<u>-</u>
OTHER FINANCING SOURCES:				
Transfers in	295,338	295,338	295,338	-
Total other financing sources	<u>295,338</u>	<u>295,338</u>	<u>295,338</u>	<u>-</u>
NET CHANGE IN FUND BALANCE	<u>\$ -</u>	<u>\$ -</u>	-	<u>\$ -</u>
FUND BALANCE:				
Beginning of year			-	
End of year			<u>\$ -</u>	

City of Gardena
Schedule of Revenues, Expenditures, and Changes in Fund Balance - Budget and Actual
2020 Taxable Pension Obligation Bonds Debt Service Fund
For the Year Ended June 30, 2021

	Original Budget	Final Budget	Actual	Variance with Final Budget
REVENUES:				
Use of money and property	\$ -	\$ -	\$ 746	\$ 746
Miscellaneous	-	-	993,641	993,641
Total revenues	-	-	994,387	994,387
EXPENDITURES:				
Debt Service:				
Principal retirement	-	-	163,862	(163,862)
Interest and fiscal charges	-	-	830,525	(830,525)
Total expenditures	-	-	994,387	(994,387)
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	-	-	-	-
OTHER FINANCING SOURCES:				
Transfers in	-	-	-	-
Proceeds from debt issuance	-	-	79,193,585	79,193,585
Costs of bond issuance	-	-	(462,321)	(462,321)
Contribution to pension trust	-	-	(78,731,264)	(78,731,264)
Total other financing sources	-	-	-	-
NET CHANGE IN FUND BALANCE	\$ -	\$ -	-	\$ -
FUND BALANCE:				
Beginning of year			-	
End of year			\$ -	

City of Gardena

*Annual Comprehensive Financial Report
For the Year Ended June 30, 2021*



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INTERNAL SERVICE FUNDS

The Internal Service Fund accounts for financing of goods and services provided by one department to other departments of the City on a cost-reimbursement basis.

Internal Service Funds include:

Liability Insurance Fund - To finance and account for the City's general liability claims program.

Workers' Compensation Fund - To finance and account for the workers' compensation claims program.

Health Benefit Fund - To finance and account for the health benefit claims program.

City of Gardena

*Annual Comprehensive Financial Report
For the Year Ended June 30, 2021*



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City of Gardena
Combining Statement of Net Position
Internal Service Funds
June 30, 2021

	Liability Insurance	Workers' Compensation	Health Benefit	Total
ASSETS				
Current Assets:				
Cash and investments	\$ 1,157,805	\$ 1,402,011	\$ 4,312,040	\$ 6,871,856
Accounts receivables	5,155	-	1,482	6,637
Prepaid items and deposits	310	2,146	360,845	363,301
Total current assets	<u>1,163,270</u>	<u>1,404,157</u>	<u>4,674,367</u>	<u>7,241,794</u>
Total assets	<u>1,163,270</u>	<u>1,404,157</u>	<u>4,674,367</u>	<u>7,241,794</u>
LIABILITIES				
Current liabilities:				
Accounts payable	234,790	1,682	1,824	238,296
Accrued liabilities	221,826	12,533	825	235,184
Deposits payable	-	-	-	-
Claims payable - due within one year	482,332	7,221,321	685,988	8,389,641
Total current liabilities	<u>938,948</u>	<u>7,235,536</u>	<u>688,637</u>	<u>8,863,121</u>
Noncurrent liabilities:				
Claims payable - due in more than one year	770,568	1,444,265	-	2,214,833
Total noncurrent liabilities	<u>770,568</u>	<u>1,444,265</u>	<u>-</u>	<u>2,214,833</u>
Total liabilities	<u>1,709,516</u>	<u>8,679,801</u>	<u>688,637</u>	<u>11,077,954</u>
NET POSITION				
Unrestricted (deficit)	(546,246)	(7,275,644)	3,985,730	(3,836,160)
Total net position	<u>\$ (546,246)</u>	<u>\$ (7,275,644)</u>	<u>\$ 3,985,730</u>	<u>\$ (3,836,160)</u>

City of Gardena
Combining Statement of Revenues, Expenses, and Changes in Net Position
Internal Service Funds
For the Year Ended June 30, 2021

	Liability Insurance	Workers' Compensation	Health Benefit	Total
OPERATING REVENUES:				
Charges for services	\$ 1,017,054	\$ 1,005,827	\$ 8,385,333	\$ 10,408,214
Other	46,593	1,274	397,212	445,079
Insurance recovery	(77,598)	-	-	(77,598)
Total operating revenues	<u>986,049</u>	<u>1,007,101</u>	<u>8,782,545</u>	<u>10,775,695</u>
OPERATING EXPENSES:				
Insurance claims	1,101,909	2,710,616	2,450,818	6,263,343
General and administrative	681,897	415,761	4,504,598	5,602,256
Other operating expenses	34,313	34,701	104,162	173,176
Total operating expenses	<u>1,818,119</u>	<u>3,161,078</u>	<u>7,059,578</u>	<u>12,038,775</u>
OPERATING INCOME (LOSS)	<u>(832,070)</u>	<u>(2,153,977)</u>	<u>1,722,967</u>	<u>(1,263,080)</u>
NONOPERATING REVENUES:				
Interest income	-	7,947	44,780	52,727
Total nonoperating revenues	<u>-</u>	<u>7,947</u>	<u>44,780</u>	<u>52,727</u>
INCOME (LOSS) BEFORE TRANSFERS	<u>(832,070)</u>	<u>(2,146,030)</u>	<u>1,767,747</u>	<u>(1,210,353)</u>
TRANSFERS:				
Transfers in	2,682,989	818,521	-	3,501,510
Transfers out	-	-	(1,901,510)	(1,901,510)
Total transfers	<u>2,682,989</u>	<u>818,521</u>	<u>(1,901,510)</u>	<u>1,600,000</u>
CHANGES IN NET POSITION	<u>1,850,919</u>	<u>(1,327,509)</u>	<u>(133,763)</u>	<u>389,647</u>
NET POSITION:				
Beginning of year	(2,397,165)	(5,948,135)	4,119,493	(4,225,807)
End of year	<u>\$ (546,246)</u>	<u>\$ (7,275,644)</u>	<u>\$ 3,985,730</u>	<u>\$ (3,836,160)</u>

City of Gardena
Combining Statement of Cash Flows
Internal Service Funds
For the Year Ended June 30, 2021

	Liability Insurance	Workers' Compensation	Health Benefit	Total
CASH FLOWS FROM OPERATING ACTIVITIES:				
Receipts from users	\$ 1,019,298	\$ 1,005,827	\$ 8,427,395	\$ 10,452,520
Receipts from claims recoveries	46,593	1,274	397,212	445,079
Payments for insurance claims	(1,101,909)	(1,544,625)	(2,502,536)	(5,149,070)
Payments to suppliers	(1,489,166)	(450,139)	(5,263,728)	(7,203,033)
Net cash provided by (used in) operating activities	(1,525,184)	(987,663)	1,058,343	(1,454,504)
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES:				
Transfers from other funds	2,682,989	818,521	-	3,501,510
Transfers to other funds	-	-	(1,901,510)	(1,901,510)
Net cash provided by (used in) noncapital financing activities	2,682,989	818,521	(1,901,510)	1,600,000
CASH FLOWS FROM INVESTING ACTIVITIES:				
Interest received	-	7,947	44,780	52,727
Net cash provided by investing activities	-	7,947	44,780	52,727
Net change in cash and cash equivalents	1,157,805	(161,195)	(798,387)	198,223
CASH AND CASH EQUIVALENTS:				
Beginning of year	-	1,563,206	5,110,427	6,673,633
End of year	<u>\$ 1,157,805</u>	<u>\$ 1,402,011</u>	<u>\$ 4,312,040</u>	<u>\$ 6,871,856</u>
RECONCILIATION OF OPERATING INCOME (LOSS) TO NET CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES:				
Operating income (loss)	\$ (832,070)	\$ (2,153,977)	\$ 1,722,967	\$ (1,263,080)
Adjustments to reconcile operating income (loss) to net cash provided by (used in) operating activities:				
(Increase)decrease in accounts receivable	2,244	-	42,062	44,306
(Increase)decrease in prepaid items and deposits	(310)	-	(360,845)	(361,155)
Increase (decrease) in accounts payable	62,627	1,678	(109,828)	(45,523)
Increase (decrease) in accrued liabilities	(835,273)	(1,355)	(168,600)	(1,005,228)
Increase (decrease) in deposits payable	-	-	(15,695)	(15,695)
Increase (decrease) in claims payable	77,598	1,165,991	(51,718)	1,191,871
Total adjustment	(693,114)	1,166,314	(664,624)	(191,424)
Net cash provided by (used in) operating activities	\$ (1,525,184)	\$ (987,663)	\$ 1,058,343	\$ (1,454,504)

City of Gardena

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For the Year Ended June 30, 2021*



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STATISTICAL SECTION

Fiscal Year 2020-21



STATISTICAL SECTION

Fiscal Year 2020-21



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CITY OF GARDENA STATISTICAL SECTION

Fiscal Year 2020-21



This part of the City of Gardena's comprehensive annual financial report presents detailed information as a context for understanding what the information in the financial statements, note disclosures, and required supplementary information say about the government's overall financial health.

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City of Gardena
Net Position by Component⁽¹⁾
Last Ten Fiscal Years Ended June 30, 2021
(accrual basis of accounting)

	Fiscal Year				
	2020-21	2019-20	2018-19	2017-18 ⁽²⁾	2016-17
Governmental Activities					
Net Investment in Capital Assets	\$28,550,313	\$30,055,713	\$47,404,733	\$27,748,135	\$28,138,906
Restricted for:					
Debt Service	1,681,507	1,708,162	1,669,313	1,916,945	1,924,432
Employment and Training Services	-	-	-	5,287	43,611
Law Enforcement	1,593,265	1,080,052	1,344,114	921,976	914,062
Local Street Improvements	9,329,940	7,956,523	7,130,678	6,060,770	6,205,701
Economic Development	5,783,794	4,393,701	5,306,507	6,006,024	1,986,202
Capital Projects	273,887	273,887	295,912	571,089	295,912
Other Purposes	662,807	689,290	657,424	633,275	651,830
Specific Projects and Programs	-	-	-	-	-
Total Restricted:	19,325,200	16,101,615	16,403,948	16,115,366	12,021,750
Unrestricted ⁽²⁾	(114,185,399)	(126,640,099)	(131,787,090)	(107,886,487)	(99,400,392)
Total governmental activities net position	(\$66,309,886)	(\$80,482,771)	(\$67,978,409)	(\$64,022,986)	(\$59,239,736)
Business-type Activities					
Net Investment in Capital Assets	\$60,014,796	\$50,474,813	\$53,054,448	\$56,261,253	\$60,150,166
Unrestricted ⁽²⁾	(34,052,901)	(32,350,671)	(29,646,082)	(27,969,730)	(27,390,162)
Total business-type activities net position	\$25,961,895	\$18,124,142	\$23,408,366	\$28,291,523	\$32,760,004
Primary Government					
Net Investment in Capital Assets	\$88,565,109	\$80,530,526	\$100,459,181	\$84,009,388	\$88,289,072
Restricted	19,325,200	16,101,615	16,403,948	16,115,366	12,021,750
Unrestricted ⁽²⁾	(148,238,300)	(158,990,770)	(161,433,172)	(135,817,893)	(126,790,554)
Total Primary Government Net Position:	(\$40,347,991)	(\$62,358,629)	(\$44,570,043)	(\$35,693,139)	(\$26,479,732)

NOTE: ⁽¹⁾ Accounting standards require that net position be reported in three components in the financial statements: net investment in capital assets, restricted, and unrestricted. Net position are considered restricted only when (1) an external party, such as the State of California or the federal government, places a restriction on how the revenues may be used, or (2) enabling legislation is enacted by the City.

⁽²⁾ 2017 balances were restated due to implementation of GASB 75

City of Gardena
Net Position by Component (Continued) ⁽¹⁾
Last Ten Fiscal Years Ended June 30, 2021
(accrual basis of accounting)

	Fiscal Year				
	2015-16	2014-15	2013-14	2012-13	2011-12
Governmental Activities					
Net Investment in Capital Assets	\$27,897,717	\$26,430,711	\$21,675,303	\$22,478,931	\$20,538,595
Restricted for:					
Debt Service	2,679,363	2,965,697	3,471,506	3,458,249	3,453,941
Employment and Training Services	164,116	300,190	397,593	537,583	-
Law Enforcement	1,251,314	1,701,810	2,186,672	2,203,648	-
Local Street Improvements	7,072,378	7,930,518	7,049,906	6,020,275	-
Local Street Improvements	2,394,395	2,292,714	-	-	-
Economic Development	301,546	-	-	2,679,485	-
Other Purposes	289,859	447,605	478,453	389,852	-
Specific Projects and Programs	-	-	-	-	11,210,794
Total Restricted:	14,152,971	15,638,534	13,584,130	15,289,092	14,664,735
Unrestricted	(60,913,888)	(67,531,463)	(64,355,607)	(3,568,866)	1,878,408
Total governmental activities net position	<u>(18,863,200)</u>	<u>(\$25,462,218)</u>	<u>(\$29,096,174)</u>	<u>\$34,199,157</u>	<u>\$37,081,738</u>
Business-type Activities					
Net Investment in Capital Assets	\$62,151,750	\$67,684,810	\$70,809,060	\$75,906,094	\$79,771,551
Unrestricted	(21,068,543)	(18,107,410)	(15,654,544)	(1,617,195)	(724,993)
Total business-type activities net position	<u>\$41,083,207</u>	<u>\$49,577,400</u>	<u>\$55,154,516</u>	<u>\$74,288,899</u>	<u>\$79,046,558</u>
Primary Government					
Net Investment in Capital Assets	\$90,049,467	\$94,115,521	\$92,484,363	\$98,385,025	\$100,310,146
Restricted	14,152,971	15,638,534	13,584,130	15,289,092	14,664,735
Unrestricted	(81,982,431)	(85,638,873)	(79,990,151)	(5,186,061)	1,153,415
Total Primary Government Net Position:	<u>\$22,220,007</u>	<u>\$24,115,182</u>	<u>\$26,078,342</u>	<u>\$108,488,056</u>	<u>\$116,128,296</u>

NOTE: ⁽¹⁾ Accounting standards require that net position be reported in three components in the financial statements: net investment in capital assets, restricted, and unrestricted. Net position are considered restricted only when (1) an external party, such as the State of California or the federal government, places a restriction on how the revenues may be used, or (2) enabling legislation is enacted by the City.

City of Gardena
Changes in Net Position
Last Ten Fiscal Years Ended June 30, 2021
(accrual basis of accounting)

	Fiscal Year				
	2020-21	2019-20	2018-19	2017-18	2016-17
Expenses					
Governmental Activities					
General Government	\$ 7,807,099	\$ 7,383,173	\$ 8,609,254	\$ 6,177,468	\$ 5,848,247
Public Safety	47,363,640	47,760,821	43,617,238	41,420,762	38,700,824
Public Works	8,516,393	10,958,845	11,717,321	7,120,106	6,956,766
Recreation and Human Services	6,766,739	6,600,989	6,395,004	9,742,993	9,154,921
Community Development	2,986,934	2,692,644	2,662,554	2,938,656	2,796,216
Interest and fiscal charges	2,532,013	1,156,041	1,191,118	1,241,054	1,382,078
Total governmental activities expenses:	75,972,818	76,552,513	74,192,489	68,641,039	64,839,052
Business-type Activities					
GTrans	29,535,221	31,024,629	28,646,739	27,804,739	28,195,640
Sewer	1,190,734	1,651,788	1,512,189	1,432,695	1,760,303
Total business-type activities expenses:	30,725,955	32,676,417	30,158,928	29,237,434	29,955,943
Total primary government expenses:	\$ 106,698,773	\$ 109,228,930	\$ 104,351,417	\$ 97,878,473	\$ 94,794,995
Program Revenues					
Governmental Activities					
Charges for services:					
General Government	\$ 5,333,187	\$ 4,072,004	\$ 4,107,289	\$ 3,864,795	\$ 3,504,735
Public Safety	1,240,360	1,338,121	1,862,764	1,312,945	1,422,001
Public Works	378,834	351,732	351,463	418,667	615,289
Recreation and Human Services	2,750,536	3,801,562	2,962,339	2,685,240	2,979,625
Community Development	2,499,553	2,246,297	1,687,652	1,724,501	1,771,754
Interest and fiscal charges	-	-	-	-	-
Operating Grants and Contributions	14,663,306	3,351,864	3,142,207	3,719,048	2,048,938
Capital Grants and Contributions	3,017,989	1,621,611	2,037,030	2,002,799	1,268,576
Total governmental activities program revenues:	29,883,765	16,783,191	16,150,744	15,727,995	13,610,918
Business-type Activities					
Charges for services:					
GTrans	135,875	1,766,952	2,382,758	2,459,105	2,482,516
Sewer	2,685,365	2,323,753	2,016,346	1,790,296	954,552
Grants and Contributions	35,581,340	23,240,186	21,699,529	20,431,399	20,582,496
Total business-type activities program revenues:	38,402,580	27,330,891	26,098,633	24,680,800	24,019,564
Total primary government revenues:	\$ 68,286,345	\$ 44,114,082	\$ 42,249,377	\$ 40,408,795	\$ 37,630,482

City of Gardena
Changes in Net Position (Continued)
Last Ten Fiscal Years Ended June 30, 2021
(accrual basis of accounting)

	Fiscal Year				
	2015-16	2014-15	2013-14	2012-13	2011-12
Expenses					
Governmental Activities					
General Government	\$ 5,730,664	\$ 6,239,825	\$ 11,808,280	\$ 11,534,998	\$ 9,144,682
Public Safety	36,304,203	35,912,110	32,551,301	31,266,838	29,072,734
Public Works	8,545,467	9,846,657	10,300,134	8,904,024	10,127,663
Recreation and Human Services	6,777,838	6,677,536	6,147,992	6,424,691	6,562,245
Community Development	2,538,835	2,675,341	7,470,002	2,153,815	2,396,761
Interest and fiscal charges	1,365,398	1,805,649	1,466,193	1,564,640	1,609,611
Total governmental activities expenses:	61,262,405	63,157,118	69,743,902	61,849,006	58,913,696
Business-type Activities					
GTrans	26,410,211	26,643,082	23,188,943	23,375,194	22,025,126
Sewer	1,046,864	1,021,131	849,779	862,965	802,636
Total business-type activities expenses:	27,457,075	27,664,213	24,038,722	24,238,159	22,827,762
Total primary government expenses:	\$ 88,719,480	\$ 90,821,331	\$ 93,782,624	\$ 86,087,165	\$ 81,741,458
Program Revenues					
Governmental Activities					
Charges for services:					
General Government	\$ 3,298,306	\$ 3,022,929	\$ 3,013,410	\$ 3,012,767	\$ 2,945,455
Public Safety	1,174,116	1,337,761	1,404,006	1,405,062	1,901,588
Public Works	513,495	340,541	384,600	291,644	323,113
Recreation and Human Services	2,315,212	2,238,445	2,092,788	1,998,540	2,015,733
Community Development	2,187,082	1,432,560	2,922,090	851,981	1,085,366
Interest and fiscal charges	-	-	-	-	-
Operating Grants and Contributions	2,067,123	2,963,405	7,092,380	5,084,561	5,383,364
Capital Grants and Contributions	1,918,489	7,167,801	3,531,787	1,602,081	3,313,620
Total governmental activities program revenues:	13,473,823	18,503,442	20,441,061	14,246,636	16,968,239
Business-type Activities					
Charges for services:					
GTrans	2,685,573	3,346,233	3,434,257	3,410,708	3,258,066
Sewer	673,199	727,054	922,304	732,421	698,540
Grants and Contributions	18,756,444	18,186,090	16,988,325	16,746,822	15,032,257
Total business-type activities program revenues:	22,115,216	22,259,377	21,344,886	20,889,951	18,988,863
Total primary government revenues:	\$ 35,589,039	\$ 40,762,819	\$ 41,785,947	\$ 35,136,587	\$ 35,957,102

City of Gardena
Changes in Net Position (Continued)
Last Ten Fiscal Years Ended June 30, 2021
(accrual basis of accounting)

	Fiscal Year				
	2020-21	2019-20	2018-19	2017-18	2016-17
Net (expense)/revenue: ⁽¹⁾					
Governmental activities	\$ (46,089,053)	\$ (59,769,322)	\$ (58,041,745)	\$ (52,913,044)	\$ (51,228,234)
Business-type activities	7,676,625	(5,345,526)	(4,060,295)	(4,556,634)	(5,936,379)
Total net revenues (expenses):	<u>\$ (38,412,428)</u>	<u>\$ (65,114,848)</u>	<u>\$ (62,102,040)</u>	<u>\$ (57,469,678)</u>	<u>\$ (57,164,613)</u>
General Revenue and Other Changes in Net Position					
Governmental activities					
Taxes:					
Property taxes	8,799,364	8,205,539	7,735,545	7,150,957	7,130,426
Sales tax	23,760,125	12,440,147	13,466,178	11,006,901	11,204,697
Business license	2,508,287	2,438,304	2,843,375	2,727,532	2,606,279
Utility user taxes	4,970,799	4,801,229	4,955,645	5,088,450	5,147,736
Franchise taxes	2,809,101	2,816,277	2,777,572	2,609,219	2,440,108
Card club taxes	3,999,147	4,874,457	8,101,583	8,071,001	8,975,991
Other taxes	3,764,716	3,920,393	4,354,725	3,985,315	3,855,705
Vehicle license - unrestricted	7,203,563	6,788,130	6,378,321	5,994,920	5,677,909
Investment income	(57,164)	1,036,057	1,061,732	158,902	129,187
Miscellaneous	2,730,183	690,353	1,384,272	1,134,729	2,261,772
Gain on sale of assets	(190,979)	(863,795)	10,622	201,560	883,201
Transfers	(35,204)	117,869	978,428	38,632	9,898
Total governmental activities	<u>\$ 60,261,938</u>	<u>\$ 47,264,960</u>	<u>\$ 54,047,998</u>	<u>\$ 48,168,118</u>	<u>\$ 50,322,909</u>
Business-type activities					
Investment income	125,924	162,760	155,566	124,243	77,618
Miscellaneous	-	-	-	2,542	18,512
Gain (loss) on sale of assets	-	16,411	-	-	-
Transfers	35,204	(117,869)	(978,428)	(38,632)	(9,898)
Total business-type activities:	<u>161,128</u>	<u>61,302</u>	<u>(822,862)</u>	<u>88,153</u>	<u>86,232</u>
Total primary government:	<u>\$ 60,423,066</u>	<u>\$ 47,326,262</u>	<u>\$ 53,225,136</u>	<u>\$ 48,256,271</u>	<u>\$ 50,409,141</u>
Change in Net Position					
Governmental activities	\$ 14,172,885	\$ (12,504,362)	\$ (3,993,747)	\$ (4,744,926)	\$ (905,325)
Business-type activities	7,837,753	(5,284,224)	(4,883,157)	(4,468,481)	(5,850,147)
Total primary government:	<u>\$ 22,010,638</u>	<u>\$ (17,788,586)</u>	<u>\$ (8,876,904)</u>	<u>\$ (9,213,407)</u>	<u>\$ (6,755,472)</u>

- ⁽¹⁾ Net (expense)/revenue is the difference between the expenses and program revenues of a function or program. It indicates the degree to which a function or program is supported with its own fees and program specific grants versus its reliance upon funding from taxes and other general revenues.
- A number in parentheses are net expenses, indicating that expenses were greater than program revenues and therefore, general revenues were needed to finance that function or program.
 - Numbers without parentheses are net revenues, meaning that program revenues were more than sufficient to cover expenses.

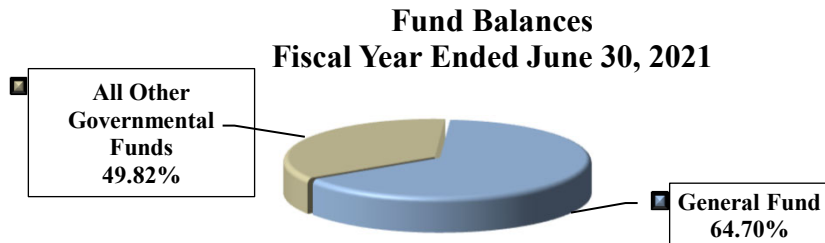
City of Gardena
Changes in Net Position (Continued)
Last Ten Fiscal Years Ended June 30, 2021
(accrual basis of accounting)

	Fiscal Year				
	2015-16	2014-15	2013-14	2012-13	2011-12
	\$ (47,788,582)	\$ (44,653,676)	\$ (49,302,841)	\$ (47,602,370)	\$ (41,945,457)
	(5,341,859)	(5,404,836)	(2,693,836)	(3,348,208)	(3,838,899)
	<u>\$ (53,130,441)</u>	<u>\$ (50,058,512)</u>	<u>\$ (51,996,677)</u>	<u>\$ (50,950,578)</u>	<u>\$ (45,784,356)</u>
Governmental activities					
Taxes:					
Property taxes	6,729,849	6,402,520	6,192,249	5,924,450	5,740,677
Sales tax	11,227,326	9,965,476	9,472,341	9,093,802	8,112,695
Business license	2,536,438	2,547,148	2,218,097	2,224,694	2,120,052
Utility user taxes	5,212,410	5,335,375	5,383,285	5,224,829	5,211,568
Franchise taxes	2,534,820	2,417,342	2,351,576	2,311,421	2,277,747
Card club taxes	9,057,202	9,517,550	9,467,078	8,394,406	7,434,236
Other taxes	3,479,372	3,136,222	2,965,176	2,773,929	2,550,706
Vehicle license - unrestricted	5,445,385	5,166,984	4,958,745	4,792,063	4,754,240
Investment income	499,279	248,773	270,187	163,025	268,259
Miscellaneous	2,566,919	3,329,396	2,643,424	2,419,479	4,814,396
Gain on sale of assets	1,877,151	-	-	-	-
Transfers	3,221,449	200,846	408,925	1,397,691	1,180,312
Total governmental activities	<u>\$ 54,387,600</u>	<u>\$ 48,267,632</u>	<u>\$ 46,331,083</u>	<u>\$ 44,719,789</u>	<u>\$ 44,464,888</u>
Business-type activities					
Investment income	55,492	24,196	11,333	33,606	47,367
Miscellaneous	13,623	4,370	2,733	(45,366)	173,350
Gain (loss) on sale of assets	-	-	(2,600,806)	-	-
Transfers	(3,221,449)	(200,846)	(408,925)	(1,397,691)	(1,180,312)
Total business-type activities:	<u>(3,152,334)</u>	<u>(172,280)</u>	<u>(2,995,665)</u>	<u>(1,409,451)</u>	<u>(959,595)</u>
Total primary government:	<u>\$ 51,235,266</u>	<u>\$ 48,095,352</u>	<u>\$ 43,335,418</u>	<u>\$ 43,310,338</u>	<u>\$ 43,505,293</u>
Change in Net Position					
Governmental activities	\$ 6,599,018	\$ 3,613,956	\$ (2,971,758)	\$ (2,882,581)	\$ 2,519,431
Business-type activities	<u>(8,494,193)</u>	<u>(5,577,116)</u>	<u>(5,689,501)</u>	<u>(4,757,659)</u>	<u>(4,798,494)</u>
Total primary government:	<u>\$ (1,895,175)</u>	<u>\$ (1,963,160)</u>	<u>\$ (8,661,259)</u>	<u>\$ (7,640,240)</u>	<u>\$ (2,279,063)</u>

- ⁽¹⁾ Net (expense)/revenue is the difference between the expenses and program revenues of a function or program. It indicates the degree to which a function or program is supported with its own fees and program specific grants versus its reliance upon funding from taxes and other general revenues.
- A number in parentheses are net expenses, indicating that expenses were greater than program revenues and therefore, general revenues were needed to finance that function or program.
 - Numbers without parentheses are net revenues, meaning that program revenues were more than sufficient to cover expenses.

City of Gardena
Fund Balances of Governmental Funds
Last Ten Fiscal Years Ended June 30, 2021
(modified accrual basis of accounting)

		Fiscal Year				
		2020-21	2019-20	2018-19	2017-18	2016-17
General Fund						
Nonspendable	(1)	\$ 1,214,022	\$ 302,361	\$ 333,803	\$ 385,931	\$ 294,133
Restricted	(1)	-	-	-	5,287	43,611
Committed	(1)	18,697,703	7,310,676	13,287,448	19,315,675	19,413,135
Assigned	(1)	8,670,503	2,848,416	2,622,256	3,609,547	3,936,266
Unassigned	(1)	200,000	173,122	271,377	200,000	200,000
Total General Fund:		<u>\$ 28,782,228</u>	<u>\$ 10,634,575</u>	<u>\$ 16,514,884</u>	<u>\$ 23,516,440</u>	<u>\$ 23,887,145</u>
All Other Governmental Funds						
Nonspendable	(1)	\$ 342,428	\$ 350,432	\$ 308,741	\$ 16,769,655	\$ -
Restricted	(1)	16,660,769	15,682,481	16,089,466	-	10,073,376
Committed	(1)	-	-	-	-	3,765,323
Assigned	(1)	-	-	-	-	-
Unassigned	(1)	(1,298,092)	(81,218)	-	-	-
Total all other governmental funds:		<u>\$ 15,705,105</u>	<u>\$ 15,951,695</u>	<u>\$ 16,398,207</u>	<u>\$ 16,769,655</u>	<u>\$ 13,838,699</u>



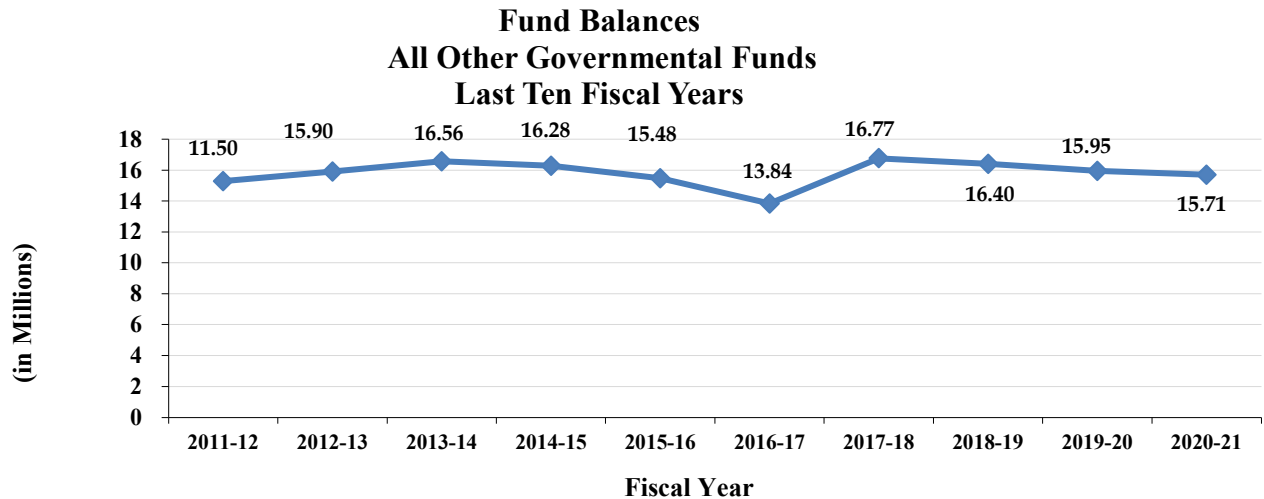
NOTES:

(1) New reporting requirements per GASB 54.

Source: City of Gardena, Administrative Services Department - Finance Division

City of Gardena
Fund Balances of Governmental Funds (Continued)
Last Ten Fiscal Years Ended June 30, 2021
(modified accrual basis of accounting)

		Fiscal Year				
		2015-16	2014-15	2013-14	2012-13	2011-12
General Fund						
Nonspendable	(1)	\$ 189,819	\$ 179,244	\$ 181,457	\$ 198,145	\$ 201,163
Restricted	(1)	164,116	327,752	57,980	56,014	40,951
Committed	(1)	17,542,367	7,274,423	7,274,423	6,825,301	6,592,339
Assigned	(1)	2,773,686	7,579,856	4,357,472	2,906,950	2,908,689
Unassigned	(1)	200,000	400,362	238,582	274,236	217,873
Total General Fund:		<u>\$ 20,869,988</u>	<u>\$ 15,761,637</u>	<u>\$ 12,109,914</u>	<u>\$ 10,260,646</u>	<u>\$ 9,961,015</u>
All Other Governmental Funds						
Nonspendable	(1)	\$ -	\$ 4,734	\$ -	\$ 8,990	\$ 5,770
Restricted	(1)	11,726,127	13,048,054	13,526,150	15,233,078	14,623,784
Committed	(1)	3,776,154	3,051,323	2,658,379	-	-
Assigned	(1)	(20,809)	179,079	377,900	654,243	660,402
Assigned	(1)	-	-	-	-	-
Total all other governmental funds:		<u>\$ 15,481,472</u>	<u>\$ 16,283,190</u>	<u>\$ 16,562,429</u>	<u>\$ 15,896,311</u>	<u>\$ 15,289,956</u>



NOTES:

(1) New reporting requirements per GASB 54.

Source: City of Gardena, Administrative Services Department - Finance Division

City of Gardena
Changes In Fund Balances - Governmental Funds
Last Ten Fiscal Years Ended June 30, 2021
(modified accrual basis of accounting)

	Fiscal Year				
	2020-21	2019-20	2018-19	2017-18	2016-17
Revenues:					
Taxes	\$ 57,968,745	\$ 46,128,710	\$ 50,827,680	\$ 47,527,518	\$ 46,847,209
Licenses and permits	2,389,538	1,646,059	1,735,711	1,694,670	1,800,752
Use of money and property	(56,416)	1,036,059	1,061,734	158,902	129,186
Intergovernmental	16,142,006	7,157,208	7,409,245	6,201,645	5,549,872
Fines, forfeitures, and penalties	3,168,468	1,112,890	2,261,549	1,124,079	1,102,235
Charges for services	5,188,250	6,142,402	5,270,787	5,070,020	5,155,573
Miscellaneous	1,664,391	831,773	892,283	1,197,011	2,944,050
Total Revenues:	86,464,982	64,055,101	69,458,989	62,973,845	63,528,877
Expenditures:					
Current:					
General government	5,325,270	6,576,421	6,004,196	5,025,047	4,914,416
Public safety	37,558,085	41,295,066	45,783,773	37,851,314	36,977,198
Public works	6,776,073	8,372,502	8,058,427	4,012,134	4,064,485
Recreation and Human resources	6,232,436	6,155,882	6,138,238	9,194,054	8,631,034
Community development	2,789,072	2,474,928	2,382,263	2,734,299	2,757,861
Capital outlay	5,199,699	3,636,782	6,127,264	3,794,206	3,349,481
Debt service:					
Principal	1,173,158	967,696	902,804	627,898	2,703,105
Interest and fiscal charges	1,878,414	1,155,814	1,198,262	1,227,659	1,431,641
Total Expenditures:	66,932,207	70,635,091	76,595,227	64,466,611	64,829,221
Excess of Revenues over (under) Expenditures	19,532,775	(6,579,990)	(7,136,238)	(1,492,766)	(1,300,344)
Other Financing Sources (Uses):					
Proceeds of long-term debt	-	-	-	-	-
Proceeds from sale of assets	3,492	46,241	16,413	423,735	1,024,538
Proceeds from debt issuance	79,193,585	-	-	-	-
Issuance of capital leases	-	-	-	-	-
Costs of Bond issuance	(462,321)	-	-	-	-
Contribution to pension trust	(78,731,264)	-	-	-	-
Issuance of new debt	-	-	-	-	1,635,000
Issuance discount	-	-	-	-	-
Issuance of loans	-	86,223	86,223	86,223	86,223
Transfers in	12,724,862	7,476,706	9,013,583	6,747,282	6,487,933
Transfers out	(14,360,066)	(7,356,001)	(8,350,155)	(6,708,650)	(6,558,966)
Total Other Financing Sources (Uses):	(1,631,712)	253,169	766,064	548,590	2,674,728
Net change in fund balances	\$17,901,063	(\$6,326,821)	(\$6,370,174)	(\$944,176)	\$1,374,384
Debt service as a percentage of noncapital expenditures: ⁽¹⁾	5.10%	3.14%	2.87%	3.03%	6.64%

NOTE:

⁽¹⁾ In fiscal year 2011-12 correction was made to percentages that were calculated in error.

Source: City of Gardena, Administrative Services Department - Finance Division

City of Gardena
Changes In Fund Balances - Governmental Funds (Continued)
Last Ten Fiscal Years Ended June 30, 2021
(modified accrual basis of accounting)

	Fiscal Year				
	2015-16	2014-15	2013-14	2012-13	2011-12
Revenues:					
Taxes	\$ 46,222,802	\$ 44,488,617	\$ 43,008,547	\$ 40,739,594	\$ 38,201,922
Licenses and permits	1,521,379	1,109,169	1,023,180	915,614	948,646
Use of money and property	499,278	248,773	270,187	163,025	788,477
Intergovernmental	5,705,627	11,575,383	11,983,118	7,917,316	10,079,951
Fines, forfeitures, and penalties	1,794,049	1,433,758	1,226,243	1,629,217	4,320,435
Charges for services	4,545,874	4,208,616	4,146,210	4,087,263	4,191,605
Miscellaneous	1,807,155	3,141,148	2,754,989	2,116,705	1,721,779
Total Revenues:	62,096,164	66,205,464	64,412,474	57,568,734	60,252,815
Expenditures:					
Current:					
General government	4,886,467	5,108,064	4,938,101	6,256,927	5,637,263
Public safety	34,674,068	32,542,544	32,069,172	30,007,184	28,901,414
Public works	5,584,816	5,352,388	5,395,817	5,145,179	5,267,198
Recreation and Human resources	6,498,830	6,135,402	6,086,777	6,161,518	6,554,306
Community development	2,533,734	2,594,007	7,499,226	2,119,111	2,383,002
Capital outlay	8,332,649	8,064,783	6,075,302	5,806,502	6,368,035
Debt service:					
Principal	754,158	9,228,535	844,172	645,065	1,139,060
Interest and fiscal charges	1,369,936	2,029,383	1,482,716	1,518,953	1,553,458
Total Expenditures:	64,634,658	71,055,106	64,391,283	57,660,439	57,803,736
Excess of Revenues over (under) Expenditures	(2,538,494)	(4,849,642)	21,191	(91,705)	2,449,079
Other Financing Sources (Uses):					
Proceeds of long-term debt	-	-	2,521,577	-	-
Proceeds from sale of property	4,990,156	-	-	-	-
Proceeds from debt issuance	-	-	-	-	-
Issuance of capital leases	-	-	201,829	-	-
Costs of Bond issuance	-	-	-	-	-
Contribution to pension trust	-	-	-	-	-
Issuance of new debt	-	9,110,000	-	-	-
Issuance discount	-	(297,460)	-	-	-
Issuance of loans	311,026	408,740	-	-	-
Transfers in	11,143,623	10,368,953	7,765,591	7,379,793	8,316,550
Transfers out	(9,599,678)	(11,368,107)	(7,994,802)	(6,382,102)	(7,386,238)
Total Other Financing Sources (Uses):	6,845,127	8,222,126	2,494,195	997,691	930,312
Net change in fund balances	\$4,306,633	\$3,372,484	\$2,515,386	\$905,986	\$3,379,391
Debt service as a percentage of noncapital expenditures: ⁽¹⁾	3.51%	17.16%	3.81%	4.00%	4.92%

NOTE:

⁽¹⁾ In fiscal year 2011-12 correction was made to percentages that were calculated in error.

Source: City of Gardena, Administrative Services Department - Finance Division

City of Gardena

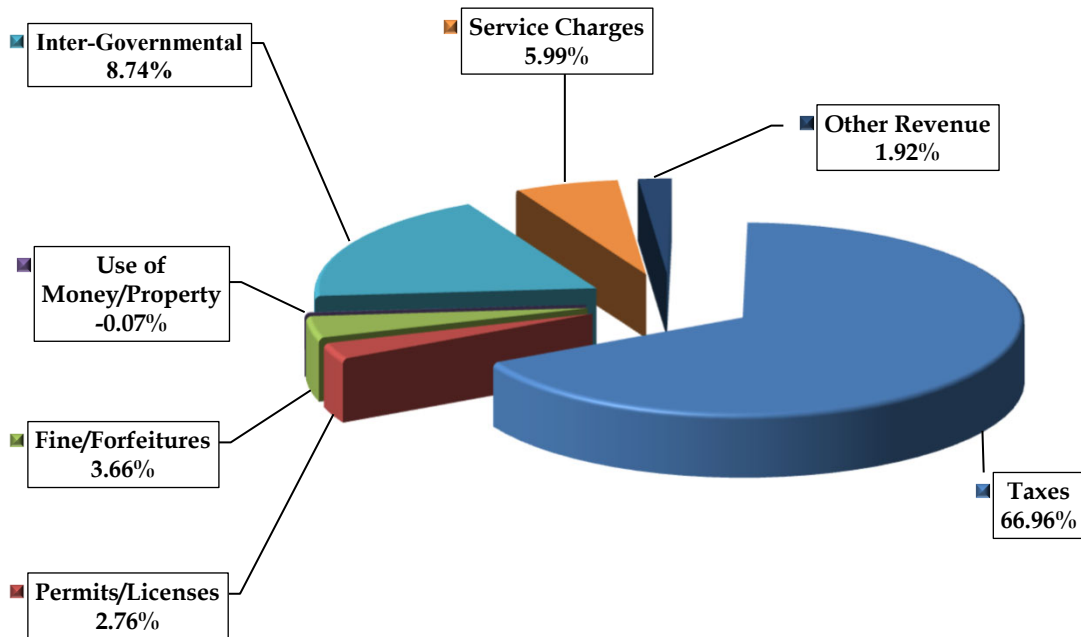
Governmental Revenues By Sources

Last Ten Fiscal Years

Fiscal Year	Taxes	Permits, Licenses and Fees	Fines and Forfeitures	Uses of Money and Property
2011-12	\$ 38,201,922	\$ 948,646	\$ 4,320,435	\$ 788,477
2012-13	40,739,594	915,614	1,629,217	163,025
2013-14	43,008,547	1,023,180	1,226,243	270,187
2014-15	44,488,617	1,109,169	1,433,758	248,773
2015-16	46,222,802	1,521,379	1,794,049	499,278
2016-17	46,847,209	1,800,752	1,102,235	129,186
2017-18	47,527,518	1,694,670	1,124,079	158,902
2018-19	50,827,680	1,735,711	2,261,549	1,061,734
2019-20	46,128,710	1,646,059	1,112,890	1,036,059
2020-21	57,968,745	2,389,538	3,168,468	(56,416)

General Revenues by Sources

Fiscal Year Ended June 30, 2021

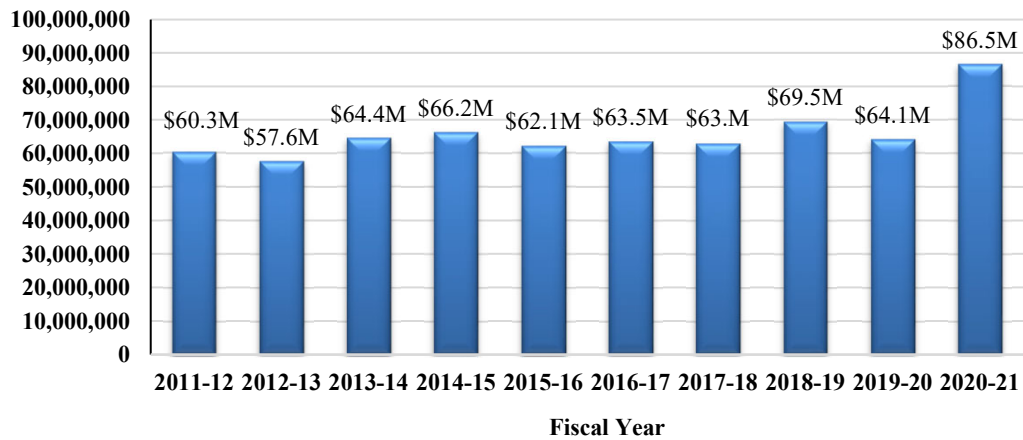


Source: City of Gardena, Administrative Services Department - Finance Division

City of Gardena
Governmental Revenues By Sources (Continued)
Last Ten Fiscal Years

Fiscal Year	Inter-Governmental	Charges for Services	Other Revenues	Total
2011-12	\$ 10,079,951	\$ 4,191,605	\$ 1,721,779	\$ 60,252,815
2012-13	7,917,316	4,087,263	2,116,705	57,568,734
2013-14	11,983,118	4,146,210	2,754,989	64,412,474
2014-15	11,575,383	4,208,616	3,141,148	66,205,464
2015-16	5,705,627	4,545,874	1,807,155	62,096,164
2016-17	5,549,872	5,155,573	2,944,050	63,528,877
2017-18	6,201,645	5,070,020	1,197,011	62,973,845
2018-19	7,409,245	5,270,787	892,283	69,458,989
2019-20	7,157,208	6,142,402	831,773	64,055,101
2020-21	16,142,006	5,188,250	1,664,391	86,464,982

General Revenues by Sources
Last Ten Fiscal Years



Source: City of Gardena, Administrative Services Department - Finance Division

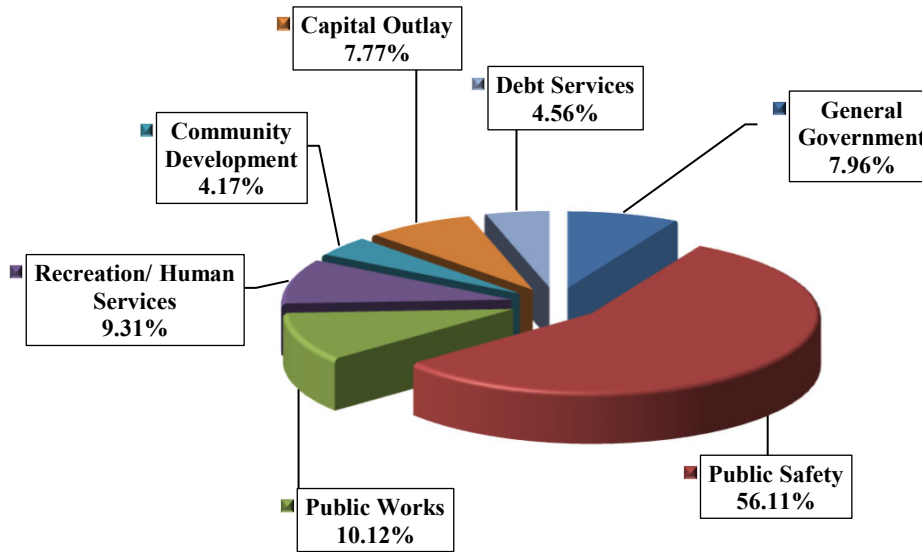
City of Gardena

General Governmental Expenditures By Function

Last Ten Fiscal Years

Fiscal Year	General Government	Public Safety	Public Works	Recreation and Human Services
2011-12	\$ 5,637,263	\$ 28,901,414	\$ 5,267,198	\$ 6,554,306
2012-13	6,256,927	30,007,184	5,145,179	6,161,518
2013-14	4,938,101	32,069,172	5,395,817	6,086,777
2014-15	5,108,064	32,542,544	5,352,388	6,135,402
2015-16	4,886,467	34,674,068	5,584,816	6,498,830
2016-17	4,914,416	36,977,198	4,064,485	8,631,034
2017-18	5,025,047	37,851,314	4,012,134	9,194,054
2018-19	6,004,196	45,783,773	8,058,427	6,138,238
2019-20	6,576,421	41,295,066	8,372,502	6,155,882
2020-21	5,325,270	37,558,085	6,776,073	6,232,436

General Governmental Expenditures by Function Fiscal Year ended June 30, 2021



Note: These figures include all governmental fund types and exclude other financing sources (uses).
(General, Special Revenue, Capital Projects and Debt Service Funds)

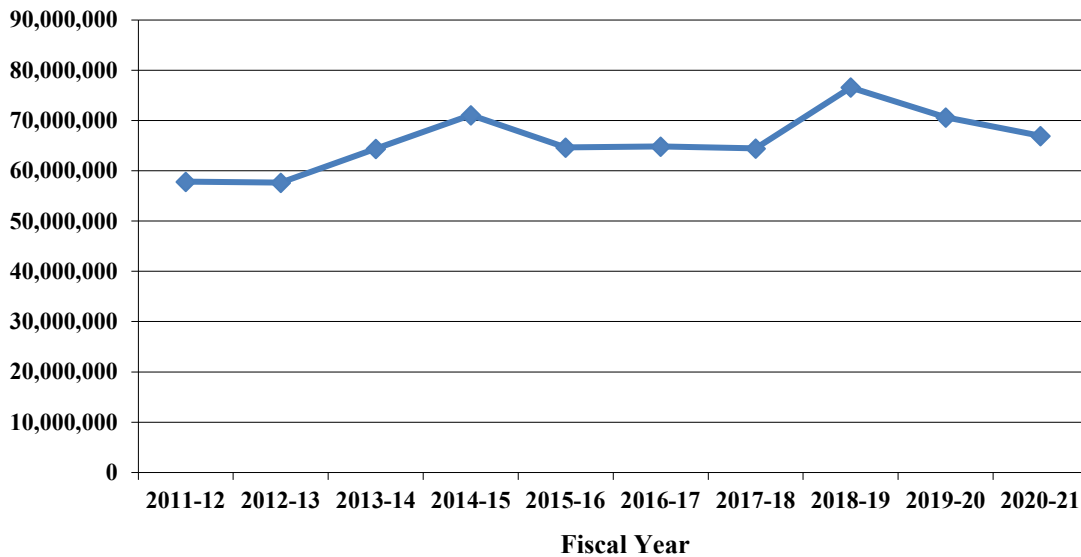
(1) These figures include Lease/Bonds, Payments for Debt Services and excluding Cost of bonds issuance and escrow payments.

Source: City of Gardena, Administrative Services Department - Finance Division

City of Gardena
General Governmental Expenditures By Function (Continued)
Last Ten Fiscal Years

Fiscal Year	Community Development	Capital Outlay	Debt Service ⁽¹⁾	Total
2011-12	\$ 2,383,002	\$ 6,368,035	\$ 2,692,518	\$ 57,803,736
2012-13	2,119,111	5,806,502	2,164,018	57,660,439
2013-14	7,499,226	6,075,302	2,326,888	64,391,283
2014-15	2,594,007	8,064,783	11,257,918	71,055,106
2015-16	2,533,734	8,332,649	2,124,094	64,634,658
2016-17	2,757,861	3,349,481	4,134,746	64,829,221
2017-18	2,734,299	3,794,206	1,855,557	64,466,611
2018-19	2,382,263	6,127,264	2,101,066	76,595,227
2019-20	2,474,928	3,636,782	2,123,510	70,635,091
2020-21	2,789,072	5,199,699	3,051,572	66,932,207

Total General Governmental Expenditures
Last Ten Fiscal Years



Note: These figures include all governmental fund types and exclude other financing sources (uses).
 (General, Special Revenue, Capital Projects and Debt Service Funds)
⁽¹⁾ These figures include Lease/Bonds, Payments for Debt Services and excluding Cost of bonds issuance and escrow payments.

Source: City of Gardena, Administrative Services Department - Finance Division

City of Gardena
Assessed Valuation ⁽¹⁾ and Actual Value of Taxable Property
Last Ten Fiscal Years

Fiscal Year	STATE ASSESSED				LOCALLY ASSESSED				
	SECURED -UTILITY				SECURED				
	Land	Improve- ments	Personal Property	Total	Land	Improve- ments	Personal Property	Other Exemptions	Total
2011-12	\$ 3,447,381	\$ 500	\$ -	\$ 3,447,881	\$ 2,495,176,359	#####	\$19,208,150	\$ (92,371,852)	#####
2012-13	3,447,381	500	0	3,447,881	2,523,336,461	2,007,313,501	19,615,465	(100,457,741)	4,449,807,686
2013-14	3,447,381	500	0	3,447,881	2,610,426,775	2,096,160,323	20,014,837	(93,299,293)	4,633,302,642
2014-15	3,447,381	500	0	3,447,881	2,733,522,040	2,198,829,256	21,125,783	(101,657,690)	4,851,819,389
2015-16	256,548	500	0	257,048	2,901,287,675	2,302,898,593	21,733,418	(100,791,312)	5,125,128,374
2016-17	256,548	500	0	257,048	3,059,313,278	2,408,565,245	21,982,639	(101,483,543)	5,388,377,619
2017-18	256,548	500	0	257,048	3,259,570,366	2,534,031,367	22,671,336	(97,785,800)	5,718,487,269
2018-19	256,548	500	0	257,048	3,514,987,541	2,674,639,058	22,263,329	(106,481,118)	6,105,408,810
2019-20	256,548	500	0	257,048	3,745,803,302	2,836,862,048	22,530,962	(99,222,153)	6,505,974,159
2020-21	379,899	4,167	0	384,066	4,005,949,237	3,004,367,152	24,551,498	(105,940,809)	6,928,927,078

Assessed Valuation by Categories
(Total Secured and Unsecured)
Fiscal Year Ended June 30, 2021



In 1978, California voters passed Proposition 13 which set the property tax at a 1.00% fixed amount. This 1.00% is shared by all the taxing agencies for which the subject property resides within. In addition to 1.00% fixed amount, property owners are charged taxes as a percentage of assessed property values for the payment of any voter approved bonds. Assessed valuation is based on 100% of full value in accordance with Section 135 of the California Revenue and Taxation Code.

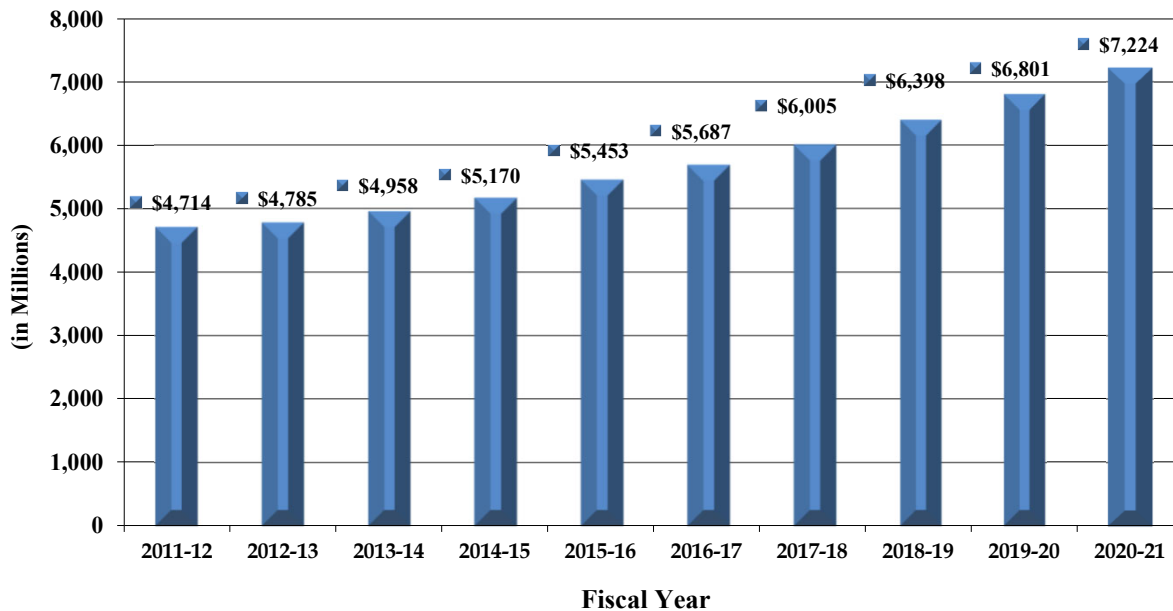
Source: ⁽¹⁾ County of Los Angeles, Auditor-Controller Office/Tax Division.

⁽²⁾ HdI Coren & Cone.

City of Gardena
Assessed Valuation ⁽¹⁾ and Actual Value of Taxable Property (Continued)
Last Ten Fiscal Years

Fiscal Year	LOCALLY ASSESSED				TOTALS				
	UNSECURED				Before Other Exemptions	Taxable Assessed Value	% INCR. (DECR.)	Total Direct Rate ⁽²⁾	Home- Owner Property Tax Relief
	Improve- ments	Personal Property	Other Exemptions	Total					
2011-12	\$ 148,213,077	\$ 170,398,528	\$ (93,000)	\$ 318,518,605	\$ 4,806,498,526	\$ 4,714,033,674	0.40%	0.11884%	\$51,729,593
2012-13	151,830,307	179,827,045	(100,604)	331,556,748	4,885,370,660	4,784,812,315	1.50%	0.11875%	50,719,063
2013-14	145,965,185	175,158,651	(108,000)	321,015,836	5,051,173,652	4,957,766,359	3.61%	0.11856%	50,015,653
2014-15	140,748,595	174,403,010	(89,000)	315,062,605	5,272,076,565	5,170,329,875	4.29%	0.11837%	49,327,059
2015-16	149,004,701	178,788,974	(82,000)	327,711,675	5,553,970,409	5,453,097,097	5.47%	0.11809%	48,873,792
2016-17	130,722,770	167,676,863	(82,000)	298,317,633	5,788,517,843	5,686,952,300	4.29%	0.11790%	48,088,576
2017-18	125,455,566	161,242,825	(47,000)	286,651,391	6,103,228,508	6,005,395,708	5.60%	0.11766%	47,602,798
2018-19	125,099,278	166,925,685	(77,300)	291,947,663	6,504,171,939	6,397,613,521	6.53%	0.11737%	46,936,370
2019-20	123,980,060	170,442,727	(73,400)	294,349,387	6,899,876,147	6,800,580,594	6.30%	0.11737%	46,368,399
2020-21	119,705,782	174,999,947	(36,400)	294,669,329	7,329,957,682	7,223,980,473	6.23%	0.11685%	45,437,387

**Total Assessed Valuation
(Taxable Values)
Last Ten Fiscal Years**



In 1978, California voters passed Proposition 13 which set the property tax at a 1.00% fixed amount. This 1.00% is shared by all the taxing agencies for which the subject property resides within. In addition to 1.00% fixed amount, property owners are charged taxes as a percentage of assessed property values for the payment of any voter approved bonds. Assessed valuation is based on 100% of full value in accordance with Section 135 of the California Revenue and Taxation Code.

Source: ⁽¹⁾ County of Los Angeles, Auditor-Controller Office/Tax Division.

⁽²⁾ Hdl Coren & Cone.

City of Gardena
Assessed Value of Property by User Code
Last Ten Fiscal Years

CATEGORY	Fiscal Year				
	2020-21	2019-20	2018-19	2017-18	2016-17
Residential	\$4,671,664,590	\$4,397,530,388	\$4,139,852,554	\$3,879,882,318	\$3,623,545,163
Commercial	1,006,453,482	936,892,089	888,959,749	831,348,140	791,527,339
Industrial	1,037,251,905	964,891,072	889,298,836	834,753,358	796,231,706
Govt. Owned	-	-	-	-	5,250,000
Recreational	40,966,262	40,263,960	39,491,086	38,342,794	38,760,141
Institutional	89,836,280	76,976,001	74,813,850	78,834,725	69,798,622
Miscellaneous	-	-	-	451,519	442,667
Vacant land	69,851,264	75,744,666	62,990,225	46,086,466	54,308,182
SBE Nonunitary	384,066	257,048	257,048	257,048	257,048
Possessory Int.	12,903,295	13,675,983	10,002,510	8,787,949	8,513,799
Unsecured	294,669,329	294,349,387	291,947,663	286,651,391	298,317,633
Unknown	-	-	-	-	-
	7,223,980,473	6,800,580,594	6,397,613,521	6,005,395,708	5,686,952,300
Homeowner Exemption ⁽¹⁾	-	-	-	-	-
TOTALS:	\$7,223,980,473	\$6,800,580,594	\$6,397,613,521	\$6,005,395,708	\$5,686,952,300

Notes: In 1978 the voters of the State of California passed Proposition 13 which limited taxes to a total maximum rate of 1% based upon the assessed value of the property being taxed. Each year, the assessed value of property may be increased by an "inflation factor" (limited to a maximum of 2%). With few exemptions, property is only reassessed as a result of new construction or at the time it is sold to a new owner. At that point, the property is reassessed based upon the added value of the construction or at the purchase price (market value) or economic value of the property sold. The assessed valuation data shown above represents the only data currently available with respect to the actual market value of taxable property and is subject to the limitation just mentioned.

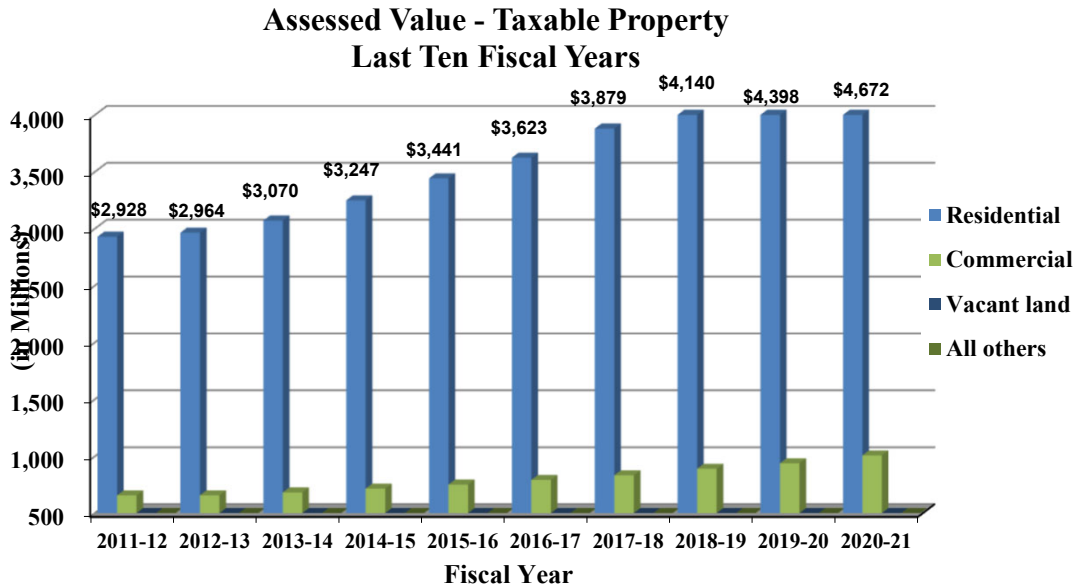
-Exempt values are not included in Total.

⁽¹⁾ In 2006-07 certain report formatting changes have been made to comply with GASB 44 standard reporting requirements; therefore, the net of Homeowner Exemption is separated from previous years.

Source: L.A. County Assessor 2011/12-2020/21 Combined Tax Rolls, HdL, Coren & Cone

City of Gardena
Assessed Value of Property by User Code (Continued)
Last Ten Fiscal Years

CATEGORY	Fiscal Year				
	2015-16	2014-15	2013-14	2012-13	2011-12
Residential	\$3,441,407,499	\$3,247,456,567	\$3,069,926,331	\$2,964,299,525	\$2,928,170,695
Commercial	750,255,119	715,396,379	680,433,002	656,284,650	654,739,043
Industrial	763,622,835	735,316,073	726,907,557	710,111,242	685,590,136
Govt. Owned	-	-	-	-	-
Recreational	39,348,412	38,689,706	38,596,521	38,681,903	39,093,769
Institutional	65,412,639	62,243,721	68,337,737	29,057,255	33,433,960
Miscellaneous	-	-	-	-	-
Vacant land	57,298,803	46,471,775	43,043,588	45,420,007	45,486,424
SBE Nonunitary	257,048	3,447,881	3,447,881	3,447,881	3,447,881
Possessory Int.	7,783,045	6,245,168	6,057,906	5,953,104	5,553,161
Unsecured	327,711,675	315,062,605	321,015,836	331,556,748	318,518,605
Unknown	22	-	-	-	-
	5,453,097,097	5,170,329,875	4,957,766,359	4,784,812,315	4,714,033,674
Homeowner Exemption ⁽¹⁾	-	-	-	-	-
TOTALS:	\$5,453,097,097	\$5,170,329,875	\$4,957,766,359	\$4,784,812,315	\$4,714,033,674



Notes: In 1978 the voters of the State of California passed Proposition 13 which limited taxes to a total maximum rate of 1% based upon the assessed value of the property being taxed. Each year, the assessed value of property may be increased by an "inflation factor" (limited to a maximum of 2%). With few exemptions, property is only reassessed as a result of new construction or at the time it is sold to a new owner. At that point, the property is reassessed based upon the added value of the construction or at the purchase price (market value) or economic value of the property sold. The assessed valuation data shown above represents the only data currently available with respect to the actual market value of taxable property and is subject to the limitation just mentioned.

-Exempt values are not included in Total.

⁽¹⁾ In 2006-07 certain report formatting changes have been made to comply with GASB 44 standard reporting requirements; therefore, the net of Homeowner Exemption is separated from previous years.

Source: L.A. County Assessor 2011/12-2020/21 Combined Tax Rolls, HdL, Coren & Cone

City of Gardena
Assessed Value and Estimated Value of Taxable Property
Last Ten Fiscal Years
(in thousands)

Fiscal										
Year	Residential	Commercial	Industrial	Agriculture	Recreational	Institutional	Govt. Owned	Vacant land		
2011-12	\$ 2,928,171	\$ 654,739	\$ 685,590	\$ -	\$ 39,094	\$ 33,434	\$ -	\$ 45,486		
2012-13	2,964,300	656,285	710,111	-	38,682	29,057	-	45,420		
2013-14	3,069,926	680,433	726,908	-	38,597	68,338	-	43,043		
2014-15	3,247,457	715,396	735,316	-	38,690	62,244	-	46,472		
2015-16	3,441,407	750,255	763,623	-	39,348	65,413	-	57,299		
2016-17	3,623,545	791,527	796,232	-	38,760	69,798	5,250	54,308		
2017-18	3,879,882	831,348	834,753	-	38,342	78,834	-	46,086		
2018-19	4,139,853	888,960	889,299	-	39,491	74,814	-	62,990		
2019-20	4,397,530	936,892	964,891	-	40,264	76,976	-	75,745		
2020-21	4,671,665	1,006,453	1,037,252	-	40,967	89,836	-	69,851		

NOTES: Report formatting changes have been made to comply with GASB 44 standard reporting requirements.
Public Utility values are not included in this report.

⁽¹⁾ Tax Rate Areas: TRA 000576

-Tax rate limit: A state constitutional amendment (Proposition 13) provided that the tax rate was limited to 1% of full cash values, levied only by the County and shared with all other jurisdictions. All other jurisdictions and the County can levy a tax rate for voter-approved debt.

⁽²⁾ Estimated Actual Value is derived from a series of calculations comparing median assessed values from 1940 to current median sales price and the Factor of Taxable Assessed Value is the result. This factor is changing from year to year; however, since the previous fiscal years calculating data is not available, the fiscal year 2007-08 factor is used.

Source: L.A. County Assessor 2011/12-2020/21 Combined Tax Rolls, HdL, Coren & Cone

City of Gardena
Assessed Value and Estimated Value of Taxable Property (Continued)
Last Ten Fiscal Years
(in thousands)

Fiscal	SBE					Total	Estimated	Factor of
Year	Nonunitary	Possessory Int.	Unsecured	Misc.	TOTAL	Direct Tax Rate ⁽¹⁾	Taxable Value ⁽²⁾	Taxable Assessed Value
2011-12	\$ 3,448	\$ 5,553	\$ 318,519	\$ -	\$ 4,714,034	0.11884	\$ 6,287,154	1.33371
2012-13	3,448	5,953	331,557	-	4,784,813	0.11875	6,381,553	1.33371
2013-14	3,448	6,058	321,015	-	4,957,766	0.11856	6,612,222	1.33371
2014-15	3,448	6,245	315,062	-	5,170,330	0.11837	6,895,721	1.33371
2015-16	257	7,783	327,712	-	5,453,097	0.11809	7,272,850	1.33371
2016-17	257	8,514	298,317	442	5,686,950	0.11790	7,584,742	1.33371
2017-18	257	8,787	286,651	-	6,004,940	0.11790	8,008,849	1.33371
2018-19	257	10,002	291,948	-	6,397,614	0.11737	8,532,562	1.33371
2019-20	257	13,676	294,349	-	6,800,580	0.11711	9,070,002	1.33371
2020-21	384	12,903	294,669	-	7,223,980	0.11685	9,634,694	1.33371

NOTES: Report formatting changes have been made to comply with GASB 44 standard reporting requirements.
Public Utility values are not included in this report.

⁽¹⁾ Tax Rate Areas: TRA 000576

-Tax rate limit: A state constitutional amendment (Proposition 13) provided that the tax rate was limited to 1% of full cash values, levied only by the County and shared with all other jurisdictions. All other jurisdictions and the County can levy a tax rate for voter-approved debt.

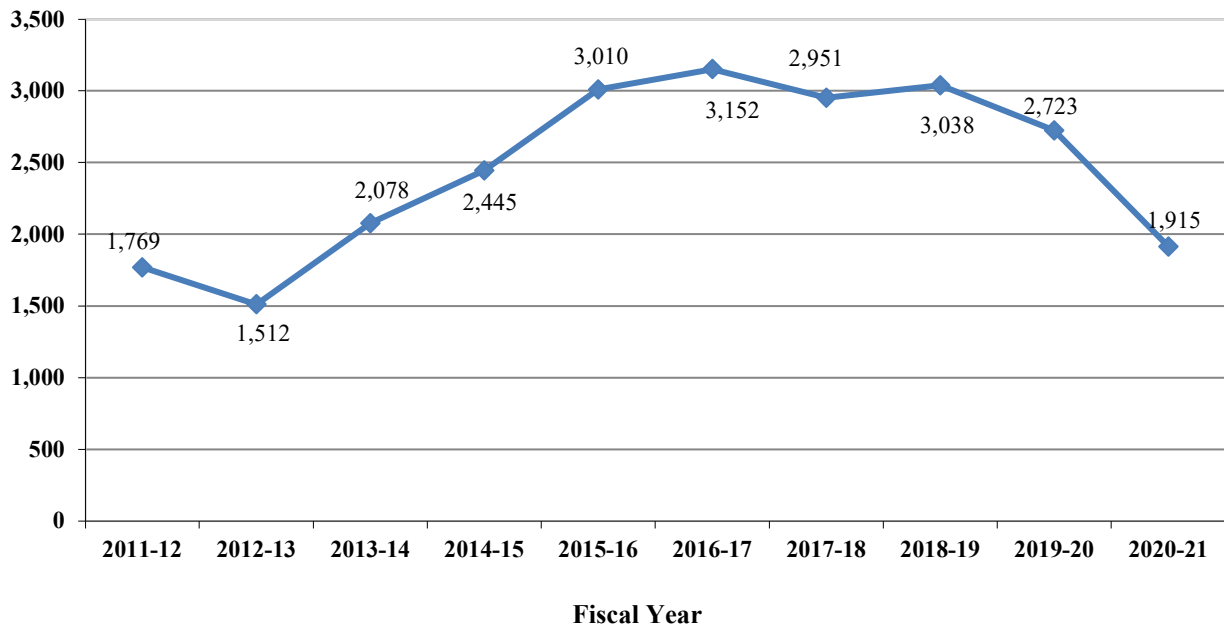
⁽²⁾ Estimated Actual Value is derived from a series of calculations comparing median assessed values from 1940 to current median sales price and the Factor of Taxable Assessed Value is the result. This factor is changing from year to year; however, since the previous fiscal years calculating data is not available, the fiscal year 2007-08 factor is used.

Source: L.A. County Assessor 2011/12-2020/21 Combined Tax Rolls, HdL, Coren & Cone

City of Gardena
Construction and Bank Deposits
(Miscellaneous Information)
Last Ten Fiscal Years

Fiscal Year	CONSTRUCTION ⁽¹⁾					
	Residential		Commercial		Industrial	
	No. of Permits	Valuation	No. of Permits	Valuation	No. of Permits	Valuation
2011-12	497	\$ 19,524,232	250	\$ 20,810,123	7	\$ 351,358
2012-13	430	10,378,040	239	12,953,704	4	116,531
2013-14	650	11,943,363	232	10,733,859	2	225,600
2014-15	785	11,173,245	295	10,524,008	2	63,500
2015-16	1,126	18,042,192	253	12,303,725	2	26,500
2016-17	1,161	10,988,165	269	16,919,670	9	7,091,565
2017-18	964	18,379,450	264	25,034,187	15	1,069,280
2018-19	1,107	23,699,914	220	10,676,880	11	437,850
2019-20	927	33,001,214	164	11,378,321	10	88,468
2020-21	737	82,991,894	105	10,605,434	5	1,712,440

Number of Permits
Last Ten Fiscal Years



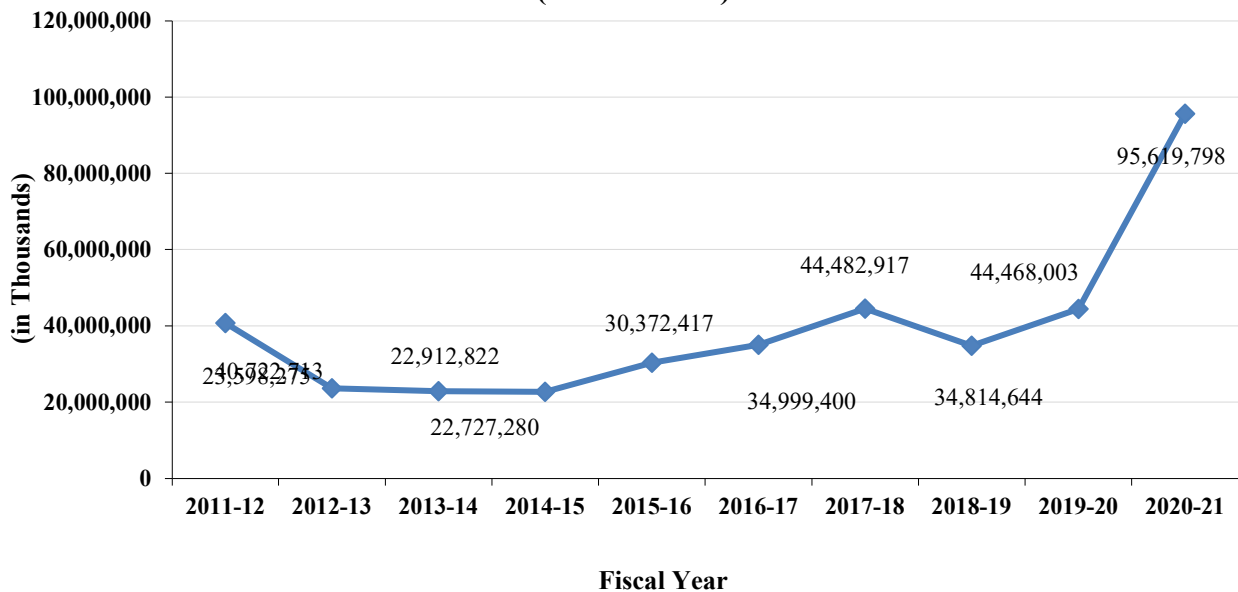
Sources: ⁽¹⁾ City of Gardena, Community Development Department.

⁽²⁾ City of Gardena-FDIC-Insured Institutions as of 06/30/2021

City of Gardena
Construction and Bank Deposits (Continued)
(Miscellaneous Information)
Last Ten Fiscal Years

CONSTRUCTION ⁽¹⁾					
Fiscal Year	All others		Total		Bank
	No. of Permits	Valuation	No. of Permits	Valuation	Deposits ⁽²⁾
					(in Thousands)
2011-12	1,015	\$ 37,000	1,769	\$ 40,722,713	\$ 1,514,391
2012-13	839	150,000	1,512	23,598,275	1,609,537
2013-14	1,194	10,000	2,078	22,912,822	1,694,573
2014-15	1,363	966,527	2,445	22,727,280	1,656,979
2015-16	1,629	-	3,010	30,372,417	2,311,146
2016-17	1,713	-	3,152	34,999,400	1,913,039
2017-18	1,708	-	2,951	44,482,917	1,913,039
2018-19	1,700	-	3,038	34,814,644	1,980,803
2019-20	1,622	-	2,723	44,468,003	2,285,338
2020-21	1,068	310,030	1,915	95,619,798	2,483,396

Permit Valuation
Last Ten Fiscal Years
(in thousands)



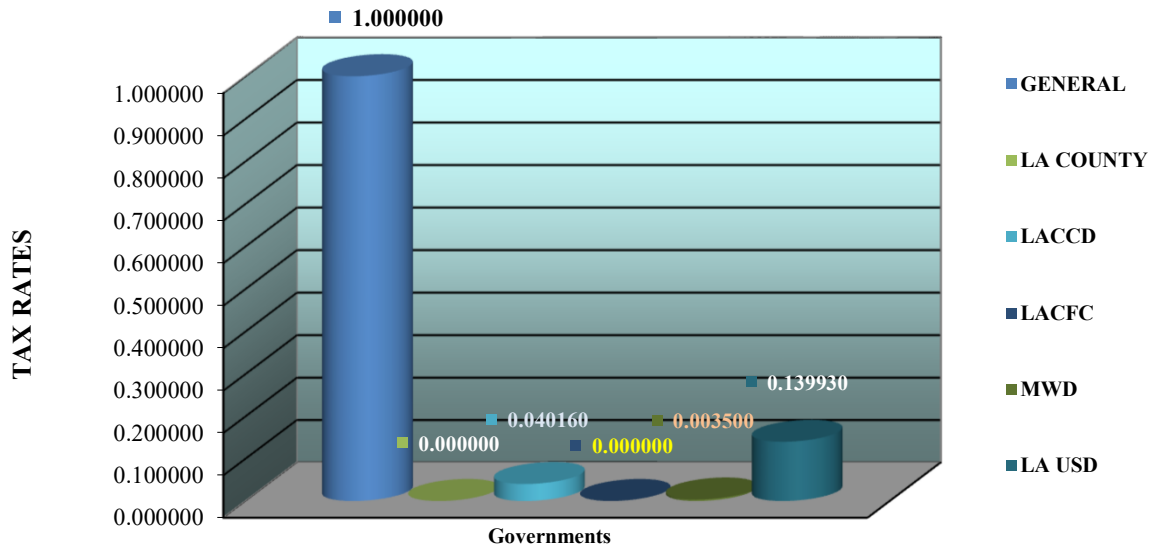
Sources: ⁽¹⁾ City of Gardena, Community Development Department.

⁽²⁾ City of Gardena-FDIC-Insured Institutions as of 06/30/2021

City of Gardena
Property Tax Rates ⁽¹⁾ - All Overlapping Governments
Last Ten Fiscal Years
(Rate per \$100 of Taxable Value)

<u>Fiscal Year</u>	<u>General</u>	<u>Los Angeles County</u>	<u>Los Angeles Unified School District</u>
2011-12	1.000000	0.000000	0.168190
2012-13	1.000000	0.000000	0.175610
2013-14	1.000000	0.000000	0.146440
2014-15	1.000000	0.000000	0.146880
2015-16	1.000000	0.000000	0.129710
2016-17	1.000000	0.000000	0.131100
2017-18	1.000000	0.000000	0.122190
2018-19	1.000000	0.000000	0.123230
2019-20	1.000000	0.000000	0.125520
2020-21	1.000000	0.000000	0.139930

Property Tax Rates -All Overlapping Governments
Fiscal Year ended June 30, 2021



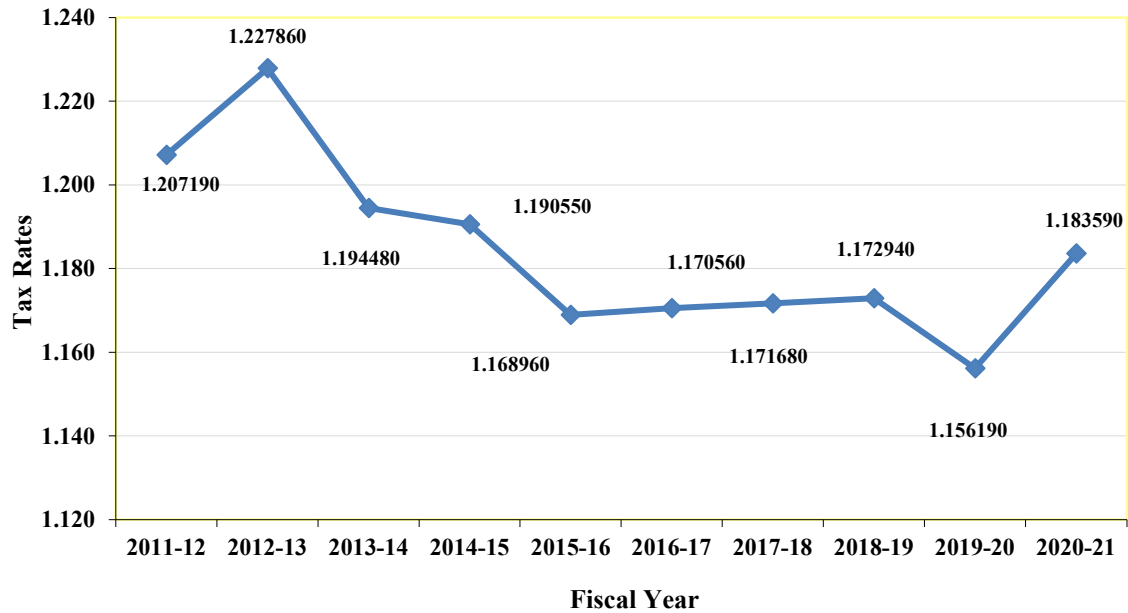
⁽¹⁾ Tax Rate Areas: TRA 000576

-Tax rate limit: A state constitutional amendment (Proposition 13) provided that the tax rate was limited to 1% of full cash values, levied only by the County and shared with all other jurisdictions. All other jurisdictions and the County can levy a tax rate for voter-approved debt.

City of Gardena
Property Tax Rates ⁽¹⁾ - All Overlapping Governments (Continued)
Last Ten Fiscal Years
(Rate per \$100 of Taxable Value)

Fiscal Year	Los Angeles Community College District	Los Angeles County Flood Control	Metropolitan Water District	Total
2011-12	0.035300	0.000000	0.003700	1.207190
2012-13	0.048750	0.000000	0.003500	1.227860
2013-14	0.044540	0.000000	0.003500	1.194480
2014-15	0.040170	0.000000	0.003500	1.190550
2015-16	0.035750	0.000000	0.003500	1.168960
2016-17	0.035960	0.000000	0.003500	1.170560
2017-18	0.045990	0.000000	0.003500	1.171680
2018-19	0.046210	0.000000	0.003500	1.172940
2019-20	0.027170	0.000000	0.003500	1.156190
2020-21	0.040160	0.000000	0.003500	1.183590

**Total Overlapping Governments
Last Ten Fiscal Years**



⁽¹⁾ Tax Rate Areas: TRA 000576

-Tax rate limit: A state constitutional amendment (Proposition 13) provided that the tax rate was limited to 1% of full cash values, levied only by the County and shared with all other jurisdictions. All other jurisdictions and the County can levy a tax rate for voter-approved debt.

City of Gardena
Direct and Overlapping Property Tax Rates
(rate per \$100 of assessed value)
Ten Fiscal Year Detail of Rates for Largest General Fund Tax Rates Area 00576
(Proposition 13 Rate)

Agency	FISCAL YEAR				
	20-21	19-20	18-19	17-18	16-17
City of Gardena Tax District I	0.11160 %	0.11160 %	0.11160 %	0.11160 %	0.11160 %
Children's Institutional Tuition Fund	0.00285 %	0.00285 %	0.00285 %	0.00285 %	0.00285 %
County Sanitation District No. 5 Operations	0.01256 %	0.01256 %	0.01256 %	0.01256 %	0.01256 %
County School Services	0.00144 %	0.00144 %	0.00144 %	0.00144 %	0.00144 %
County School Service Fund Los Angeles	0.00001 %	0.00001 %	0.00001 %	0.00001 %	0.00001 %
Development Center for Handicapped Minors -LA Unified School District	0.00127 %	0.00127 %	0.00127 %	0.00127 %	0.00127 %
Educational Augmentation Fund Impound	0.16240 %	0.16240 %	0.16240 %	0.16240 %	0.16240 %
Educational Augmentation Fund (ERAF) Impound	0.07820 %	0.07820 %	0.07820 %	0.07820 %	0.07820 %
LA County Community College District	0.03070 %	0.03070 %	0.03070 %	0.03070 %	0.03070 %
LA County Community College Children's Center Fund	0.00032 %	0.00032 %	0.00032 %	0.00032 %	0.00032 %
LA County Accumulative Capital Outlays	0.00012 %	0.00012 %	0.00012 %	0.00012 %	0.00012 %
LA County Fire - Ffw	0.00747 %	0.00747 %	0.00747 %	0.00747 %	0.00747 %
LA County Flood Control Dr. Improvement District	0.00178 %	0.00178 %	0.00178 %	0.00178 %	0.00178 %
LA County Library	0.02380 %	0.02380 %	0.02380 %	0.02380 %	0.02380 %
LA County Flood Control Maintenance	0.01007 %	0.01007 %	0.01007 %	0.01007 %	0.01007 %
Los Angeles Children's Center Fund	0.00371 %	0.00371 %	0.00371 %	0.00371 %	0.00371 %
LA County General	0.32520 %	0.32520 %	0.32520 %	0.32520 %	0.32520 %
Los Angeles Unified School District	0.22590 %	0.22590 %	0.22590 %	0.22590 %	0.22590 %
Greater L A Co Vector Control	0.00038 %	0.00038 %	0.00038 %	0.00038 %	0.00038 %
Water Replacement District of Southern California	0.00018 %	0.00018 %	0.00018 %	0.00018 %	0.00018 %
Total Prop. 13 Rate:	1.00000 %	1.00000 %	1.00000 %	1.00000 %	1.00000 %
TOTAL DIRECT RATE (Producing Revenue for The City) ⁽¹⁾:	0.11685 %	0.11711 %	0.11737 %	0.11766 %	0.11790 %
County of Los Angeles ⁽¹⁾	0.00000 %	0.00000 %	0.00000 %	0.00000 %	0.00000 %

Notes: General fund tax rates are representative and based upon the direct and overlapping rates for the largest General

Fund tax rates area (TRA) by net taxable value.

Total Direct Rate ⁽¹⁾ is weighted average of all individual direct rates applied by the government preparing

the statistical section information. The percentages presented in the columns above do not sum across rows.

RDA rate is based on the largest RDA tax rate area (TRA) and includes only rate(s) from indebtedness adopted prior to 1989 per California State statute. RDA direct and overlapping rates are applied only to the incremental property values.

In 1978, California voters passed Proposition 13 which set the property tax at a 1.00% fixed amount. This 1.00% is shared by all the taxing agencies for which the subject property resides within. In addition to 1.00% fixed amount, property owners are charged taxes as a percentage of assessed property values for the payment of any voter approved bonds.

Source: ⁽¹⁾ L.A. County Assessor 2011/12-2020/21 Combined Tax Rolls, HdL, Coren & Cone

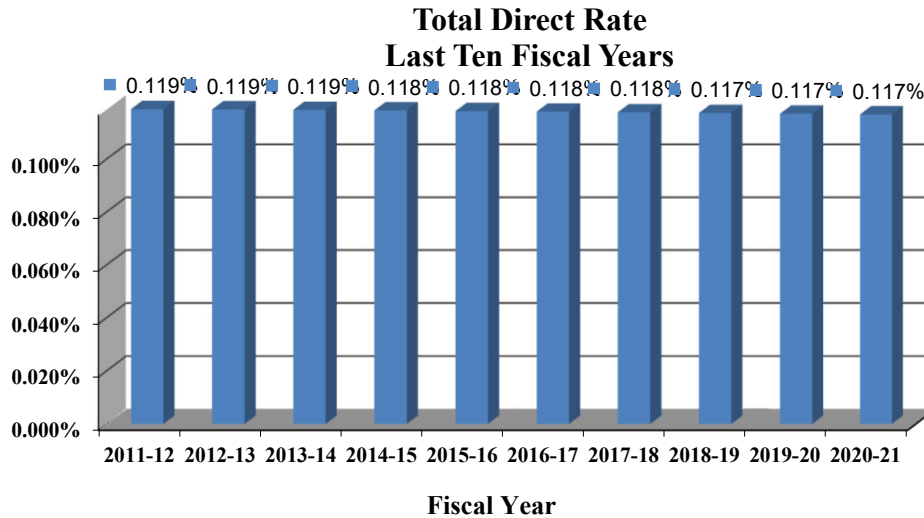
City of Gardena
Direct and Overlapping Property Tax Rates (Continued)
(rate per \$100 of assessed value)
Ten Fiscal Year Detail of Rates for Largest General Fund Tax Rates Area 00576
(Proposition 13 Rate)

Agency	FISCAL YEAR				
	15-16	14-15	13-14	12-13	11-12
City of Gardena Tax District 1	0.11160 %	0.11157 %	0.11157 %	0.11157 %	0.11157 %
Children's Institutional Tuition Fund	0.00285 %	0.00285 %	0.00285 %	0.00285 %	0.00285 %
County Sanitation District No. 5 Operations	0.01256 %	0.01256 %	0.01256 %	0.01256 %	0.01256 %
County School Services	0.00144 %	0.00144 %	0.00144 %	0.00144 %	0.00144 %
County School Service Fund of Angeles -LAUSD	0.00001 %	0.00001 %	0.00001 %	0.00001 %	0.00001 %
Development Center for Handicapped Minors -LA Unified School District	0.00127 %	0.00127 %	0.00127 %	0.00127 %	0.00127 %
Educational Augmentation Fund Impound	0.16240 %	0.16240 %	0.16240 %	0.16240 %	0.16240 %
Educational Augmentation Fund (ERAF) Impound	0.07820 %	0.07820 %	0.07820 %	0.07820 %	0.07827 %
LA County Community College District	0.03070 %	0.03070 %	0.03070 %	0.03070 %	0.03070 %
LA County Community College Children's Center Fund	0.00032 %	0.00032 %	0.00032 %	0.00032 %	0.00032 %
LA County Accumulative Capital Outlays	0.00012 %	0.00012 %	0.00012 %	0.00012 %	0.00012 %
LA County Fire - Ffw	0.00747 %	0.00747 %	0.00747 %	0.00747 %	0.00747 %
LA County Flood Control Improvement District	0.00178 %	0.00178 %	0.00178 %	0.00178 %	0.00178 %
LA County Library	0.02380 %	0.02380 %	0.02380 %	0.02380 %	0.02380 %
LA County Flood Control Maintenance	0.01007 %	0.01007 %	0.01007 %	0.01007 %	0.01007 %
Los Angeles Children's Center Fund	0.00371 %	0.00371 %	0.00371 %	0.00371 %	0.00371 %
LA County General	0.32520 %	0.32520 %	0.32520 %	0.32520 %	0.32520 %
Los Angeles Unified School District	0.22590 %	0.22590 %	0.22590 %	0.22590 %	0.22590 %
Greater L A Co Vector Control	0.00038 %	0.00038 %	0.00038 %	0.00038 %	0.00038 %
Water Replacement District of Southern California	0.00018 %	0.00018 %	0.00018 %	0.00018 %	0.00018 %
Total Prop. 13 Rate:	1.00000 %	1.00000 %	1.00000 %	1.00000 %	1.00000 %

TOTAL DIRECT RATE (Producing Revenue for The City) ⁽¹⁾:

County of Los Angeles ⁽¹⁾

0.11809 %	0.11837 %	0.11856 %	0.11875 %	0.11884 %
0.00000 %	0.00000 %	0.00000 %	0.00000 %	0.00000 %



City of Gardena
Ten Largest Property Taxpayers
Current Year and Nine Years Ago

Owner/Taxpayer	Business Type	Fiscal Year 2020-21		Fiscal Year 2011-12	
		Total Assessed Value	Percent of Total City Assessed Value	Total Assessed Value	Percent of Total City Assessed Value
Nissin Foods USA Company Inc	Manufacturing	\$ 55,686,039	0.77 %		
Gardena Hospital Property Holdings LLC	Hospital services	54,000,000	0.75		
Terreno 139th LLC	Non-residential property owners	39,067,020	0.54		
Avcorp Composite Fabrication	Manufacturing	36,159,811	0.50		
JSL Gardena I LLC	Non-residential property owners	31,851,795	0.44		
14215 Normandie LLC	Property management	31,212,000	0.43		
Ray Pellegrino Trust	Property management	27,723,727	0.38		
Majestic Properties Inc	Property management	25,044,737	0.35		
Target Corporation	Retail sales	23,224,841	0.32		
PK I Gardena Gateway Center LP	Retail sales	22,663,767	0.31		
Hitco Carbon Composites Inc	Manufacturing			\$ 72,784,526	1.54 %
Gardena Rose No 2 LLC	Manufacturing			44,993,472	0.95
JSL Gardena I LLC	Non-residential property owners			27,189,496	0.58
Majestic Properties Inc	Property management			26,225,284	0.56
Southwest Offset Printing Company Inc	Manufacturing			25,392,848	0.54
Brek Manufacturing Company	Manufacturing			22,082,529	0.47
Dayton Hudson Corporation - Target	Retail sales			19,964,168	0.42
Gramercy Properties LLC	Non-residential property owners			19,279,223	0.41
Time Warner Cable LLC	Retail sales			17,501,284	0.37
Russmar Investment Corporation	Property management			17,346,323	0.37
Top Ten Totals (secured and unsecured):		-	4.80 %	292,759,153	6.21 %
All Others (secured)		\$ 7,223,980,473	100.00	\$ 4,421,274,521	93.79
Total All Assessed Valuation (secured):		<u>\$7,223,980,473</u>	<u>104.80 %</u>	<u>\$4,714,033,674</u>	<u>100.00 %</u>

Source: L.A. County Assessor 2011/12-2020/21 Combined Tax Rolls and the SBE Non Unitary Tax Roll, HdL Coren & Cone

City of Gardena

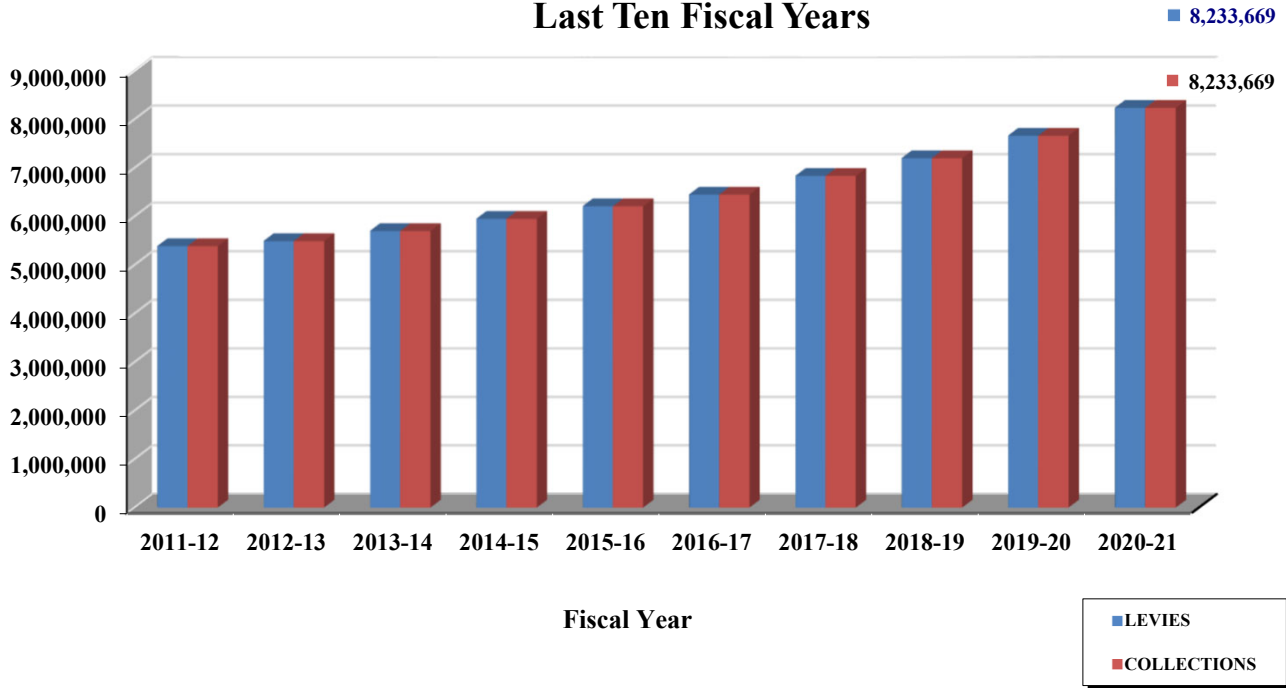
Property Tax Levies, Tax Collections, and Delinquency

Last Ten Fiscal Years

Fiscal Year	Taxes Levied for the Fiscal Year	COLLECTED WITHIN THE FISCAL YEAR OF LEVY		Collections in Subsequent Years	TOTAL COLLECTIONS TO DATE	
		Amount	Percent of Levy		Amount	Percent of Levy
2011-12	\$ 5,386,423	\$ 5,386,423	100.00%	0	\$ 5,386,423	100.00%
2012-13	5,491,677	5,491,096	99.99%	581	5,491,677	100.00%
2013-14	5,698,386	5,695,450	99.95%	2,936	5,698,386	100.00%
2014-15	5,948,939	5,946,829	99.96%	2,109	5,948,939	100.00%
2015-16	6,208,056	6,192,921	99.76%	15,134	6,208,056	100.00%
2016-17	6,447,952	6,433,016	99.77%	14,936	6,447,952	100.00%
2017-18	6,832,148	6,816,038	99.76%	16,110	6,832,148	100.00%
2018-19	7,198,451	7,164,319	99.53%	34,132	7,198,451	100.00%
2019-20	7,660,514	7,640,236	99.74%	20,278	7,660,514	100.00%
2020-21	8,233,669	8,207,649	99.68%	26,020	8,233,669	100.00%

Tax Collections and Delinquency

Last Ten Fiscal Years



NOTE: Article XIII-A of the Constitution of the State of California adopted by the electorate in June 1978, precludes the City from a local property tax levy. All general-purpose property taxes are levied by the County and allocated to other governmental entities on a predetermined formula.

Sources: City of Gardena, Administrative Services Department - Finance Division

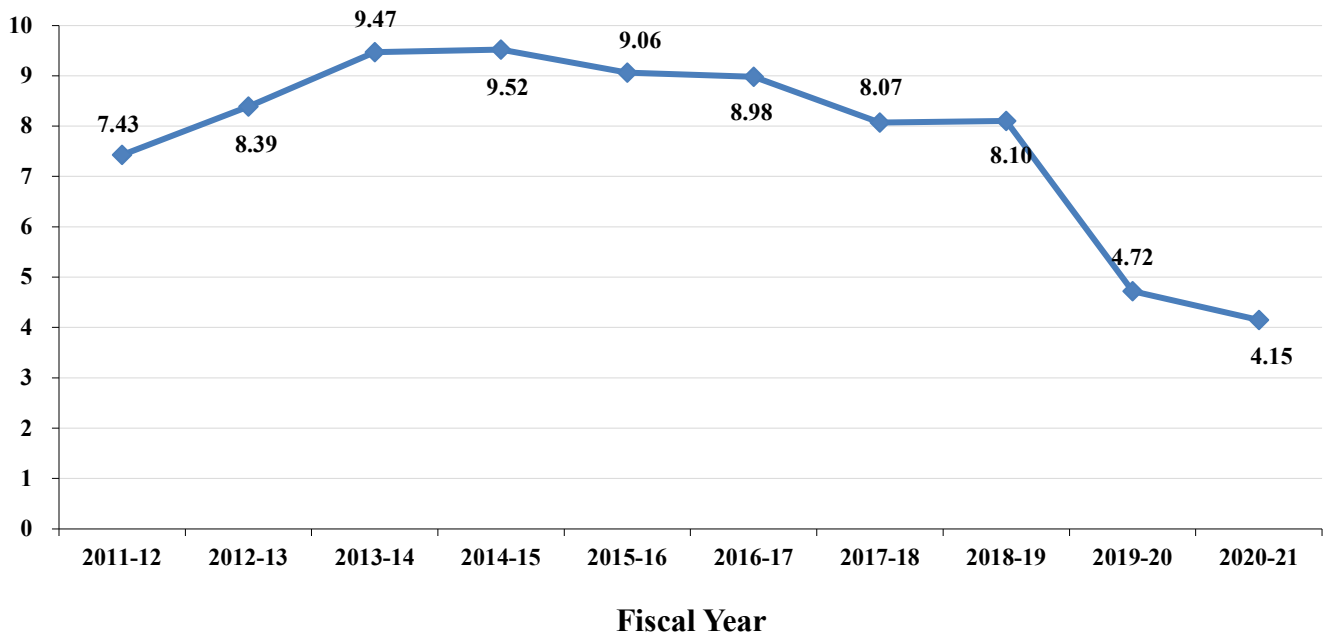
City of Gardena

Card Club Gross Revenue Fee

Last Ten Fiscal Years

Fiscal Year	Card Club Revenue	(1)	General Fund Gross Revenue	Percent of General Fund Revenue
2011-12	\$ 7,434,236		\$ 45,813,600	16.23%
2012-13	8,394,406		47,637,218	17.62%
2013-14	9,467,078		51,004,568	18.56%
2014-15	9,517,550		54,413,202	17.49%
2015-16	9,057,202		54,092,710	16.74%
2016-17	8,975,991		56,237,621	15.96%
2017-18	8,071,001		55,972,281	14.42%
2018-19	8,101,583		60,267,575	13.44%
2019-20	4,718,691		55,906,560	8.44%
2020-21	4,154,913		79,772,701	5.21%

Card Club Gross Revenue Last Ten Fiscal Years



(1) Two card clubs: Lucky Lady Casino & Hustler Casino
City receives 12% of the total monthly gross revenue of the card game business.

City of Gardena
Utility Users Tax Received
Last Five Fiscal Years

Fiscal Year Ended June 30

	2021	2020	2019	2018	2017
Utility Users Tax Electric	\$ 2,331,492	\$ 2,110,227	\$ 2,215,028	\$ 2,202,782	\$ 2,118,336
Utility Users Tax Gas	648,472	616,341	585,308	534,547	589,630
Utility Users Tax Electric Service Provider	199,496	217,700	171,490	179,887	209,749
Utility Users Tax Gas-Non Core	88,421	91,533	90,338	73,074	51,417
UUT-Mobile/Cellular Telephones	181,548	313,603	425,866	571,794	661,953
UUT-Long Distance Telephone/Non Cellular	458,602	490,588	535,347	515,858	554,410
Utility Users Tax Water	947,276	902,866	859,531	888,203	843,499
UUT-Prepaid Mobile Telephone	115,493	58,372	72,738	122,306	118,743
TOTAL	\$ 4,970,799	\$ 4,801,230	\$ 4,955,645	\$ 5,088,450	\$ 5,147,736

Sources: City of Gardena, Administrative Services Department - Finance Division

City of Gardena
Taxable Transactions by the Type of Business
Fiscal Years 2015 through 2019*

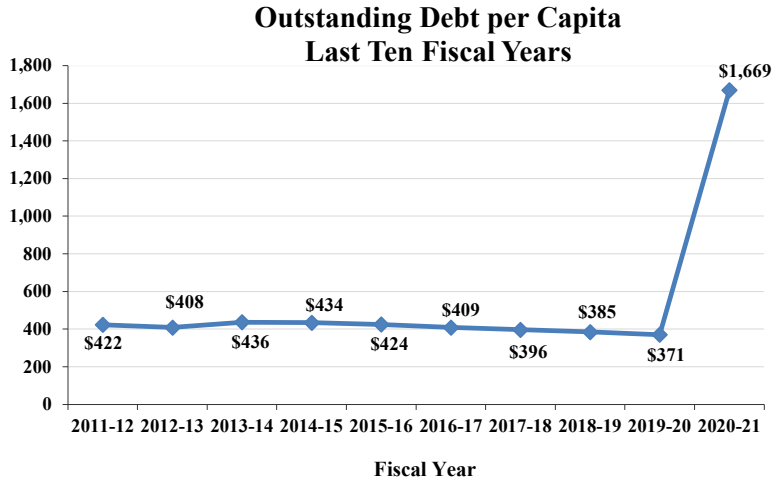
	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>
Apparel Stores	\$ 10,340,900	\$ 11,104,300	\$ 9,973,300	\$ 9,011,800	\$ 8,587,400
Auto Dealers and Supplies	147,027,500	152,885,700	152,224,500	146,046,700	126,317,300
Building Materials	139,761,600	178,756,100	145,898,300	129,641,800	111,863,600
Drug Stores	13,608,100	13,412,700	13,343,600	13,048,500	12,791,600
Eating and Drinking Places	173,868,300	170,526,400	157,355,800	148,294,400	137,180,400
Food Stores	46,056,000	43,157,800	42,446,300	43,271,800	41,260,100
Furniture and Appplicances	30,188,300	33,066,900	39,015,800	33,665,500	30,739,800
General Merchandise	123,554,900	91,091,200	88,139,300	84,212,400	81,069,900
Other Retail Stores	21,873,700	23,190,500	24,512,700	23,534,700	23,025,400
Packaged Liquor	11,874,600	9,873,400	9,891,900	9,446,400	8,818,400
Service Stations	79,875,200	84,824,100	77,079,200	78,185,500	86,179,800
Retail Stores Total	798,029,100	811,889,100	759,880,700	718,359,500	667,835,715
All Other Outlets	170,715,200	248,722,900	225,882,000	247,403,200	233,623,700
	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
TOTAL	<u>\$ 968,744,300</u>	<u>\$ 1,060,612,000</u>	<u>\$ 985,762,700</u>	<u>\$ 965,762,700</u>	<u>\$ 901,459,415</u>

Source: HDL

*Used 2019 Taxable Transactions by the Type of Business as 2020 was unavailable

City of Gardena
Ratio of Outstanding Debt by Type
Last Ten Fiscal Years

GOVERNMENTAL ACTIVITIES										Taxable Assessed	Percent of Taxable Assessed	Debt per	Average per Capita Personal	Percent of Debt by Personal
Fiscal Year	Population ⁽¹⁾	Certificates of Participation ⁽²⁾	Revenue Bonds	Pension Obligation Bonds	Capital Leases	Loan Payable	Direct Purchase Lease	Other	Total		Value ⁽³⁾	Capita	Income ⁽⁴⁾	Income
2011-12	59,124	\$ 22,515,000	\$ 2,250,000	\$ -	\$ 203,069	\$ -	\$ -	\$ -	\$ 24,968,069	\$ 4,714,033,674	0.53%	\$ 422	\$ 21,468	1.97%
2012-13	59,566	21,995,000	2,175,000	-	153,004	-	-	-	24,323,004	4,784,812,315	0.51%	408	22,651	1.80%
2013-14	60,082	21,455,000	2,095,000	-	130,661	2,521,577	-	-	26,202,238	4,957,766,359	0.53%	436	23,037	1.89%
2014-15	60,414	12,370,000	10,835,639	-	67,125	2,930,317	-	-	26,203,081	5,170,329,875	0.51%	434	23,032	1.88%
2015-16	60,785	11,770,000	10,764,523	-	-	3,114,763	-	124,548	25,773,834	5,453,097,097	0.47%	424	22,808	1.86%
2016-17	60,721	9,170,000	10,688,407	-	-	3,200,986	1,635,000	111,443	24,805,836	5,686,952,300	0.44%	409	23,246	1.76%
2017-18	61,246	8,710,000	10,552,291	-	-	3,287,209	1,635,000	93,545	24,278,045	6,005,395,708	0.40%	396	23,584	1.68%
2018-19	61,042	8,220,000	10,411,175	-	-	3,373,432	1,390,000	80,741	23,475,348	6,397,613,521	0.37%	385	24,282	1.58%
2019-20	60,937	7,700,000	10,260,059	-	-	3,459,655	1,120,000	68,045	22,607,759	6,800,580,594	0.33%	371	25,991	1.43%
2020-21	60,344	7,150,000	10,103,943	79,029,723	-	3,545,880	845,000	53,749	100,728,295	7,223,980,473	1.39%	1,669	27,372	6.10%



NOTES:

⁽¹⁾ State of California, Finance Department

⁽²⁾ The City of Gardena had 6 Certificates of Participations at the end of fiscal year 1996-97. At the end of fiscal year 2005-06, there were only two Certificates of Participation Series 2001A and 2006AB&C. During the fiscal year 2005-06, the City refunded the Certificates of Participation Series 1994 and 1999 A & B by Series 2006 A B & C. In fiscal year 2006-07, the City refunded Certificates of Participation Series 2001A by the Refunding Revenue COPs series 2007A. In fiscal year 2014-15, the City refunded Certificates of Participation Series 2006 B by the Taxable Lease Revenue Refunding Bonds 2014. In fiscal year 2016-17, the City refunded Certificates of Participation Series 2006 C by the 2017 Direct Purchase Lease.

-Refer to Notes in the Financial Statement for details of the City's outstanding debt

⁽³⁾ Assessed value has been used because the actual value of taxable property is not readily available in the State of California

⁽⁴⁾ Income data was provided by HDL Coren & Cone using City of Gardena Average per Capita Personal Income.

Sources: City of Gardena, Administrative Services Department - Finance Division
County of Los Angeles, Auditor-Controller Office/Tax Division
HdL Coren & Cone

City of Gardena
Pledged-Revenue Coverage
Last Five Fiscal Years

Fiscal Year	Revenue	Operating Expenses	Net Available Revenue	Refunding Certificates of Participation ⁽¹⁾		
				Debt Service		Percent Coverage
				Principal	Interest	
2016-17	\$ 58,337,629	\$ 55,320,472	\$ 3,017,157	\$ 95,000	\$ 97,325	15.69
2017-18	55,972,281	56,342,986	(370,705)	95,000	92,825	(1.97)
2018-19	60,267,575	67,269,131	(7,001,556)	100,000	88,075	(37.23)
2019-20	55,906,560	61,786,869	(5,880,309)	105,000	83,075	(31.27)
2020-21	79,772,701	61,625,048	18,147,653	110,000	77,825	96.62

NOTES:

- ⁽¹⁾ On January 24, 2007, the City issued the Refunding Revenue Bonds, Series 2007A to refund the Certificates of Participation Series 2001A. No principal and interest were paid during the fiscal year 2006-07.
- Details regarding the City's outstanding debt can be found in the notes to the financial statements.
 - Shortfall in net available revenue was covered by the general fund balance

Sources: City of Gardena, Administrative Services Department - Finance Division

City of Gardena

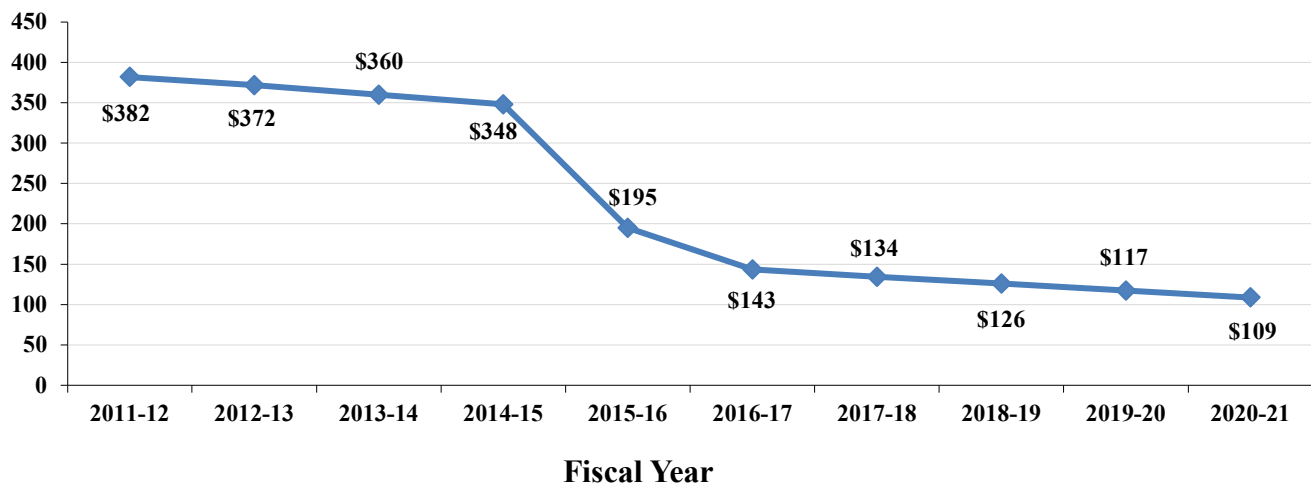
Ratio of General Bonded Debt Outstanding

Last Ten Fiscal Years

OUTSTANDING GENERAL BONDED DEBT						Percent	
Fiscal Year	Population ⁽¹⁾	Certificates of Participation	Less: Amounts Available in Debt Service Fund ⁽²⁾	Total	Taxable Assessed Value	of Taxable Assessed Value	Debt per Capita
2011-12	59,124	\$ 22,515,000	\$ 520,000	\$ 21,995,000	\$ 4,714,033,674	0.47%	\$ 372
2012-13	59,566	21,995,000	540,000	21,455,000	4,784,812,315	0.45%	360
2013-14	60,082	21,455,000	570,000	20,885,000	4,957,766,359	0.42%	348
2014-15	60,414	12,370,000	600,000	11,770,000	5,170,329,875	0.23%	195
2015-16	60,785	11,770,000	640,000	11,130,000	5,453,097,097	0.20%	183
2016-17	60,721	9,170,000	460,000	8,710,000	5,686,952,300	0.15%	143
2017-18	61,246	8,710,000	490,000	8,220,000	6,005,395,708	0.14%	134
2018-19	61,042	8,220,000	520,000	7,700,000	6,397,613,521	0.12%	126
2019-20	60,937	7,700,000	550,000	7,150,000	6,800,580,594	0.11%	117
2020-21	60,344	7,150,000	585,000	6,565,000	7,223,980,473	0.09%	109

General Bonded Debt Outstanding per Capita

Last Ten Fiscal Years



Source: ⁽¹⁾ State of California, Finance Department.

⁽²⁾ This is the amount restricted for the COP debt service principal payments.

STATISTICAL SECTION

Fiscal Year 2020-21



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City of Gardena

Direct and Overlapping Bonded Debt

June 30, 2021

	2020-21 Assessed Valuation: \$	7,223,980,473		
	2020-21 Population:	60,937		
	Total Debt 06/30/2021	Percent Applicable To City	City's Share of Debt 06/30/2021	
Direct Debt				
GARDENA GENERAL FUND OBLIGATIONS	\$ 19,300,000	100.000 %	\$ 19,300,000	
Total Direct Debt	\$ 19,300,000		\$ 19,300,000	
OVERLAPPING DEBT				
METROPOLITAN WATER DISTRICT	\$ 13,101,783	0.454 %	\$ 59,426	
LA CCD DS 2003 TAXABLE SERIES 2004B	2,115,000	0.750 %	15,856	
LA CCD DS 2001 TAXABLE SERIES 2004A	31,555,000	0.750 %	236,565	
LA CCD DS 2008, 2009 TAXABLE SER B	75,000,000	0.750 %	562,268	
LA CCD DS 2008, 2010 TAX SERIES D	125,000,000	0.750 %	937,113	
LA CCD DS 2008, 2010 TAX SER E (BABS)	900,000,000	0.750 %	6,747,215	
LA CCD DS 2008 2012 SERIES F	19,000,000	0.750 %	142,441	
LA CCD DS 2013 REF BONDS	12,270,000	0.750 %	91,987	
LA CCD DS 2008 SERIES G	33,670,000	0.750 %	252,421	
LA CCD DS 2015 REF SERIES A	203,235,000	0.750 %	1,523,633	
LA CCD DS 2015 REF SERIES B	205,540,000	0.750 %	1,540,914	
LA CCD DS 2015 REF SERIES C	190,920,000	0.750 %	1,431,309	
LA CCD DS 2008 SERIES I	173,700,000	0.750 %	1,302,212	
LA CCD DS 2016 REF BONDS	239,880,000	0.750 %	1,798,358	
LA CCD DS 2016 SERIES B	2,193,365,000	0.750 %	16,443,449	
LOS ANGELES UNIF DS 2002 SERIES E	200,000,000	0.917 %	1,834,233	
LOS ANGELES UNIF DS 2005 SERIES H	249,040,000	0.917 %	2,283,987	
LOS ANGELES UNIF MEASURE R SERIES KRY BABS	363,005,000	0.917 %	3,329,179	
LOS ANGELES UNIF MEASURE Y 2009 SERIES KRY BABS	806,795,000	0.917 %	7,399,251	
LOS ANGELES UNIF MEASURE R 2010 SERIES RY BABS	477,630,000	0.917 %	4,380,424	
LOS ANGELES UNIF MEASURE Y 2010 SERIES RY BABS	772,955,000	0.917 %	7,088,898	
LOS ANGELES UNIF DS 2005 2010 SERIES J-1 QSCBS	134,415,000	0.917 %	1,232,742	
LOS ANGELES UNIF DS 2005 2010 SERIES J-2 QSCBS	70,670,000	0.917 %	648,126	
LOS ANGELES UNIF DS 2011 REFUNDING BOND SERIES A 1	52,305,000	0.917 %	479,698	
LOS ANGELES UNIF DS 2011 REFUNDING BOND SERIES A 2	131,825,000	0.917 %	1,208,989	
LOS ANGELES UNIF DS 2012 REFUNDING BOND SERIES A	79,965,000	0.917 %	733,372	
LOS ANGELES UNIF DS 2014 REF BOND SERIES A	39,990,000	0.917 %	366,755	
LOS ANGELES UNIF DS 2014 REF BOND SERIES B	126,165,000	0.917 %	1,157,080	
LOS ANGELES UNIF DS 2014 REF BOND SERIES C	767,245,000	0.917 %	7,036,531	
LOS ANGELES UNIF DS 2014 REF BOND SERIES D	115,040,000	0.917 %	1,055,051	
LOS ANGELES UNIF DS 2015 REF BONDS SERIES A	218,260,000	0.917 %	2,001,699	
LOS ANGELES UNIF DS 2008 SERIES A 2016	377,985,000	0.917 %	3,466,563	
LOS ANGELES UNIF DS 2016 REF BONDS SERIES A	267,465,000	0.917 %	2,452,966	
LOS ANGELES UNIF DS 2016 REF BONDS SERIES B	498,240,000	0.917 %	4,569,442	
LOS ANGELES UNIF DS 2017 REF BONDS SER A PROP BB	113,455,000	0.917 %	1,040,515	
LOS ANGELES UNIF DS 2017 REF BONDS SER A MEAS K	921,240,000	0.917 %	8,448,845	
LOS ANGELES UNIF DS 2005 SERIES M 1 2018	111,265,000	0.917 %	1,020,430	
LOS ANGELES UNIF DS 2008 SERIES B 1 2018	1,034,935,000	0.917 %	9,491,560	
LOS ANGELES UNIF DS 2019 REF 2002 SER D MEAS K	142,765,000	0.917 %	1,309,321	
LOS ANGELES UNIF DS 2019 REF 2004 SER I MEAS R	316,820,000	0.917 %	2,905,609	
LOS ANGELES UNIF DS 2019 REF 2005 SER F MEAS Y	85,710,000	0.917 %	786,061	
LOS ANGELES UNIF MEASURE R 2020 SERIES RYQ	829,000,000	0.917 %	7,602,896	
LOS ANGELES UNIF MEASURE Y 2020 SERIES RYQ	302,000,000	0.917 %	2,769,692	
LOS ANGELES UNIF MEASURE Q 2020 SERIES RYQ	907,190,000	0.917 %	8,319,990	
LOS ANGELES UNIF SERIES RYQ 2020B	196,310,000	0.917 %	1,800,392	
Total Overlapping Debt	\$ 15,128,036,783		131,305,461	
Total Direct and Overlapping Debt			\$ 150,605,461	

(1) Percentage of overlapping agency's assessed valuation located within boundaries of the City.

(2) Excludes tax and revenue anticipation notes, enterprise revenue, mortgage revenue, and tax allocation bonds, and non-bonded capital lease obligations.

Ratios to 2020-21 Assessed Valuation		Per Capita
-Direct Debt (\$7,223,980,473).....	0.27%	317
-Overlapping Debt.....	1.82%	2,155
-Total Debt.....	2.08%	2,471

STATE SCHOOL BUILDING AID REPAYABLE AS OF 6/30/2021: \$0

City of Gardena
Legal Debt Margin Information
Last Ten Fiscal Years

	Fiscal Year				
	20-21	19-20	18-19	17-18	16-17
Assessed valuation	\$7,223,980,473	\$6,800,580,594	\$6,397,613,521	\$6,005,395,708	\$5,686,952,300
Conversion percentage	25%	25%	25%	25%	25%
Adjusted assessed valuation	1,805,995,118	1,700,145,149	1,599,403,380	1,501,348,927	1,421,738,075
Debt limit percentage	15%	15%	15%	15%	15%
Debt limit	\$270,899,268	\$255,021,772	\$239,910,507	\$225,202,339	\$213,260,711
Total net debt applicable to limit: General obligation bonds	-	-	-	-	-
Legal debt margin	\$270,899,268	\$255,021,772	\$239,910,507	\$225,202,339	\$213,260,711
Total debt applicable to the limit as a percentage of debt limit	- 0%	- 0%	- 0%	- 0%	- 0%

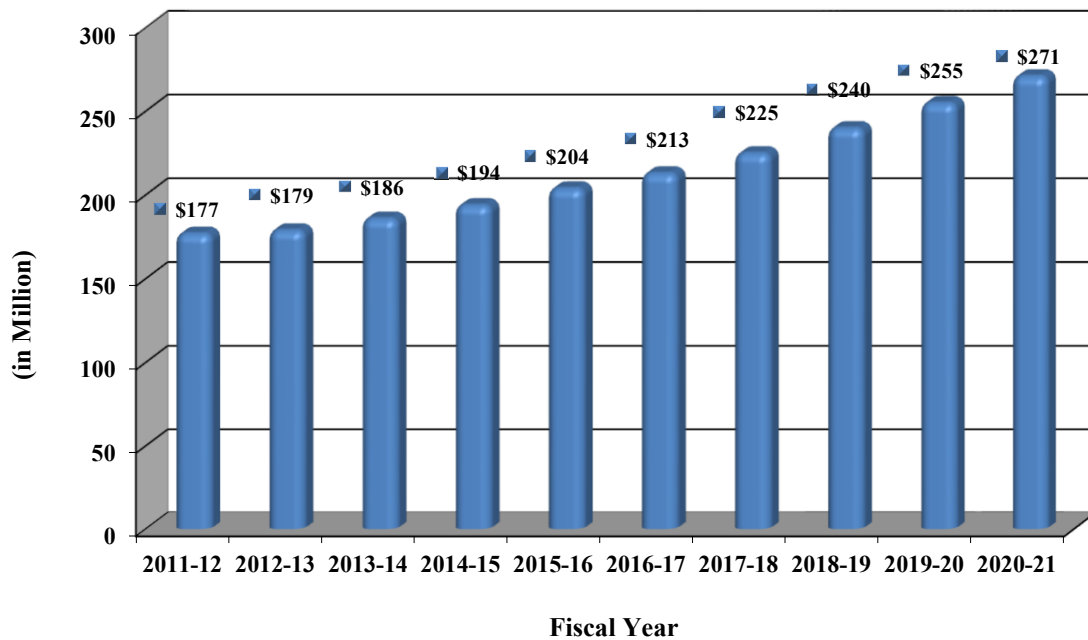
Section 43605 of the Government Code of the State of California provides for a legal debt limit of 15% of gross assessed valuation. However, this provision was enacted when assessed valuation was based upon 25% OF MARKET VALUE. Effective with 1981-82 fiscal year, each parcel is now assessed at 100% of market value (as of the most recent change in ownership for that parcel). The Computations shown above reflect a conversion of assessed valuation data for each fiscal year from current full valuation perspective to the 25% level that was in effect at the time the legal debt margin was enacted by the State of California for local governments located within the State.

Source: City of Gardena, Administrative Services Department - Finance Division

City of Gardena
Legal Debt Margin Information (Continued)
Last Ten Fiscal Years

	Fiscal Year				
	15-16	14-15	13-14	12-13	11-12
Assessed valuation	\$5,453,097,097	\$5,170,329,875	\$4,957,766,359	\$4,784,812,315	\$4,714,033,674
Conversion percentage	25%	25%	25%	25%	25%
Adjusted assessed valuation	1,363,274,274	1,292,582,469	1,239,441,590	1,196,203,079	1,178,508,419
Debt limit percentage	15%	15%	15%	15%	15%
Debt limit	\$204,491,141	\$193,887,370	\$185,916,238	\$179,430,462	\$176,776,263
Total net debt applicable to limit: General obligation bonds	-	-	-	-	-
Legal debt margin	\$204,491,141	\$193,887,370	\$185,916,238	\$179,430,462	\$176,776,263
Total debt applicable to the limit as a percentage of debt limit	- 0%	- 0%	- 0%	- 0%	- 0%

Legal Debt Margin
Last Ten Fiscal Years



City of Gardena

Debt Service Payment Schedule

FISCAL YEAR	2006 A REF COPS			2014 TAXABLE LEASE BONDS			2007A REV REF BONDS		
	PRINCIPAL	INTEREST	TOTAL	PRINCIPAL	INTEREST	TOTAL	PRINCIPAL	INTEREST	TOTAL
2020-2021	550,000	473,715	1,023,715	\$ 60,000	\$ 443,304	\$ 503,304	\$ 110,000	\$ 77,825	\$ 187,825
2021-2022	585,000	437,509	1,022,509	65,000	440,934	505,934	115,000	72,325	187,325
2022-2023	625,000	398,910	1,023,910	65,000	438,366	503,366	120,000	66,575	186,575
2023-2024	665,000	357,759	1,022,759	70,000	435,799	505,799	125,000	60,575	185,575
2024-2025	705,000	314,056	1,019,056	70,000	433,034	503,034	130,000	54,325	184,325
2025-2026	750,000	267,641	1,017,641	75,000	429,709	504,709	135,000	47,825	182,825
2026-2027	800,000	218,196	1,018,196	75,000	426,148	501,148	145,000	41,075	186,075
2027-2028	850,000	165,561	1,015,561	80,000	422,586	502,586	155,000	33,825	188,825
2028-2029	905,000	109,577	1,014,577	85,000	418,787	503,787	160,000	25,881	185,881
2029-2030	965,000	49,924	1,014,924	815,000	414,750	1,229,750	170,000	17,681	187,681
2030-2031	300,000	9,570	309,570	1,175,000	374,000	1,549,000	175,000	8,969	183,969
2031-2032				1,235,000	315,250	1,550,250			
2032-2033				1,295,000	253,500	1,548,500			
2033-2034				1,355,000	188,750	1,543,750			
2034-2035				1,430,000	121,000	1,551,000			
2035-2036				990,000	49,500	1,039,500			
2036-2037									
2037-2038									
2038-2039									
TOTAL	7,700,000	2,802,415	#####	\$ 8,940,000	\$ 5,605,415	\$14,545,415	\$ 1,540,000	\$ 506,881	#####

City of Gardena
Debt Service Payment Schedule (Continued)

FISCAL YEAR	2017 DIRECT LEASE			2017 TAXABLE PENSION OBLIGATION BONDS			ANNUAL BOND OBLIGATIONS		
	PRINCIPAL	INTEREST	TOTAL	PRINCIPAL	INTEREST	TOTAL	PRINCIPAL	INTEREST	TOTAL
2020-2021	\$ 275,000	\$ 20,338	\$ 295,338	\$ 210,000	\$ 1,049,547	\$ 1,259,547	\$ 1,205,000	\$ 2,064,729	\$ 3,269,729
2021-2022	280,000	14,594	294,594	2,995,000	2,972,825	5,967,825	4,040,000	3,938,185	7,978,185
2022-2023	280,000	8,798	288,798	3,665,000	2,938,951	6,603,951	4,755,000	3,851,599	8,606,599
2023-2024	285,000	2,950	287,950	4,210,000	2,891,196	7,101,196	5,355,000	3,748,278	9,103,278
2024-2025				4,800,000	2,827,962	7,627,962	5,705,000	3,629,376	9,334,376
2025-2026				5,075,000	2,746,266	7,821,266	6,035,000	3,491,441	9,526,441
2026-2027				5,175,000	2,641,416	7,816,416	6,195,000	3,326,835	9,521,835
2027-2028				5,295,000	2,518,976	7,813,976	6,380,000	3,140,948	9,520,948
2028-2029				5,440,000	2,377,970	7,817,970	6,590,000	2,932,215	9,522,215
2029-2030				5,590,000	2,227,663	7,817,663	7,540,000	2,710,018	10,250,018
2030-2031				5,750,000	2,067,621	7,817,621	7,400,000	2,460,160	9,860,160
2031-2032				5,920,000	1,897,249	7,817,249	7,155,000	2,212,499	9,367,499
2032-2033				6,105,000	1,714,143	7,819,143	7,400,000	1,967,643	9,367,643
2033-2034				6,295,000	1,521,042	7,816,042	7,650,000	1,709,792	9,359,792
2034-2035				6,500,000	1,315,636	7,815,636	7,930,000	1,436,636	9,366,636
2035-2036				6,720,000	1,097,041	7,817,041	7,710,000	1,146,541	8,856,541
2036-2037				6,975,000	838,052	7,813,052	6,975,000	838,052	7,813,052
2037-2038				7,245,000	569,236	7,814,236	7,245,000	569,236	7,814,236
2038-2039				7,525,000	290,014	7,815,014	7,525,000	290,014	7,815,014
TOTAL	#####	\$ 46,679	#####	#####	#####	#####	#####	#####	#####

City of Gardena
Top 25 Sales Tax Producers ⁽¹⁾
(Miscellaneous Information)
Current Fiscal Year and Nine Years Ago

Fiscal Year 2020-21			Fiscal Year 2011-12		
	Tax Payers	Business Type		Tax Payers	Business Type
1	76	Service Stations	76	Service Stations	
2	A&A Chevron	Service Stations	A & R Shell	Service Stations	
3	Arco AM PM	Service Stations	A&A Chevron	Service Stations	
4	Beacon Roofing Supply	Building Materials	American Honda Finance	Auto Lease	
5	Big Lots	Variety Stores	Beacon Roofing Supply	Building Materials	
6	Chick Fil A	Quick-Service Restaurants	Crenshaw Lumber Co	Building Materials	
7	Crenshaw Lumber Co	Building Materials	CVS Pharmacy	Drug Stores	
8	Crenshaw Wholesale Electric Supply	Plumbing/Electrical Supplies	Enterprise Rent A Car	Transportation/Rentals	
9	Enterprise Rent A Car	Transportation/Rentals	Food 4 Less	Grocery Stores	
10	Food 4 Less	Grocery Stores	G & C Equipment Finders Corp	Contractors	
11	G & C Equipment Finders Corp	Contractors	Gardena Honda	New Motor Vehicle Dealers	
12	Gardena Honda	New Motor Vehicle Dealers	Gardena Nissan	New Motor Vehicle Dealers	
13	Gardena Nissan	New Motor Vehicle Dealers	Marukai Market	Grocery Stores	
14	Honda Lease Trust	Auto Lease	McDonald's	Quick-Service Restaurants	
15	McDonald's	Quick-Service Restaurants	Mobil Gardena	Service Stations	
16	Nader's Furniture	Home Furnishings	Nader's Furniture	Home Furnishings	
17	Pulp Studio	Paint/Glass/Wallpaper	New York Times Sales	Light Industrial/Printers	
18	Ralphs	Grocery Stores	Rumi Arco	Service Stations	
19	Sam's Club	Discount Dept Stores	Sam's Club	Discount Dept Stores	
20	Smardan Hatcher Co	Contractors	SLG Crenshaw Shell	Service Stations	
21	Target	Discount Dept Stores	Smardan Hatcher Co	Contractors	
22	United Oil	Service Stations	Target	Discount Dept Stores	
23	Vons Fuel	Service Stations	United Oil Company	Service Stations	
24	Wood Oil Company	Petroleum Prod/Equipment	Vons Fuel	Service Stations	
25	Z Gallerie	Home Furnishings	Wood Oil Company	Petroleum Prod/Equipment	

-Account for 55%
of the total sales tax collected.

-Account for 54%
of the total sales tax collected.

*** The names are listed in alphabetical order, not sales tax volume.

Source: SBOE data - HdL Companies

⁽¹⁾ Period: from July 1 to June 30 of the following year.

City of Gardena

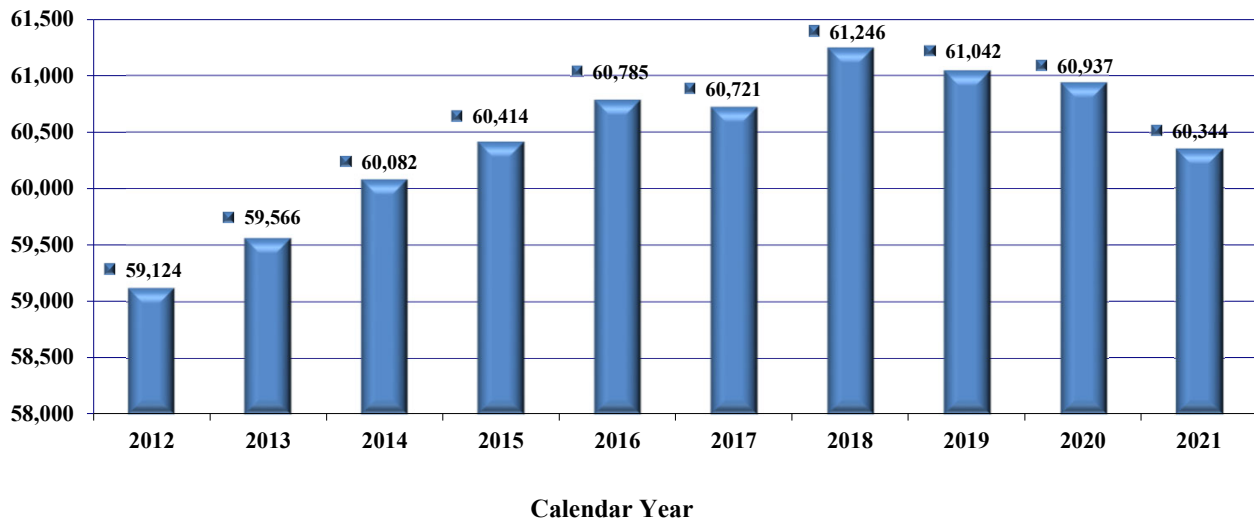
Demographic and Economic Statistics

Last Ten Calendar Years

Year	City of Gardena Housing Units	City of Gardena Population ⁽¹⁾	Average Annual Percentage Increase	Los Angeles County Population ⁽¹⁾	Average Annual Percentage Increase	Gardena Personal Income (1,000s) ⁽²⁾	Per Capita Personal Income ⁽²⁾	LAUSD Enrollment ⁽³⁾	Gardena Employment ⁽⁴⁾	Gardena Unemployment Rate ⁽⁴⁾
2012	21,501	59,124	0.19%	9,884,632	0.26%	1,269,333	\$ 21,468	664,233	26,200	8.70%
2013	21,501	59,566	0.75%	9,958,091	0.74%	1,349,229	22,651	655,716	27,100	7.10%
2014	21,629	60,082	0.87%	10,041,797	0.84%	1,384,109	23,037	651,322	27,700	8.20%
2015	21,649	60,414	0.55%	10,136,559	0.94%	1,384,454	23,032	643,493	28,200	6.70%
2016	21,714	60,785	0.61%	10,400,000	2.60%	1,386,384	22,808	664,774	29,000	5.20%
2017	21,815	60,721	-0.11%	10,271,018	-1.24%	1,411,571	23,246	713,871	29,500	4.40%
2018	21,815	61,246	0.86%	10,163,507	-1.05%	1,444,440	23,584	694,096	29,300	4.80%
2019	22,092	61,042	-0.33%	10,105,518	-0.57%	1,482,260	24,282	673,849	29,000	4.70%
2020	22,137	60,937	-0.17%	10,079,000	-0.26%	1,583,855	25,991	464,731	24,900	4.50%
2021	22,371	60,344	-0.97%	10,044,458	-0.34%	1,651,792	27,372	628,468	27,400	9.80%

City of Gardena Population

Last Ten Calendar Years



NOTES:

- ⁽¹⁾ State of California, Finance Department.
- ⁽²⁾ Income data was provided by HDL Coren & Cone using City of Gardena Average per Capita Personal Income.
- ⁽³⁾ Student Enrollment is from LAUSD website. LAUSD does not have breakdown per City count.
- ⁽⁴⁾ Employment and Unemployment rates are provided by the EDD's Labor Market Information Division.

City of Gardena
Ten Principal Employers
Current Year and Nine Years Ago

Employer	Business Type	2021*		2012	
		Number of Employees	Percent of Total Employment	Number of Employees	Percent of Total Employment
United Parcel Service Inc.	Delivery	789	2.88%		
Gardena Memorial Hospital	Hospital services	750	2.74%		
Nissin Foods Company	Manufacturing	550	2.01%		
Hustler Casino	Casino	465	1.70%		
Air Fayre	Airline caterers	289	1.05%		
Avcorp	Manufacturing parts	289	1.05%		
Larry Flynt's Lucky Lady Casino	Casino	245	0.89%		
Southwest Offset Printing	Book binding and printing	235	0.86%		
Kindred Hospital South Bay	Hospital services	225	0.82%		
Target	Retail	200	0.73%		
Gardena Memorial Hospital	Hospital services			735	2.81%
Hustler Casino	Casino			712	2.72%
United Parcel Service Inc.	Delivery			500	1.91%
Hitco Carbon Composites, Inc.	Manufacturing parts			465	1.77%
Normandie Club, LP	Casino			410	1.56%
Southwest Offset Printing	Book binding and printing			354	1.35%
Ramona's Mexican Food	Food			240	0.92%
Nissin Foods Company	Manufacturing			230	0.88%
Target	Retail			220	0.84%
Sam's Club	Retail			167	0.64%
Total top ten employers		4,037		4,033	
Total City Employment ¹		27,400		26,200	

*Used 2020 employment data as 2021 was unavailable

NOTE: Non-Governmental Employers.

Several potential businesses that may qualify for Top 10 ranking. However, current employee counts were unattainable at the time of report preparation. Previous historical data is not available.

¹Total City employment provided by EDD-Labor Market Information Division.

SOURCE: Economic Development Staff

City of Gardena

Unemployment Rates

Last Five Calendar Years

Employment

The following table shows unemployment information for the United States (the "Federal"), California (the "State"), Los Angeles County (the "County") and the City of Gardena (the "City") for calendar years 2017 through 2021.

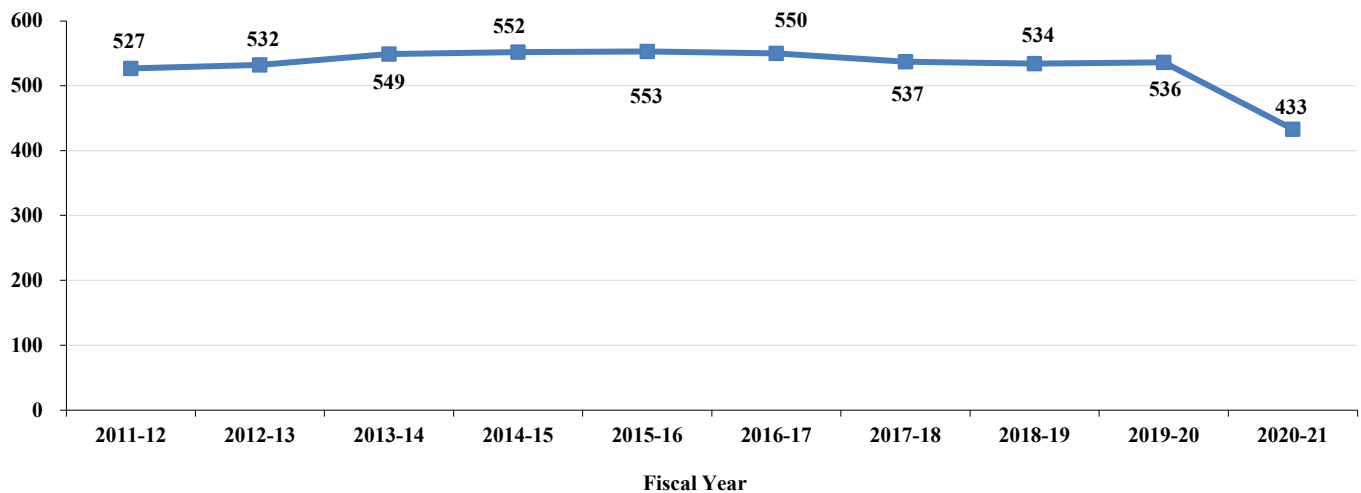
	<u>2021</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>
Federal Unemployment Rate	4.8%	8.4%	3.7%	4.0%	4.4%
State Unemployment Rate	6.4	10.8	4.0	4.2	4.8
County Unemployment Rate	9.7	15.1	4.5	4.8	4.7
City Unemployment Rate	10.9	15.2	4.7	4.8	4.3

Source: State of California Employment Development Department; Los Angeles-Long Beach Metropolitan Statistical Area and United States Bureau of Labor Statistics. LA Almanac numbers were used for 2021.

City of Gardena
Full-Time and Part-Time City Employees
by Function
Last Ten Fiscal Years

Function	Fiscal Year									
	2020-21	2019-20	2018-19	2017-18	2016-17	2015-16	2014-15	2013-14	2012-13	2011-12
General government	115	151	181	209	186	181	181	181	168	188
Public safety	126	149	140	142	154	160	157	162	158	152
Public works	44	56	47	31	51	50	50	47	45	46
Community development	12	15	18	15	19	18	17	16	16	12
Transit - Bus line	136	165	148	140	140	144	147	143	145	129
Total	433	536	534	537	550	553	552	549	532	527

City of Gardena Employment
Last Ten Fiscal Years



Source: City of Gardena, Administrative Services Department - Finance Division

City of Gardena

Employee Union Representation

<u>Name of Union</u>	<u>Number of Employees Represented as of June 30, 2021</u>	<u>Number of Employees Represented as of June 30, 2020</u>	<u>Number of Employees Represented as of June 30, 2019</u>	<u>Number of Employees Represented as of June 30, 2018</u>	<u>Expiration of Contract</u>
Gardena Municipal Employees Association	220	253	273	221	6/30/2025
Gardena Management Employees Organization	21	19	19	21	6/30/2025
Gardena Police Officers Association	86	79	76	81	7/31/2024
Gardena Police Executive Association	6	7	10	11	N/A
	333	358	378	334	

Source: City of Gardena

City of Gardena
Operating Indicators
by Function
Last Ten Fiscal Years

Function	Fiscal Year									
	2020-21	2019-20	2018-19	2017-18	2016-17	2015-16	2014-15	2013-14	2012-13	2011-12
Police:										
Arrests	1,547	1,761	2,183	2,901	2,642	2,423	4,499	3,251	3,333	3,421
Number of parking citations issued	30,000	27,568	29,868	29,254	23,145	22,665	11,203	24,622	26,615	25,218
Public works:										
Street resurfacing (miles)	2.25	5.68	19.06	0.49	4.52	2.95	7.00	3.38	5.15	8.42
Traffic lights and signals	91	91	91	91	91	90	89	88	88	88
Parks and recreation:										
Number of recreation classes	0	432	1,374	1,226	1,410	1,466	1,150	1,080	1,232	1,380
Number of facility rentals	0	53	1,977	1,112	1,222	1,221	1,164	1,072	876	713
Transit:										
Number of customers served ⁽¹⁾	1,203,880	2,406,910	2,943,363	3,110,354	3,094,180	3,610,718	3,687,038	3,689,142	3,761,506	3,737,640

NOTE:

⁽¹⁾ Fiscal Year 2017-18 data includes Fixed Route and Demand Response customers. Prior Year data includes Fixed Route only.

Source: City of Gardena, Administrative Services Department

City of Gardena
Capital Asset Statistics
by Function
Last Ten Fiscal Years

Function	Fiscal Year									
	2020-21	2019-20	2018-19	2017-18	2016-17	2015-16	2014-15	2013-14	2012-13	2011-12
Police:										
Stations	1	1	1	1	1	1	1	1	1	1
Public works:										
Streets (miles)										
-Two lanes street	83.0	83.0	83.0	83.0	83.0	83.0	83.0	83.0	83.0	83.0
-Four lanes street	25.0	25.0	25.0	25.0	25.0	25.0	50.0	50.0	50.0	50.0
-Alley	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
-Sidewalks	113.5	113.5	113.5	113.5	113.5	113.5	113.5	113.5	113.5	113.5
Street lights										
-Edison maintenance ⁽¹⁾	3,337	3,337	3,392	3,327	3,321	3,350	3,319	3,181	3,229	3,247
-City maintenance	193	193	194	191	198	385	197	192	192	194
Traffic signals	69	69	69	69	69	70	69	68	68	68
Traffic signals (shared)	22	22	22	22	22	23	20	20	20	20
Parks and recreation:										
Number of parks	6	6	6	6	6	6	6	6	6	6
Number of parkette	1	1	1	1	1	1	1	1	1	1
Number of municipal pool	1	1	1	1	1	1	1	1	1	1
Number of gymnasiums	2	2	2	2	2	2	2	2	2	2
Community center	1	1	1	1	1	1	1	1	1	1
Transit:										
Stations	1	1	1	1	1	1	1	1	1	1
Bus stops	492	492	492	492	595	595	595	595	649	649

NOTES:

⁽¹⁾ Streetlights maintained by Southern California Edison Company.

Source: City of Gardena, Administrative Services Department - Finance Division

STATISTICAL SECTION

Fiscal Year 2020-21



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**REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND
OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN
ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS***

Independent Auditors' Report

To the Honorable Mayor and the Members of the City Council
of the City of Gardena
Gardena, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Gardena, California ("City"), as of and for the year ended June 30, 2021, and the related notes to the financial statements, which collectively comprise the City's basic financial statements, and have issued our report thereon dated December 9, 2021.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting ("internal control") to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the City's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

To the Honorable Mayor and the Members of the City Council
of the City of Gardena
Gardena, California
Page 2

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

A handwritten signature in black ink that reads "The PwC Group, LLP". The signature is written in a cursive, flowing style.

Santa Ana, California
December 9, 2021

The GTrans Enterprise Fund of the City of Gardena

Gardena, California

Independent Auditors' Reports and Financial Statements

For the Years Ended June 30, 2021 and 2020



**The GTrans Enterprise Fund of the City of Gardena
For the Years Ended June 30, 2021 and 2020**

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INDEPENDENT AUDITORS' REPORT

To the Honorable Mayor and the Members of City Council
of the City of Gardena
Gardena, California

Report on the Financial Statements

We have audited the accompanying financial statements of the GTrans Enterprise Fund ("GTrans") of the City of Gardena, California (the "City"), which comprise of the Statements of Net Position as of June 30, 2021 and 2020, and the related Statements of Revenues, Expenses and Changes in Net Position, and Cash Flows for the years then ended, and the related notes to the financial statements, as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to the financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risk of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the City's preparation and fair presentation of the GTrans financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the GTrans as of June 30, 2021 and 2020, and the respective changes in financial position and cash flows thereof for the years then ended in accordance with accounting principles generally accepted in the United States of America.

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Emphasis of Matter

Financial Statements Presentation

As discussed in Note 1B, the financial statements present only the GTrans and do not purport to, and do not present fairly the financial position of the City as of June 30, 2021 and 2020, the changes in its financial positions, or where applicable, its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America required that the Schedule of the GTrans' Proportionate Share of Net Pension Liability and Related Ratios, the Schedule of Contributions – Pensions, the Schedule of Changes in Net Other Postemployment Benefits Liability and Related Ratios, and the Schedule of Contributions – Other Postemployment Benefits on pages 36 to 41 be presented to supplement the financial statements. Such information, although not a part of the financial statements, is required by Governmental Accounting Standards Board ("GASB"), who considers it to be an essential part of financial reporting for placing the financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the Required Supplementary Information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the financial statements, and other knowledge we obtained during our audit of the financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Management has omitted the Management's Discussion and Analysis ("MD&A") that accounting principles generally accepted in the United States of America require to be presented to supplement the financial statements. Such missing information, although not a part of the financial statements, is required by the GASB, who considers it to be an essential part of financial reporting for placing the financial statements in an appropriate operational, economic, or historical context. Our opinion on the financial statements is not affected by this missing information.

Supplementary Information

Our audits were conducted for the purpose of forming an opinion on the GTrans' financial statements. The Schedule of Farebox Recovery Ratio Calculation and the Schedule of Proceeds Received and Expended are presented for purposes of additional analysis and are not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the GTrans' financial statements. Such information has been subjected to the auditing procedures applied in the audit of the GTrans' financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the Schedule of Farebox Recovery Ratio Calculation and the Schedule of Proceeds Received and Expended are fairly stated, in all material respects, in relation to the GTrans' financial statements as a whole.

To the Honorable Mayor and the Members of City Council
of the City of Gardena
Gardena, California
Page 3

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated December 10, 2021, on our consideration of the City's internal control over GTrans' financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over GTrans' financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control over GTrans' financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over GTrans' financial reporting and compliance.

The PwC Group, LLP

Santa Ana, California
December 10, 2021

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**REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING
AND ON COMPLIANCE (INCLUDING THOSE CONTAINED IN THE TDA STATUTES
AND CALIFORNIA CODES OF REGULATIONS) AND OTHER MATTERS
BASED ON AN AUDIT OF THE GTRANS' FINANCIAL STATEMENTS
PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS***

Independent Auditors' Report

To the Honorable Mayor and the Members of City Council
of the City of Gardena
Gardena, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America, the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States and the TDA Statutes and California Codes of Regulations, issued by California Department of Transportation, the financial statements of the GTrans Enterprise Fund ("GTrans") of the City of Gardena, California ("City"), as of and for the years ended June 30, 2021 and 2020, and the related notes to the financial statements and have issued our report thereon dated December 10, 2021.

Internal Control Over Financial Reporting

In planning and performing our audit of the GTrans' financial statements, we considered the City's internal control over the GTrans' financial reporting ("internal control") to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the GTrans' financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

To the Honorable Mayor and the Members of City Council
of the City of Gardena
Gardena, California
Page 2

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the GTrans' financial statements are free of material misstatement, we performed tests of the City's compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the determination of the GTrans' financial statement amounts. However, providing an opinion on compliance with these provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

A handwritten signature in black ink that reads "The PwC Group, LLP". The signature is written in a cursive, flowing style.

Santa Ana, California
December 10, 2021



**REPORT ON COMPLIANCE FOR THE TRANSIT OPERATOR
REQUIRED BY THE TRANSPORTATION DEVELOPMENT ACT
AND REPORT ON INTERNAL CONTROL OVER COMPLIANCE**

Independent Auditors' Report

To the Honorable Mayor and the Members of City Council
of the City of Gardena
Gardena, California

Report on Compliance for the Transit Operator Required by the Transportation Development Act

We have audited the City of Gardena, California's (the "City") compliance with the types of compliance requirements described in §6667 of the California Code of Regulation, Title 21, Division 3, Chapter 3, Article 5.5 applicable to the City's compliance as a Transit Operator for the year ended June 30, 2021.

Management's Responsibility

Compliance with requirements referred to above is the responsibility of the City's management.

Auditors' Responsibility

Our responsibility is to express an opinion on City's compliance based on our audit.

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and Transportation Development Act ("TDA") Statutes and California Code of Regulations, July 2018 ("TDA Guidebook"), issued by the California Department of Transportation Division of Rail and Mass Transportation. Those standards and TDA Guidebook require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the compliance requirements referred to above that could have a direct and material effect on the City as transit operator occurred. An audit includes examining, on a test basis, evidence about the City's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion. Our audit does not provide a legal determination of the City's compliance with these requirements.

Opinion on the City as Transit Operator

In our opinion, the City complied, in all material respects, with the compliance requirements referred to above that are applicable to the City as transit operator for the year ended June 30, 2021.

Report on Internal Control Over Compliance

Management of the City is responsible for establishing and maintaining effective internal control over compliance with the compliance requirements referred to above. In planning and performing our audit of compliance, we considered the City's internal control over compliance to determine the auditing procedures for the purpose of expressing an opinion on compliance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the City's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a compliance requirement on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a compliance requirement will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a compliance requirement that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be deficiencies, significant deficiencies, or material weakness in internal control over compliance. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing on internal control over compliance and the results of that testing based on the requirements of §6667 of the California Codes of Regulation, Title 21, Division 3, Chapter 3, Article 5.5. Accordingly, this report is not suitable for any other purpose.

A handwritten signature in black ink that reads "The PwC Group, LLP". The signature is written in a cursive, flowing style.

Santa Ana, California
December 10, 2021



INDEPENDENT ACCOUNTANTS' REPORT

To the Honorable Mayor and the Members of City Council
of the City of Gardena
Gardena, California

We have examined the City of Gardena, California's ("City") compliance with the compliance requirements for Measure R as described in Traffic Relief and Rail Expansion Ordinance ("Ordinance") and for Public Transportation Modernization Improvement and Service Enhancement Account ("PTMISEA") as described in California Government Code §8879.55 paragraph (f) and the allocation instructions and resolutions of the Los Angeles County Metropolitan Transportation Authority for the year ended June 30, 2021. The City's management is responsible for City's compliance with those requirements. Our responsibility is to express an opinion on the City's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the City complied, in all material respects, with the compliance requirements referenced above. An examination involves performing procedures to obtain evidence about the City's compliance with those requirements. The nature, timing, and extent of the procedures selected dependent on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

Our examination does not provide a legal determination of the City's compliance with these requirements.

In our opinion, the City complied with the aforementioned requirements for the year ended June 30, 2021, is fairly stated, in all material respects.

This report is intended solely for the information and use of the members of the Authority, City Council, and management and is not intended to be and should not be used by anyone other than these specified parties. However, this report is a matter of public record, and its distribution is not limited.

A handwritten signature in black ink that reads 'The Pun Group, LLP'.

Santa Ana, California
December 10, 2021

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FINANCIAL STATEMENTS

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The GTrans Enterprise Fund of the City of Gardena
Statements of Net Position
June 30, 2021 and 2020

	2021	2020
ASSETS		
Current assets:		
Cash and cash equivalents	\$ 14,741,658	\$ 12,973,738
Due from other governments	2,567,395	4,534,641
Accounts receivable	243,355	552,921
Inventories	638,473	535,619
Prepaid items	71,299	28,124
Total current assets	<u>18,262,180</u>	<u>18,625,043</u>
Noncurrent assets:		
Capital assets, net	<u>59,532,582</u>	<u>49,865,326</u>
Total assets	<u><u>77,794,762</u></u>	<u><u>68,490,369</u></u>
DEFERRED OUTFLOWS OF RESOURCES		
Deferred outflows of resources related to pensions	23,711,568	3,697,860
Deferred outflows of resources related to other postemployment benefits	<u>692,488</u>	<u>525,060</u>
Total deferred outflows of resources	<u><u>24,404,056</u></u>	<u><u>4,222,920</u></u>
LIABILITIES		
Current liabilities:		
Accounts payable	706,547	468,867
Accrued expenses	93,710	138,010
Accrued payroll and related taxes	565,973	450,223
Due to City of Gardena	769,005	2,868,474
Retention payable	15,718	-
Unearned revenues	14,623,238	13,478,629
Bonds payable - due within one year	628,650	-
Compensated absences - due within one year	<u>301,007</u>	<u>304,882</u>
Total current liabilities	<u><u>17,703,848</u></u>	<u><u>17,709,085</u></u>
Noncurrent liabilities:		
Compensated absences - due in more than one year	1,204,028	1,219,529
Bonds payable - long term	20,634,120	-
Net pension liability	22,722,142	20,652,115
Net other postemployment benefits liability	<u>6,382,454</u>	<u>5,979,956</u>
Total noncurrent liabilities	<u><u>50,942,744</u></u>	<u><u>27,851,600</u></u>
Total liabilities	<u><u>68,646,592</u></u>	<u><u>45,560,685</u></u>
DEFERRED INFLOWS OF RESOURCES		
Deferred inflows of resources related to pensions	260,103	480,443
Deferred inflows of resources related to other postemployment benefits	<u>483,264</u>	<u>269,306</u>
Total deferred inflows of resources	<u><u>743,367</u></u>	<u><u>749,749</u></u>
NET POSITION		
Net investment in capital assets	59,516,864	49,865,326
Unrestricted (deficit)	<u>(26,708,005)</u>	<u>(23,462,471)</u>
Total net position	<u><u>\$ 32,808,859</u></u>	<u><u>\$ 26,402,855</u></u>

See accompanying Notes to the Financial Statements.

The GTrans Enterprise Fund of the City of Gardena
Statements of Revenues, Expenses, and Changes in Net Position
For the Years Ended June 30, 2021 and 2020

	2021	2020
OPERATING REVENUES:		
Passenger fares	\$ -	\$ 1,610,795
Service charges for maintenance of City vehicles	89,679	127,766
Other	31,504	28,391
Total operating revenues	<u>121,183</u>	<u>1,766,952</u>
OPERATING EXPENSES:		
Salaries and benefits	17,637,577	19,809,008
Material and operations	4,258,805	4,668,525
Other operating expenses	2,305,675	2,305,675
Depreciation	5,205,091	4,673,015
Total operating expenses	<u>29,407,148</u>	<u>31,456,223</u>
OPERATING (LOSS)	<u>(29,285,965)</u>	<u>(29,689,271)</u>
NONOPERATING REVENUES:		
Other local assistance	7,948,657	10,895,305
Local transportation fund	4,636,851	5,845,949
Federal transit assistance	6,767,797	2,382,451
State transit assistance fund	1,372,009	2,153,483
Interest income	110,629	149,789
Gain on disposal of assets	-	16,411
Total nonoperating revenues	<u>20,835,943</u>	<u>21,443,388</u>
(LOSS) BEFORE CONTRIBUTIONS	<u>(8,450,022)</u>	<u>(8,245,883)</u>
CONTRIBUTIONS:		
Capital contributions	14,856,026	1,962,998
Total contributions	<u>14,856,026</u>	<u>1,962,998</u>
Changes in net position	6,406,004	(6,282,885)
NET POSITION:		
Beginning of year	26,402,855	32,685,740
End of year	<u>\$ 32,808,859</u>	<u>\$ 26,402,855</u>

The GTrans Enterprise Fund of the City of Gardena
Statements of Cash Flows
For the Years Ended June 30, 2021 and 2020

	2021	2020
CASH FLOWS FROM OPERATING ACTIVITIES:		
Cash received from customers and users	\$ 309,566	\$ 2,266,714
Cash payments to suppliers for goods and services	(6,517,129)	(6,816,456)
Cash payments to employees	(13,949,346)	(16,071,552)
Bond proceeds paid to CalPERS	(21,306,850)	
Other receipts	121,183	156,157
Net cash used in operating activities	(41,342,576)	(20,465,137)
CASH FLOWS FROM NONCAPITAL FINANCING ACTIVITIES:		
Transferred (to) from the City	(2,099,469)	2,868,474
Proceeds from issuance of long term debt	21,306,850	-
Principal payment on long term debt	(44,080)	-
Cash received from other governments	23,837,169	22,422,341
Net cash provided by noncapital financing activities	43,000,470	25,290,815
CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES:		
Cash received from capital grants	14,856,026	1,962,998
Proceeds from sale of capital assets	-	16,411
Acquisition of capital assets	(14,856,629)	(2,229,736)
Net cash provided by (used in) capital and related financing activities	(603)	(250,327)
CASH FLOWS FROM INVESTING ACTIVITIES:		
Interest received	110,629	149,789
Net cash provided by investing activities	110,629	149,789
Net change in cash and cash equivalents	1,767,920	4,725,140
CASH AND CASH EQUIVALENTS:		
Beginning of year	12,973,738	8,248,598
End of year	<u>\$ 14,741,658</u>	<u>\$ 12,973,738</u>
RECONCILIATION OF OPERATING LOSS TO NET CASH (USED IN) OPERATING ACTIVITIES:		
Operating (loss)	\$ (29,285,965)	\$ (29,689,271)
Adjustments to reconcile operating (loss) to net cash (used in) operating activities:		
Depreciation	5,205,091	4,673,015
Changes in operating assets, deferred outflows of resources, liabilities, and deferred inflows of resources:		
Decrease (increase) in accounts receivable	309,566	655,919
Decrease (increase) in inventories	(102,854)	(96,473)
Decrease (increase) in prepaid items	(43,175)	21,043
Decrease (increase) in deferred outflows of resources related to pensions	(20,310,549)	(210,503)
Decrease (increase) in deferred outflows of resources related to other postemployment benefits	(167,428)	275,009
(Decrease) in accounts payable	237,680	196,784
Increase (decrease) in accrued expenses	(44,300)	36,390
Increase in accrued payroll and related liabilities	115,750	3,378
Increase in compensated absences	(19,376)	159,453
Increase (decrease) in net pension liabilities	2,070,027	3,015,654
Increase (decrease) in net other postemployment benefits liabilities	402,498	411,927
(Decrease) in deferred inflows of resources related to pensions	76,501	126,686
Increase in deferred inflows of resources related to other postemployment benefits	213,958	(44,148)
Net cash (used in) operating activities	\$ (41,342,576)	\$ (20,465,137)

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The GTrans Enterprise Fund of the City of Gardena
Notes to the Financial Statements
For the Years Ended June 30, 2021 and 2020

Note 1 – Summary of Significant Accounting Policies

A. *The Reporting Entity*

The financial statements of the GTrans, previously known as the Municipal Bus Lines, Enterprise Fund (the “GTrans”) of the City of Gardena, California (the “City”) are intended to present the financial position and results of the operations of the bus line services. The financial statements of the GTrans are included in the basic financial statements of the City. The City’s basic financial statements can be obtained from the City’s Finance Department (1700 West 162nd Street, Gardena, CA 90247) and the City’s website (www.cityofgardena.org).

As an operator of a public transportation system, the City is eligible for Transportation Development Act (“TDA”) Public Utilities Code Section 99260 (“TDA Section 99260”) funds. These funds were allocated by the Los Angeles County Metropolitan Transportation Authority (“MTA”) to supplement the City’s transit operations.

B. *Financial Statements Presentation, Measurement Focus, and Basis of Accounting*

The accompanying financial statements present only the GTrans and are not intended to present the financial position, changes in financial position, or cash flows of the City in accordance with accounting principles generally accepted in the United States of America (“U.S. GAAP”).

The accounting policies of the GTrans are in accordance with U.S. GAAP applicable to governmental units. The Governmental Accounting Standards Board (“GASB”) is the accepted standard-setting body for establishing accounting and financial reporting principles.

The financial statements are prepared using the “*economic resources*” measurement focus and the accrual basis of accounting. Accordingly, all assets, deferred outflows of resources, liabilities, and deferred inflows of resources (whether current or noncurrent) are included on the Statements of Net Position. The Statements of Revenues, Expenses, and Changes in Net Position present increases (revenues) and decreases (expenses) in total net position. Under accrual basis of accounting, revenues are recognized in the accounting period in which they are earned and expenses are recognized in the period when a liability is incurred.

Operating revenues are those revenues that are generated from the primary operations of the GTrans. All other revenues are reported as nonoperating revenues. Operating expenses are those expenses that are essential to the primary operations of the GTrans. All other expenses are reported as nonoperating expenses.

C. *Cash and Cash Equivalents*

The GTrans’ cash is pooled with the City’s internal investment pool. Cash on hand and demand deposits pooled with the City are considered as cash and cash equivalents.

D. *Grants*

Grant revenues and receivables are recorded when earned on grants that have been approved and funded by the grantor. Grant sources include Federal Transit Administration, Transportation Development Act, State Transit Assistance, Measure R, Measure M, Proposition 1B, Proposition A, and Proposition C.

The GTrans Enterprise Fund of the City of Gardena
Notes to the Financial Statements (Continued)
For the Years Ended June 30, 2021 and 2020

Note 1 – Summary of Significant Accounting Policies (Continued)

E. Inventories

Inventories consist of materials and supplies which are valued at cost on a first-in, first-out basis. Inventories are recorded as an expense when consumed for financial statement purposes, but recorded as inventory when purchased.

F. Prepaid items

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in the financial statements.

G. Capital Assets

The GTrans' capital assets include buildings, buses, vehicles, furniture and equipment which are recorded at historical cost or estimated historical cost if actual cost is not available. Donated capital assets are valued at their acquisition value. The City's policy is to capitalize all assets with a unit cost of \$5,000 or more, and a useful life of more than one year. Capital assets used in operations are depreciated over their estimated useful lives using the straight-line method. The lives used for depreciation purposes are as follows:

Buildings/structures and improvements	40 years
Machinery and equipment	3-15 years
Buses	12 years
Furniture and fixtures	3-10 years
Infrastructure	30-60 years

H. Deferred Outflows and Inflows of Resources

The statement of net position reports separate sections for deferred outflows of resources and deferred inflows of resources, when applicable.

Deferred Outflows of Resources represent outflows of resources (consumption of net position) that apply to future periods; therefore, will not be recognized as an expense until that time.

Deferred Inflows of Resources represent inflows of resources (acquisition of net position) that apply to future periods, therefore, are not recognized as revenue until that time.

I. Unearned Revenue

Unearned revenue is recognized for transactions for which revenue has not yet been earned. Typical transactions recorded as unearned revenues are prepaid charges for services; grants received but not yet earned.

The GTrans Enterprise Fund of the City of Gardena
Notes to the Financial Statements (Continued)
For the Years Ended June 30, 2021 and 2020

Note 1 – Summary of Significant Accounting Policies (Continued)

J. Compensated Absences

It is the City's policy to accrue annual leave when incurred. A liability is recorded for unused sick leave balances only to the extent that it is probable that the unused balances will result in termination payments. This is estimated by including in the liability the unused balances of employees currently entitled to receive termination benefits, as well as those who are expected to become eligible to receive termination benefits as a result of continuing their employment with the City. Other amounts of unused sick leave are excluded from the liability since their payment is contingent solely upon the occurrence of a future event (illness) which is outside the control of the City and the employee.

K. Pensions

For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the plans and additions to/deductions from the plans' fiduciary net position have been determined on the same basis as they are reported by the plans. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with benefit terms. Investments are reported at fair value in the CalPERS trust.

The following timeframes are used for pension reporting:

CalPERS	For the Years Ended	
	June 30, 2021	June 30, 2020
Valuation Date	June 30, 2019	June 30, 2018
Measurement Date	June 30, 2020	June 30, 2019
Measurement Period	July 1, 2019 to June 30, 2020	July 1, 2018 to June 30, 2019

Gains and losses related to changes in total pension liability and fiduciary net position are recognized in pension expense systematically over time. The first amortized amounts are recognized in pension expense for the year the gain or loss occurs. The remaining amounts are categorized as deferred outflows and deferred inflows of resources related to pensions and are to be recognized in future pension expense. The amortization period differs depending on the sources of the gain or loss. The difference between projected and actual earnings is amortized on a straight-line basis over 5 years. All other amounts are amortized on a straight-line basis over the average expected remaining service lives of all members that are provided with benefits (active, inactive, and retired) as of the beginning of the measurement period.

L. Other Postemployment Benefits ("OPEB") Plan

For the purpose of measuring the net OPEB liability, deferred outflows of resources and deferred inflows of resources related to OPEB, and OPEB expense, information about the fiduciary net position of the City's OPEB Plan and additions to/deductions from the OPEB Plan's fiduciary net position have been determined on the same basis as they are reported by the Plan. For this purpose, the OPEB Plan recognizes benefit payments when due and payable in accordance with the benefit terms. Investments are reported at fair value in the CalPERS trust.

The GTrans Enterprise Fund of the City of Gardena
Notes to the Financial Statements (Continued)
For the Years Ended June 30, 2021 and 2020

Note 1 – Summary of Significant Accounting Policies (Continued)

L. Other Postemployment Benefits (“OPEB”) Plan (Continued)

The following timeframes are used for OPEB reporting:

OPEB	For the Years Ended	
	June 30, 2021	June 30, 2020
Valuation Date	June 30, 2019	June 30, 2018
Measurement Date	June 30, 2020	June 30, 2019
Measurement Period	July 1, 2019 to June 30, 2020	July 1, 2018 to June 30, 2019

Gains and losses related to changes in total OPEB liability and fiduciary net position are recognized in OPEB expense systematically over time. The first amortized amounts are recognized in OPEB expense for the year the gain or loss occurs. The remaining amounts are categorized as deferred outflows and deferred inflows of resources related to OPEB and are to be recognized in future OPEB expense. The amortization period differs depending on the sources of the gain or loss. The difference between projected and actual earnings is amortized on a straight-line basis over 5 years. All other amounts are amortized on a straight-line basis over the average expected remaining service lives of all members that are provided with benefits (active, inactive, and retired) as of the beginning of the measurement period.

M. Net Position

Net position is classified as follows:

Net Investment in Capital Assets – This component of net position consists of capital assets, net of accumulated depreciation, reduced by the outstanding balances of retention payable that are attributable to the acquisition, construction, or improvement of those assets.

Restricted – This component of net position consists of restricted assets reduced by liabilities and deferred outflows and inflows of resources related to those assets.

Unrestricted – This component of net position is the net amount of the assets, deferred outflows of resources, liabilities, and related inflows of resources that are not included in the determination of net investment in capital assets or the restricted component of net position.

At June 30, 2021 and 2020, there was no “restricted” component of net position for the GTrans.

N. Use of Estimates

The preparation of financial statements in accordance with U.S. GAAP requires management to make estimates and assumptions. These estimates and assumptions affect certain reported amounts and disclosures. Accordingly, actual results could differ from these estimates and assumptions.

The GTrans Enterprise Fund of the City of Gardena
Notes to the Financial Statements (Continued)
For the Years Ended June 30, 2021 and 2020

Note 2 – Cash and Investments

Petty cash and the GTrans' share of the City's cash and investments at June 30, 2021 and 2020 were \$14,741,658 and \$12,973,738, respectively.

Cash is deposited in the City's internal investment pool, which is reported at the amortized cost. The GTrans does not own specifically identifiable securities in the City's pool. Interest income is allocated based on average cash balances. Investment policies and associated risk factors applicable to the GTrans are those of the City and are included in the City's basic financial statements. Please refer to the City's Annual Comprehensive Financial Report for related disclosures for cash and investments.

Note 3 – Due from Other Governments

Due from other governments consisted of the following at June 30, 2021 and 2020:

	2021	2020
MTA	2,427,777	\$ 4,471,722
South Coast Air Quality Management District	83,775	62,918
U.S. Department of Transportation Federal Transit Administration	55,842	-
Total	\$ 2,567,395	\$ 4,534,641

Note 4 – Capital Assets

Summary of changes in capital assets of the GTrans for the year ended June 30, 2021 is as follows:

	Balance July 1, 2020	Additions	Deletions	Reclassification	Balance June 30, 2021
Nondepreciable assets:					
Land	\$ 12,956,405	\$ -	\$ -	\$ -	\$ 12,956,405
Construction in progress	1,576,536	14,872,347		(14,583,841)	1,865,042
Total nondepreciable assets	14,532,941	14,872,347	-	(14,583,841)	14,821,447
Depreciable capital assets:					
Building	26,962,077	-	-	-	26,962,077
Building improvements	12,931,350	-	-	-	12,931,350
Buses	35,125,516	-	-	12,735,207	47,860,723
Machinery and equipment	7,667,804	-	-	1,798,883	9,466,687
Furniture and fixtures	1,502,563	-	-	49,751	1,552,314
Infrastructure	1,010,673	-	-	-	1,010,673
Total capital assets, being depreciated	85,199,983	-	-	14,583,841	99,783,824
Less accumulated depreciation:	(49,867,598)	(5,205,091)	-	-	(55,072,689)
Net depreciable capital assets:	35,332,385	(5,205,091)	-	14,583,841	44,711,135
Total capital assets, net	\$ 49,865,326	\$ 9,667,256	\$ -	\$ -	\$ 59,532,582

The GTrans Enterprise Fund of the City of Gardena
Notes to the Financial Statements (Continued)
For the Years Ended June 30, 2021 and 2020

Note 4 – Capital Assets (Continued)

Summary of changes in capital assets of the GTrans for the year ended June 30, 2020 is as follows:

	Balance July 1, 2019	Additions	Deletions	Reclassification	Balance June 30, 2020
Nondepreciable assets:					
Land	\$ 12,956,405	\$ -	\$ -	\$ -	\$ 12,956,405
Construction in progress	706,959	1,959,182		(1,089,605)	1,576,536
Total nondepreciable assets	13,663,364	1,959,182	-	(1,089,605)	14,532,941
Depreciable capital assets:					
Building	26,962,077	-	-	-	26,962,077
Building improvements	12,931,350	-	-	-	12,931,350
Buses	36,427,380	-	(1,507,100)	205,236	35,125,516
Machinery and equipment	6,891,021	-	(107,503)	884,286	7,667,804
Furniture and fixtures	1,514,962	-	(12,482)	83	1,502,563
Infrastructure	1,010,673	-	-	-	1,010,673
Total capital assets, being depreciated	85,737,463	-	(1,627,085)	1,089,605	85,199,983
Less accumulated depreciation:	(46,821,668)	(4,673,015)	1,627,085	-	(49,867,598)
Net depreciable capital assets:	38,915,795	(4,673,015)	-	1,089,605	35,332,385
Total capital assets, net	\$ 52,579,159	\$ (2,713,833)	\$ -	\$ -	\$ 49,865,326

Depreciation expenses of the GTrans were in the amounts of \$5,205,091 and \$4,673,015 for the years ended June 30, 2021 and 2020.

Note 5 – Unearned Revenues

Unearned revenues represent excess operating and excess capital assistance. The following represents the amounts at June 30, 2021 and 2020:

	2021	2020
State of California Emergency Management Agency	\$ 178,808	\$ 181,496
Proposition A - Local Return	4,458,073	4,136,577
Proposition A - Fare Subsidy	2,284,462	-
Measure R - Local Return	4,127,926	4,127,925
Measure R - Bus Operations	2,844,769	2,844,769
Measure R - Capital	361,499	361,499
California Department of Transportation - Low Carbon Transit Operation Program	290,402	288,214
Others	77,299	82,624
Proposition 1B - Public Transportation Modernization		
Improvement and Service Enhancement Account ("PTMISEA")	-	1,455,525
Total	\$ 14,623,238	\$ 13,478,629

The GTrans Enterprise Fund of the City of Gardena
Notes to the Financial Statements (Continued)
For the Years Ended June 30, 2021 and 2020

Note 6 – Long-Term Liabilities

Summary of changes in long-term liabilities of the GTrans for the year ended June 30, 2021 and June 30, 2020 are as follows:

	Balance July 1, 2020	Additions	Deletions	Balance June 30, 2021	Due within One Year	Due in more One Year
2020 Taxable Pension Obligation						
Bonds - publicly offered	\$ -	\$ 21,306,850	\$ (44,080)	\$ 21,262,770	\$ 628,650	\$ 20,634,120
Compensated absences	1,524,411	1,076,976	(1,096,352)	1,505,035	301,007	1,204,028
Total	\$ 1,524,411	\$ 22,383,826	\$ (1,140,432)	\$ 22,767,805	\$ 929,657	\$ 21,838,148

	Balance July 1, 2019	Addition	Deletion	Balance June 30, 2020	Due within One Year	Due in more One Year
Compensated absences	\$ 1,364,988	\$ 1,793,047	\$ (1,096,352)	\$ 1,524,411	\$ 304,882	\$ 1,219,529
Total	\$ 1,364,988	\$ 1,793,047	\$ (1,096,352)	\$ 1,524,411	\$ 304,882	\$ 1,219,529

2020 Taxable Pension Obligation Bonds – Original Issuance \$101,490,000 (\$22,296,415 for Business-Type Activities)

In November 2020, the City issued the Taxable Pension Obligation Bonds, Series 2020 in the amount of \$101,490,000. The purpose of the bonds was to finance a portion of the City's unfunded accrued actuarial liability to the California Public Employees' Retirement System (CalPERS) for the benefit of the City's employees and to pay the costs of issuance of the bonds. Of the original \$101,490,000 of bond principal issued \$21,306,850 was allocated to GTrans.

The bonds accrue interest at rates between 1.081% and 3.363%. Interest on the bonds is payable semiannually on each April 1 and October 1, commencing April 1, 2022. Principal payments are due in annual installments ranging from \$210,000 and \$7,525,000, commencing April 1, 2021 through April 1, 2039. The bonds are not subject to optional and mandatory redemption prior to maturity. The bond debt service payments will be made from the debt service funds.

Compensated Absences

All vested vacation and compensatory leave time are recognized as an expense and as a liability in the business-type funds at the time the liability vests. GTrans funds have been used to liquidate the liability. The balance outstanding at June 30, 2021 and 2020 was \$1,505,035 and \$1,524,411, respectively.

Note 7 – Employees' Retirement Plan

General Information about the Pension Plan

Plan Description

The GTrans participates in the City's pension plan. The City contributes to the California Public Employees Retirement System ("CalPERS") miscellaneous plan, an agent multiple-employer defined benefit pension plan. CalPERS acts as a common investment and administrative agent for participating public entities within the State of California. Benefit provisions and all other requirements are established by state statute and City ordinance. A full description of the pension plan regarding number of employees covered, benefit provisions, assumptions (for funding, but not accounting purposes), and membership information are listed in the Annual Actuarial Valuation Report. This report and CalPERS' audited financial statements are publicly available reports that can be obtained at CalPERS' website under Forms and Publications (www.calpers.ca.gov/page/forms-publications).

The GTrans Enterprise Fund of the City of Gardena
Notes to the Financial Statements (Continued)
For the Years Ended June 30, 2021 and 2020

Note 7 – Employees’ Retirement Plan (Continued)

General Information about the Pension Plan (Continued)

Benefit Provided

CalPERS provides retirement and disability benefits, annual cost-of-living adjustments, and death benefits to plan members and beneficiaries. A classic CalPERS member becomes eligible for service retirement upon attainment of age 50 with at least 5 years of credited service. PEPRA miscellaneous members become eligible for service retirement upon attainment of age 52 with at least 5 years of service. The service retirement benefit is a monthly allowance equal to the product of the benefit factor, years of service, and final compensation. The final compensation is the monthly average of the member’s highest 36 or 12 consecutive months’ full-time equivalent monthly pay. Retirement benefits for classic miscellaneous employees are calculated as 2% of average final 12 months compensation. Retirement benefits for PEPRA miscellaneous employees are calculated as 2% of the average final 36 months compensation.

Benefit Provided

Participant is eligible for non-industrial disability retirement if the participant becomes disabled and has at least 5 years credited service. There is no special age requirement. The standard non-industrial disability retirement benefit is a monthly allowance equal to 1.8 percent of final compensation, multiplied by service.

Industrial disability benefits are not offered to miscellaneous employees.

An employee's beneficiary may receive the basic death benefit if the employee becomes deceased while actively employed. The employee must be actively employed with the City to be eligible for this benefit. An employee's survivor who is eligible for any other pre-retirement death benefit may choose to receive that death benefit instead of this basic death benefit. The basic death benefit is a lump sum in the amount of the employee's accumulated contributions, where interest is currently credited at 7.65 percent per year, plus a lump sum in the amount of one month's salary for each completed year of current service, up to a maximum of six months' salary. For purposes of this benefit, one month's salary is defined as the member's average monthly full-time rate of compensation during the 12 months preceding death. Upon the death of a retiree, a one-time lump sum payment of \$500 will be made to the retiree’s designated survivor(s), or to the retiree’s estate.

Benefit terms provide for annual cost-of-living adjustments to each employee’s retirement allowance. Beginning the second calendar year after the year of retirement, retirement and survivor allowances will be annually adjusted on a compound basis by 2 percent.

Employees Covered by Benefit Terms

At June 30, 2020 and 2019, the valuation dates, the following employees were covered by the benefit terms under the City’s miscellaneous plan:

	<u>2020</u>	<u>2019</u>
Active employees	135	108
Transferred and terminated employees	20	21
Retired Employees and Beneficiaries	44	42
Total	<u>199</u>	<u>171</u>

The GTrans Enterprise Fund of the City of Gardena
Notes to the Financial Statements (Continued)
For the Years Ended June 30, 2021 and 2020

Note 7 – Employees’ Retirement Plan (Continued)

General Information about the Pension Plan (Continued)

Contributions

Section 20814(c) of the California Public Employees’ Retirement Law (“PERL”) requires that the employer contribution rates for all public employers are determined on an annual basis by the actuary and shall be effective on the July 1 following notice of a change in the rate. The total plan contributions are determined through CalPERS’ annual actuarial valuation process. The actuarially determined rate is the estimated amount necessary to finance the costs of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability. The employer is required to contribute the difference between the actuarially determined rate and the contribution rate of employees. For the measurement periods ended June 30, 2020 and 2019, the employer’s contribution rates were 8.860% and 8.428%, respectively. The active classic miscellaneous employee contribution rate was 7% of annual pay and the active PEPRM miscellaneous employee contribution rate was 6.75% of annual pay.

Net Pension Liability

Actuarial Methods and Assumption Used to Determine Total Pension Liability

For the measurement periods ended June 30, 2020 and 2019, the total pension liability was determined by rolling forward the June 30, 2019 and 2018 total pension liability. The June 30, 2020 and the June 30, 2019 total pension liabilities were based on the following actuarial methods and assumptions:

Actuarial Cost Method	Entry Age Normal
Actuarial Assumptions:	
Discount Rates	7.15%
Inflation	2.625%
Salary Increases	Varies by Entry Age and Service
Investment Rate of Return	7.25% includes inflation
Mortality Rate Table ¹	Derived using CalPERS's Membership Data for all Funds.
Post Retirement Benefit Increase	In 2020, the lesser of contract COLA or 2.00% until Purchasing Power Protection allowance floor on purchasing power applies, 2.50% thereafter In 2019, contract COLA up to 2.50% until Purchasing Power Protection Allowance Floor on Purchasing Power applies, 2.50% thereafter.

¹ The mortality table used in 2020 was developed based on CalPERS-specific data. The probabilities of mortality are based on the 2017 CalPERS Experience Study for the period from 1997 to 2015. Pre-retirement and Post-retirement mortality rates include 15 years of projected mortality improvement using 90% of Scale MP-2016 published by the Society of Actuaries. For more details on this table, please refer to the CalPERS Experience Study and Review of Actuarial Assumptions report from December 2017 that can be found on the CalPERS website.

The mortality table used in 2019 was developed based on CalPERS-specific data. The table includes 15 years of mortality improvements using the Society of Actuaries Scale 90% of scale MP 2016. For more details on this table, please refer to the December 2017 experience study report (based on CalPERS demographic data from 1997 to 2015) that can be found on the CalPERS website.

Change of Assumptions

In 2019 and 2020, there were no changes in assumptions. In 2018, demographic assumptions and inflation rate were changed in accordance to the CalPERS Study and Review of Actuarial Assumptions December 2017. There were no changes in the discount rate.

The GTrans Enterprise Fund of the City of Gardena
Notes to the Financial Statements (Continued)
For the Years Ended June 30, 2021 and 2020

Note 7 – Employees’ Retirement Plan (Continued)

General Information about the Pension Plan (Continued)

Long-term Expected Rate of Return

The long-term expected rate of return on pension plan investments was determined using a building-block method in which expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class.

In determining the long-term expected rate of return, CalPERS took into account both short-term and long-term market return expectations as well as the expected pension fund cash flows. Using historical returns of all of the funds’ asset classes, expected compound (geometric) returns were calculated over the short-term (first 10 years) and the long-term (11+ years) using a building-block approach. Using the expected nominal returns for both short-term and long-term, the present value of benefits was calculated for each fund. The expected rate of return was set by calculating the rounded single equivalent expected return that arrived at the same present value of benefits for cash flows as the one calculated using both short-term and long-term returns. The expected rate of return was then set equal to the single equivalent rate calculated above and adjusted to account for assumed administrative expenses.

The expected real rates of return by asset class for 2020 and 2019 are as followed:

Asset Class ¹	Assumed Asset Allocation	Real Return Years 1 - 10 ²	Real Return Years 11+ ³
Global Equity	50.00%	4.80%	5.98%
Fixed Income	28.00%	1.00%	2.62%
Inflation Assets	0.00%	0.77%	1.81%
Private Equity	8.00%	6.30%	7.23%
Real Assets	13.00%	3.75%	4.93%
Liquidity	1.00%	0.00%	-0.92%
	<u>100.00%</u>		

¹ In the System's CAFR, Fixed Income is included in Global Debt Securities; Liquidity is included in Short-term Investments; Inflation Assets are included in both Global Equity Securities and Global Debt Securities.

² An expected inflation of 2.00% used for this period.

³ An expected inflation of 2.92% used for this period.

Discount Rate

The discount rate used to measure the June 30, 2020 and 2019 total pension liability was 7.15%. The projection of cash flows used to determine the discount rate assumed that contributions from plan members will be made at the current member contribution rates and that contributions from employers will be made at statutorily required rates, actuarially determined. Based on those assumptions, the Plan’s fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

The GTrans Enterprise Fund of the City of Gardena
Notes to the Financial Statements (Continued)
For the Years Ended June 30, 2021 and 2020

Note 7 – Employees’ Retirement Plan (Continued)

Changes in the Net Pension Liability

Proportionate Share of Net Pension Liability

The GTrans’ proportionate share of net pension liability of the City’s miscellaneous plan is determined by the City’s CalPERS long term projected contribution made by the GTrans over the total miscellaneous plan contribution. The following table shows the GTrans’ proportionate share of the City’s miscellaneous plan net pension liability over the measurement periods ended June 30, 2020 and 2019.

	Increase (Decrease)		
	Total Pension Liability	Plan Fiduciary Net Position	Net Pension Liability
	(a)	(b)	(c) = (a) - (b)
Balance at June 30, 2019 (Valuation Date)	\$ 80,283,669	\$ 59,631,554	\$ 20,652,115
Balance at June 30, 2020 (Measurement Date)	85,925,770	63,203,628	22,722,142
Net Changes during 2019-2020	5,642,101	3,572,074	2,070,027

	Increase (Decrease)		
	Total Pension Liability	Plan Fiduciary Net Position	Net Pension Liability
	(a)	(b)	(c) = (a) - (b)
Balance at June 30, 2018 (Valuation Date)	\$ 73,675,203	\$ 56,038,742	\$ 17,636,461
Balance at June 30, 2019 (Measurement Date)	80,283,669	59,631,554	20,652,115
Net Changes during 2018-2019	6,608,466	3,592,812	3,015,654

The GTrans’ proportionate shares of the net pension liabilities are as follows:

Measurement Date	2020	Measurement Date	2019
June 30, 2019	46.0548%	June 30, 2018	44.7920%
June 30, 2020	47.8000%	June 30, 2019	46.0548%
Change - Increase (Decrease)	<u>1.7452%</u>	Change - Increase (Decrease)	<u>1.2628%</u>

Sensitivity of the Net Pension Liability to Changes in the Discount Rate

The following presents the net pension liability of the Plan as of the measurement date of June 30, 2020 and 2019, calculated using the discount rate of 7.15%, as well as what the net pension liability would be if it were calculated using a discount rate that is 1 percentage-point lower (6.15%) or 1 percentage-point higher (8.15%) than the current rate:

	Plan's Net Pension Liability		
	Discount Rate - 1%	Current Discount Rate	Discount Rate + 1%
Measurement Date	(6.15%)	Rate (7.15%)	(8.15%)
June 30, 2020	\$ 33,796,377	\$ 22,722,142	\$ 13,569,996
June 30, 2019	\$ 31,013,292	\$ 20,652,115	\$ 12,080,868

The GTrans Enterprise Fund of the City of Gardena
Notes to the Financial Statements (Continued)
For the Years Ended June 30, 2021 and 2020

Note 7 – Employees’ Retirement Plan (Continued)

Changes in the Net Pension Liability

Pension Plan Fiduciary Net Position

Detailed information about the plan’s fiduciary net position is available in the separately issued CalPERS financial report.

Pension Expense and Deferred Outflows and Inflows of Resources Related to Pensions

For the measurement periods ended June 30, 2020 and 2019, the GTrans incurred a pension expense of \$3,018,652 and \$2,931,834, respectively.

As of measurement dates of June 30, 2020 and 2019, the GTrans had deferred outflows and deferred inflows of resources related to pensions as follows:

	Measurement Date			
	June 30, 2020		June 30, 2019	
	Deferred outflows of resources	Deferred inflows of resources	Deferred outflows of resources	Deferred inflows of resources
Contribution made after the measurement date	\$ 22,470,696	\$ -	\$ 1,993,187	\$ -
Difference between expected and actual experience	760,766	(206,950)	1,232,427	(29,964)
Changes in assumption	-	(53,153)	472,246	(153,638)
Net difference between projected and actual earning on pension plan investments	480,106	-	-	(296,841)
Total	<u>\$ 23,711,568</u>	<u>\$ (260,103)</u>	<u>\$ 3,697,860</u>	<u>\$ (480,443)</u>

The amounts above are net of outflows and inflows of resources recognized in the 2019-2020 and 2018-2019 measurement period expense, respectively.

The expected average remaining service lifetime (“EARSL”) is calculated by dividing the total future service years by the total number of plan participants (active, inactive, and retired). The EARSL for the miscellaneous plan for the 2019-2020 and 2018-2019 measurement periods is 3.7 and 3.5 years, which was obtained by dividing the total service years of 4,032 and 3,712 (the sum of remaining service lifetimes of the active employees) by 1,091 and 1,054 and (the total number of participants: active, inactive, and retired), respectively.

\$22,470,696 and \$1,993,187 reported as deferred outflows of resources related to pensions resulting from the GTrans’ portion of the City’s contributions subsequent to the measurement dates are recognized as a reduction of the net pension liability in the year ending June 30, 2022 and 2021. Other amounts reported as deferred outflows and deferred inflows of resources related to pensions will be recognized in the future pension expense as follows:

Deferred Outflows/ (Inflows) of Resources Miscellaneous Plan			
Year Ended June 30	2021	Year Ended June 30	2020
2021	\$ 117,463	2020	\$ 1,072,892
2022	337,766	2021	(61,230)
2023	267,878	2022	151,029
2024	257,662	2023	61,539
2025	-	2024	-
Thereafter	-	Thereafter	-
	<u>\$ 980,769</u>		<u>\$ 1,224,230</u>

The GTrans Enterprise Fund of the City of Gardena
Notes to the Financial Statements (Continued)
For the Years Ended June 30, 2021 and 2020

Note 8 – Net Other Postemployment Benefits Liability (“OPEB”)

General Information about the Pension Plan

Plan Description

The City provides retiree healthcare benefits for employees who retire simultaneously from CalPERS and the GTrans and who meet the qualifying criteria negotiated by the various GTrans labor groups. The OPEB plan is a single employer plan with a trust setup for GTrans but without a special funding situation, or nonemployer contribution entities. The GTrans offers insurance coverage from Kaiser Permanente and City’s self-insured PPO.

Miscellaneous employees hired prior to July 1, 2002 must be 55 years of age and have at least 13 years of full-time service with the GTrans. Effective July 1, 2002, miscellaneous (non-management) employees must have at least 20 years of full-time service to qualify.

The GTrans’ health plan year runs February through January with open-enrollment every January prior to the start of the new plan year. The monthly benefits paid by the GTrans is \$1,167 per month for the calendar years 2020 and 2021.

Eligibility

All of the Plan’s employees became participants in accordance with a negotiated Memorandum of Understanding (“MOU”) as negotiated by each group or bargaining unit. In order to receive benefits, eligible employees must meet the minimum requirements defined in their MOU. At June 30, 2020 and 2019, measurement date, the following numbers of participants were covered by the benefit terms:

Measurement date	June 30, 2020	June 30, 2019
Inactives currently receiving benefits	39	38
Inactives entitled to benefit payments	-	-
Active employees	120	112
Total	159	150

Contributions

The contribution requirements of plan members and the GTrans are established and may be amended by the City Council. The contribution required to be made is based on a pay-as-you-go basis (i.e., as medical insurance premiums become due). During the fiscal year ended June 30, 2021 and 2020, the GTrans contributed \$276,271 and \$272,358 for the retirees’ benefit payments.

Net OPEB Liability

The GTrans net OPEB liabilities were measured as of June 30, 2020, and 2019, and total liabilities used to calculate the net OPEB liabilities were determined by actuarial valuation as of June 30, 2020 and 2019, respectively.

The GTrans Enterprise Fund of the City of Gardena
Notes to the Financial Statements (Continued)
For the Years Ended June 30, 2021 and 2020

Note 8 – Net Other Postemployment Benefits Liability (“OPEB”) (Continued)

General Information about the Pension Plan (Continued)

Significant Actuarial Assumptions Used for Total OPEB Liability

The net OPEB liabilities, measured as of June 30, 2020 and 2019 were determined using the following actuarial assumptions:

Actuarial Cost Method	Entry Age Normal
Actuarial Assumptions:	
Actuarial Valuation Date	June 30, 2020
Contribution Policy	City began making contributions to CERBT #1 in 2019/20 on an ad-hoc basis
Discount Rate and Long-Term Expected Rate of Return	6.25% at June 30, 2021 Expected Agency contributions projected to keep sufficient plan assets
Inflation	2.50% annually
Mortality, Retirement, Disability, Termination	CalPERS 1997-2015 Experience Study
Mortality Improvement	Post-retirement mortality projected fully generational with Scale MP-2020
Salary Increases	Aggregate - 2.75%
Medical Trend	Non-Medicare - 5.85% for 2022, decreasing to an ultimate rate of 3.75% in 2076 Medicare - 6.5% for 2021, decreasing to an ultimate rate of 4.0% in 2076
Medical Plan at Retirement	Current actives pre-Medicare: 40% Kaiser, 60% City plan Current actives post-Medicare: 25% Kaiser, 75% City plan Current retirees: current election
Medical participation at Retirement	Currently covered: retiree - 100%, spouse - 50-100% based on the City Contribution. Currently waived: 10%

Discount Rate

The discount rates used to measure the June 30, 2020 and June 30, 2019 total OPEB liability were 6.25% and 6.75%, respectively. The fiduciary net position is projected to be sufficient to make projected benefit payments, and the plan assets are expected to be invested using the strategy to achieve the expected return.

The GTrans Enterprise Fund of the City of Gardena
Notes to the Financial Statements (Continued)
For the Years Ended June 30, 2021 and 2020

Note 8 – Net Other Postemployment Benefits Liability (“OPEB”) (Continued)

Net OPEB Liability (Continued)

Discount Rate (Continued)

For measurement dates June 30, 2020 and 2019, the target allocation and best estimates of arithmetic real rates of return for each major asset class are summarized in the following tables:

Asset Class	Target Allocation ¹ CERBT Strategy	Expected Real Rate of Return
Global Equity	59.00%	4.82%
Fixed Income	25.00%	1.47%
TIPS	5.00%	1.29%
Commodities	3.00%	0.84%
REITS	8.00%	3.76%
	100.00%	
Assumed Long-Term Rate of Inflation		2.75%
Expected Long-Term Net Rate of Return		2018: 6.75%
		2017: 6.78%
Discount Rate ²		6.75%

¹ Policy target effective October 1, 2018.

² The fiduciary net position is projected to be sufficient to make projected benefit payments, and the plan assets are expected to be invested using the strategy to achieve the expected return.

Change in Net OPEB Liability

The following tables show the GTrans’ Change in Net OPEB Liability over the measurement periods ended June 30, 2020 and 2021.

	2021		
	Increase (Decrease)		
	Total OPEB Liability (a)	Plan Fiduciary Net Position (b)	Net OPEB Liability (c) = (a) - (b)
Balance at June 30, 2019	\$ 10,311,986	\$ 4,332,030	\$ 5,979,956
Changes recognized for the measurement period:			
Service Cost	299,863	-	299,863
Interest on the total OPEB liability	706,976	-	706,976
Difference between expected and actual experience	(294,459)	-	(294,459)
Changes of assumptions	117,261	-	117,261
Contributions - employer	-	276,271	(276,271)
Net investment income	-	152,987	(152,987)
Benefits payment	(276,271)	(276,271)	-
Administrative expenses	-	(2,115)	2,115
Net changes during July 1, 2019 to June 30, 2020	553,370	150,872	402,498
Balance at June 30, 2020 (Measurement Date)	\$ 10,865,356	\$ 4,482,902	\$ 6,382,454

The GTrans Enterprise Fund of the City of Gardena
Notes to the Financial Statements (Continued)
For the Years Ended June 30, 2021 and 2020

Note 8 – Net Other Postemployment Benefits Liability (“OPEB”) (Continued)

Net OPEB Liability (Continued)

	Total OPEB Liability (a)	Plan Fiduciary Net Position (b)	Net OPEB Liability (c) = (a) - (b)
Balance at June 30, 2018	\$ 9,649,186	\$ 4,081,157	\$ 5,568,029
Changes recognized for the measurement period:			
Service Cost	291,129	-	291,129
Interest on the total OPEB liability	661,199	-	661,199
Difference between expected and actual experience	-	-	-
Changes of assumptions	-	-	-
Contributions - employer	-	289,528	(289,528)
Net investment income	-	251,747	(251,747)
Benefits payment	(289,528)	(289,528)	-
Administrative expenses	-	(874)	874
Net changes during July 1, 2018 to June 30, 2019	662,800	250,873	411,927
Balance at June 30, 2019 (Measurement Date)	\$ 10,311,986	\$ 4,332,030	\$ 5,979,956

Sensitivity of the net OPEB Liability to Changes in the Discount Rate

The following tables present the total OPEB liability of the GTrans, as well as what the GTrans’ total OPEB liability would be if it were calculated using a discount rate that is 1-percentage-point lower (5.25 percent) or 1-percentage-point higher (7.25 percent) than the current discount rate for measurement dates June 30, 2020, and is 1-percentage-point lower (5.75 percent) or 1-percentage-point higher (7.75 percent) than the current discount rate for measurement dates June 30, 2019.

Measurement Date	Plan's Net OPEB Liability		
	Discount Rate - 1% (5.25%)	Current Discount Rate (6.25%)	Discount Rate + 1% (7.25%)
June 30, 2020	\$ 7,918,954	\$ 6,382,454	\$ 5,117,319

Measurement Date	Plan's Net OPEB Liability		
	Discount Rate - 1% (5.75%)	Current Discount Rate (6.75%)	Discount Rate + 1% (7.75%)
June 30, 2019	\$ 7,432,008	\$ 5,979,956	\$ 4,782,996

The GTrans Enterprise Fund of the City of Gardena
Notes to the Financial Statements (Continued)
For the Years Ended June 30, 2021 and 2020

Note 8 – Net Other Postemployment Benefits Liability (“OPEB”) (Continued)

Net OPEB Liability (Continued)

Sensitivity of the Total OPEB Liability to Changes in the Health Care Cost Trend Rates

The following tables present the total OPEB liability of the GTrans, as well as what the GTrans’ total OPEB liability would be if it were calculated using healthcare cost trend rates that are 1-percentage-point lower or 1-percentage-point higher than the current healthcare cost trend rates for measurement dates June 30, 2020 and 2019.

Measurement Date	Plan's Net OPEB Liability		
	1% Decrease	Current Trend	1% Increase
June 30, 2020	\$ 4,949,154	\$ 6,382,454	\$ 8,164,778
June 30, 2019	\$ 4,552,937	\$ 5,979,956	\$ 7,753,475

OPEB Expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB

For the measurement periods ended June 30, 2020 and 2019, the GTrans recognized expense of \$721,386 and \$919,059, respectively. At June 30, 2021 and 2020, the GTrans reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

	2021		2020	
	Deferred outflows of resources	Deferred inflows of resources	Deferred outflows of resources	Deferred inflows of resources
Difference between expected and actual experience	\$ 189,636	\$ (258,106)	\$ 226,819	\$ -
Changes of assumptions	102,784	(225,158)	-	(269,306)
Net difference between projected and actual earnings on plan investments	127,710	-	21,970	-
Employer contributions made subsequent to the measurement date	272,358	-	276,271	-
Total	\$ 692,488	\$ (483,264)	\$ 525,060	\$ (269,306)

The expected average remaining service lifetime (“EARSL”) for the OPEB plan for the 2019-2020 and the 2018-2019 measurement periods is 8.1 years.

The \$272,358 and \$276,271 reported as deferred outflows of resources related to OPEB resulting from the GTrans’ contributions subsequent to the measurement date are recognized as a reduction of the net OPEB liability in the year ending June 30, 2022 and June 30, 2021. Other amounts reported as deferred outflows and deferred inflows of resources related to other postemployment benefits will be recognized in the future other postemployment benefits expense as follows:

Deferred Outflows/ (Inflows) of Resources		
Year Ending June 30	2021	Year Ending June 30
2021	\$ 4,773	2020
2022	4,772	2021
2023	3,772	2022
2024	(971)	2023
2025	(28,841)	2024
Thereafter	(46,639)	Thereafter
	<u>\$ (63,134)</u>	

The GTrans Enterprise Fund of the City of Gardena
Notes to the Financial Statements (Continued)
For the Years Ended June 30, 2021 and 2020

Note 9 – Capital Contributions

The following represents the different sources of capital contributions for the years ended June 30, 2021 and 2020:

	2021	2020
Proposition 1B - Security	\$ 5,153	\$ -
Proposition 1B - Security Bridge	145,666	99,689
Proposition 1B - PTMISEA	1,457,574	-
Proposition 1B - Capital Bridge	1,475,906	-
Municipal Operator Service Improvement Program ("MOSIP")	649,175	370,772
Federal Transit Assistance Funds	10,523,978	597,367
California Energy Commission	-	16,906
The Los Angeles County Metropolitan Transportation Authority:		
Information Technology Systems	258,414	171,805
Bus Signal	41,345	253,995
Fare Box	195,335	390,671
Mobile Source Air Pollution Reduction Review Committee ("MSRC")		
Natural Gas Infrastructure Program	20,857	61,793
Other	82,623	-
Total	\$ 14,856,026	\$ 1,962,998

Note 10 – Related Party Transactions

Certain general and administrative costs are allocated to the GTrans by the City based upon an approved cost allocation plan. Such allocated costs were \$2,305,675 and \$2,305,675 for the years ended June 30, 2021 and 2020, respectively. The GTrans also received revenue of \$89,679 and \$127,766 from the City for maintenance of City vehicles for the years ended June 30, 2021 and 2020, respectively.

Note 11 – Commitments & Contingencies

A. Lawsuits

The GTrans is presently involved in certain matters of litigation that have arisen in the normal course of conducting the GTrans' business. Management believes, based upon consultation with attorneys that these cases, in the aggregate, are not expected to result in a material adverse financial impact on the GTrans. Additionally, the GTrans' management believes that the GTrans' insurance programs are sufficient to cover any potential losses should an unfavorable outcome materialize.

B. Federal and State Grant Programs

The City participates in Federal and State grant programs for the GTrans, the principal of which are subject to program compliance audits pursuant to the Single Audit Act as amended and applicable State requirements. Accordingly, the City's compliance with applicable grant requirements will be established at a future date. The amount of expenditures which may be disallowed by the granting agencies cannot be determined at this time, although the GTrans management anticipates such amounts, if any, will be immaterial.

REQUIRED SUPPLEMENTARY INFORMATION (UNAUDITED)

The GTrans Enterprise Fund of the City of Gardena
Required Supplementary Information (Unaudited)
Schedule of the GTrans' Proportionate Share of the Net Pension Liability and Related Ratios
For the Years Ended June 30, 2021 and 2020

Last Ten Fiscal Years

California Public Employees' Retirement System ("CalPERS") - GTrans

Measurement Date	June 30, 2020	June 30, 2019	June 30, 2018	June 30, 2017	June 30, 2016
GTrans Proportion of the Net Pension Liability	<u>47.80000%</u>	<u>46.05480%</u>	<u>44.79196%</u>	<u>50.31818%</u>	<u>50.31818%</u>
GTrans's Proportionate Share of the Net Pension Liability	<u>\$ 22,722,142</u>	<u>\$ 20,652,115</u>	<u>\$ 17,636,461</u>	<u>\$ 19,931,911</u>	<u>\$ 16,916,479</u>
GTrans's Covered Payroll	<u>\$ 10,165,752</u>	<u>\$ 9,725,277</u>	<u>\$ 9,297,404</u>	<u>\$ 8,881,850</u>	<u>\$ 8,766,851</u>
GTrans's Proportionate Share of the Net Pension Liability as a Percentage of Its Covered Payroll	<u>223.52%</u>	<u>212.36%</u>	<u>189.69%</u>	<u>224.41%</u>	<u>192.96%</u>
GTrans's Proportionate Share of the Fiduciary Net Position as a Percentage of the Total Pension Liability	<u>73.56%</u>	<u>74.28%</u>	<u>76.06%</u>	<u>75.13%</u>	<u>76.80%</u>

¹ Historical information is presented only for measurement periods for which GASB 68 is available for periods after GASB 68 implementation in 2013-14.

Notes to Schedule:

Change in Benefit Terms: There were no changes in benefit terms.

Changes of Assumptions: In 2020 and 2019, there were no changes. In 2018, demographic assumptions and inflation rate were changed in accordance to the CalPERS Experience Study and Review of Actuarial Assumptions December 2017. There were no changes in the discount rate. In 2017, the discount rate reduced from 7.65 percent to 7.15 percent. In 2016, there were no changes. In 2015, amounts reported reflect an adjustment of the discount rate from 7.5 percent (net of administrative expense) to 7.65 percent (without a reduction for pension plan administrative expense).

The GTrans Enterprise Fund of the City of Gardena
Required Supplementary Information (Unaudited)
Schedule of the GTrans' Proportionate Share of the Net Pension Liability and Related Ratios (Continued)
For the Years Ended June 30, 2021 and 2020

Last Ten Fiscal Years

California Public Employees' Retirement System ("CalPERS") - GTrans

Measurement Date	June 30, 2015	June 30, 2014 ¹
GTrans Proportion of the Net Pension Liability	50.31818%	50.31818%
GTrans's Proportionate Share of the Net Pension Liability	\$ 12,394,309	\$ 10,288,210
GTrans's Covered Payroll	\$ 9,049,080	\$ 8,756,618
GTrans's Proportionate Share of the Net Pension Liability as a Percentage of Its Covered Payroll	136.97%	117.49%
GTrans's Proportionate Share of the Fiduciary Net Position as a Percentage of the Total Pension Liability	82.27%	84.97%

¹ Historical information is presented only for measurement periods for which GASB 68 is available for periods after GASB 68 implementation in 2013-14.

Notes to Schedule:

Change in Benefit Terms: There were no changes in benefit terms.

Changes of Assumptions: In 20 and 2019, there were no changes. In 2018, demographic assumptions and inflation rate were changed in accordance to the CalPERS Experience Study and Review of Actuarial Assumptions December 2017. There were no changes in the discount rate. In 2017, the discount rate reduced from 7.65 percent to 7.15 percent. In 2016, there were no changes. In 2015, amounts reported reflect an adjustment of the discount rate from 7.5 percent (net of administrative expense) to 7.65 percent (without a reduction for pension plan administrative expense).

The GTrans Enterprise Fund of the City of Gardena
Required Supplementary Information (Unaudited)
Schedule of Contributions - Pensions
For the Years Ended June 30, 2021 and 2020

Last Ten Fiscal Years

California Public Employees' Retirement System ("CalPERS") - GTrans					
Fiscal Year	2020-21¹	2019-20	2018-19	2017-18	2016-17
Actuarially determined contribution	\$ 2,102,021	\$ 1,993,187	\$ 1,651,631	\$ 1,517,116	\$ 1,329,405
Contributions in relation to the actuarially determined contribution	(22,470,696)	(1,993,187)	(1,651,631)	(1,517,116)	(1,329,405)
Contribution deficiency (excess)	<u>\$ (20,368,675)</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Covered Payroll ²	\$ 10,202,062	\$ 10,165,752	\$ 9,725,277	\$ 9,297,404	\$ 8,881,850
Contributions as a percentage of covered payroll ²	20.60%	19.61%	16.98%	16.32%	14.97%

¹ Historical information is presented only for measurement periods for which GASB 68 is available for periods after GASB 68 implementation in 2013-14.

² Covered payroll represented above is based on pensionable earnings.

Notes to Schedule:

Benefit Changes: There were no changes in benefit terms.

Changes of Assumptions: In 2020 and 2019, there were no changes. In 2018, demographic assumptions and inflation rate were changed in accordance to the CalPERS Experience Study and Review of Actuarial Assumptions December 2017. There were no changes in the discount rate. In 2017, the discount rate reduced from 7.65 percent to 7.15 percent. In 2016, there were no changes. In 2015, amounts reported reflect an adjustment of the discount rate from 7.5 percent (net of administrative expense) to 7.65 percent (without a reduction for pension plan administrative

The GTrans Enterprise Fund of the City of Gardena
Required Supplementary Information (Unaudited)
Schedule of Contributions - Pensions (Continued)
For the Years Ended June 30, 2021 and 2020

Last Ten Fiscal Years

California Public Employees' Retirement System ("CalPERS") - GTrans

Fiscal Year	2015-16	2014-15	2013-14
Actuarially determined contribution	\$ 1,163,588	\$ 1,014,203	\$ 819,390
Contributions in relation to the actuarially determined contribution	(1,163,588)	(1,014,203)	(819,390)
Contribution deficiency (excess)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Covered Payroll	\$ 8,766,851	\$ 9,049,080	\$ 8,756,818
Contributions as a percentage of covered payroll	13.27%	11.21%	9.36%

The GTrans Enterprise Fund of the City of Gardena
Required Supplementary Information (Unaudited)
Schedule of Changes in Net OPEB Liability and Related Ratios
For the Years Ended June 30, 2021 and 2020

Last Ten Fiscal Years

GTrans Retiree Healthcare Plan

Measurement period	2019-2020	2018-19	2017-18	2016-17 ¹
Total OPEB liability				
Service cost	\$ 299,863	\$ 291,129	\$ 238,960	\$ 232,000
Interest	706,976	661,199	629,344	598,000
Changes of benefit terms	-	-	-	-
Changes of assumptions	117,261	-	(357,602)	-
Differences between expected and actual experience	(294,459)	-	301,185	-
Benefit payments, including refunds	(276,271)	(289,528)	(494,701)	(462,000)
Other - funding rates used by benefits paid	-	-	-	190,000
Net change in total OPEB liability	553,370	662,800	317,186	558,000
Total OPEB liability - beginning of year	10,311,986	9,649,186	9,332,000	8,774,000
Total OPEB liability - end of year (a)	\$ 10,865,356	\$ 10,311,986	\$ 9,649,186	\$ 9,332,000
OPEB fiduciary net position				
Contributions - employer	\$ 276,271	\$ 289,528	\$ 4,516,245	\$ 462,000
Contributions - employee	-	-	-	-
Net investment income	152,987	251,747	60,118	-
Benefit payments, including refunds	(276,271)	(289,528)	(494,701)	(462,000)
Administrative expense	(2,115)	(874)	(505)	-
Other changes	-	-	-	-
Net change in plan fiduciary net position	150,872	250,873	4,081,157	-
Plan fiduciary net position - beginning of year	4,332,030	4,081,157	-	-
Plan fiduciary net position - end of year (b)	\$ 4,482,902	\$ 4,332,030	\$ 4,081,157	\$ -
Plan net OPEB liability - end of year (a) - (b)	\$ 6,382,454	\$ 5,979,956	\$ 5,568,029	\$ 9,332,000
Plan fiduciary net position as a percentage of the total OPEB liability	41.26%	42.01%	42.30%	0.00%
Covered payroll	\$ 10,811,701	\$ 9,798,690	\$ 10,316,000	\$ 9,759,000
Plan net OPEB liability as a percentage of covered payroll	59.03%	61.03%	53.97%	95.62%

¹ Historical information is presented only for measurement periods for which GASB 75 is available for periods after GASB 75 implementation in 2016-17.

Notes to Schedule:

Changes of Assumptions: In 2020, the discount rate changed from 6.75 percent to 6.25 percent and the inflation assumption was changed from 2.75 percent per year to 2.5 percent. In 2019, there are no changes of assumptions. In 2018, medical plan at retirement assumption updated, trend rate updated, demographic assumptions were updated to CalPERS 1997-2015 Experience Study and mortality improvement scale was updated to Scale MP-2018. In 2017, there were no changes.

Changes of benefit terms: There were no changes of benefit terms in 2020.

The GTrans Enterprise Fund of the City of Gardena
Required Supplementary Information (Unaudited)
Schedule of Contributions - Other Postemployment Benefits
For the Years Ended June 30, 2021 and 2020

Last Ten Fiscal Years

Fiscal Year	GTrans Retiree Healthcare Plan				
	2020-21	2019-20	2018-19	2017-18	2016-2017 ¹
Actuarially determined contribution	\$ 848,000	\$ 776,000	\$ 721,000	\$ 785,000	\$ 748,000
Contributions in relation to the actuarially determined contribution	(272,358)	(276,271)	(532,056)	(4,516,544)	(357,602)
Contribution deficiency (excess)	<u>\$ 575,642</u>	<u>\$ 499,729</u>	<u>\$ 188,944</u>	<u>\$ (3,731,544)</u>	<u>\$ 390,398</u>
Covered payroll	\$ 8,791,518	\$ 10,811,701	\$ 9,798,690	\$ 10,316,000	\$ 9,759,000
Contributions as a percentage of covered payroll	3.10%	2.56%	5.43%	43.78%	3.66%

¹ Historical information is presented only for measurement periods for which GASB 75 is available for periods after GASB 75 implementation in 2016-17.

Notes to Schedule:

The actuarial methods and assumptions used to set the actuarially determined contributions for Fiscal Year 2020-21 were derived from the June 30, 2019 funding valuation report.

Methods and assumptions used to determine contribution rates:

Actuarial cost method	Entry Age Normal Cost Method
Amortization method	Level percentage of payroll
Remaining amortization period	19 years fixed period for 2019-20
Asset valuation method	Investment gains and losses spread over 5-year rolling period
Discount rate	6.25%
General inflation	2.50%
Medical trend	Non-Medicare - 6.75% for 2021, decreasing to an ultimate rate of 3.75% in 2076. Medicare - 5.85% for 2021, decreasing to an ultimate rate of 3.75% in 2076.
Mortality	CalPERS 1997-2015 experience study.
Mortality improvement	Post-retirement mortality projected fully generational with Scale MP-2020.

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SUPPLEMENTARY INFORMATION

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The GTrans Enterprise Fund of the City of Gardena
Supplementary Information
For the Years Ended June 30, 2021 and 2020

Schedule of Farebox Recovery Ratio Calculation

The GTrans is subject to the provisions of TDA Section 99268.3 and must maintain a minimum fare ratio of 20%.

For the years ended June 30, 2021 and 2020, the GTrans' Farebox recovery ratios of operating revenues to operating expenses were as follows:

	2021	2020
Operating revenues:		
Passenger fares	\$ -	\$ 1,610,795
Local support:		
Proposition A - Local Return	906,676	1,111,517
Service charges for maintenance of City's vehicles	89,679	127,766
LACMTA - Metro Express Lanes Direct Allocation Funds	-	920,000
Proposition C - MOSIP	346,650	598,951
Other revenues	31,504	28,391
Total operating revenues	<u>\$ 1,374,509</u>	<u>\$ 4,397,420</u>
Operating expenses	\$ 29,407,148	\$ 31,456,223
Less: Depreciation expense	<u>(5,205,091)</u>	<u>(4,673,015)</u>
Total operating expenses, excluding depreciation	<u>\$ 24,202,057</u>	<u>\$ 26,783,208</u>
Farebox recovery ratio*	<u>6%</u>	<u>16%</u>

* Assembly Bill No. 90 was enacted to suspend the imposition of penalty on transit operator that does not maintain the required ratio of fare revenues to operating cost during the 2019-20 or 2020-21 fiscal years due to Covid-19 Pandemic.

The GTrans Enterprise Fund of the City of Gardena
Supplementary Information (Continued)
For the Years Ended June 30, 2021 and 2020

Schedules of Proceeds Received and Expended

Measure R

	<u>2021</u>	<u>2020</u>
Unexpended proceeds at beginning of the year	\$ 3,206,268	\$ 3,206,268
Proceeds received/expended:		
Measure R Allocation	-	2,416,633
Interest income	-	58,181
Expense incurred	-	(2,474,814)
Unexpended proceeds at end of the Year	<u>\$ 3,206,268</u>	<u>\$ 3,206,268</u>

PTMISEA

	<u>2021</u>	<u>2020</u>
Unexpended proceeds at beginning of the year	\$ 1,455,525	\$ 1,437,338
Proceeds received:		
PTMISEA allocation	-	-
Interest income	-	18,187
Expense incurred	(1,455,525)	-
Unexpended proceeds at end of the Year	<u>\$ -</u>	<u>\$ 1,455,525</u>

City of Gardena Family Child Care Program

Gardena, California

Independent Auditors' Reports and Financial Statements

For the Year Ended June 30, 2021



**City of Gardena Family Child Care Program
For the Year Ended June 30, 2021**

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**City of Gardena Family Child Care Program
For the Year Ended June 30, 2021**

General Information

Name of Agency

City of Gardena
Recreation and Human Services Department
1651 West 162nd Street
Gardena, California 90247

Program Numbers

19-02180-00-0 (CCTR-0080)

Director of Recreation and Human Services Department

Stephany Santin

City Manager

Clint Osorio

Period Covered

The Fiscal Year Ended June 30, 2021

Days of Operation

252

Hours of Operation

Family day care homes' hours are slightly flexible, generally opening at 6:00 am and closing at 6:00 pm.

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INDEPENDENT AUDITORS' REPORT

To the Honorable Mayor and the Members of the City Council
of the City of Gardena
Gardena, California

Report on the Financial Statements

We have audited the accompanying financial statements of the City of Gardena, California (the "City") Family Child Care Program (the "Program"), as of and for the year ended June 30, 2021, and the related notes to the financial statements, as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the City's preparation and fair presentation of the Program's financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control over the Program. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the Program's financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Program as of June 30, 2021, and the changes in its financial position thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

200 E. Sandpointe Ave., Suite 600, Santa Ana, California 92707

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www.pungroup.cpa

Emphasis of Matter

As discussed in Note 1, the financial statements present only the Program and do not purport to, and do not, present fairly the financial position of the City of Gardena, California, as of June 30, 2021, the changes in its financial position, or where applicable, its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America. Our opinion is not modified with respect to this matter.

Other Matters

Required Supplementary Information

Management has omitted Management's Discussion and Analysis and budgetary comparison information that accounting principles generally accepted in the United States of America require to be presented to supplement the basic financial statements. Such missing information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. Our opinion on the basic financial statements is not affected by this missing information.

Other Information

Our audit was conducted for the purpose forming an opinion on the financial statements of the Program. The Supplementary Information and General Information are presented for purposes of additional analysis and are not a required part of the financial statements of the Program.

The Supplementary Information consists of the Reserve Fund Calculation – Center Based Program, the Schedule of Administrative Expenditures by State Categories, the Audited Attendance and Fiscal Report for Child Development Programs, the Audited Reserve Account Activity Report, the Schedule of Renovation and Repair Expenditures Utilizing Contract Funds, and the Schedule of Equipment Expenditures Utilizing Contract Funds and are the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the Program's financial statements. Such information has been subjected to the auditing procedures applied in the audit of the Program's financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the Reserve Fund Calculation – Center Based Program, the Schedule of Administrative Expenditures by State Categories, the Audited Attendance and Fiscal Report for Child Development Programs, the Audited Reserve Account Activity Report, the Schedule of Renovation and Repair Expenditures Utilizing Contract Funds, and the Schedule of Equipment Expenditures Utilizing Contract Funds are fairly stated, in all material respects, in relation to the Program's financial statements as a whole.

The General Information has not been subjected to the auditing procedures applied in the audit of the basic financial statements, and accordingly, we do not express an opinion or provide any assurance on it.

To the Honorable Mayor and the Members of the City Council
of the City of Gardena
Gardena, California
Page 3

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated November 12, 2021, on our consideration of the City's internal control over the Program's financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control over Program's financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over the Program's financial reporting and compliance.

The PwC Group, LLP

Santa Ana, California
November 12, 2021

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**REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE
(INCLUDING THOSE CONTAINED IN THE *CDE AUDIT GUIDE*) AND OTHER MATTERS
BASED ON AN AUDIT OF THE PROGRAM'S FINANCIAL STATEMENTS PERFORMED IN
ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS***

Independent Auditors' Report

To the Honorable Mayor and the Members of the City Council
of the City of Gardena
Gardena, California

We have audited, in accordance with auditing standards generally accepted in the United States of America, the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and *California Department of Education Audit Guide* (the "*CDE Audit Guide*"), issued by the California Department of Education, the financial statements of the City of Gardena, California (the "City") Family Child Care Program (the "Program"), as of and for the year ended June 30, 2021, and the related notes to the financial statements, and have issued our report thereon dated November 12, 2021.

Internal Control Over Financial Reporting

In planning and performing our audit of the Program's financial statements, we considered the City's internal control over the Program's financial reporting ("internal control") to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the Program's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

To the Honorable Mayor and the Members of the City Council
of the City of Gardena
Gardena, California
Page 2

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Program's financial statements are free of material misstatement, we performed tests of the its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* and the *CDE Audit Guide* in considering the City's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

A handwritten signature in black ink that reads "The Per Group, LLP". The signature is written in a cursive, flowing style.

Santa Ana, California
November 12, 2021

**REPORT ON COMPLIANCE FOR THE FAMILY CHILD CARE PROGRAM
REQUIRED BY CALIFORNIA DEPARTMENT OF EDUCATION AUDIT GUIDE
AND REPORT ON INTERNAL CONTROL OVER COMPLIANCE**

Independent Auditors' Report

To the Honorable Mayor and the Members of the City Council
of the City of Gardena
Gardena, California

Report on Compliance for Family Child Care Program Required by California Department of Education

We have audited the City of Gardena, California's (the "City") compliance with the compliance requirements in the *California Department of Education ("CDE") Audit Guide*, issued by the California Department of Education, applicable to the City's Family Child Care Program (the "Program") for the year ended June 30, 2021.

Management's Responsibility

Compliance with the requirements referred to above is the responsibility of the City's management.

Auditors' Responsibility

Our responsibility is to express an opinion on the City's compliance based on our audit.

We conducted our audit of compliance in accordance with auditing standards accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States; and the *CDE Audit Guide*, issued by the California Department of Education. Those standards and the *CDE Audit Guide* require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the compliance requirements referred to above that could have a material effect on the Program. An audit includes examining, on a test basis, evidence about the City's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion. However, our audit does not provide a legal determination of the City's compliance with these requirements.

Opinion

In our opinion, the City complied, in all material respects, with the compliance requirements referred to above that are applicable to the Family Child Care Program for the year ended June 30, 2021.

Report on Internal Control Over Compliance

Management of City is responsible for establishing and maintaining effective internal control over compliance with the compliance requirements referred to above. In planning and performing our audit, we considered the City's internal control over compliance to determine the auditing procedures for the purpose of expressing our opinion on compliance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the City's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a compliance requirement on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a compliance requirement will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a compliance requirement that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing on internal control over compliance and the results of that testing based on the requirements of the *CDE Audit Guide*. Accordingly, this report is not suitable for any other purpose.

A handwritten signature in black ink that reads "The PwC Group, LLP". The signature is written in a cursive, flowing style.

Santa Ana, California
November 12, 2021

FINANCIAL STATEMENTS

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City of Gardena Family Child Care Program
Balance Sheet
June 30, 2021

ASSETS:

Cash and investments	\$ 185,965
Cash and investments - reserve fund	140,544
Accounts receivable	2,457
Due from other governments	38,651
Prepaid items	<u>1,673</u>
Total assets	<u>\$ 369,290</u>

LIABILITIES AND FUND BALANCE

LIABILITIES:

Accounts payable	\$ 176,431
Accrued liabilities	544
Salaries and benefits payable	<u>27,096</u>
Total liabilities	<u>204,071</u>

FUND BALANCE:

Restricted	<u>165,219</u>
Total fund balance	<u>165,219</u>
Total liabilities and fund balance	<u>\$ 369,290</u>

City of Gardena Family Child Care Program
Statement of Revenues, Expenditures, and Change in Fund Balance
For the Year Ended June 30, 2021

REVENUES:

Intergovernmental	\$ 2,508,015
Parent fees	24,735
Interest income	3,283
Total revenues	<u>2,536,033</u>

EXPENDITURES:

Current:

Salaries	451,550
Employee benefits	159,411
Books and supplies	87,681
Services, building and occupancy	59,297
Payments to providers	1,707,649
Other operating expenditures	75,794
Total expenditures	<u>2,541,382</u>

NET CHANGE IN FUND BALANCE	(5,349)
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FUND BALANCE:

Beginning of Year	<u>170,568</u>
End of Year	<u><u>\$ 165,219</u></u>

NOTES TO THE FINANCIAL STATEMENTS

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City of Gardena Family Child Care Program
Notes to the Financial Statements
For the Year Ended June 30, 2021

Note 1 – Summary of Significant Accounting Policies

A. Reporting Entity

The accompanying financial statements of the City of Gardena, California (the “City”) Family Child Care Program (the “Program”) includes the financial activities of the City’s child care program. The financial operations of the Program are accounted for in the Family Child Care Fund (the “Fund”) of the City. The City’s child care program provides funding to child care facilities for children that are ages infant to twelve years.

B. Measurement Focus Basis of Accounting

The financial statements are prepared in accordance with accounting principles generally accepted in the United States of America (“U.S. GAAP”) and to meet the requirements of the California Department of Education (“CDE”).

The Program’s financial activities are reported using “current financial resources” measurement focus and the modified accrual basis of accounting where revenues are recognized in the accounting period in which they become measurable and available to pay liabilities of the current period. Revenues considered susceptible to accrual include charges for services, federal and state grants and interest. For these purposes, the Program considers revenues to be available if they are collected within 60 days of the end of the current fiscal year. Expenditures are recognized in the accounting period in which the liability is incurred.

The accompanying financial statements are not intended to and does not present the financial position or results of operations of the City. It also is not intended to be a complete presentation of the changes in financial position of the Program.

C. Cash and Investments

The Program’s cash is pooled with the City’s internal investment pool, which is considered to be cash on hand, demand deposits, and short-term investments with original maturity of three months or less from the date of acquisition.

D. Prepaid items

Certain payments to vendors reflect costs applicable to future accounting periods and are reported as prepaid items in the financial statements.

E. Deferred Inflows of Resources

In addition to liabilities, the governmental fund balance sheet will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of fund balance that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The Program has one item reported in this category. The item arises only under a modified accrual basis of accounting for unavailable revenue. The governmental funds report unavailable revenues from one source: grant revenues. This amount is deferred and recognized as an inflow of resources in the period that the amounts become available.

City of Gardena Family Child Care Program
Notes to the Financial Statements (Continued)
For the Year Ended June 30, 2021

Note 1 – Summary of Significant Accounting Policies (Continued)

F. Fund Balance

The Program only has restricted fund balance as defined below:

Restricted – Restricted fund balances encompass the portion of net fund resources subject to externally enforceable legal restrictions. This includes externally imposed restrictions by creditors, grantors, laws or regulations of other governments, as well as restrictions imposed by law through constitutional provisions or enabling legislation.

G. Use of Estimates

The preparation of the financial statements is prepared in accordance with U.S. GAAP and it requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Note 2 – Cash and Investments

The Program's share of the City's cash and investments at June 30, 2021 was \$326,509.

Cash is deposited in the City's internal investment pool, which is reported at the amortized cost. The Program does not own specifically identifiable securities in the City's pool. Interest income is allocated based on average cash balances. Investment policies and associated risk factors applicable to the Program are those of the City and are included in the City's basic financial statements.

Note 3 – Reserve Fund

Child development contractors with the CDE are allowed to maintain a reserve account from earned but unexpended child development contract funds. Only direct service child development programs that are funded under contract with the CDE can expend the funds. In accordance with the stipulations of the Education Code, the Program maintains its reserve account in an interest-bearing account, and all interest earned is recorded in the appropriate reserve fund. at June 30, 2021, the Reserve Fund amounted to \$140,544. Upon termination of all child care contracts between the City and CDE, the reserve fund balance must be returned to CDE.

A reserve fund is restricted for child development programs, but may be applied to any contracts that are eligible to contribute to that particular program type.

Note 4 – Parent Fees

Parent fees of \$24,735 in 2021 represent the portion of child care expenses that are paid by parents who do not qualify for the full subsidy. The parents pay the Program directly for their portion of the child care expenses.

City of Gardena Family Child Care Program
Notes to the Financial Statements (Continued)
For the Year Ended June 30, 2021

Note 5 – Child Development Contracts

The Program contracts with the CDE to conduct a child development program. Program reimbursement is the lesser of allowable costs incurred and a maximum funding amount. For the year ended June 30, 2021, the Program earned \$2,541,382 (excluding the \$28,018 of parent fees and interest income) of the maximum contract amount of \$2,818,469 from contract number CCTR-0080. The program reported total program revenues in the amount of \$2,508,015 from contract numbers CCTR-0080 for the year ended June 30, 2021.

The Program had the following grant expenditures and corresponding grant receipts for the year ended June 30, 2021 for contract numbers CCTR-0080:

	Contract Number	Grant Award Amount	Grant Revenues Earned	Grant Revenues Recognized	Parent Fees, Miscellaneous, and Interest Income	Grant Expenditures
Federal Grants:						
Child Development	CCTR-0080	\$ 799,954	\$ 739,858	\$ 711,840	\$ 28,018	\$ 739,858
Total federal grants		<u>799,954</u>	<u>739,858</u>	<u>711,840</u>	<u>28,018</u>	<u>739,858</u>
State Grants:						
Child Development	CCTR-0080	2,018,515	1,801,524	1,796,175	-	1,801,524
Total state grants		<u>2,018,515</u>	<u>1,801,524</u>	<u>1,796,175</u>	<u>-</u>	<u>1,801,524</u>
Total		<u>\$ 2,818,469</u>	<u>\$ 2,541,382</u>	<u>\$ 2,508,015</u>	<u>\$ 28,018</u>	<u>\$ 2,541,382</u>

Note 6 – Pension Plan

The Program, as part of the City, contributes to the California Public Employees Retirement System (“CalPERS”), an agent multiple-employer defined benefit pension plan. CalPERS acts as a common investment and administrative agent for participating public entities within the State of California. The Program is charged by the City for its share of pension contributions based upon rates established by CalPERS for the City’s general employees. For the year ended June 30, 2021, the Program reported \$77,381 in pension contribution, including unfunded accrued liability contribution allocated to the Program.

For more detailed information about the City’s CALPERS pension plan, refer to the City’s 2021 Annual Comprehensive Financial Report.

Note 7 – Indirect Cost Allocation

Certain general and administrative costs are allocated to the Program by the City. The City’s indirect cost rate of 10% was determined through a cost allocation plan and met the CDE maximum allowed rate.

For the year ended June 30, 2021, the indirect cost allocated to the Program amounted to \$75,794.

City of Gardena Family Child Care Program
Notes to the Financial Statements (Continued)
For the Year Ended June 30, 2021

Note 8 – Self-Insurance Program

The Program is part of the City's self-insurance program for state unemployment insurance and employee long-term disability. The City is self-insured for the first \$500,000 on each workers' compensation claims, and \$750,000 on each general liability claim against the City. During the year ended June 30, 2021, the Program was not charged by the City's Self-Insurance Liability Fund for liability claims.

Note 9 – Commitments and Contingencies

The Program receives state and federal funds for child development services that are subject to review and audit by the grantors. Although such audits could result in disallowed expenditures under terms of the grants, it is believed that any repayments resulting from disallowances will not be material.

Note 10 – Reconciliation of Financial Statements to Form 9500

The following is the reconciliation of total intergovernmental revenue from the financial statements to Form 9500 for the year ended June 30, 2021:

	2021
Total net income (loss) per the financial statements	\$ (5,349)
Less: difference between contract amount and intergovernmental revenue received	310,454
Less: interest earned from reserve account	(1,022)
Net adjustments	309,432
Transfer to reserve	<u>\$ 304,083</u>

Note 11 – Reconciliation from Restricted Fund Balance to Reserve Ending Balance

The following is the reconciliation of restricted fund balance from the financial statements to Form 9530-A for the year ended June 30, 2021:

	2021
Restricted Fund Balance	\$ 165,219
Plus: Carryover reserve from prior year earned contract amount	(24,675)
Reserve Ending Balance	<u>\$ 140,544</u>

SUPPLEMENTARY INFORMATION

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City of Gardena Family Child Care Program
Vendor Number: 2180
Reserve Fund Calculation - Center Based Program
For the Year Ended June 30, 2021

	Reserve Amount
Project No. 19-02180-00-0 (Center Based)	
Contract No. CCTR-0080	
The allowable amount to transfer to (from) the Center Based Reserve Fund is the lesser of the following two calculations:	
1. $\frac{\$ 2,818,469}{\text{MRA}} + \frac{\$ 24,735}{\text{Parent fees}} + \frac{\$ 2,261}{\text{Interest}} - \frac{\$ 2,541,382}{\text{Net cost}} = \frac{\$ 304,083}{\text{Possible Reserve Amount}}$	
2. $(\frac{\$ 2,535,473}{\text{Service Earnings}} - \frac{\$ 24,735}{\text{Parent fees}} - \frac{\$ 2,261}{\text{Interest}}) - (\frac{\$ 2,541,382}{\text{Net cost}} - \frac{\$ 24,735}{\text{Parent fees}} - \frac{\$ 2,261}{\text{Interest}}) = \frac{\$ (5,909)}{\text{Possible Reserve Amount}}$	
Transfer to (from) reserve for the year ended June 30, 2021	<u><u>\$ 304,083</u></u>

City of Gardena Family Child Care Program
Schedule of Administrative Expenditures by State Categories
For the Year Ended June 30, 2021

		Center Based Program
		General Program CTTR-0080
2000	Classified salaries	\$ 123,013
	Total salaries	<u>123,013</u>
3000	Employee benefits	<u>34,915</u>
	Total employee benefits	<u>34,915</u>
	Postage	253
	Office supplies	<u>7,177</u>
4000	Total books and supplies	<u>7,430</u>
	Contract services	20,788
	Equipment maintenance	6,220
	Professional services	9,710
	Wireless Communications	532
	Dues and subscriptions	1,469
	Conferences and meetings	6,209
	Training & Education	1,194
	Rental charges	3,056
	Indirect costs	<u>75,794</u>
5000	Total contracted services and other operating expenditures	<u>124,972</u>
	Total administrative expenditures	<u><u>\$ 290,330</u></u>

California Department of Social Services

Audited Attendance and Fiscal Report for Child Development Programs

Fiscal Year Ending **June 30, 2021**

Contract Number **CCTR-0080**

Vendor Code **2180**

A U D 9500 v2 Page 1 of 8

Full Name of Contractor **City of Gardena**

Section 1 - Days of Enrollment Certified Children

	Column A Cumulative CDNFS 9500	Column B Audit Adjustments	Column C Cumulative per Audit	Column D Adjustment Factor	Column E Adjusted Days per Audit
Infants (up to 18 months) Full-time-plus				2.8792	0
Infants (up to 18 months) Full-time	1,749		1,749	2.4400	4,267.56
Infants (up to 18 months) Three-quarters-time	173		173	1.8300	316.59
Infants (up to 18 months) One-half-time				1.3420	0
Toddlers (18 up to 36 months) Full-time-plus	219		219	2.1240	465.156
Toddlers (18 up to 36 months) Full-time	8,332		8,332	1.8000	14,997.6
Toddlers (18 up to 36 months) Three-quarters-time	367		367	1.3500	495.45
Toddlers (18 up to 36 months) One-half-time				0.9900	0
Three Years and Older Full-time-plus	2,131		2,131	1.1800	2,514.58
Three Years and Older Full-time	20,868	19	20,887	1.0000	20,887
Three Years and Older Three-quarters-time	1,276	1	1,277	0.7500	957.75
Three Years and Older One-half-time	1,290		1,290	0.5500	709.5
Exceptional Needs Full-time-plus				1.8172	0
Exceptional Needs Full-time				1.5400	0
Exceptional Needs Three-quarters-time				1.1550	0
Exceptional Needs One-half-time				0.8470	0

Full Name of Contractor City of Gardena

Section 1 - Days of Enrollment Certified Children (continued)

	Column A Cumulative CDNFS 9500	Column B Audit Adjustments	Column C Cumulative per Audit	Column D Adjustment Factor	Column E Adjusted Days per Audit
Limited and Non-English Proficient Full-time-plus	276		276	1.2980	358.248
Limited and Non-English Proficient Full-time	4,507		4,507	1.1000	4,957.7
Limited and Non-English Proficient Three-quarters-time	245		245	0.8250	202.125
Limited and Non-English Proficient One-half-time	117		117	0.6050	70.785
At Risk of Abuse or Neglect Full-time-plus				1.2980	0
At Risk of Abuse or Neglect Full-time				1.1000	0
At Risk of Abuse or Neglect Three-quarters-time				0.8250	0
At Risk of Abuse or Neglect One-half-time				0.6050	0
Severely Disabled Full-time-plus				2.2774	0
Severely Disabled Full-time				1.9300	0
Severely Disabled Three-quarters-time				1.4475	0
Severely Disabled One-half-time				1.0615	0
TOTAL CERTIFIED DAYS OF ENROLLMENT	41,550	20	41,570	N/A	51,200.044
DAYS OF OPERATION	252		252	N/A	N/A
DAYS OF ATTENDANCE	31,636		31,636	N/A	N/A

☒ NO NON-CERTIFIED CHILDREN Check this box (omit pages 3-4) and continue to Revenue Section on page 5.

Full Name of Contractor City of Gardena

Section 3 - Revenue

	Column A Cumulative CDNFS 9500	Column B Audit Adjustments	Column C Cumulative per Audit
Restricted Income - Child Nutrition Programs			
Restricted Income - County Maintenance of Effort (EC Section 8279)			
Restricted Income - Other:			
Restricted Income - Subtotal			
Transfer From Reserve			
Waived Family Fees for Certified Children (July and August)	13,652		13,652
Family Fees Collected for Certified Children (September - June)	24,148	587	24,735
Waived Family Fees for Certified Children (September - June)	15,344	-1,094	14,250
Family Fees (September - June) - Subtotal	39,492	-507	38,985
Interest Earned on Child Development Apportionment Payments	1,402	859	2,261
Unrestricted Income - Fees for Non-Certified Children			
Unrestricted Income - Head Start			
Unrestricted Income - Other:			
Total Revenue	25,550	1,446	26,996

Comments:

Full Name of Contractor City of Gardena

Section 4 - Reimbursable Expenses

	Column A Cumulative CDNFS 9500	Column B Audit Adjustments	Column C Cumulative per Audit
Direct Payments to Providers (FCCH only)	1,707,649		1,707,649
1000 Certificated Salaries	80,641	1,183	81,824
2000 Classified Salaries	367,848	1,878	369,726
3000 Employee Benefits	159,414	-3	159,411
4000 Books and Supplies	83,934	3,747	87,681
5000 Services and Other Operating Expenses	57,721	1,576	59,297
6100/6200 Other Approved Capital Outlay			
6400 New Equipment (program-related)			
6500 Equipment Replacement (program-related)			
Depreciation or Use Allowance			
Start-up Expenses (service level exemption)			
Budget Impasse Credit			
Indirect Costs (include in Total Administrative Cost)	74,956	838	75,794
Non-Reimbursable (State use only)			
Total Reimbursable Expenses	2,532,163	9,219	2,541,382
Total Administrative Cost (included in Section 4 above)	296,267	-5,937	290,330
Total Staff Training Cost (included in Section 4 above)			

Approved Indirect Cost Rate: 10.0%

☒ NO SUPPLEMENTAL REVENUE / EXPENSES Check this box and omit page 7.

Full Name of Contractor City of Gardena

Section 7 - Summary

	Column A Cumulative CDNFS 9500	Column B Audit Adjustments	Column C Cumulative per Audit
Total Certified Days of Enrollment	41,550	20	41,570
Days of Operation	252		252
Days of Attendance	31,636		31,636
Restricted Program Income			
Transfer from Reserve			
Family Fees for Certified Children (September - June)	39,492	-507	38,985
Interest Earned on Child Development Apportionment Payments	1,402	859	2,261
Direct Payments to Providers	1,707,649		1,707,649
Start-up Expenses (service level exemption)			
Total Reimbursable Expenses	2,532,163	9,219	2,541,382
Total Administrative Cost	296,267	-5,937	290,330
Total Staff Training Cost			

Total Certified Adjusted Days of Enrollment 51,200.044

Total Non-Certified Adjusted Days of Enrollment 0

Independent auditor's assurances on agency's compliance with contract funding terms and conditions and program requirements of the California Department of Education, Early Learning and Care Division:

Eligibility, enrollment and attendance records are being maintained as required (select YES or NO from the drop-down box):

YES

Reimbursable expenses claimed on page 6 are eligible for reimbursement, reasonable, necessary, and adequately supported (select YES or NO from the drop-down box):

YES

Include any comments in the comments box on page 5. If necessary, attach additional sheets to explain adjustments.

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California Department of Social Services

Audited Reserve Account Activity Report

A U D 9530A Page 1 of 1

Fiscal Year End

June 30, 2021

Reserve Account Type

Center-Based

Vendor Code

2180

Full Name of Contractor City of Gardena

Section 1 - Prior Year Reserve Account Activity

1. Beginning Balance (2019-20 AUD 9530A Ending Balance)	123,105
2. Plus Transfers to Reserve Account:	Per 2019-20 Post-Audit CDNFS 9530
Contract No.CCTR-9077	16,417
Contract No.	
Contract No.	
Contract No.	
Contract No.	
Contract No.	
Total Transferred from 2019-20 Contracts to Reserve	16,417
3. Less Excess Reserve to be Billed	
4. Ending Balance per 2019-20 Post-Audit CDNFS 9530	139,522

Section 2 - Current Year (2020-21) Reserve Account Activity

	Column A CDNFS 9530A	Column B Audit Adjustments	Column C per Audit
5. Plus Interest Earned This Year on Reserve	1,022		1,022
6. Less Transfers to Contracts from Reserve:			
CSPP General-Contract No.			
CSPP General-Contract No.			
CSPP Professional Development-Contract No.			
CSPP Professional Development-Contract No.			
Subtotal CSPP Transfers			
Other Contract No.			
Other Contract No.			
Other Contract No.			
Other Contract No.			
Other Contract No.			
Subtotal Other Contract Transfers			
Total Transferred to Contracts from Reserve Account			
7. Ending Balance on June 30, 2021	140,544		140,544

COMMENTS - If necessary, attach additional sheets to explain adjustments.

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City of Gardena Family Child Care Program
Schedule of Renovation and Repair Expenditures Utilizing Contract Funds
For the Year Ended June 30, 2021

Expenditures Under \$10,000 Unit Cost			Expenditures Over \$10,000 Unit Cost With CDE Approval			Expenditures Over \$10,000 Unit Cost Without CDE Approval		
Cost		Item	Cost		Item	Cost		Item
\$	-	No renovation and repair expenditures using contract funds	\$	-	No renovation and repair expenditures using contract funds	\$	-	No renovation and repair expenditures using contract funds

City of Gardena Family Child Care Program
Schedule of Equipment Expenditures Utilizing Contract Funds
For the Year Ended June 30, 2021

Expenditures Under \$5,000 Unit Cost			Expenditures Over \$5,000 Unit Cost With CDE Approval		Expenditures Over \$5,000 Unit Cost Without CDE Approval	
Cost	Item		Cost	Item	Cost	Item
\$ -	No equipment purchases using contract funds		\$ -	Workspace furnitures	\$ -	No equipment purchases using contract funds



City of Gardena

Gardena City Council Meeting

AGENDA REPORT SUMMARY

Agenda Item No. 11.B
Section: DEPARTMENTAL
ITEMS - ADMINISTRATIVE
SERVICES
Meeting Date: December 14,
2021

TO: THE HONORABLE MAYOR AND MEMBERS OF THE GARDENA CITY COUNCIL

AGENDA TITLE: RESOLUTION NO. 6541, APPROVING THE APPLICATION FOR PER
CAPITA GRANT FUNDS

COUNCIL ACTION REQUIRED:

Staff Recommendation: Approve Resolution No. 6541

RECOMMENDATION AND STAFF SUMMARY:

The State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Per Capita Grant Program, setting up necessary procedures governing application processes.

These procedures established by the State Department of Parks and Recreation require the grantee's Governing Body to certify by resolution the approval of project application(s) before submission of said applications to the State. This application for \$215,103 will fund the resurfacing of the existing basketball courts at Rowley Park, one full size court and two half courts. Benches and signage will also be updated as needed.

Staff therefore recommends that the City Council adopt Resolution No. 6541 authorizing the application for Prop 68 Per Capita Funds.

FINANCIAL IMPACT/COST:

Grant funding of \$215,103

ATTACHMENTS:

[Resolution_6541_Prop_68_Per_Capita_Grant \(1\) COPY.pdf](#)

APPROVED:

Clint Osorio, City Manager

RESOLUTION NO. 6541

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
GARDENA, CALIFORNIA, APPROVING THE APPLICATION FOR
PER CAPITA GRANT FUNDS**

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Per Capita Grant Program, setting up necessary procedures governing application(s); and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the grantee's Governing Body to certify by resolution the approval of project application(s) before submission of said applications to the State; and

WHEREAS, the grantee will enter into a contract(s) with the State of California to complete project(s);

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Gardena hereby:

1. Approves the filing of project application(s) for Per Capita program grant project(s); and
2. Certifies that said grantee has or will have available, prior to commencement of project work utilizing Per Capita funding, sufficient funds to complete the project(s); and
3. Certifies that the grantee has or will have sufficient funds to operate and maintain the project(s), and
4. Certifies that all projects proposed will be consistent with the park and recreation element of the City of Gardena general or recreation plan (PRC §80063(a)), and
5. Certifies that these funds will be used to supplement, not supplant, local revenues in existence as of June 5, 2018 (PRC §80062(d)), and
6. Certifies that it will comply with the provisions of §1771.5 of the State Labor Code, and
7. (PRC §80001(b)(8)(A-G)) To the extent practicable, as identified in the "Presidential Memorandum--Promoting Diversity and Inclusion in Our National Parks, National Forests, and Other Public Lands and Waters," dated January 12, 2017, the City of Gardena will consider a range of actions that include, but are not limited to, the following:
(A) Conducting active outreach to diverse populations, particularly minority, low-income, and disabled populations and tribal communities, to

increase awareness within those communities and the public generally about specific programs and opportunities.

(B) Mentoring new environmental, outdoor recreation, and conservation leaders to increase diverse representation across these areas.

(C) Creating new partnerships with state, local, tribal, private, and nonprofit organizations to expand access for diverse populations.

(D) Identifying and implementing improvements to existing programs to increase visitation and access by diverse populations, particularly minority, low-income, and disabled populations and tribal communities.

(E) Expanding the use of multilingual and culturally appropriate materials in public communications and educational strategies, including through social media strategies, as appropriate, that target diverse populations.

(F) Developing or expanding coordinated efforts to promote youth engagement and empowerment, including fostering new partnerships with diversity-serving and youth-serving organizations, urban areas, and programs.

(G) Identifying possible staff liaisons to diverse populations.

8. Agrees that to the extent practicable, the project(s) will provide workforce education and training, contractor and job opportunities for disadvantaged communities (PRC §80001(b)(5)).
9. Certifies that the grantee shall not reduce the amount of funding otherwise available to be spent on parks or other projects eligible for funds under this division in its jurisdiction. A one-time allocation of other funding that has been expended for parks or other projects, but which is not available on an ongoing basis, shall not be considered when calculating a recipient's annual expenditures. (PRC §80062(d)).
10. Certifies that the grantee has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Procedural Guide; and
11. Delegates the authority to the City Manager, or designee to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the grant scope(s); and
12. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

BE IT FURTHER RESOLVED that the City Clerk shall certify to the passage and adoption of this Resolution; shall cause the same to be entered among the original Resolutions of said City; and shall make a minute of the passage and

adoption thereof in the records of the proceedings of the City Council of said City in the minutes of the meeting at which the same is passed and adopted.

Passed, approved, and adopted this _____ day of _____, 2021.

TASHA CERDA, Mayor

ATTEST:

MINA SEMENZA, City Clerk

APPROVED AS TO FORM:



CARMEN VASQUEZ, City Attorney



City of Gardena

Gardena City Council Meeting

AGENDA REPORT SUMMARY

Agenda Item No. 13.A
Section: DEPARTMENTAL
ITEMS - ELECTED & CITY
MANAGER'S OFFICES
Meeting Date: December 14,
2021

TO: THE HONORABLE MAYOR AND MEMBERS OF THE GARDENA CITY COUNCIL

AGENDA TITLE: APPROVAL OF THE 2021-2025 MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF GARDENA AND THE GARDENA MANAGEMENT EMPLOYEES ORGANIZATION (GMEO)&NBSP;

COUNCIL ACTION REQUIRED:

Staff Recommendation: Approve the MOU and authorize the City Manager to execute the MOU with a term of July 1, 2021 through June 30, 2025

RECOMMENDATION AND STAFF SUMMARY:

Staff respectfully requests that the City Council review and consider the approval of the terms of a collective bargaining agreement between the City of Gardena and the Gardena Management Employees Organization (GMEO) and authorize the City Manager to execute a Memorandum of Understanding (MOU) with a term of July 1, 2021 through June 30, 2025.

This aligns with the parameters set by the City Council in consideration of balancing continued fiscal prudence in mitigating the impacts of employee post-retirement benefits while also continuing to align the City as a competitive employer.

Details of the MOU are provided in the attached Agenda Staff Report.

FINANCIAL IMPACT/COST:

Fiscal Year	General Fund	GTrans	Other Funds**	Total
2021-2022	\$59,974	\$137,423	\$19,497	\$216,894
2022-2023	\$86,973	\$200,471	\$28,566	\$316,010
2023-2024	\$115,053	\$266,041	\$37,998	\$419,092
2024-2025	\$144,255	\$334,234	\$47,807	\$526,297
Contract Total	\$406,255	\$938,170	\$133,868	\$1,478,292

*These are estimated additional financial amounts based on the parameters set forth in the attached MOU

**Other funds consist of Sewer, Family Child Care and other grants

ATTACHMENTS:

[AGENDA STAFF REPORT GMEO MOU 12-14-2021.pdf](#)

[GMEO MOU 2021-2025 Ratified.pdf](#)

[Classification and Compensation Schedule-December 14 2021.pdf](#)

APPROVED:

A handwritten signature in blue ink, appearing to read "Clint Osorio", is centered within a light gray rectangular box.

Clint Osorio, City Manager

CITY COUNCIL MEETING

AGENDA STAFF REPORT

AGENDA TITLE:

Four-Year Memorandum of Understanding (MOU) with the Gardena Management Employees Organization (GMEO) for the Period July 1, 2021 through June 30, 2025

RECOMMENDATION:

Staff presents for the City Councils' review and consideration the attached Memorandum of Understanding between the Gardena Management Employees Organization (GMEO) and the City of Gardena for the Period of July 1, 2021, to June 30, 2025.

BACKGROUND AND SUMMARY:

The Gardena Management Employees Organization (GMEO) is the recognized labor group for 20 miscellaneous employees, which includes all management, non-sworn employees except those specifically designated as confidential or unrepresented.

The City and GMEO commenced labor negotiations in April 2020 for a successor MOU to the contract which expired on December 31, 2019. A Side Letter was adopted July 2020 to cope through the COVID-19 pandemic. Once the City could fully grasp the economic effects of the COVID-19 pandemic it would be able to commence labor negotiations again.

During the period from April 2020 to April 2021, the city worked with all its various bargaining groups and took significant action to address the economic fallout related to the COVID-19 pandemic, which included layoffs, freezes, furloughs, and significant expenditure reductions. The City issued a Pension Obligation Bond to save the City over \$50 Million dollars over a 19-year period.

As a result of these actions and better than expected revenue projections from the recently approved Measure G (Approved March 2020), the City was in a financial position to recommence labor negotiations in May 2021. The City and GMEO conducted various meetings, over an 7-month period and reached a tentative agreement in November 2021 with ratification of the contract by the membership on December 1, 2021.

Attached is a copy of the current MOU with changes reflecting the terms and conditions of the tentative agreement reached by the City and GMEO. The table below provides a summary of the key provisions and/or changes.

TERM (Article 6, Section 8.A)	July 1,2021 through June 30, 2025
EQUITY ADJUSTMENTS (Article 2, Section C)	<p>3.5% COLA effective the First Pay Period in July 2021</p> <p>4.0% COLA with a 1% Cost Share effective the First Pay Period in July 2022. This COLA increase is conditioned upon GMEO membership voting to amend the CalPERS contract to provide for an additional 1.0% cost sharing of employer's cost.</p> <p>4.0% COLA with a 1% Cost Share effective the First Pay Period in July 2023. This COLA increase is conditioned upon GMEO membership voting to</p>

	<p>amend the CalPERS contract to provide for an additional 1.0% cost sharing of employer's cost.</p> <p>4.0% COLA with a 1% Cost Share effective the First Pay Period in July 2024. This COLA increase is conditioned upon GMEO membership voting to amend the CalPERS contract to provide for an additional 1.0% cost sharing of employer's cost.</p>
MANAGEMENT LEAVE (Article 2, Section 4.B)	60 hours annual management leave. GMEO members to contribute established annual amount to 401a. Currently set at \$720/year
MONTHLY CAR ALLOWANCE AND MILEAGE ALLOWANCE (Article 2, Section 4.C)	1) Increase Auto Allowance from \$260 per month to \$300 per month.
SHOE ALLOWANCE (Article 2, Section 4.E)	<ol style="list-style-type: none"> 1) When the CITY requires in writing that any employee wear safety shoes in the performance of city duties, the employee shall be compensated for the purchase of such shoes. 2) The annual shoe allowance shall be two-hundred (\$200.00) dollars payable the first pay period of each calendar year. 3) Newly appointed employees in positions so affected will be paid the annual allowance at the time of hire into the position. If the initial payment is received less than six (6) months prior to the regular shoe allowance payment date, the employee will not receive an allowance until the regular payment date of the following year. 4) If an employee separates within six (6) months of receiving the annual shoe allowance, the employee will be required to reimburse the CITY for half of the allowance received.

POST RETIREMENT HEALTH INSURANCE COVERAGE (Article 4, Section 4.D.)	<p>New Tier: All full-time employee hired on or after July 1, 2021, who meet the minimum requirements listed below shall receive the allotted health insurance coverage for the retired employee based on the City's self-funded health insurance plan rate for single party premium:</p> <ul style="list-style-type: none"> i. Twenty (20) years of full-time service with the City receives seventy-five percent (75%) of the single party rate; or ii. Twenty-five (25) years of full-time service with the City receives one-hundred percent (100%) of the single party rate; and iii. Age fifty-five (55) or sixty-two (62) for full CalPERS service retirement; and iv. Retiree coverage for this tier shall terminate upon the date retiree becomes Medicare eligible or death of the retiree, whichever occurs first.
CONVERSION OF SICK LEAVE AT TIME OF SEPARATION (Article 4, Section 5 D)	<p>Upon separation from the City and completion of at least five (5) years of service, employees may be paid for accrued sick leave hours up to a maximum of fifty percent (50%) of seven-hundred and twenty (720) hours. Employees shall be denied sick leave payoff when leaving the City, only if he/she was either:</p> <p>Terminated for cause, or Resigned in lieu of termination</p>
COST OF HEALTH INSURANCE (Article 4, Section 4.C)	<p>Coverage will cease upon non-payment of premium or if payment is not received in a timely manner. Affected employee will have sixty-days' notice and grace period to cure prior to terminating coverage.</p>
VACATION BUY-BACK (Article 4, Section 12.C)	<p>1) Employees will have the opportunity to cash out a maximum of 80 vacation hours per calendar year. Employee will be required to maintain a minimum of 120 vacation hour balance at time of cash out.</p>
UNIFORMS (Article 2, Section 4.D)	<p>Increase from \$150/annually to \$450/annually for employees required to wear uniform</p>
LAYOFFS AND RECALL PROCEDURES (Exhibit "B")	<p>Reduction in Workforce</p> <p>1. Sixty (60) days prior to the implementation of this section, the CITY</p>

will notify GMEO of the CITY's intent. During the 60-day period prior to the required 30-day notice, the CITY and GMEO will meet to discuss voluntary separation incentive programs and other alternatives to layoffs.

A. **Designating Positions for Layoff.** The City shall designate the positions for layoff by classification and Department.

B. **Order of Layoff** – When a position is to be designated for layoff, the order of layoff shall be as follows:

1. Permanent employees shall be laid off in inverse order of seniority in each classification. For the purposes of layoff, seniority is defined as the length of total service in all classifications as a permanent City employee, including probationary and non-probationary status, but not including time served as a temporary employee.

In the event of a tie, the City will review the employees' most recent annual performance evaluations. The employee with the lower overall rating on the most recent annual performance evaluation shall be laid off first. If all the ratings are equal, then priority shall be determined by a flip of a coin, performed in the presence of a representative of the City and GMEO.

C. **Written Notice of Layoff.** Any employee to be laid off will be given written notice of layoff not less than 30 days prior to the effective date of such layoff. A copy of the layoff notice will be simultaneously provided to GMEO. The City will meet and confer with GMEO regarding the impacts of the proposed layoff as required by the MMBA.

SECTION 2: BUMPING RIGHTS

A. **ELIGIBILITY.** Only permanent, non-probationary employees shall be eligible to exercise bumping rights. A permanent, non-probationary employee who is subject to layoff shall be eligible to exercise bumping rights, unless the City Manager and Department Head refuse to

	<p>permit bumping because:</p> <ol style="list-style-type: none"> 1. The employee is on a Performance Improvement Plan at the time of layoff; or 2. The employee has received discipline of suspension or higher within the last two years. <p>B. POSITIONS INTO WHICH EMPLOYEE MAY BUMP</p> <ol style="list-style-type: none"> 1. Permanent employees who are displaced from their positions due to reduction in work force shall be entitled to placement in any department 1) in the same or lower classification represented by GMEO in the same class series, or 2) in a lower classification represented by GMEO in which the affected employee once had permanent status. 2. The employee who exercises a bumping right can only do so if he or she has more seniority than the incumbent in the lower classification. If an employee exercises this right, this employee bumps the employee with the least seniority in that lower classification. 3. The following positions are exempt from the bumping procedure, and an employee may not exercise his or her right to bump into these positions: <ol style="list-style-type: none"> a. A position that is grant-funded; b. A Confidential position; or c. A position held by an employee in the following at-will status: part-time, temporary, provisional, transitional, and emergency. <p>C. Notice to Exercise Bumping Right. An employee who is eligible and wishes to exercise his or her bumping right must do so in writing to the Human Resources Manager within five (5) calendar days of receiving the notice of layoff.</p> <p>D. Permanent employees who are displaced by other employees under this section are entitled, in turn, to the placement rights</p>
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contained in this section.

SECTION 3. REHIRING OF LAID-OFF WORKERS

- A. **Recall List.** Any employee who is laid off or who bumps into a lower classification shall be placed on a Recall List for a period of two years.
- B. **Order of Recall.** If the City is able to rehire into a position that was previously designated for layoff, the CITY shall rehire those employees who are the Recall List and who previously held the position into which the City is rehiring. The City shall rehire the employee with the most seniority at the time of layoff first.
- C. **Recall Notice.** The City shall send a Recall Notice to employees on the Recall List who are eligible to be rehired. The Recall Notice to an employee who has been laid off shall be sent by Registered Mail, Return Receipt Requested to the last known address of the employee and sent by email to the last known email address of the employee. It is the employee's responsibility to keep the City updated with his or her most current contact information.
- D. **Responding to Recall Notice.** An employee must respond within 10 calendar days after receiving the Recall Notice by Registered mail or receiving the email in order to be rehired into his or her previously held position. An employee recalled from layoff shall assume the same salary step and seniority that he or she held at the time of layoff.
Failure to respond within the deadline, unless due to actual illness or accident (the City may require proof of illness or accident), will cause the employee to be removed from the Recall List.
- E. If there are no employees on the Recall List that are eligible to be rehired into a vacant position, then the City will conduct an open recruitment to fill the position.

IN CONCLUSION, The members of GMEO have ratified the MOU and ask that the City Council approve and adopt the Memorandum of Understanding (MOU) with the Gardena Management Employees Organization (GMEO) for the Period July 1, 2021 through June 30, 2025.

GARDENA

MANAGEMENT

EMPLOYEES

ORGANIZATION

MEMORANDUM OF UNDERSTANDING

JULY 1, 2021 – JUNE 30, 2025

**MEMORANDUM OF UNDERSTANDING BETWEEN THE GARDENA
MANAGEMENT EMPLOYEES ORGANIZATION (GMEO),
A RECOGNIZED EMPLOYEE ORGANIZATION,
AND THE CITY OF GARDENA,
FOR THE PERIOD JULY 1, 2021 – JUNE 30, 2025**

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**MEMORANDUM OF UNDERSTANDING BETWEEN THE GARDENA MANAGEMENT
EMPLOYEES ORGANIZATION (GMEO), A RECOGNIZED EMPLOYEE
ORGANIZATION, AND THE CITY OF GARDENA, INCORPORATING
FOR THE PERIOD JULY 1, 2021 – JUNE 30, 2025**

PREAMBLE

This Memorandum of Understanding (hereinafter referred to as MOU) sets forth wages, hours, benefits and other terms and conditions of employment for employees represented by the Gardena Management Employees Organization and is entered into and with reference to the following facts:

- 01. The GARDENA MANAGEMENT EMPLOYEES ORGANIZATION** (hereinafter referred to as “GMEO”) is the sole recognized employee organization for all management employees (hereinafter referred to as “affected employees”) employed by the CITY OF GARDENA (hereinafter referred to as the “City”), excluding City Manager, Administrative Services Director/Assistant City Manager, City Attorney, Assistant City Attorney, Chief Deputy City Clerk, Deputy City Treasurer, Police Chief, Police Captain, Police Lieutenant, Department Heads or any position designated as Confidential.
- 02.** In the interest of maintaining harmonious relationships between the City and the affected employees, authorized representatives of the City and GMEO have met and have conferred in good faith, exchanging various proposals concerning wages, hours, benefits, and other terms and conditions of employment of affected employees.
- 03.** It is the intent of the City to establish and maintain salaries and benefits of all positions covered under this MOU comparable to salaries and benefits paid to employees in jurisdictions named in ARTICLE II, SECTION 1, B. 2 of this MOU in order to: improve the City’s ability to retain and attract skilled management and professional employees; promote efficiency and economy; and, select, maintain and compensate on the basis of merit, skill, and internal organizational equity and parity.
- 04.** The authorized representatives of the City and GMEO have reached an agreement as to wages, hours, benefits, and other terms and conditions of employment of affected employees. This agreement has been ratified as a MOU by the membership of GMEO and the City and adopted by the City Council pursuant to Rule 22.14 of the Personnel Rules and Regulations.
- 05.** This MOU supersedes any previous memoranda of understanding or resolution governing the wages, hours, terms, and conditions of employment for the employees covered by this MOU.
- 06.** Should the parties fail to reach agreement on a successor MOU to this one, its terms shall remain in effect until a successor MOU is agreed upon and implemented.
- 07.** It is further mutually recognized and agreed:
 - a. That the primary purpose of City government is to provide the highest quality of life possible for residents, businesses and visitors to the Gardena community; and
 - b. That quality of life is comprised of many factors, many of which are subjective, but that it can be defined in part as the continual improvement of services in response to the needs and desires of the community; and
 - c. That it is the responsibility and obligation of every City employee to meet the goals and standards set by the City in meeting the needs of the community; and

- d. As an employee organization, GMEO is a vital force in implementing and motivating its members to achieve the objectives set by the City; and
- e. That a shared commitment to these values should be demonstrated by consistent and continued improvement in service, which include but are not limited to, quality of community life, customer satisfaction, fiscal stability, operational efficiency and workforce excellence.

Accordingly, the City and GMEO do hereby agree to the terms and conditions stated herein.

ARTICLE I. CLASSIFICATION PLAN

SECTION 1. CLASSIFICATION PLAN CHANGES

- A.** As used in this MOU, the terms “employee”, “employees”, and/or “affected employees” refer, individually and collectively, to those persons employed by the City for whom GMEO has been recognized as the sole representative.
 - 1.) For the purpose of identification, such persons are described as those persons assigned to the Classification and Compensation Plan set forth in Exhibit “A” (attached hereto and incorporated herein).
 - 2.) The Classification and Compensation Plan is to be prepared and adopted pursuant to the City’s Personnel Rules and Regulations adopted by Resolution #4171 and as modified.
- B.** Should any new classification be created, or an existing classification modified during the term of this MOU, and such new or modified classification is intended to perform activities normally performed by members of GMEO, the parties shall meet and confer with respect to the job description and appropriate pay rate for such new or modified classification and shall include such classification in Exhibit “A.”
- C.** The parties further agree that at no time shall a new classification be created, a classification listed on said Exhibit “A” modified, or deleted without first having the parties meet and confer.

SECTION 2. NEW APPOINTMENTS

- A.** New appointments shall be at the minimum of the appropriate pay range; however, the Human Resources Officer may approve a higher rate of compensation at any step within the range, provided that the person appointed thereto is reasonably entitled, because of his/her unique experience or ability to be appointed to a step above the minimum, or that it is impracticable to obtain qualified appointees at the established minimum rate or any one of the steps below the maximum.
- B.** In no instance shall the rate of compensation allowed for any class be less than the minimum prescribed therefore, and advancement to succeeding steps, whether or not employed at the minimum rate, shall be governed by the provisions of Article II, Section 1. C. hereof.
- C.** All affected employees hired into a new position shall have a probationary period of one (1) year from date of hire, except as stated in Article I. Section 3.E. hereof.

SECTION 3. PROMOTIONS

- A.** It is the intention of the City wherever or whenever practicable to fill job vacancies within the City on a promotional basis before hiring employees from outside.
- B.** An employee who is promoted to a higher classified position shall receive the applicable step of the new position which shall be no less than a five percent (5%) increase over his current pay rate, unless the Human Resources Officer determines that appointment at a higher step is warranted.
- C.** A promoted employee shall receive a higher rate of pay than any of his/her subordinates, and shall be entitled to keep, receive and accrue all earned benefits prior to the promotion.
- D.** A promoted employee who is being placed into a position represented by GME0 from another City represented group shall be governed by the terms of this MOU at the time of promotion and shall be entitled to keep, receive and accrue only those benefits applicable to this GME0.
- E.** Any employee so promoted shall be placed in the higher classification for a probationary period of six (6) months. If the employee does not pass this probationary period, such employee shall be returned to the former position at the former pay step and benefits.

SECTION 4. DEMOTIONS

- A.** In case of demotion, the employee's salary shall revert to the pay rate and step of the classification to which he/she was previously assigned.
- B.** In the event of re-employment subsequent to resignation, an employee's salary will be determined in the same manner as for new appointments.

SECTION 5. RECLASSIFICATION

- A.** In the case of reclassification resulting in an upgrade in the salary range, the employee will be moved to the closest equivalent step of the new position unless the Human Resources Officer determines that placement at a higher step is warranted. All future increases shall be made in accordance with Article II. Section 1. C. hereof.
- B.** If an employee holds a position that is reclassified to a lower salary range, the employee shall retain his/her pay rate at the same level as held prior to the downgrade of the position. Said employee shall be assigned to the designated salary range of the downgraded position and will be classified as "Y-Rated." A "Y-Rated" employee shall remain at his/her pay rate at the time of reclassification until such time that subsequent salary increases advance said salary range to the level that the employee can be placed on a standard step within the range. The employee shall then be assigned to the appropriate step within the salary range that is equal to or above the employee's "Y-Rated" pay. The employee shall then progress upward in the salary range according to Article II, Section 1. C. hereof.

ARTICLE II. COMPENSATION

SECTION 1. SALARY

A. BASIC SIX-STEP SALARY SCHEDULE

- 1.) All affected employees shall be paid according to the Basic Sixth-Step Salary Schedule at the pay schedule assigned for the position classification as set forth in Exhibit "A" (attached hereto and incorporated herein by reference).

B. SALARY SURVEY

- 1.) Recognizing that the City's Classification and Compensation Plan is currently out-of-date and that many of the Job Specifications and assigned Salary Schedules are not comparable and/or competitive with similar positions in the benchmark agencies agreed to in this MOU, the City and GMEC agree to work cooperatively to bring all salaries to a benchmark standard as quickly as possible within the City's ability to pay and sustain such while ensuring the delivery of quality public services.
- 2.) The City and GMEC shall continue to conduct joint annual salary surveys by way of a mutually agreed upon procedure.
 - (a) For general position classifications, the following cities shall be surveyed: El Segundo, Hawthorne, Manhattan Beach, Redondo Beach, and Torrance.
 - (b) For transit specific position classifications, the following agencies shall be surveyed: Culver City, Montebello, Norwalk, Torrance and Santa Monica.
- 3.) All positions listed in Exhibit "A" shall be surveyed. For purposes of the survey, the position specification, i.e. job description, for each position listed in Exhibit "A" as well as all such other duties/assignments carried out on a regular basis by each covered employee, above and beyond those specified in such position specification, i.e. job description, shall be considered in determining comparability with similar management level positions in the surveyed cities.
- 4.) Once the City salary schedule has been adjusted so that all the base salaries for all GMEC position classifications are at the benchmark level, it is the intent of both the City and GMEC to establish a formula for future salary negotiations to maintain City salaries at a competitive level.
- 5.) Salary shall mean the base salary, exclusive of any other compensation or benefits.

C. EQUITY ADJUSTMENTS

- 1.) July 2021 Cost-of-Living Adjustment: Each affected employee represented by GMEC shall receive a cost-of-living increase of three and one-half percent (3.5%) effective the first pay period of July 2021. The increase shall apply to the employee's salary schedule and step.
- 2.) July 2022 Cost-of-Living Adjustment: Any cost-of-living adjustment in July 2022 is conditioned upon the GMEC members agreement to pay an additional one percent (1.0%) of compensation towards the CalPERS employer contribution rate. Any change to the employees' rate of contribution requires a secret ballot election among the affected employees. The City cannot amend its contract with CalPERS if the majority of the affected members vote to disapprove of the proposed cost-sharing of the employer contribution.

Upon meeting the conditions set forth above, each affected employee represented by GMEO shall receive a cost-of-living adjustment to base salary of four percent (4.0%). Such cost-of-living adjustment shall apply to the employee's salary schedule and step. The salary adjustment shall be effective the first pay period in July 2022.

- 3.) July 2023 Cost-of-Living Adjustment: Any cost-of-living adjustment in July 2023 is conditioned upon GMEO members agreement to pay an additional one percent (1.0%) of compensation towards the CalPERS employer contribution rate. Any change to the employees' rate of contribution requires a secret ballot election among the affected employees. The City cannot amend its contract with CalPERS if the majority of the affected members vote to disapprove of the proposed cost-sharing of the employer contribution.

Upon meeting the conditions set forth above, each affected employee represented by GMEO shall receive a cost-of-living adjustment to base salary of four percent (4.0%). Such cost-of-living adjustment shall apply to the employee's salary schedule and step. The salary adjustment shall be effective the first pay period in July 2023.

- 4.) July 2024 Cost-of-Living Adjustment: Any cost-of-living adjustment in July 2024 is conditioned upon GMEO members agreement to pay an additional one percent (1.0%) of compensation towards the CalPERS employer contribution rate. Any change to the employees' rate of contribution requires a secret ballot election among the affected employees. The City cannot amend its contract with CalPERS if the majority of the affected members vote to disapprove of the proposed cost-sharing of the employer contribution.

Upon meeting the conditions set forth above, each affected employee represented by GMEO shall receive a cost-of-living adjustment to base salary of four percent (4.0%). Such cost-of-living adjustment shall apply to the employee's salary schedule and step. The salary adjustment shall be effective the first pay period in July 2024.

D. ADVANCEMENT IN SALARY: Advancement in salary from the minimum to the maximum rate of compensation for the respective classes is divided into six (6) steps as set forth in Exhibit "B", which shall be interpreted and applied as follows:

- 1.) The first step, Step 1, is a minimum rate and will normally be the hiring rate for each class represented by GMEO.
- 2.) The second step, Step 2, is an incentive adjustment to encourage employees in their work. An employee shall be made eligible for this adjustment after the completion of six (6) months of continuous and satisfactory service on the first step (Step 1), in the class in which the employee was originally employed, and upon the approval of the appointing authority.
- 3.) The third step, Step 3, represents the middle value of the salary range, and is the rate an employee will be paid after the completion of one (1) year of continuous and satisfactory service on the second step (Step 2). This step will be granted upon the approval of the appointing authority to an employee who has performed satisfactorily in a given classification.

- 4.) The fourth step, Step 4, shall be granted upon the approval of the appointing authority after the employee has completed one (1) year of continuous and satisfactory service on the third step (Step 3).
- 5.) The fifth step, Step 5, shall be granted upon the approval of the appointing authority after the employee has completed one (1) year of continuous and satisfactory service on the fourth step (Step 4).
- 6.) The sixth step, Step 6, shall be granted upon the approval of the appointing authority after the employee has completed one (1) year of continuous and satisfactory service on the fifth step (Step 5).
- 7.) As used herein, "continuous service" is defined as actual time in the performance of the position, excluding any leave of absence due to illness or injury in excess of three hundred (300) hours. That is, such absence from active service shall extend the time period for advancement to the next step by the number of hours of said absence.

E. SPECIAL STEP ADVANCEMENT

- 1.) The City Manager may, upon the recommendation of the department head, authorize the advancement of an employee to any step within the salary range sooner than he or she would normally be eligible by virtue of length of service. Such action is reserved for very exceptional cases, after careful analysis.
- 2.) Should an employee be advanced pursuant to this section, the date of such special step advancement shall determine all future step advancements as set forth in Article II, Section 1. C. hereof.

F. LONGEVITY STEPS

- 1.) Longevity pay shall be granted to employees who have completed satisfactory service with the City according to the following schedule.
 - (a) At twenty (20) years of service, additional 2.5%, equaling 2.5% of base pay;
 - (b) At twenty-five (25) years of service, additional 2.5%, equaling 5.0% of base pay;
 - (c) At thirty (30) years of service, additional 2.5%, equaling 7.5% of base pay.

SECTION 2. METHOD OF COMPENSATION

A. PAYMENT SCHEDULE

- 1.) The salaries or compensation herein provided for shall be paid monthly, or in equal semi-monthly installments, or in equal bi-weekly installments, or in any installments as the City may from time to time approve and allow.

B. SPECIAL PAYS

- 1.) Special pays shall be processed as part of the employee's regular bi-weekly paycheck in the pay period following the approval of the special pay request, unless determined otherwise by the City for operational efficiency. This includes, but shall not be limited to: Auto Allowance, State Disability Insurance fee reimbursement, Bilingual Pay, Acting Pay, Vacation, Sick-Leave and other leave pay-offs.

- 2.) **SPECIAL ONE-TIME BUY-BACK OPTIONS:** From time-time the City may, at the City's initiation, allow employees to cash in leave balances for pay. Such option shall be non-PERSable and no employee shall be required to participate in such option.

SECTION 3. ACTING TIME COMPENSATION

- A.** When an affected employee is appointed to work in an acting capacity during the absence of a person in a higher classified position or where it is necessary to fill a vacancy pending a permanent appointment, compensation for acting time will commence immediately upon appointment of the employee to said position.
- B.** If an employee works in an acting capacity in excess of thirty (30) consecutive calendar days, said employee shall then be compensated for acting time at the rate of the lowest step for such assigned position, which is higher than the current base salary of that employee. At no time shall acting pay be in an amount less than ten percent (10%) of the employee's current base salary.
- C.** All assignments for acting time shall be pre-authorized by the department head and initiated by the completion of the appropriate Personnel Action Form (PAF) and approved by the Human Resources Officer.

SECTION 4. MANAGEMENT COMPENSATION

A. OVERTIME

- 1.) Affected employees shall receive no compensation for any overtime work; the monthly salary shall be considered full compensation for all hours worked for such employees and no overtime shall be accruable for said employee.
- 2.) Affected employees whose duty assignments require them to work on an observed holiday and/or off-hours during which other City employees are not required to work, shall be paid at straight time, or shall receive straight time off at the discretion of the department head, for the number of hours equivalent to those which he or she worked on the holiday.

B. MANAGEMENT LEAVE

- 1.) In lieu of overtime pay, affected employees covered under this MOU shall receive sixty (60) hours of annual management leave to be taken within the calendar year earned. All Management Leave hours will be credited to the employee on January 1 of each calendar year.
- 2.) Such leave will be taken at a mutually convenient time for the employee and the department. All Management Leave hours must be used within the calendar year earned or on December 31 of each calendar year any remaining balance will be forfeited.
- 3.) CITY will establish a 401(a) retirement plan for GMEO members. Employees will be required to contribute the established annual amount. Employees may utilize leave hours to fund annual contribution.

C. MONTHLY CAR ALLOWANCE AND MILEAGE ALLOWANCE

- 1.) All represented employees, except employees covered by Article II, Section 4C below, shall receive a monthly car allowance in the amount of three hundred dollars (\$300.00) for the use of his/her private motor vehicles in the service of the City in connection with the performance of his/her duties for the City. This allowance shall be compensation in full to said employees for the use of his/her privately owned motor vehicle in City services and all expenses incidental to the maintenance, repair, and replacement of such vehicles must be borne by the owners thereof, and the City shall have no other cost or expense with reference thereto.
- 2.) Employees who are by City policy assigned a City vehicle for use during regular work hours (i.e. Transportation Route Supervisors) shall be reimbursed for mileage when using their personal vehicle for City-related business. Mileage reimbursement requests must be in writing and submitted to the department head, or his/her designee, for approval, which shall not be unreasonably withheld. Mileage will be paid at the IRS rate for mileage reimbursement. Such rate shall be reviewed annually and revised as necessary as part of the City's budget process and shall be in effect until the new rate is adopted by the City.

D. UNIFORM ALLOWANCE

- 1.) The CITY shall pay a uniform allowance to those employees required to wear a uniform in the amount of four hundred and fifty dollars (\$450.00) annually to be prorated on each bi-weekly paycheck for the cost of uniform cleaning. Employees shall not wear such uniform except in the course of City business.

E. SHOE ALLOWANCE

- 1.) The CITY shall pay a shoe allowance to those employees required to wear safety shoes in the performance of CITY duties in the amount of two hundred (\$200.00) dollars annually for the purchase of such shoes.
- 2.) The annual shoe allowance shall be payable the first pay period of each calendar year. Newly appointed employees in positions so affected will be paid the annual allowance at the time of hire into the position. If the initial payment is received less than six (6) months prior to the regular shoe allowance payment date, the employee will not receive an allowance until the regular payment date of the following year.
- 3.) If an employee separates within six (6) months of receiving the annual shoe allowance, the employee will be required to reimburse the CITY for half of the allowance received.

ARTICLE III. WORK SCHEDULES

SECTION 1. REGULAR SCHEDULES

A. 9/80 WORK SCHEDULE: For the purposes of this Article, City Hall is synonymous with the City and is defined to include all City Departments and/or operations regardless of physical location within the City. City Hall shall maintain a 9/80 employee work schedule as determined by the City:

- 1.) The 9/80-work schedule is a negotiated work condition that was established based on the needs of the community, the City, and the employees.

- 2.) During the City's regular two-week pay period each employee shall be scheduled to work a total of nine (9) days for a total of eighty (80) hours work with either a Monday or a Friday off (9/80 day-off) on the shorter of the two weeks in the pay period.

B. ALTERNATIVE WORK SCHEDULES

- 1.) By mutual agreement, a department head and respective department employee may establish any other alternative work schedule.
- 2.) The alternative work schedule must maintain or improve the current level of service and must not have an adverse effect on the functional operations of the department or the City as a whole.

SECTION 2. CITY HALL HOURS OF OPERATION

A. CITY DETERMINATION OF HOURS OF OPERATION

- 1.) City Hall hours of operation will be determined by the City to ensure practical levels of service to the community. The working hours of individual employees may be adjusted as necessary to ensure such service to the community within a 9/80 work schedule, subject to the following:
- 2.) City management and GMEO agree to work together in good faith to resolve any issues that may arise from the 9/80 schedule;
- 3.) Except as directed by the City Council, employee work-schedules shall be adjusted as necessary to ensure that City Hall will not be closed for more than four (4) consecutive days, inclusive of any day that City Hall is closed in observance of an approved holiday.

B. FLOATING-DAY COMPENSATION CREDIT (FC):

- 1.) If a City Holiday falls on an employee's customary 9/80 day-off, said employee shall receive Floating-Day Compensation Credit (FC) on an hour for hour basis for the actual hours to be compensated.
- 2.) If an employee is required to adjust his/her regular day off in order to provide adequate staff coverage for City operations, the employee will be credited with Floating-Day Compensation Credit (FC) on an hour-for-hour basis for the actual hours worked.
- 3.) FC must be must be used during the fiscal year within which it is earned, otherwise it will be forfeited.
- 4.) FC will be shown on the employee's paystub and shall be credited according to: Article IV, Section 11, C.

ARTICLE IV. SUPPLEMENTAL BENEFITS

SECTION 1. EDUCATIONAL REIMBURSEMENT

- A. City agrees that all affected employees covered by this MOU, who desire to enroll in training and/or academic courses at a State of California approved and/or recognized college or university that may provide the employee with general or specific skills and/or knowledge that contributes to his/her ability to perform his/her current position or enhances promotional opportunities, shall have their course fees, books, and tuition paid by the City up to a maximum of \$2,500 per affected employee per fiscal year.
- B. The procedure and application process for this program shall be established by the Human Resources Officer and information shall be available in the Human Resources Office.
- C. Such payment shall be in advance of enrollment in such training and/or course subject to approval of the Human Resources Officer. The maximum allowance per fiscal year shall not be cumulative if not used within a single fiscal year.
- D. Eligibility for this program shall be limited to full-time permanent employees.

SECTION 2. PROFESSIONAL DEVELOPMENT

- A. All full-time employees covered by this Agreement eligible to be reimbursed up to three hundred dollars (\$300.00) for professional development through seminars, certificate programs and/or memberships in professional organizations.
- B. In order to qualify for this reimbursement, the professional development program must be related to the employee's current responsibilities and/or classification and be approved by the department head and Human Resources Officer. The parties agree that approval for this reimbursement shall not be unreasonably withheld.

SECTION 3. RETIREMENT

- A. **CALPERS CONTRACT:** The CITY shall contract with the state California Public Employees Retirement System (hereinafter referred to as CalPERS) to provide retirement benefits. The cost of CalPERS Retirement benefits is set by CalPERS and includes two rates:
 - 1.) The Employer Contribution Rate, paid entirely by the CITY. CalPERS reviews The Employer rates yearly and may adjust rates based on actuarial valuation.
 - 2.) The Member (employee) Contribution Rate of seven percent (7%). Each and every affected employee, through payroll deduction, pays half (3.5%) of the 7% CalPERS Employee Contribution Rate and the CITY pays three and a half percent (3.5%), referred to as the *Employer Paid Member Contribution (EPMC)*.
 - i. Effective July 2, 2017, the first full pay period (July 2 -15) in fiscal year 2017-2018:
 - (i) Each "Classic Member" through payroll deduction shall pay the additional 3.5% of EPMC for a total Member Contribution Rate of 7%.
 - (ii) Each "PEPRA Member" through payroll deduction shall pay the additional 3.375% of EPMC for a total Member Contribution Rate of 6.75%
- B. **THE PUBLIC EMPLOYEE PENSION REFORM ACT (PEPRA)** implemented new benefit formulas and final compensation period, as well as new member contribution

requirements for new employees hired on or after January 1, 2013 who meet the definition of "new member" under PEPRA.

- 1.) CALPERS ENROLLMENT DATE: Whenever a new employee is hired by the City their status as a "Classic Member" or "PEPRA Member" will be determined by the date on which he/she first became a member of CalPERS (before or on/after January 1, 2013), not by the date of hire by the CITY.
 - i. Employees enrolled into CalPERS prior to January 1, 2013, shall be classified as "Classic Members" according to the definition established by PEPRA.
 - ii. Employees enrolled into CalPERS for the first time on or after January 1, 2013, shall be classified as "PEPRA Members" according to the definition established by PEPRA.
- 2.) "Pensionable Compensation" (PC), as established by PEPRA, delineates the pay categories that must be reported to CalPERS as income that contributes to the calculations of the employee's retirement benefit. PC must be reported when earned and paid on the employee's regular paycheck. Should the payment of any benefit negotiated herein conflict with this, the CITY shall meet and confer with notify GMEO prior to modifying how the benefit is to be paid. (§20160, §20636 G.C.)

C. CLASSIC CALPERS MEMBERS

- 1.) Employees hired by the City who have been enrolled in CalPERS prior to January 1, 2013 are classified as "Classic Miscellaneous Members". This classification is a CalPERS determination and shall be applied according to their definition.
- 2.) "Classic" Miscellaneous Membership benefits per the CITY's contract with CalPERS shall be as follows as applicable by law:
 - i. *Miscellaneous Member "2 at 55" formula* (§21354 G.C.).
 - ii. *1959 Survivor Benefit Level 3* (§21570 et seq. G.C.).
 - iii. *One Year Final Compensation* (§20042, G.C.).
 - iv. *Unused Sick Leave Conversion* (§20965, G.C.).
 - v. *Member Contribution Rate 7% of Reportable Compensation* (§7522.30 G.C.).

D. PEPRA CALPERS MEMBERS

- 1.) Employees enrolled in CalPERS on/or after January 21, 2013 shall be classified as "PEPRA Members". This classification is a CalPERS determination and benefits shall be provided according to the PEPRA definition.
- 2.) A new CalPERS member's initial member contribution rate will be at least fifty percent (50%) of the total normal cost rate for their defined benefit
 - i. *Miscellaneous Member "2% at 62" formula* (§75223.20G.C.).
 - ii. *1959 Survivor Benefit Level 3* (§21570 et seq. G.C.).
 - iii. *Three Year Final Compensation* (§7522.32 G.C.).
 - iv. *Unused Sick Leave Conversion* (§20965, G.C.).

- v. *Member Contribution Rate 6.75% of Reportable Compensation (§7522.30 G.C.)*
 - (i) In accordance with Government Code 7522.30, the Member Contribution Rate is set by CalPERS. CalPERS will review the Member Contribution Rate once a year and may change the rate based on actuarial valuation.
 - (ii) Per the terms of this MOU, each PEPRA employee, through payroll deduction, shall pay half of the PEPRA CalPERS Member Contribution Rate as set by CalPERS and the CITY shall pay the other half.
 - (iii) Effective July 2, 2017, each "PEPRA employee shall pay through payroll deduction shall pay the additional 3.375% of EPMC for a total Member Contribution Rate of 6.75% and the City shall no longer pay any portion of said rate (EPMC)..

E. AB1222 PEPRA EXEMPTION FOR TRANSIT EMPLOYEES: Based on court decision (State of California v. United States Department of Labor (E.D.Cal. Dec. 30, 2014, Civ. No. 2:13-cv-2069 KJM DAD), transit employees who are compensated through funds received under federal transit grants shall be classified as follows:

- 1.) Transit employees hired prior to January 1, 2013 shall be classified as "Classic Members".
- 2.) Transit employees hired January 1, 2013 through December 29, 2014 shall be classified as "Classic Members" and will retain their classic membership benefits for this period of time. After December 29, 2014 and going forward, said Transit employees will be classified as "PEPRA Members".
- 3.) Transit employees hired on or after December 30, 2014 shall be classified as "PEPRA Members".

SECTION 4. HEALTH INSURANCE

A. COMPREHENSIVE HEALTH PLAN

- 1.) The City shall provide a comprehensive health benefit plan, including medical, hospitalization, dental, optical, and prescription, to all affected employees and their dependents.
- 2.) The City shall meet and confer with GMEO prior to implementing benefit changes in the approved plan.

B. TRUST ACCOUNT

- 1.) The City shall maintain an ISFH trust account for all premiums due and payable on a monthly basis by the City and employee contributions made pursuant to this MOU. All interest income produced by the ISFH trust account balance shall remain in the account and available for this exclusive use.
- 2.) No City administration costs will be charged against the fund. Only charges relating to the provision of health benefits, payment of reinsurance costs and third party administration costs shall be made against the trust.

C. COST OF HEALTH INSURANCE (RATE)

- 1.) The City will pay the two-party premium for coverage of employee plus one (1) dependent. This amount will be paid to the approved health insurer or into the ISFH trust account for exclusive use in the ISFH program.
- 2.) Employees with family coverage (i.e. two or more dependents) shall make co-payments covering any differential in premium costs to the City for such coverage. Before requiring employee contributions, the City shall initiate a "Section 125" plan allowing employees to utilize pre-tax dollars for their contributions. Coverage will cease upon non-payment of premium or if payment is not received in a timely manner. The City will provide affected employees with a sixty (60) days' notice and grace period to cure prior to exercising the discretion to terminate coverage. Premiums may be paid from Catastrophic Leave Donations applied to employee.
- 3.) Employees who are on an approved, protected leave will receive City-paid health benefit. Employer-paid health coverage will cease upon exhaustion of protected leave and employee is on unprotected, unpaid leave of absence.

D. POST-RETIREMENT HEALTH INSURANCE COVERAGE

- 1.) Any affected employee who retires and meets the minimum requirements listed below shall receive and continue to receive after the term of this MOU, paid health insurance for such retired employee and his/her dependents. The amount of the City's contribution shall be set at the same level as the amount set for active employees. Any required co-payment for active employees will also be required for retirees. This benefit shall accrue to the spouse upon the death of an employee who is insured under this provision.
- 2.) **CLASSIC CALPERS MEMBERS:** Upon simultaneous retirement from the CITY and from the CalPERS Retirement system, a full-time "Classic" employee who has reached the age of fifty-five (55) shall continue to receive CITY paid health insurance based on the following terms of eligibility and level of City payment for the benefit:
 - i. All full-time Classic employees **hired prior to March 15, 2000** shall be eligible for City paid health insurance for the employee and his/her spouse if they have at least thirteen (13) years of full-time City service.
 - ii. For all full-time Classic employees **hired between March 15, 2000 and December 31, 2008**, with a minimum of thirteen (13) years of full-time City service the cost of the employee coverage shall be paid by the City with the cost of such insurance for spousal coverage paid by the employee at a rate of one-hundred seventy-five dollars (\$175) per month.
 - iii. For all full-time Classic employees **hired on or after January 1, 2009**, with a minimum of thirteen (13) years of full-time City service, the cost of the employee coverage shall be paid by the CITY with the cost of such insurance for spousal coverage shall be set at a base rate of two hundred and fifty dollars (\$250) per month.
 - (i) This rate shall be adjusted annually upwards or downwards at the beginning of each Health Plan Year by half of the percentage change in the City's contribution to the Health Insurance Plan compared to the prior year with the first rate adjustment in February 2009.
 - (ii) At no time should the retiree's cost exceed 50% of the City's actual cost.

3.) All full-time Classic employees **hired on or after July 1, 2021** who meet the minimum requirements listed below shall receive the allotted health insurance coverage for the retired employee based on the City's self-funded health insurance plan rate for single party premium.

- (i) Twenty (20) years of full-time service with the City receives seventy-five percent (75%) of the single party rate; or
- (ii) Twenty-five (25) years of full-time service with the City receives one-hundred percent (100%) of the single party rate; and
- (iii) Age fifty-five (55) years for full CalPERS service retirement; and
- (iv) Retiree coverage for this tier shall terminate upon the date retiree becomes Medicare eligible or death of retiree, whichever occurs first.

3.) **PEPRA CALPERS MEMBERS:** Upon simultaneous retirement from the CITY and from the CalPERS Retirement system, a full-time "PEPRA" employee hired on or after January 1, 2013 who has reached the age of sixty-two (62) shall continue to receive CITY paid health insurance based on the following terms of eligibility and level of CITY payment for the benefit:

(a) For any full-time PEPRA employee hired on or after January 1, 2013, the CITY shall pay its premium contribution toward health insurance of such full-time PEPRA employee who upon retirement has reached the age of 62 years, has at least twenty (20) years of service with the city, and actually commences to receive CalPERS retirement benefits.

(i) The cost of spousal coverage shall be \$250 per month. This rate shall be adjusted downward or upward annually by half of the City's percentage change compared to the prior plan year. This rate adjustment shall be effective for Plan Year beginning 2019.

(ii) At no time should the retiree's cost exceed 50% of the City's actual cost.

(b) All full-time PEPRA employees **hired on or after July 1, 2021** who meet the minimum requirements listed below shall receive the allotted health insurance coverage for the retired employee based on the City's self-funded health insurance plan rate for single party premium.

- (i) Twenty (20) years of full-time service with the City receives seventy-five percent (75%) of the single party rate; or
- (ii) Twenty-five (25) years of full-time service with the City receives one-hundred percent (100%) of the single party rate; and
- (iii) Age sixty-two (62) years for full CalPERS service retirement; and
- (iv) Retiree coverage for this tier shall terminate upon the date retiree becomes Medicare eligible or death of retiree, whichever occurs first.

E. MEDICARE: Any such retired employee who becomes eligible for coverage under Medicare and/or comparable governmental program shall thereupon no longer receive the full benefits available under the City's Health Insurance Plan but instead shall receive, at the City's expense, supplemental health insurance coverage equal to the difference between the coverage available under the City's Plan and the coverage available through Medicare and/or comparable governmental program.

- F. COBRA:** Any covered employee who retires from the City, or otherwise honorably separates from City service with less than the minimum requirements specified in Section D. of this Article shall be offered the opportunity to continue his/her participation in their group health insurance in effect at the time of such separation as provided for in the Consolidated Omnibus Reconciliation Act (COBRA). The cost of such participation by such separated employee shall be borne by the employee and paid directly to the health insurance carrier.
- G. INDUSTRIAL DISABILITY:** In addition to the rights provided in COBRA, all covered employees who retire from the City on industrial disability with less than the minimum requirements specified in Section D above shall be offered the opportunity to continue their participation in the group health insurance in effect at the time of such separation.
- 1.) The cost of such participation shall be borne by the retiree, and the premium shall be the same as the group composite rate (or the applicable rate of the multi-rate structure) in effect when each premium payment is due. The premium shall be paid directly to the City. Coverage will cease upon non-payment of premium or if payment is not received in a timely manner.
 - 2.) This benefit shall accrue to the spouse upon the death of such retiree who is insured under this provision. Coverage under this provision will cease if the retiree becomes eligible for another group health insurance plan through another employer or upon non-payment of premium or if payment is not received in a timely manner.
 - 3.) Should the City's group health insurance carrier no longer permit continuation, the City shall be under no obligation to continue allowing disability retirees to make self-payment to the City. In each of these instances, the retiree shall receive those benefits provided for in the COBRA.

SECTION 5. WELLNESS STIPEND

- A.** All affected employees will receive a wellness stipend of up to five hundred dollars (\$500.00) per fiscal year to use towards wellness related programs such as the cost of physical examinations, smoking cessation, diabetes management programs, weight loss programs, preventative health screenings, stress management programs, gym memberships, fitness trackers etc. The Human Resource Officer and/or designee shall make the determinations of eligibility for items not listed. This amount shall be cumulative to a total of one thousand dollars (\$1,000) every two years.
- B.** Any doctor of the employee's choice may provide said examination.
- C.** Employees shall provide acceptable proof of participation in a wellness program such as a doctor's certification, certificate of completion from the wellness related program, statement/receipt for gym membership, etc.

SECTION 6. LIFE INSURANCE

- A.** In addition to the respective amount of salary or compensation herein provided, all affected employees covered under this MOU shall be provided Term Life Insurance in an amount equal to one and one-half (1-1/2) times the actual annual salary of the covered employee.

- B. In lieu of term life insurance equal to one and one-half (1-1/2) times their actual annual salary; affected employees may elect to convert the term life to a Universal life policy. The premium amount paid by the City shall be equal to the amount of the term life insurance premium.

SECTION 7. STATE DISABILITY INSURANCE (SDI)

- A. City will reimburse affected employee for the cost of State Disability Insurance, up to the limits set by law, for each employee who qualifies for such benefit program.

SECTION 8. WORKERS' COMPENSATION

- A. The City will pay 90% of full salary in lieu of temporary disability payments for all full-time employees covered herein for leave of absence due to injury arising out of and in the course of employment as follows:
 - 1.) Sixty (60) calendar days off for every year of full-time employment with the City, to a maximum of twelve (12) months.
 - 2.) Employees who are on industrial injury leave with pay as a result of an injury or illness out of and occurring in the course of his/her employment with the City, shall continue to accrue longevity, vacation, sick leave, holidays and all such other benefits as set forth in this MOU the same as if they have been present for duty.

SECTION 9. EMPLOYEE SICK LEAVE

- A. **Sick Leave Earned:** Ten (10) hours of paid sick leave shall be earned for each calendar month or major fraction thereof of employment by all full-time probationary and permanent employees and shall be credited to the employee based on the employee's pay rate at the time the sick leave is earned.
- B. **Sick Leave Used:** Sick leave used (i.e. days/hours off work on sick leave status) shall be at the employee's rate of pay at the time the sick leave is used. The employee shall continue to accrue sick leave at his/her rate of pay at the time that the sick leave is earned.
- C. **Conversion of Sick Leave:** Subject to the limitations on conversion contained in Article II Section 2.B hereof:
 - 1.) All unused sick leave shall accrue from year to year on an unlimited basis except that after five (5) years of continued service, an employee may convert unused sick leave to cash or time off, subject to the following conditions:
 - 2.) Conversion, whether to cash or time off, shall be on the basis of one-half (1/2) day for each full day of unused sick leave. The time off option shall be at the employee's discretion with the approval of the department head.
 - 3.) No conversion shall be made until the employee has accrued more than ninety-six (96) hours of unused sick leave, nor shall any conversion be permitted which will reduce the amount of hours accrued below ninety-six (96) hours.

- 4.) Any employee who meets the above conditions may convert not more than sixty-four (64) hours sick leave in any one calendar year. Employees who have used less than one scheduled workday of sick leave in any one year and meet the above conditions may convert not more than eighty (80) sick leave hours in any twelve (12) month period. The exception to the annual conversion shall be in the event of termination, retirement, or death.

D. Conversion of Sick Leave at Time of Separation from City Service

- 1.) **Conversion at Separation:** Upon separation from the City, and completion of at least five (5) years of service, employees may be paid at the rate of fifty percent (50%) for up to seven-hundred-twenty (720) accrued hours of sick leave. Employees shall be denied sick leave payoff when leaving the City, only if he/she was either:
 - (a) Terminated for cause, or
 - (b) Resigned in lieu of termination
- 2.) Such payment shall be made at the employee's pay rate at the time of separation. That is:
 - i. If an employee has seven-hundred-twenty hours (720) or more accrued, payment shall be for three-hundred-sixty (360) hours.
 - ii. If an employee has less than seven-hundred-twenty hours (720) accrued, payment shall be at half of the employee's accrual at the time of separation.
- 3.) **Conversion at Retirement:** Upon simultaneous retirement from the City and from CalPERS, employees shall have the option of applying unused sick leave to their CalPERS account up to the limits set by CalPERS. The conversion rate will be at the employee's pay rate at the time of retirement.
- 4.) **Reinstatement to Full-Time Service:** Any permanent, full-time employee who is reinstated pursuant to the City Personnel Rules and Regulations shall be entitled to have restored to him/her any previously earned and unused sick leave not previously paid for pursuant to this MOU. Such reinstatement shall be at full value at the rate of pay at the time of separation.
- 5.) The freeze on converting unused sick leave to cash is rescinded.

SECTION 10. FAMILY LEAVE BENEFITS

A. Family Sick Leave is a negotiated benefit for eligible full-time employees.

- 1.) A full-time permanent employee may use accrued sick leave hours up to a maximum of sixty (60) hours in any one calendar year when the employee's presence is required elsewhere because of sickness or disability of members of the employee's immediate family.
- 2.) Immediate family shall be defined as the employee's spouse, child, father, mother, brother, sister, grandfather, grandmother, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, legal guardian or registered domestic partner.

B. Family Medical Leave Act (FMLA) and California Family Rights Act (CFRA)

- 1.) The City shall comply with the provisions of the FMLA and CFRA and any subsequent amendments to such.

- 2.) The FMLA and CFRA statutes shall supersede and be implemented in lieu of any MOU language or City policy or practices that provides a lesser benefit.
- 3.) Before the issuance of any administrative directive pertaining to leaves under FMLA and CFRA the City agrees to consult with GMEO regarding the impact of such directive on affected employees covered by this MOU.

C. MATERNITY AND PATERNITY LEAVE

- 1.) The department head with the concurrence of the Human Resources Officer may request a written certification from a competent medical authority that a pregnant employee is medically able to perform the duties of her position without risk to herself, her unborn child or potential liability to the City.
- 2.) Should the pregnant employee be required to be off work for medical necessity her leave time shall be charged in compliance with applicable FMLA and CFRA. The employee shall be reinstated in the position held at the time such leave was granted consistent with the provisions of FMLA and CFRA. Failure to return to work at the expiration of the approved leave of absence will constitute grounds for termination.
- 3.) A permanent employee shall be granted a leave of absence in accordance with FMLA to bond with a newborn, or placement of an adopted or foster child and be reinstated in his/her position held at the time such leave was granted according to the provisions of FMLA. Should both parents work for the City both employees shall qualify for such leave. Failure to return to work at the expiration of the approved leave of absence will constitute grounds for termination.

D. BEREAVEMENT LEAVE (DEATH-IN-FAMILY)

- 1.) In the event of a death of a member of the immediate family, immediately after such death has occurred an employee may be absent without loss of pay for five (5) consecutive workdays based on the employee's regular work schedule.
- 2.) If family circumstances necessitate, the employee may request in writing that Bereavement Leave be deferred to a later specified date. The employee shall submit the request in writing to the department head stating the reason such accommodation is needed, i.e. to accommodate out of state services for the deceased or other circumstances related to the loss of the family member, and the future date that such leave is expected to be taken.
- 3.) If needed and approved by the department head, five (5) additional leave days chargeable to sick leave may be taken along with the scheduled bereavement leave.
- 4.) Immediate family shall be defined for this purpose to include the employee's spouse, child, father, mother, brother, sister, grandfather, grandmother, grandchild, father-in-law, mother-in-law, brother-in-law, sister-in-law, legal guardian or registered domestic partner.
- 5.) As soon as possible considering the circumstances, the employee shall submit to the department head the name of the deceased, date of death and relationship to the employee. The department head shall forward such information to the Human Resources Officer for inclusion in the employee's personnel record. Unless otherwise requested by the employee, the Human Resources Officer shall see that the deceased family member is remembered in memoriam at the closing of the next City Council meeting.

SECTION 11. HOLIDAYS

A. CITY HOLIDAYS: All affected employees shall have the following paid holidays off:

- 1.) New Year's Day: January 1 or the first regular City Hall workday of the year;
- 2.) Martin Luther King Jr. Birthday: Third Monday of January;
- 3.) Presidents Day: Third Monday of February;
- 4.) Memorial Day: Last Monday of May;
- 5.) Independence Day: July 4;
- 6.) Labor Day: First Monday of September;
- 7.) Veterans Day: November 11;
- 8.) Thanksgiving Day: Fourth Thursday of November;
- 9.) Friday after Thanksgiving Day;
- 10.) Christmas Eve: December 24;
- 11.) Christmas Day: December 25; and
- 12.) New Year's Eve: December 31.

B. SATURDAY/SUNDAY HOLIDAYS: If a scheduled holiday falls on a Saturday, City Hall will be closed the Friday prior to the holiday; if the holiday falls on a Sunday, City Hall will be closed the Monday after the holiday. Any exceptions to this shall be determined by the City based on practical levels of service to the community.

C. ADJUSTED HOLIDAY HOURS/FLOATING-DAY COMPENSATION CREDIT (FC)

- 1.) If a Holiday falls on an employee's regular 9/80 day-off, as described in Article III. Section 2, B. hereof, the employee will be credited with Floating-Day Compensation Credit (FC) on an hour for hour basis for that day. Based on City Hall operating hours under the 9/80 Plan, FC when earned will be credited as follows:
 - i. If the holiday falls on a Monday, Tuesday, Wednesday or Thursday, nine (9) hours of FC will be credited;
 - ii. If the holiday falls on a Friday, eight (8) hours of FC will be credited.
- 2.) Should City Hall hours of operation change, the number of hours of FC credited under this circumstance shall be adjusted accordingly so that FC is credited on an hour for hour basis.
- 3.) FC earned because of the employee's regular 9/80 day-off shall be used within the fiscal year earned or be forfeited on July 1 of the following fiscal year.
- 4.) With the approval of the department head, Floating-Day Compensation hours may be taken as the employee desires with Department Head approval and may be taken in any hour or partial hour amount and in combination with any other accrued leave type.

D. FLOATING HOLIDAY (FH)

- 1.) In addition to the twelve (12) scheduled holidays, each January 1st represented employees shall be credited with twenty (20) hours of Floating Holiday time.
- 2.) Such FH shall be used within the calendar year or be forfeited.
- 3.) With the approval of the department head, Floating Holiday hours, may be taken as the employee desires with the department heads approval and may be taken in any hour or partial hour amount and in combination with any other leave type.

SECTION 12. VACATION

A. VACATION EARNED

- 1.) Affected employees who have completed the following years of service shall receive vacation benefits per month or major fraction thereof. Earn rates shall become effective on the employee's anniversary date as follows:

Completed Service From Date of Hire (DOH)	Hours Earned Per Month	Total Hours Earned Annually	Maximum Hours Allowable Accrual
From DOH	10.00	120	240
5 years of service	14.00	168	336
10 years of service	16.50	198	396
15 years of service	18.25	219	438
20 years of service	15.25	183	360
25 years of service	12.00	144	360
30 years of service	9.00	108	360

- 2.) Vacation time shall be available for use immediately after it has been earned; provided however that new City employees may not use vacation time until after such employee has successfully completed his/her probationary period and been granted permanent status.
- 3.) When an employee permanently separates from service with the City, he/she shall receive compensation equal to the full value of all unused and accrued vacation time based on his/her then current regular base compensation. This shall likewise apply in the case of death of the employee in which event the amount shall be paid to the legally recognized beneficiary of the estate of the deceased. "Regular Base Compensation" shall mean the employee's regular base salary as provided for in Article II of this MOU.
- 4.) The employee, subject to approval by the department head or the City Manager, shall determine the time of taking vacations. In the event of conflict between two or more employees' vacation requests within a department or a classification, the principle of seniority shall govern.

- 5.) Periods of absence from work because of sickness or other reasons mutually agreed upon during the employment term shall be considered as time worked in computation of the vacation credit. Employees shall also continue to earn and accrue vacation time credit during paid legal holidays or when they are on vacation or jury service.
- 6.) Accrued vacation leave balances shall appear on the employee's regular pay statement.

B. VACATION ACCRUALS

- 1.) An eligible employee may accrue into the succeeding calendar year an amount of vacation leave equal to the maximum number of hours stated in accordance with Article IV. Section 13 A.
- 2.) It shall be the employee's responsibility to monitor personal leave accruals and to maintain such accruals within the limits agreed to in this MOU.
- 3.) In January of each year, the Human Resource Officer shall review the accrued leave balance for each employee and identify all employees who on January 1st had accruals in excess of the authorized maximum. The Human Resources Officer shall notify in writing the affected employee and his/her department head.
- 4.) If an employee exceeds his/her maximum accrual as of December 31st of any calendar year, said employee shall have a thirty-day grace period within which to reduce the excess hours to an amount below the maximum accrual level. If, after the grace period has expired, an employee has accrued hours in excess of the maximum accrual amount, then the employee shall cease to accrue vacation leave until the employee reduces his/her accrued leave balance to an amount below the maximum accrual level.
- 5.) An employee who has excess vacation accrual hours as of January 1st each year shall eliminate the overage in accordance with Article IV. Section 13. H.

C. VACATION BUY-BACK

- 1.) Any employee who on January 1 of each year has an accrued leave balance that exceeds the maximum vacation accrual allowance as provided in Article IV. Section 13 A. hereof shall enter into a written agreement with the department head, and with the concurrence of the Human Resources Officer, to eliminate such excess hours. It is the intent of this provision to maintain all accrued leave balances at or below the authorized accrual rate.
- 2.) Employees will have the opportunity to cash out a maximum of 80 vacation hours per calendar year. Employee will be required to maintain a minimum of 120 vacation hour balance at time of cash out.
- 3.) The maximum vacation accrual pay-off upon separation from the City of Gardena after January 1, 2018 shall be 500 hours. Within two years of service retirement, employees in excess of 500 hours' vacation, may enter into a mutual agreement with their Department Head, to reduce their vacation accrual balance by establishing a time off schedule. Said agreement must be in writing and all time off according to the agreed upon schedule, must be completed prior to pay-off of any remaining vacation accrual balances. Any mutually agreed upon time off that is subsequently denied by management due to business necessity will be paid in full equal to the amount of time off denied.

- 4.) The freeze on payment of vacation accruals in excess of the maximum allowable number is rescinded.

SECTION 13. BILINGUAL BONUS PAY

- A.** Employees, whose use of a language other than English is of significant benefit to the operations of the department and the City as determined by the department head and the Human Resources Officer, shall receive bilingual bonus pay subject to the following rules:
 - 1.) To qualify for Bilingual Bonus pay, an employee must have completed probation and successfully passed a language proficiency test that is job related to his/her duties and responsibilities. The test need not be written, but may test verbal skills in communication with non-English speaking persons.
 - 2.) The Human Resources Officer may require that a qualified employee re-test and successfully pass an annual language proficiency test in order to remain eligible for the Bilingual Bonus.
 - 3.) The Human Resources Officer shall determine the languages which shall qualify and the specific tests to be given to certify eligibility.
- B.** Bilingual Bonus shall be paid at the rate of thirty-one dollars (\$31.00) per pay period as long as the employee is eligible for this bonus.

SECTION 14. PER DIEM

- A.** Affected employees covered under this MOU shall receive, pursuant to Resolution 3100 as may be amended, a per diem in the amount of forty-five (\$45.00), when required to attend conferences, seminars, workshops, training sessions or similar other events when such are held out of the City requiring travel of one-hundred (100) miles or overnight stay.

SECTION 15. JURY DUTY

- A.** Any affected employee who is summoned for jury service at any court during regularly scheduled hours of work will continue to receive regular compensation while on jury service.

ARTICLE V. GRIEVANCE PROCEDURE AND FACT-FINDING

SECTION 1. DEFINITIONS

- A.** The procedure set forth herein shall be used to resolve any grievance for which no other methods or solution are provided by law.
- B.** A grievance is defined as a complaint by one or more employees concerning the application or interpretation of ordinances, resolutions, personnel rules and regulations, policies, practices, procedures, or this MOU affecting the employee's wages, hours and working conditions.

- C. The grieving employee(s) may be represented by an attorney, GMEO, or both, at the formal stages of the grievance procedure.
- D. The time periods set forth in this procedure are mandatory, unless the grieving employee and the City waive such time period(s) by mutual written consent. Employees shall be assured of freedom from reprisal for using these grievance procedures.

SECTION 2. PROCEDURES

A. EMPLOYEE RESPONSIBILITY

- 1.) In any instance of grievance, the grieving employee(s) shall first make efforts to resolve such grievance with his/her immediate supervisor or the department head.
- 2.) In the event such are not productive of a mutually satisfactory solution, the grieving employee(s) and/or GMEO representative may reduce the complaint to writing.
- 3.) Said complaint shall set forth all the facts necessary to the understanding of the issues involved.
- 4.) The complaint shall be signed by the employee(s) and shall be submitted in three (3) copies to the employee's immediate supervisor or department head.

B. INVESTIGATION AND FACT-FINDING

- 1.) The supervisor or department head shall hold a meeting with the aggrieved employee(s).
- 2.) The department head will make such investigation of the facts and issues as deemed necessary and upon reaching a conclusion, and within five (5) working days of receipt of the grievance statement, shall reply in writing, stating his/her determination. The two (2) copies of such reply shall be made, one of which shall be transmitted to the employee(s), and the other one retained by the department head.
- 3.) The use of the fact-finding step by GMEO shall be elective and may be bypassed if the affected employee or GMEO desire to do so.

C. SUBMISSION OF COMPLAINT TO HUMAN RESOURCES OFFICER

- 1.) If the employee(s) wishes to process the grievance beyond the department level, the employee(s) shall, within ten (10) working days of the receipt of the department head's determination, so notify the department head. The department head shall immediately submit to the Human Resources Officer two (2) copies of the employee's original grievance complaint and the department head's determination.
- 2.) The Human Resources Officer shall, without delay, arrange a meeting with GMEO representative and the employee(s). At such meeting, discussion shall be limited to the issues raised in the grievance complaint, and an earnest effort shall be made at a satisfactory resolution of the complaint.
 - (a) Such notes and memoranda as the Human Resources Officer deems required, shall be made of the substance of the issues and conclusions and findings of the meeting.

- (b) The conclusions and findings of this meeting shall be reduced to writing and shall be final, except that in cases which involve the alleged violation of this MOU, the City's Personnel Rules and Regulations, ordinances, resolutions, policies and procedures, GMEO may, within ten (10) working days, request submission of the issue to an impartial arbitrator who shall ascertain the facts and make a recommendation which shall not be binding on either party.

D. SUBMISSION OF COMPLAINT TO AN ARBITRATOR

- 1.) The fees and expenses of the arbitrator shall be borne equally by the parties with the arbitrator selected as follows:
 - (a) GMEO may request a panel of five (5) arbitrators from the California State Conciliation and Mediation Service.
 - (b) Upon receipt of the names, the first party to strike a name shall be determined by lot; thereafter each party shall alternately strike names until only one (1) name remains; that individual shall be the arbitrator.
- 2.) The arbitrator shall determine the facts in a manner mutually agreed upon and shall, within thirty (30) calendar days submit his/her findings and recommendations to the parties.
- 3.) Within ten (10) calendar days of the receipt by the parties of the arbitrator's findings and recommendation, the City Manager shall review the grievance in its entirety and render a decision to GMEO.
- 4.) Should the findings and determination of the City Manager not satisfy GMEO, the grievance may then be referred to the City Council for final determination in accordance with this Article.

E. SUBMISSION OF COMPLAINT TO THE CITY COUNCIL

- 1.) A complaint, which is requested to be submitted to the City Council, shall be submitted by the Human Resources Officer at the next regularly scheduled meeting of the City Council.
- 2.) The decision of the City Council shall be final.

ARTICLE VI. MISCELLANEOUS

SECTION 1. DUES DEDUCTION

- A. GMEO shall provide a list of employees who are members of GMEO and who has authorized dues deductions.
- B. GMEO will provide the CITY with a list of GMEO members who have provided written authorization for payroll dues deductions to GMEO. The CITY agrees to deduct from the net amount due each pay day the monthly dues of each employee in the list. If there are any changes to the list, GMEO will provide the CITY with an updated list.
- C. GMEO shall indemnify, defend and hold the City harmless from any and all claims, demands, or suits, or other action arising from the organizational security provisions contained herein, including, claims for deductions made in reliance on GMEO's representations and certifications regarding valid written employee dues deduction authorizations

SECTION 2. NEW EMPLOYEE ORIENTATION

City will provide the Association with 10 calendar days advanced notice, or as soon as practicable, of all new employee orientations within the bargaining unit. The Association will select its representative to meet with the new employee, outside of the presence of a City representative, at the completion of the City orientation. When selecting its representative, the Association will make reasonable efforts to minimize disruption to department operational needs.

SECTION 3. EMPLOYEE RELATIONS AND TIME-OFF FOR AGENCY BUSINESS

- A.** GMEO authorized representatives shall be allowed reasonable time off without loss of pay to prepare for and attend negotiation sessions, to attend GMEO membership meetings, and to participate in grievance and disciplinary action appeal hearing, etc.
- B.** In addition to the above, authorized GMEO representatives shall collectively receive a total of no more than two-hundred-eighty (280) hours per calendar year of GMEO time-off without loss of pay in order to prepare for grievance and disciplinary proceedings, and to attend conferences, seminars, workshops, etc.
- C.** Advance notice of the need for time off under this Article shall be given to the Department Head at least twenty-four (24) hours prior to use of such time.
- D.** If it is not possible for GMEO representative desiring the time off to give such advance notice or in the absence of the Department Head, he/she must receive express authorization from the Human Resources Officer for such time.
- E.** The City shall make available to GMEO a meeting room for membership and/or Board meetings as may be necessary from time to time.

SECTION 4. CITY RIGHTS

- A.** During the term of this MOU, the City shall have the exclusive right to determine the mission of its constituent departments, commissions and boards; set standards of service; direct its employees; take disciplinary action for cause; maintain the efficiency of governmental operations; determine the methods, means and personnel by which government operations are to be conducted; take all necessary actions to carry out its mission in emergencies; exercise complete control and discretion over its organization and the technology of performing its work, and determine the procedures and standards of selection for employment and promotion, provided.
- B.** However, the exercise of such rights does not preclude affected employees or their representatives from meeting and conferring with the City or filing grievances about the consequences that decisions in these matters may have on wages, hours and other terms and conditions of employment.

SECTION 5. NONDISCRIMINATION, EQUAL OPPORTUNITY, AFFIRMATIVE ACTION

- A.** The City and GMEO agree that both parties have a crucial role in the development and implementation of equal employment opportunities. Both parties mutually accept the responsibility for carrying out these provisions.
- B.** The parties agree to cooperate actively and positively in supporting the concept of affirmative action designed to accomplish equal opportunity for all employees and to seek and achieve the highest potential and productivity in employment situations.

- C. The City and GMEO agree to provide encouragement, assistance and appropriate training opportunities so that all employees may utilize their abilities to the fullest extent.
- D. The City will exert every effort possible to encourage upward mobility of employees now at lower grade levels so that they may work at their fullest potential.

SECTION 6. CONFLICT OF MOU AND RESOLUTION

- A. The parties understand and agree that the City's Personnel Rules and Regulations, adopted by Resolution #4171 and as may be amended, shall continue in effect, except as modified herein with respect to affected employees covered under this MOU.
- B. In the event of proposed changes to said Rules and Regulations, GMEO shall be advised, for the purpose of enabling the City and GMEO to meet and confer as soon as possible with respect to any such proposed changes.
- C. The parties further agree that at no time shall any proposed changes to said Rules and Regulations affecting employees covered under this MOU be adopted or acted upon without first having the parties meet and confer.

SECTION 7. BINDING UPON SUCCESSORS

- A. This MOU shall be binding upon any other employee organization, which, during the term of this MOU, succeeds as GMEO as the recognized employee organization to represent the employees covered by this MOU.

SECTION 8. TERM OF AGREEMENT AND REOPENERS

- A. The term of this MOU shall be July 1, 2021 to June 30, 2025.
- B. In recognition of the intent of the Preamble of this MOU, the City and GMEO agree to meet and confer if any condition arises that substantially impacts the City's continued financial stability and to work together to ensure the continuous delivery of quality public services while protecting employee salaries and benefits to the highest extent possible.

SECTION 9. OTHER ITEMS

- A. Other issues within the scope of bargaining, including, but not limited to, determination of appropriate survey cities, merit increases and incentive options, leave schedules, salary surveys, retirement options and other benefits may be negotiated separate from the terms of this MOU.
- B. Should the parties subsequently agree to additional language changes on any matter that will further future negotiations, such language shall be adopted as an addendum to the ratified MOU and incorporated into the MOU at the appropriate time.

ARTICLE VII. IMPLEMENTATION

SECTION 1. ADOPTION OF RESOLUTION: Following ratification of this MOU by GMEO and the City, its terms and conditions shall be implemented by appropriate resolution or other lawful action adopted of the City Council.

SECTION 2. AMENDMENTS TO MOU: The CITY and GMEO shall continue to work to further clarify all definitions, references, and language within this MOU to facilitate understanding and implementation of agreed upon terms and shall document any subsequent agreement by separate letter, amendment or revised MOU as determined by the parties.

EXECUTED by and between the parties on this 14th day of December 2021, at Gardena, California.

CITY OF GARDENA (CITY)

**GARDENA MANAGEMENT
EMPLOYEES ORGANIZATION (GMEO)**

By: _____
TASHA CERDA, Mayor

By: _____
DONNY HARRIS, GMEO President

By: _____
KEVIN THOMAS, GMEO Vice-President

ATTESTED:

APPROVED AS TO FORM:

By: _____
MINA SEMENZA, City Clerk

By: _____
CARMEN VAZQUEZ, City Attorney

EXHIBIT "A"
CLASSIFICATION AND COMPENSATION PLAN – as of July 1, 2021

EXHIBIT A is hereby amended concurrently with any adopted amendments to the City Classification and Compensation Plan, applying all pay category adjustments referenced in this MOU.

Positions	Steps Grade	*1*	*2*	*3*	*4*	*5*	*6*
Administrative Management Analyst I	118	6,659	6,992	7,342	7,709	8,094	8,499
Administrative Management Analyst II	120	6,996	7,346	7,713	8,099	8,504	8,929
Administrative Services Manager	126	8,113	8,519	8,945	9,392	9,862	10,355
Community Development Manager	126	8,113	8,519	8,945	9,392	9,862	10,355
Economic Development Analyst	108	5,202	5,462	5,735	6,022	6,323	6,639
Economic Development Manager	126	8,113	8,519	8,945	9,392	9,862	10,355
Equipment Maintenance Superintendent	128	8,524	8,950	9,398	9,868	10,361	10,879
Facilities Maintenance Supervisor	119	6,825	7,166	7,524	7,900	8,295	8,710
Family Child Care Manager	126	8,113	8,519	8,945	9,392	9,862	10,355
FCC Therapist/Trainer II	132	9,408	9,878	10,372	10,891	11,436	12,008
Finance and Administrative Services Mgr.	128	8,524	8,950	9,398	9,868	10,361	10,879
Fleet Maintenance Supervisor	119	6,825	7,166	7,524	7,900	8,295	8,710
Information Technology Manager	130	8,955	9,403	9,873	10,367	10,885	11,429
Park Maintenance Superintendent	130	8,955	9,403	9,873	10,367	10,885	11,429
Plan Check Engineer	131	9,179	9,638	10,120	10,626	11,157	11,715
Principal Civil Engineer	138	10,910	11,456	12,029	12,630	13,262	13,925
Recreation & Human Services Superintendent	126	8,113	8,519	8,945	9,392	9,862	10,355
Recreation Program Administrator	130	8,955	9,403	9,873	10,367	10,885	11,429
Recreation Services Manager	119	6,825	7,166	7,524	7,900	8,295	8,710
Senior Administrative Analyst	124	7,722	8,108	8,513	8,939	9,386	9,855
Senior Planner	122	7,350	7,718	8,104	8,509	8,934	9,381
Street Maintenance Superintendent	130	8,955	9,403	9,873	10,367	10,885	11,429

Transit Training and Safety Supervisor	119	6,825	7,166	7,524	7,900	8,295	8,710
Transportation Administrative Manager	126	8,113	8,519	8,945	9,392	9,862	10,355
Transportation Operations Supervisor	117	6,497	6,822	7,163	7,521	7,897	8,292

EXHIBIT "B"
LAYOFFS AND RECALL PROCEDURES

SECTION 1. REDUCTION IN WORKFORCE

- A. Sixty (60) days prior to the implementation of this section, the CITY will notify GMEO of the CITY's intent. During the 60-day period prior to the required 30-day notice, the CITY and GMEO will meet to discuss voluntary separation incentive programs and other alternatives to layoffs.
- B. **Designating Positions for Layoff.** The City shall designate the positions for layoff by classification and Department.
- C. **Order of Layoff** – When a position is to be designated for layoff, the order of layoff shall be as follows:
1. Permanent employees shall be laid off in inverse order of seniority in each classification. For the purposes of layoff, seniority is defined as the length of total service in all classifications as a permanent City employee, including probationary and non-probationary status, but not including time served as a temporary employee.

In the event of a tie, the City will review the employees' most recent annual performance evaluations. The employee with the lower overall rating on the most recent annual performance evaluation shall be laid off first. If all the ratings are equal, then priority shall be determined by a flip of a coin, performed in the presence of a representative of the City and GMEO.

- D. **Written Notice of Layoff.** Any employee to be laid off will be given written notice of layoff not less than 30 days prior to the effective date of such layoff. A copy of the layoff notice will be simultaneously provided to GMEO. The City will meet and confer with GMEO regarding the impacts of the proposed layoff as required by the MMBA.

SECTION 2: BUMPING RIGHTS

- A. **ELIGIBILITY.** Only permanent, non-probationary employees shall be eligible to exercise bumping rights. A permanent, non-probationary employee who is subject to layoff shall be eligible to exercise bumping rights, unless the City Manager and Department Head refuse to permit bumping because:
1. The employee is on a Performance Improvement Plan at the time of layoff; or
 2. The employee has received discipline of suspension or higher within the last two years.
- B. **POSITIONS INTO WHICH EMPLOYEE MAY BUMP**
1. Permanent employees who are displaced from their positions due to reduction in work force shall be entitled to placement in any department 1) in the same or lower classification represented by GMEO in the same class series, or 2) in a lower classification represented by GMEO in which the affected employee once had permanent status.
 2. The employee who exercises a bumping right can only do so if he or she has more seniority than the incumbent in the lower classification. If an employee

exercises this right, this employee bumps the employee with the least seniority in that lower classification.

3. The following positions are exempt from the bumping procedure, and an employee may not exercise his or her right to bump into these positions:
 - a. A position that is grant-funded;
 - b. A Confidential position; or
 - c. A position held by an employee in the following at-will status: part-time, temporary, provisional, transitional, and emergency.
- C. **Notice to Exercise Bumping Right.** An employee who is eligible and wishes to exercise his or her bumping right must do so in writing to the Human Resources Manager within five (5) calendar days of receiving the notice of layoff.
- D. Permanent employees who are displaced by other employees under this section are entitled, in turn, to the placement rights contained in this section.

SECTION 3. REHIRING OF LAID-OFF WORKERS

- A. **Recall List.** Any employee who is laid off or who bumps into a lower classification shall be placed on a Recall List for a period of two years.
- B. **Order of Recall.** If the City is able to rehire into a position that was previously designated for layoff, the CITY shall rehire those employees who are on the Recall List and who previously held the position into which the City is rehiring. The City shall rehire the employee with the most seniority at the time of layoff first.
- C. **Recall Notice.** The City shall send a Recall Notice to employees on the Recall List who are eligible to be rehired. The Recall Notice to an employee who has been laid off shall be sent by Registered Mail, Return Receipt Requested to the last known address of the employee and sent by email to the last known email address of the employee. It is the employee's responsibility to keep the City updated with his or her most current contact information.
- D. **Responding to Recall Notice.** An employee must respond within 10 calendar days after receiving the Recall Notice by Registered mail or receiving the email in order to be rehired into his or her previously held position. An employee recalled from layoff shall assume the same salary step and seniority that he or she held at the time of layoff. Failure to respond within the deadline, unless due to actual illness or accident (the City may require proof of illness or accident), will cause the employee to be removed from the Recall List.
- E. If there are no employees on the Recall List that are eligible to be rehired into a vacant position, then the City will conduct an open recruitment to fill the position.

**CITY OF GARDENA
CLASSIFICATION AND COMPENSATION PLAN
AS OF DECEMBER 14, 2021**

Contract Increase due to Gardena Management Employees Association 2021-2025 contract

3 Work Experience Minimum Wage

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	-	-	-	-	-	-
MONTHLY	-	-	-	-	-	-
BI-WEEKLY	-	-	-	-	-	-
HOURLY	0.0000	-	-	-	-	-

4

STEP	*4*	*5*	*6*
ANNUAL	28,488.00	29,916.00	31,416.00
MONTHLY	2,374.00	2,493.00	2,618.00
BI-WEEKLY	1,095.69	1,150.62	1,208.31
HOURLY	13.6962	14.3827	15.1038

**5 Assistant Site Manager I
5 Geriatric Aide**

STEP	*4*	*5*	*6*
ANNUAL	27,816.00	29,208.00	30,672.00
MONTHLY	2,318.00	2,434.00	2,556.00
BI-WEEKLY	1,069.85	1,123.38	1,179.69
HOURLY	13.3731	14.0423	14.7462

**6 Clerical Aide I
6 Police Aide**

STEP	*4*	*5*	*6*
ANNUAL	28,524.00	29,952.00	31,452.00
MONTHLY	2,377.00	2,496.00	2,621.00
BI-WEEKLY	1,097.08	1,152.00	1,209.69
HOURLY	13.7135	14.4000	15.1212

**7 Peer Advocate Counselor II
7 Storeroom Aide**

STEP	*4*	*5*	*6*
ANNUAL	27,852.00	29,244.00	30,708.00
MONTHLY	2,321.00	2,437.00	2,559.00
BI-WEEKLY	1,071.23	1,124.77	1,181.08
HOURLY	13.3904	14.0596	14.7635

**8 Assistant Site Manager II
8 Community Aide I**

STEP	*4*	*5*	*6*
ANNUAL	28,560.00	29,988.00	31,488.00
MONTHLY	2,380.00	2,499.00	2,624.00
BI-WEEKLY	1,098.46	1,153.38	1,211.08
HOURLY	13.7308	14.4173	15.1385

9

STEP		*4*	*5*	*6*
ANNUAL		27,876.00	29,268.00	30,732.00
MONTHLY		2,323.00	2,439.00	2,561.00
BI-WEEKLY		1,072.15	1,125.69	1,182.00
HOURLY		13.4019	14.0712	14.7750

10

STEP		*4*	*5*	*6*
ANNUAL		28,572.00	30,000.00	31,500.00
MONTHLY		2,381.00	2,500.00	2,625.00
BI-WEEKLY		1,098.92	1,153.85	1,211.54
HOURLY		13.7365	14.4231	15.1442

11

STEP		*4*	*5*	*6*
ANNUAL		27,888.00	29,280.00	30,744.00
MONTHLY		2,324.00	2,440.00	2,562.00
BI-WEEKLY		1,072.62	1,126.15	1,182.46
HOURLY		13.4077	14.0769	14.7808

12

STEP		*4*	*5*	*6*
ANNUAL		28,584.00	30,012.00	31,512.00
MONTHLY		2,382.00	2,501.00	2,626.00
BI-WEEKLY		1,099.38	1,154.31	1,212.00
HOURLY		13.7423	14.4288	15.1500

13 Assistant Site Manager III
13 Certified Nursing Assistant

STEP		*3*	*4*	*5*	*6*
ANNUAL		27,900.00	29,292.00	30,756.00	32,292.00
MONTHLY		2,325.00	2,441.00	2,563.00	2,691.00
BI-WEEKLY		1,073.08	1,126.62	1,182.92	1,242.00
HOURLY		13.4135	14.0827	14.7865	15.5250

14 Pool Cashier
14 Recreation Leader I

STEP		*3*	*4*	*5*	*6*
ANNUAL		28,608.00	30,036.00	31,536.00	33,108.00
MONTHLY		2,384.00	2,503.00	2,628.00	2,759.00
BI-WEEKLY		1,100.31	1,155.23	1,212.92	1,273.38
HOURLY		13.7538	14.4404	15.1615	15.9173

15

STEP		*2*	*3*	*4*	*5*	*6*
ANNUAL		27,924.00	29,316.00	30,780.00	32,316.00	33,936.00
MONTHLY		2,327.00	2,443.00	2,565.00	2,693.00	2,828.00
BI-WEEKLY		1,074.00	1,127.54	1,183.85	1,242.92	1,305.23
HOURLY		13.4250	14.0942	14.7981	15.5365	16.3154

16

STEP	*1*
ANNUAL	31,548.00
MONTHLY	2,629.00
BI-WEEKLY	1,213.38
HOURLY	15.1673

17 Clerk Typist

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	27,936.00	29,328.00	30,792.00	32,328.00	33,948.00	35,640.00
MONTHLY	2,328.00	2,444.00	2,566.00	2,694.00	2,829.00	2,970.00
BI-WEEKLY	1,074.46	1,128.00	1,184.31	1,243.38	1,305.69	1,370.77
HOURLY	13.4308	14.1000	14.8038	15.5423	16.3212	17.1346

18

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	28,632.00	30,060.00	31,560.00	33,144.00	34,800.00	36,540.00
MONTHLY	2,386.00	2,505.00	2,630.00	2,762.00	2,900.00	3,045.00
BI-WEEKLY	1,101.23	1,156.15	1,213.85	1,274.77	1,338.46	1,405.38
HOURLY	13.7654	14.4519	15.1731	15.9346	16.7308	17.5673

19 FCC Program Assistant I

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	29,352.00	30,816.00	32,352.00	33,972.00	35,676.00	37,464.00
MONTHLY	2,446.00	2,568.00	2,696.00	2,831.00	2,973.00	3,122.00
BI-WEEKLY	1,128.92	1,185.23	1,244.31	1,306.62	1,372.15	1,440.92
HOURLY	14.1115	14.8154	15.5538	16.3327	17.1519	18.0115

20

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	30,084.00	31,584.00	33,168.00	34,824.00	36,564.00	38,388.00
MONTHLY	2,507.00	2,632.00	2,764.00	2,902.00	3,047.00	3,199.00
BI-WEEKLY	1,157.08	1,214.77	1,275.69	1,339.38	1,406.31	1,476.46
HOURLY	14.4635	15.1846	15.9462	16.7423	17.5788	18.4558

21 Police Assistant**21 Police Cadet**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	30,840.00	32,388.00	34,008.00	35,712.00	37,500.00	39,372.00
MONTHLY	2,570.00	2,699.00	2,834.00	2,976.00	3,125.00	3,281.00
BI-WEEKLY	1,186.15	1,245.69	1,308.00	1,373.54	1,442.31	1,514.31
HOURLY	14.8269	15.5712	16.3500	17.1692	18.0288	18.9288

22 Lifeguard/Instructor**22 Recreation Leader II**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	31,608.00	33,192.00	34,848.00	36,588.00	38,412.00	40,332.00
MONTHLY	2,634.00	2,766.00	2,904.00	3,049.00	3,201.00	3,361.00
BI-WEEKLY	1,215.69	1,276.62	1,340.31	1,407.23	1,477.38	1,551.23
HOURLY	15.1962	15.9577	16.7538	17.5904	18.4673	19.3904

23 Community Aide II

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	32,400.00	34,020.00	35,724.00	37,512.00	39,384.00	41,352.00
MONTHLY	2,700.00	2,835.00	2,977.00	3,126.00	3,282.00	3,446.00
BI-WEEKLY	1,246.15	1,308.46	1,374.00	1,442.77	1,514.77	1,590.46
HOURLY	15.5769	16.3558	17.1750	18.0346	18.9346	19.8808

24

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	33,216.00	34,872.00	36,612.00	38,448.00	40,368.00	42,384.00
MONTHLY	2,768.00	2,906.00	3,051.00	3,204.00	3,364.00	3,532.00
BI-WEEKLY	1,277.54	1,341.23	1,408.15	1,478.77	1,552.62	1,630.15
HOURLY	15.9692	16.7654	17.6019	18.4846	19.4077	20.3769

25

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	34,044.00	35,748.00	37,536.00	39,408.00	41,376.00	43,440.00
MONTHLY	2,837.00	2,979.00	3,128.00	3,284.00	3,448.00	3,620.00
BI-WEEKLY	1,309.38	1,374.92	1,443.69	1,515.69	1,591.38	1,670.77
HOURLY	16.3673	17.1865	18.0462	18.9462	19.8923	20.8846

26 Pool Supervisor

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	34,896.00	36,636.00	38,472.00	40,392.00	42,408.00	44,532.00
MONTHLY	2,908.00	3,053.00	3,206.00	3,366.00	3,534.00	3,711.00
BI-WEEKLY	1,342.15	1,409.08	1,479.69	1,553.54	1,631.08	1,712.77
HOURLY	16.7769	17.6135	18.4962	19.4192	20.3885	21.4096

27

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	35,772.00	37,560.00	39,444.00	41,412.00	43,488.00	45,660.00
MONTHLY	2,981.00	3,130.00	3,287.00	3,451.00	3,624.00	3,805.00
BI-WEEKLY	1,375.85	1,444.62	1,517.08	1,592.77	1,672.62	1,756.15
HOURLY	17.1981	18.0577	18.9635	19.9096	20.9077	21.9519

28 Recreation Leader III

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	36,672.00	38,508.00	40,428.00	42,444.00	44,568.00	46,800.00
MONTHLY	3,056.00	3,209.00	3,369.00	3,537.00	3,714.00	3,900.00
BI-WEEKLY	1,410.46	1,481.08	1,554.92	1,632.46	1,714.15	1,800.00
HOURLY	17.6308	18.5135	19.4365	20.4058	21.4269	22.5000

29 Account Clerk**29 Customer Service Clerk I****29 Printing & Technology Intern****29 Recreation Therapist**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	37,584.00	39,468.00	41,436.00	43,512.00	45,684.00	47,964.00
MONTHLY	3,132.00	3,289.00	3,453.00	3,626.00	3,807.00	3,997.00
BI-WEEKLY	1,445.54	1,518.00	1,593.69	1,673.54	1,757.08	1,844.77
HOURLY	18.0692	18.9750	19.9212	20.9192	21.9635	23.0596

30 Custodian I
30 FCC Education Assistant II
30 FCC Program Assistant II

	1	*2*	*3*	*4*	*5*	*6*
ANNUAL	38,520.00	40,452.00	42,480.00	44,604.00	46,836.00	49,176.00
MONTHLY	3,210.00	3,371.00	3,540.00	3,717.00	3,903.00	4,098.00
BI-WEEKLY	1,481.54	1,555.85	1,633.85	1,715.54	1,801.38	1,891.38
HOURLY	18.5192	19.4481	20.4231	21.4442	22.5173	23.6423

31 Paratransit Driver

	1	*2*	*3*	*4*	*5*	*6*
STEP						
ANNUAL	39,480.00	41,460.00	43,536.00	45,708.00	47,988.00	50,388.00
MONTHLY	3,290.00	3,455.00	3,628.00	3,809.00	3,999.00	4,199.00
BI-WEEKLY	1,518.46	1,594.62	1,674.46	1,758.00	1,845.69	1,938.00
HOURLY	18.9808	19.9327	20.9308	21.9750	23.0712	24.2250

32 Home Improvement Maintenance Helper
32 Right-of-Way Maintenance Worker

	1	*2*	*3*	*4*	*5*	*6*
STEP						
ANNUAL	40,464.00	42,492.00	44,616.00	46,848.00	49,188.00	51,648.00
MONTHLY	3,372.00	3,541.00	3,718.00	3,904.00	4,099.00	4,304.00
BI-WEEKLY	1,556.31	1,634.31	1,716.00	1,801.85	1,891.85	1,986.46
HOURLY	19.4538	20.4288	21.4500	22.5231	23.6481	24.8308

33 Customer Service Clerk II
33 Equipment Utility Worker I
33 Police Records Technician I
33 Police Service Technician
33 Public Safety Officer
33 Relief Bus Operator Trainee

	1	*2*	*3*	*4*	*5*	*6*
STEP						
ANNUAL	41,472.00	43,548.00	45,720.00	48,012.00	50,412.00	52,932.00
MONTHLY	3,456.00	3,629.00	3,810.00	4,001.00	4,201.00	4,411.00
BI-WEEKLY	1,595.08	1,674.92	1,758.46	1,846.62	1,938.92	2,035.85
HOURLY	19.9385	20.9365	21.9808	23.0827	24.2365	25.4481

34 Custodian II
34 Graffiti Technician
34 Paratransit Dispatcher
34 Park Maintenance Worker I

	1	*2*	*3*	*4*	*5*	*6*
STEP						
ANNUAL	42,504.00	44,628.00	46,860.00	49,200.00	51,660.00	54,240.00
MONTHLY	3,542.00	3,719.00	3,905.00	4,100.00	4,305.00	4,520.00
BI-WEEKLY	1,634.77	1,716.46	1,802.31	1,892.31	1,986.92	2,086.15
HOURLY	20.4346	21.4558	22.5288	23.6538	24.8365	26.0769

35 Community Aide III
35 Help Desk Technician
35 Street Maintenance Worker

	1	*2*	*3*	*4*	*5*	*6*
STEP						
ANNUAL	43,572.00	45,756.00	48,048.00	50,448.00	52,968.00	55,620.00
MONTHLY	3,631.00	3,813.00	4,004.00	4,204.00	4,414.00	4,635.00
BI-WEEKLY	1,675.85	1,759.85	1,848.00	1,940.31	2,037.23	2,139.23
HOURLY	20.9481	21.9981	23.1000	24.2538	25.4654	26.7404

36 Intermediate Clerk Typist						
STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	44,664.00	46,896.00	49,236.00	51,696.00	54,276.00	56,988.00
MONTHLY	3,722.00	3,908.00	4,103.00	4,308.00	4,523.00	4,749.00
BI-WEEKLY	1,717.85	1,803.69	1,893.69	1,988.31	2,087.54	2,191.85
HOURLY	21.4731	22.5462	23.6712	24.8538	26.0942	27.3981

37 Nutrition Services Coordinator

37 Police Records Technician II

37 Relief Bus Operator

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	45,780.00	48,072.00	50,472.00	52,992.00	55,644.00	58,428.00
MONTHLY	3,815.00	4,006.00	4,206.00	4,416.00	4,637.00	4,869.00
BI-WEEKLY	1,760.77	1,848.92	1,941.23	2,038.15	2,140.15	2,247.23
HOURLY	22.0096	23.1115	24.2654	25.4769	26.7519	28.0904

38 Activity Coordinator

38 Equipment Utility Worker II

38 Purchasing Clerk

38 Senior Account Clerk

38 Senior Clerk Typist

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	46,920.00	49,272.00	51,732.00	54,324.00	57,036.00	59,892.00
MONTHLY	3,910.00	4,106.00	4,311.00	4,527.00	4,753.00	4,991.00
BI-WEEKLY	1,804.62	1,895.08	1,989.69	2,089.38	2,193.69	2,303.54
HOURLY	22.5577	23.6885	24.8712	26.1173	27.4212	28.7942

39 Apprentice Mechanic

39 Home Improvement Lead Person

39 Park Maintenance Worker II

39 Records Management Coordinator

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	48,096.00	50,496.00	53,016.00	55,668.00	58,452.00	61,380.00
MONTHLY	4,008.00	4,208.00	4,418.00	4,639.00	4,871.00	5,115.00
BI-WEEKLY	1,849.85	1,942.15	2,039.08	2,141.08	2,248.15	2,360.77
HOURLY	23.1231	24.2769	25.4885	26.7635	28.1019	29.5096

40 Engineering Aide

40 FCC Education Assistant III

40 FCC Program Assistant III

40 Public Works Coordinator

40 Sr. Transit Utility Specialist

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	49,296.00	51,756.00	54,348.00	57,060.00	59,916.00	62,916.00
MONTHLY	4,108.00	4,313.00	4,529.00	4,755.00	4,993.00	5,243.00
BI-WEEKLY	1,896.00	1,990.62	2,090.31	2,194.62	2,304.46	2,419.85
HOURLY	23.7000	24.8827	26.1288	27.4327	28.8058	30.2481

41 Permit/Licensing Technician I

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	50,532.00	53,064.00	55,716.00	58,500.00	61,428.00	64,500.00
MONTHLY	4,211.00	4,422.00	4,643.00	4,875.00	5,119.00	5,375.00
BI-WEEKLY	1,943.54	2,040.92	2,142.92	2,250.00	2,362.62	2,480.77
HOURLY	24.2942	25.5115	26.7865	28.1250	29.5327	31.0096

42 Community Center Coordinator
42 Community Services Officer
42 Police Service Officer
42 Recreation Coordinator
42 Secretary
42 Tree Trimmer I

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	51,792.00	54,384.00	57,108.00	59,964.00	62,964.00	66,108.00
MONTHLY	4,316.00	4,532.00	4,759.00	4,997.00	5,247.00	5,509.00
BI-WEEKLY	1,992.00	2,091.69	2,196.46	2,306.31	2,421.69	2,542.62
HOURLY	24.9000	26.1462	27.4558	28.8288	30.2712	31.7827

43 Administrative Aide
43 Building Maintenance Worker
43 Cement Finisher
43 Human Resources / Department Coordinator
43 Payroll / Personnel Technician
43 Senior Citizens Social Services Coordinator
43 Transit Maintenance Coordinator

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	53,088.00	55,740.00	58,524.00	61,452.00	64,524.00	67,752.00
MONTHLY	4,424.00	4,645.00	4,877.00	5,121.00	5,377.00	5,646.00
BI-WEEKLY	2,041.85	2,143.85	2,250.92	2,363.54	2,481.69	2,605.85
HOURLY	25.5231	26.7981	28.1365	29.5442	31.0212	32.5731

44 Administrative Secretary
44 Building Aide
44 Building/Planning Technician
44 Permit/Licensing Technician II
44 Sewer Maintenance Worker
44 Tree Trimmer II

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	54,420.00	57,144.00	60,000.00	63,000.00	66,156.00	69,468.00
MONTHLY	4,535.00	4,762.00	5,000.00	5,250.00	5,513.00	5,789.00
BI-WEEKLY	2,093.08	2,197.85	2,307.69	2,423.08	2,544.46	2,671.85
HOURLY	26.1635	27.4731	28.8462	30.2885	31.8058	33.3981

45 Street Sweeper Operator

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	55,776.00	58,560.00	61,488.00	64,560.00	67,788.00	71,172.00
MONTHLY	4,648.00	4,880.00	5,124.00	5,380.00	5,649.00	5,931.00
BI-WEEKLY	2,145.23	2,252.31	2,364.92	2,483.08	2,607.23	2,737.38
HOURLY	26.8154	28.1538	29.5615	31.0385	32.5904	34.2173

46 Heavy Equipment Operator

46 Street Traffic Painter

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	57,168.00	60,024.00	63,024.00	66,180.00	69,492.00	72,972.00
MONTHLY	4,764.00	5,002.00	5,252.00	5,515.00	5,791.00	6,081.00
BI-WEEKLY	2,198.77	2,308.62	2,424.00	2,545.38	2,672.77	2,806.62
HOURLY	27.4846	28.8577	30.3000	31.8173	33.4096	35.0827

47 Equipment Mechanic
47 Graphics Technician
47 Maintenance Painter
47 Senior Building Maintenance Worker
47 Transit Mechanic
47 Transit Parts/Storeroom Coordinator

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	58,596.00	61,524.00	64,596.00	67,824.00	71,220.00	74,784.00
MONTHLY	4,883.00	5,127.00	5,383.00	5,652.00	5,935.00	6,232.00
BI-WEEKLY	2,253.69	2,366.31	2,484.46	2,608.62	2,739.23	2,876.31
HOURLY	28.1712	29.5788	31.0558	32.6077	34.2404	35.9538

48 Custodian-Lead
48 Financial Services Technician
48 Human Resources Technician
48 Junior Accountant
48 Payroll Specialist

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	60,060.00	63,060.00	66,216.00	69,528.00	73,008.00	76,656.00
MONTHLY	5,005.00	5,255.00	5,518.00	5,794.00	6,084.00	6,388.00
BI-WEEKLY	2,310.00	2,425.38	2,546.77	2,674.15	2,808.00	2,948.31
HOURLY	28.8750	30.3173	31.8346	33.4269	35.1000	36.8538

49 Administrative Analyst I
49 Community Services Counselor
49 Program Coordinator
49 Recreation Supervisor

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	61,560.00	64,644.00	67,872.00	71,268.00	74,832.00	78,576.00
MONTHLY	5,130.00	5,387.00	5,656.00	5,939.00	6,236.00	6,548.00
BI-WEEKLY	2,367.69	2,486.31	2,610.46	2,741.08	2,878.15	3,022.15
HOURLY	29.5962	31.0788	32.6308	34.2635	35.9769	37.7769

50 Case Management Supervisor/Instructor
50 Transit Dispatcher/Operations Assistant

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	63,096.00	66,252.00	69,564.00	73,044.00	76,692.00	80,532.00
MONTHLY	5,258.00	5,521.00	5,797.00	6,087.00	6,391.00	6,711.00
BI-WEEKLY	2,426.77	2,548.15	2,675.54	2,809.38	2,949.69	3,097.38
HOURLY	30.3346	31.8519	33.4442	35.1173	36.8712	38.7173

51 Electrical/Signal Technician I
51 Emergency Preparedness Coordinator
51 Engineering Technician
51 Executive Assistant to Chief of Police
51 General Building Inspector
51 Information Technology Coordinator
51 Lead Mechanic
51 Planning Assistant

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	64,668.00	67,896.00	71,292.00	74,856.00	78,600.00	82,536.00
MONTHLY	5,389.00	5,658.00	5,941.00	6,238.00	6,550.00	6,878.00
BI-WEEKLY	2,487.23	2,611.38	2,742.00	2,879.08	3,023.08	3,174.46
HOURLY	31.0904	32.6423	34.2750	35.9885	37.7885	39.6808

52 Administrative Support Services Supervisor

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	66,288.00	69,600.00	73,080.00	76,740.00	80,580.00	84,612.00
MONTHLY	5,524.00	5,800.00	6,090.00	6,395.00	6,715.00	7,051.00
BI-WEEKLY	2,549.54	2,676.92	2,810.77	2,951.54	3,099.23	3,254.31
HOURLY	31.8692	33.4615	35.1346	36.8942	38.7404	40.6788

53 Code Enforcement Officer**53 FCC Education Coordinator****53 Park Maintenance Lead****53 Public Works Lead****53 Transit Operations Training Coordinator**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	67,944.00	71,340.00	74,904.00	78,648.00	82,584.00	86,712.00
MONTHLY	5,662.00	5,945.00	6,242.00	6,554.00	6,882.00	7,226.00
BI-WEEKLY	2,613.23	2,743.85	2,880.92	3,024.92	3,176.31	3,335.08
HOURLY	32.6654	34.2981	36.0115	37.8115	39.7038	41.6885

54 Administrative Analyst II**54 Building Maintenance Lead****54 Forensic Technician****54 Transit Marketing Coordinator**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	69,648.00	73,128.00	76,788.00	80,628.00	84,660.00	88,896.00
MONTHLY	5,804.00	6,094.00	6,399.00	6,719.00	7,055.00	7,408.00
BI-WEEKLY	2,678.77	2,812.62	2,953.38	3,101.08	3,256.15	3,419.08
HOURLY	33.4846	35.1577	36.9173	38.7635	40.7019	42.7385

55 Electrical/Signal Technician II

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	71,388.00	74,952.00	78,696.00	82,632.00	86,760.00	91,104.00
MONTHLY	5,949.00	6,246.00	6,558.00	6,886.00	7,230.00	7,592.00
BI-WEEKLY	2,745.69	2,882.77	3,026.77	3,178.15	3,336.92	3,504.00
HOURLY	34.3212	36.0346	37.8346	39.7269	41.7115	43.8000

56 Assistant Engineer**56 FCC Program Coordinator**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	73,176.00	76,836.00	80,676.00	84,708.00	88,944.00	93,396.00
MONTHLY	6,098.00	6,403.00	6,723.00	7,059.00	7,412.00	7,783.00
BI-WEEKLY	2,814.46	2,955.23	3,102.92	3,258.00	3,420.92	3,592.15
HOURLY	35.1808	36.9404	38.7865	40.7250	42.7615	44.9019

57 Senior Accountant

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	75,000.00	78,756.00	82,692.00	86,832.00	91,176.00	95,736.00
MONTHLY	6,250.00	6,563.00	6,891.00	7,236.00	7,598.00	7,978.00
BI-WEEKLY	2,884.62	3,029.08	3,180.46	3,339.69	3,506.77	3,682.15
HOURLY	36.0577	37.8635	39.7558	41.7462	43.8346	46.0269

	58					
STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	76,872.00	80,712.00	84,744.00	88,980.00	93,432.00	98,100.00
MONTHLY	6,406.00	6,726.00	7,062.00	7,415.00	7,786.00	8,175.00
BI-WEEKLY	2,956.62	3,104.31	3,259.38	3,422.31	3,593.54	3,773.08
HOURLY	36.9577	38.8038	40.7423	42.7788	44.9192	47.1635

	59					
STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	78,792.00	82,728.00	86,868.00	91,212.00	95,772.00	100,560.00
MONTHLY	6,566.00	6,894.00	7,239.00	7,601.00	7,981.00	8,380.00
BI-WEEKLY	3,030.46	3,181.85	3,341.08	3,508.15	3,683.54	3,867.69
HOURLY	37.8808	39.7731	41.7635	43.8519	46.0442	48.3462

	60					
STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	80,760.00	84,804.00	89,040.00	93,492.00	98,172.00	103,080.00
MONTHLY	6,730.00	7,067.00	7,420.00	7,791.00	8,181.00	8,590.00
BI-WEEKLY	3,106.15	3,261.69	3,424.62	3,595.85	3,775.85	3,964.62
HOURLY	38.8269	40.7712	42.8077	44.9481	47.1981	49.5577

61 Administrative Analyst III

61 Associate Engineer

61 Information Technology Systems Analyst - Transit

61 Transit Planning and Scheduling Analyst

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	82,776.00	86,916.00	91,260.00	95,820.00	100,608.00	105,636.00
MONTHLY	6,898.00	7,243.00	7,605.00	7,985.00	8,384.00	8,803.00
BI-WEEKLY	3,183.69	3,342.92	3,510.00	3,685.38	3,869.54	4,062.92
HOURLY	39.7962	41.7865	43.8750	46.0673	48.3692	50.7865

62 Information Technology Supervisor

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	84,840.00	89,088.00	93,540.00	98,220.00	103,128.00	108,288.00
MONTHLY	7,070.00	7,424.00	7,795.00	8,185.00	8,594.00	9,024.00
BI-WEEKLY	3,263.08	3,426.46	3,597.69	3,777.69	3,966.46	4,164.92
HOURLY	40.7885	42.8308	44.9712	47.2212	49.5808	52.0615

90 Bus Operator

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	52,332.00	54,948.00	57,696.00	60,576.00	63,600.00	66,780.00
MONTHLY	4,361.00	4,579.00	4,808.00	5,048.00	5,300.00	5,565.00
BI-WEEKLY	2,012.77	2,113.38	2,219.08	2,329.85	2,446.15	2,568.46
HOURLY	25.1596	26.4173	27.7385	29.1231	30.5769	32.1058

Specialty - 5%	218.05	228.95	240.40	252.40	265.00	278.25
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104

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	56,544.00	59,376.00	62,340.00	65,460.00	68,736.00	72,168.00
MONTHLY	4,712.00	4,948.00	5,195.00	5,455.00	5,728.00	6,014.00
BI-WEEKLY	2,174.77	2,283.69	2,397.69	2,517.69	2,643.69	2,775.69
HOURLY	27.1846	28.5462	29.9712	31.4712	33.0462	34.6962
Lgy Bonus 20	117.80	123.70	129.88	136.38	143.20	150.35
Lgy Bonus 25	235.60	247.40	259.75	272.75	286.40	300.70
Lgy Bonus 30	353.40	371.10	389.63	409.13	429.60	451.05

105

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	57,960.00	60,864.00	63,912.00	67,104.00	70,464.00	73,992.00
MONTHLY	4,830.00	5,072.00	5,326.00	5,592.00	5,872.00	6,166.00
BI-WEEKLY	2,229.23	2,340.92	2,458.15	2,580.92	2,710.15	2,845.85
HOURLY	27.8654	29.2615	30.7269	32.2615	33.8769	35.5731
Lgy Bonus 20	120.75	126.80	133.15	139.80	146.80	154.15
Lgy Bonus 25	241.50	253.60	266.30	279.60	293.60	308.30
Lgy Bonus 30	362.25	380.40	399.45	419.40	440.40	462.45

106

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	59,412.00	62,388.00	65,508.00	68,784.00	72,228.00	75,840.00
MONTHLY	4,951.00	5,199.00	5,459.00	5,732.00	6,019.00	6,320.00
BI-WEEKLY	2,285.08	2,399.54	2,519.54	2,645.54	2,778.00	2,916.92
HOURLY	28.5635	29.9942	31.4942	33.0692	34.7250	36.4615
Lgy Bonus 20	123.78	129.98	136.48	143.30	150.48	158.00
Lgy Bonus 25	247.55	259.95	272.95	286.60	300.95	316.00
Lgy Bonus 30	371.33	389.93	409.43	429.90	451.43	474.00

107

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	60,900.00	63,948.00	67,140.00	70,500.00	74,028.00	77,724.00
MONTHLY	5,075.00	5,329.00	5,595.00	5,875.00	6,169.00	6,477.00
BI-WEEKLY	2,342.31	2,459.54	2,582.31	2,711.54	2,847.23	2,989.38
HOURLY	29.2788	30.7442	32.2788	33.8942	35.5904	37.3673
Lgy Bonus 20	126.88	133.23	139.88	146.88	154.23	161.93
Lgy Bonus 25	253.75	266.45	279.75	293.75	308.45	323.85
Lgy Bonus 30	380.63	399.68	419.63	440.63	462.68	485.78

108 Economic Development Analyst

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	62,424.00	65,544.00	68,820.00	72,264.00	75,876.00	79,668.00
MONTHLY	5,202.00	5,462.00	5,735.00	6,022.00	6,323.00	6,639.00
BI-WEEKLY	2,400.92	2,520.92	2,646.92	2,779.38	2,918.31	3,064.15
HOURLY	30.0115	31.5115	33.0865	34.7423	36.4788	38.3019
Lgy Bonus 20	130.05	136.55	143.38	150.55	158.08	165.98
Lgy Bonus 25	260.10	273.10	286.75	301.10	316.15	331.95
Lgy Bonus 30	390.15	409.65	430.13	451.65	474.23	497.93

109

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	63,984.00	67,188.00	70,548.00	74,076.00	77,784.00	81,672.00
MONTHLY	5,332.00	5,599.00	5,879.00	6,173.00	6,482.00	6,806.00
BI-WEEKLY	2,460.92	2,584.15	2,713.38	2,849.08	2,991.69	3,141.23
HOURLY	30.7615	32.3019	33.9173	35.6135	37.3962	39.2654
Lgy Bonus 20	133.30	139.98	146.98	154.33	162.05	170.15
Lgy Bonus 25	266.60	279.95	293.95	308.65	324.10	340.30
Lgy Bonus 30	399.90	419.93	440.93	462.98	486.15	510.45

110

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	65,580.00	68,856.00	72,300.00	75,912.00	79,704.00	83,688.00
MONTHLY	5,465.00	5,738.00	6,025.00	6,326.00	6,642.00	6,974.00
BI-WEEKLY	2,522.31	2,648.31	2,780.77	2,919.69	3,065.54	3,218.77
HOURLY	31.5288	33.1038	34.7596	36.4962	38.3192	40.2346
Lgy Bonus 20	136.63	143.45	150.63	158.15	166.05	174.35
Lgy Bonus 25	273.25	286.90	301.25	316.30	332.10	348.70
Lgy Bonus 30	409.88	430.35	451.88	474.45	498.15	523.05

111

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	67,224.00	70,584.00	74,112.00	77,820.00	81,708.00	85,788.00
MONTHLY	5,602.00	5,882.00	6,176.00	6,485.00	6,809.00	7,149.00
BI-WEEKLY	2,585.54	2,714.77	2,850.46	2,993.08	3,142.62	3,299.54
HOURLY	32.3192	33.9346	35.6308	37.4135	39.2827	41.2442
Lgy Bonus 20	140.05	147.05	154.40	162.13	170.23	178.73
Lgy Bonus 25	280.10	294.10	308.80	324.25	340.45	357.45
Lgy Bonus 30	420.15	441.15	463.20	486.38	510.68	536.18

112

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	68,904.00	72,348.00	75,960.00	79,764.00	83,748.00	87,936.00
MONTHLY	5,742.00	6,029.00	6,330.00	6,647.00	6,979.00	7,328.00
BI-WEEKLY	2,650.15	2,782.62	2,921.54	3,067.85	3,221.08	3,382.15
HOURLY	33.1269	34.7827	36.5192	38.3481	40.2635	42.2769
Lgy Bonus 20	143.55	150.73	158.25	166.18	174.48	183.20
Lgy Bonus 25	287.10	301.45	316.50	332.35	348.95	366.40
Lgy Bonus 30	430.65	452.18	474.75	498.53	523.43	549.60

113

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	70,632.00	74,160.00	77,868.00	81,756.00	85,848.00	90,144.00
MONTHLY	5,886.00	6,180.00	6,489.00	6,813.00	7,154.00	7,512.00
BI-WEEKLY	2,716.62	2,852.31	2,994.92	3,144.46	3,301.85	3,467.08
HOURLY	33.9577	35.6538	37.4365	39.3058	41.2731	43.3385
Lgy Bonus 20	147.15	154.50	162.23	170.33	178.85	187.80
Lgy Bonus 25	294.30	309.00	324.45	340.65	357.70	375.60
Lgy Bonus 30	441.45	463.50	486.68	510.98	536.55	563.40

114

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	72,396.00	76,020.00	79,824.00	83,820.00	88,008.00	92,412.00
MONTHLY	6,033.00	6,335.00	6,652.00	6,985.00	7,334.00	7,701.00
BI-WEEKLY	2,784.46	2,923.85	3,070.15	3,223.85	3,384.92	3,554.31
HOURLY	34.8058	36.5481	38.3769	40.2981	42.3115	44.4288
Lgy Bonus 20	150.83	158.38	166.30	174.63	183.35	192.53
Lgy Bonus 25	301.65	316.75	332.60	349.25	366.70	385.05
Lgy Bonus 30	452.48	475.13	498.90	523.88	550.05	577.58

115 Deputy City Clerk/Records Management Officer**115 Deputy City Treasurer****115 Human Resources Analyst**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	74,208.00	77,916.00	81,816.00	85,908.00	90,204.00	94,716.00
MONTHLY	6,184.00	6,493.00	6,818.00	7,159.00	7,517.00	7,893.00
BI-WEEKLY	2,854.15	2,996.77	3,146.77	3,304.15	3,469.38	3,642.92
HOURLY	35.6769	37.4596	39.3346	41.3019	43.3673	45.5365
Lgy Bonus 20	154.60	162.33	170.45	178.98	187.93	197.33
Lgy Bonus 25	309.20	324.65	340.90	357.95	375.85	394.65
Lgy Bonus 30	463.80	486.98	511.35	536.93	563.78	591.98

116

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	76,068.00	79,872.00	83,868.00	88,056.00	92,460.00	97,080.00
MONTHLY	6,339.00	6,656.00	6,989.00	7,338.00	7,705.00	8,090.00
BI-WEEKLY	2,925.69	3,072.00	3,225.69	3,386.77	3,556.15	3,733.85
HOURLY	36.5712	38.4000	40.3212	42.3346	44.4519	46.6731
Lgy Bonus 20	158.48	166.40	174.73	183.45	192.63	202.25
Lgy Bonus 25	316.95	332.80	349.45	366.90	385.25	404.50
Lgy Bonus 30	475.43	499.20	524.18	550.35	577.88	606.75

117 Transportation Operations Supervisor

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	77,964.00	81,864.00	85,956.00	90,252.00	94,764.00	99,504.00
MONTHLY	6,497.00	6,822.00	7,163.00	7,521.00	7,897.00	8,292.00
BI-WEEKLY	2,998.62	3,148.62	3,306.00	3,471.23	3,644.77	3,827.08
HOURLY	37.4827	39.3577	41.3250	43.3904	45.5596	47.8385
Lgy Bonus 20	162.43	170.55	179.08	188.03	197.43	207.30
Lgy Bonus 25	324.85	341.10	358.15	376.05	394.85	414.60
Lgy Bonus 30	487.28	511.65	537.23	564.08	592.28	621.90

118 Administrative Management Analyst I

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	79,908.00	83,904.00	88,104.00	92,508.00	97,128.00	101,988.00
MONTHLY	6,659.00	6,992.00	7,342.00	7,709.00	8,094.00	8,499.00
BI-WEEKLY	3,073.38	3,227.08	3,388.62	3,558.00	3,735.69	3,922.62
HOURLY	38.4173	40.3385	42.3577	44.4750	46.6962	49.0327
Lgy Bonus 20	166.48	174.80	183.55	192.73	202.35	212.48
Lgy Bonus 25	332.95	349.60	367.10	385.45	404.70	424.95
Lgy Bonus 30	499.43	524.40	550.65	578.18	607.05	637.43

119 Accountant/Cost Accountant
119 Facilities Maintenance Supervisor
119 Fleet Maintenance Supervisor
119 Recreation Services Manager

119 Transit Training and Safety Supervisor

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	81,900.00	85,992.00	90,288.00	94,800.00	99,540.00	104,520.00
MONTHLY	6,825.00	7,166.00	7,524.00	7,900.00	8,295.00	8,710.00
BI-WEEKLY	3,150.00	3,307.38	3,472.62	3,646.15	3,828.46	4,020.00
HOURLY	39.3750	41.3423	43.4077	45.5769	47.8558	50.2500
Lgy Bonus 20	170.63	179.15	188.10	197.50	207.38	217.75
Lgy Bonus 25	341.25	358.30	376.20	395.00	414.75	435.50
Lgy Bonus 30	511.88	537.45	564.30	592.50	622.13	653.25

120 Administrative Management Analyst II**120 Executive Office Assistant**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	83,952.00	88,152.00	92,556.00	97,188.00	102,048.00	107,148.00
MONTHLY	6,996.00	7,346.00	7,713.00	8,099.00	8,504.00	8,929.00
BI-WEEKLY	3,228.92	3,390.46	3,559.85	3,738.00	3,924.92	4,121.08
HOURLY	40.3615	42.3808	44.4981	46.7250	49.0615	51.5135
Lgy Bonus 20	174.90	183.65	192.83	202.48	212.60	223.23
Lgy Bonus 25	349.80	367.30	385.65	404.95	425.20	446.45
Lgy Bonus 30	524.70	550.95	578.48	607.43	637.80	669.68

121

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	86,052.00	90,360.00	94,884.00	99,624.00	104,604.00	109,836.00
MONTHLY	7,171.00	7,530.00	7,907.00	8,302.00	8,717.00	9,153.00
BI-WEEKLY	3,309.69	3,475.38	3,649.38	3,831.69	4,023.23	4,224.46
HOURLY	41.3712	43.4423	45.6173	47.8962	50.2904	52.8058
Lgy Bonus 20	179.28	188.25	197.68	207.55	217.93	228.83
Lgy Bonus 25	358.55	376.50	395.35	415.10	435.85	457.65
Lgy Bonus 30	537.83	564.75	593.03	622.65	653.78	686.48

122 Senior Human Resources Analyst**122 Senior Planner**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	88,200.00	92,616.00	97,248.00	102,108.00	107,208.00	112,572.00
MONTHLY	7,350.00	7,718.00	8,104.00	8,509.00	8,934.00	9,381.00
BI-WEEKLY	3,392.31	3,562.15	3,740.31	3,927.23	4,123.38	4,329.69
HOURLY	42.4038	44.5269	46.7538	49.0904	51.5423	54.1212
Lgy Bonus 20	183.75	192.95	202.60	212.73	223.35	234.53
Lgy Bonus 25	367.50	385.90	405.20	425.45	446.70	469.05
Lgy Bonus 30	551.25	578.85	607.80	638.18	670.05	703.58

123

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	90,408.00	94,932.00	99,684.00	104,664.00	109,896.00	115,392.00
MONTHLY	7,534.00	7,911.00	8,307.00	8,722.00	9,158.00	9,616.00
BI-WEEKLY	3,477.23	3,651.23	3,834.00	4,025.54	4,226.77	4,438.15
HOURLY	43.4654	45.6404	47.9250	50.3192	52.8346	55.4769
Lgy Bonus 20	188.35	197.78	207.68	218.05	228.95	240.40
Lgy Bonus 25	376.70	395.55	415.35	436.10	457.90	480.80
Lgy Bonus 30	565.05	593.33	623.03	654.15	686.85	721.20

124 Senior Administrative Analyst

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	92,664.00	97,296.00	102,156.00	107,268.00	112,632.00	118,260.00
MONTHLY	7,722.00	8,108.00	8,513.00	8,939.00	9,386.00	9,855.00
BI-WEEKLY	3,564.00	3,742.15	3,929.08	4,125.69	4,332.00	4,548.46
HOURLY	44.5500	46.7769	49.1135	51.5712	54.1500	56.8558
Lgy Bonus 20	193.05	202.70	212.83	223.48	234.65	246.38
Lgy Bonus 25	386.10	405.40	425.65	446.95	469.30	492.75
Lgy Bonus 30	579.15	608.10	638.48	670.43	703.95	739.13

125 Civil Engineer

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	94,980.00	99,732.00	104,724.00	109,956.00	115,452.00	121,224.00
MONTHLY	7,915.00	8,311.00	8,727.00	9,163.00	9,621.00	10,102.00
BI-WEEKLY	3,653.08	3,835.85	4,027.85	4,229.08	4,440.46	4,662.46
HOURLY	45.6635	47.9481	50.3481	52.8635	55.5058	58.2808
Lgy Bonus 20	197.88	207.78	218.18	229.08	240.53	252.55
Lgy Bonus 25	395.75	415.55	436.35	458.15	481.05	505.10
Lgy Bonus 30	593.63	623.33	654.53	687.23	721.58	757.65

126 Administrative Services Manager
126 Community Development Manager
126 Economic Development Manager
126 Family Child Care Manager
126 Recreation & Human Services Superintendent
126 Transportation Administrative Manager

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	97,356.00	102,228.00	107,340.00	112,704.00	118,344.00	124,260.00
MONTHLY	8,113.00	8,519.00	8,945.00	9,392.00	9,862.00	10,355.00
BI-WEEKLY	3,744.46	3,931.85	4,128.46	4,334.77	4,551.69	4,779.23
HOURLY	46.8058	49.1481	51.6058	54.1846	56.8962	59.7404
Lgy Bonus 20	202.83	212.98	223.63	234.80	246.55	258.88
Lgy Bonus 25	405.65	425.95	447.25	469.60	493.10	517.75
Lgy Bonus 30	608.48	638.93	670.88	704.40	739.65	776.63

127

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	99,792.00	104,784.00	110,028.00	115,524.00	121,296.00	127,356.00
MONTHLY	8,316.00	8,732.00	9,169.00	9,627.00	10,108.00	10,613.00
BI-WEEKLY	3,838.15	4,030.15	4,231.85	4,443.23	4,665.23	4,898.31
HOURLY	47.9769	50.3769	52.8981	55.5404	58.3154	61.2288
Lgy Bonus 20	207.90	218.30	229.23	240.68	252.70	265.33
Lgy Bonus 25	415.80	436.60	458.45	481.35	505.40	530.65
Lgy Bonus 30	623.70	654.90	687.68	722.03	758.10	795.98

128 Equipment Maintenance Superintendent
128 Finance and Administrative Services Manager
128 Financial Services Manager
128 Transit Maintenance Manager

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	102,288.00	107,400.00	112,776.00	118,416.00	124,332.00	130,548.00
MONTHLY	8,524.00	8,950.00	9,398.00	9,868.00	10,361.00	10,879.00
BI-WEEKLY	3,934.15	4,130.77	4,337.54	4,554.46	4,782.00	5,021.08
HOURLY	49.1769	51.6346	54.2192	56.9308	59.7750	62.7635
Lgy Bonus 20	213.10	223.75	234.95	246.70	259.03	271.98
Lgy Bonus 25	426.20	447.50	469.90	493.40	518.05	543.95
Lgy Bonus 30	639.30	671.25	704.85	740.10	777.08	815.93

129

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	104,844.00	110,088.00	115,596.00	121,380.00	127,452.00	133,824.00
MONTHLY	8,737.00	9,174.00	9,633.00	10,115.00	10,621.00	11,152.00
BI-WEEKLY	4,032.46	4,234.15	4,446.00	4,668.46	4,902.00	5,147.08
HOURLY	50.4058	52.9269	55.5750	58.3558	61.2750	64.3385
Lgy Bonus 20	218.43	229.35	240.83	252.88	265.53	278.80
Lgy Bonus 25	436.85	458.70	481.65	505.75	531.05	557.60
Lgy Bonus 30	655.28	688.05	722.48	758.63	796.58	836.40

**130 Accounting/Finance Manager
130 Information Technology Manager
130 Park Maintenance Superintendent
130 Recreation Program Administrator
130 Street Maintenance Superintendent**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	107,460.00	112,836.00	118,476.00	124,404.00	130,620.00	137,148.00
MONTHLY	8,955.00	9,403.00	9,873.00	10,367.00	10,885.00	11,429.00
BI-WEEKLY	4,133.08	4,339.85	4,556.77	4,784.77	5,023.85	5,274.92
HOURLY	51.6635	54.2481	56.9596	59.8096	62.7981	65.9365
Lgy Bonus 20	223.88	235.08	246.83	259.18	272.13	285.73
Lgy Bonus 25	447.75	470.15	493.65	518.35	544.25	571.45
Lgy Bonus 30	671.63	705.23	740.48	777.53	816.38	857.18

**131 Plan Check Engineer
131 Transit Operations Manager**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	110,148.00	115,656.00	121,440.00	127,512.00	133,884.00	140,580.00
MONTHLY	9,179.00	9,638.00	10,120.00	10,626.00	11,157.00	11,715.00
BI-WEEKLY	4,236.46	4,448.31	4,670.77	4,904.31	5,149.38	5,406.92
HOURLY	52.9558	55.6038	58.3846	61.3038	64.3673	67.5865
Lgy Bonus 20	229.48	240.95	253.00	265.65	278.93	292.88
Lgy Bonus 25	458.95	481.90	506.00	531.30	557.85	585.75
Lgy Bonus 30	688.43	722.85	759.00	796.95	836.78	878.63

132 FCC Therapist/Trainer II

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	112,896.00	118,536.00	124,464.00	130,692.00	137,232.00	144,096.00
MONTHLY	9,408.00	9,878.00	10,372.00	10,891.00	11,436.00	12,008.00
BI-WEEKLY	4,342.15	4,559.08	4,787.08	5,026.62	5,278.15	5,542.15
HOURLY	54.2769	56.9885	59.8385	62.8327	65.9769	69.2769
Lgy Bonus 20	235.20	246.95	259.30	272.28	285.90	300.20
Lgy Bonus 25	470.40	493.90	518.60	544.55	571.80	600.40
Lgy Bonus 30	705.60	740.85	777.90	816.83	857.70	900.60

133 Human Resources Manager

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	115,716.00	121,500.00	127,572.00	133,956.00	140,652.00	147,684.00
MONTHLY	9,643.00	10,125.00	10,631.00	11,163.00	11,721.00	12,307.00
BI-WEEKLY	4,450.62	4,673.08	4,906.62	5,152.15	5,409.69	5,680.15
HOURLY	55.6327	58.4135	61.3327	64.4019	67.6212	71.0019
Lgy Bonus 20	241.08	253.13	265.78	279.08	293.03	307.68
Lgy Bonus 25	482.15	506.25	531.55	558.15	586.05	615.35
Lgy Bonus 30	723.23	759.38	797.33	837.23	879.08	923.03

**134 Assistant to the City Manager
134 Transit Administrative Officer
134 Transit Operations Officer**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	118,608.00	124,536.00	130,764.00	137,304.00	144,168.00	151,380.00
MONTHLY	9,884.00	10,378.00	10,897.00	11,442.00	12,014.00	12,615.00
BI-WEEKLY	4,561.85	4,789.85	5,029.38	5,280.92	5,544.92	5,822.31
HOURLY	57.0231	59.8731	62.8673	66.0115	69.3115	72.7788
Lgy Bonus 20	247.10	259.45	272.43	286.05	300.35	315.38
Lgy Bonus 25	494.20	518.90	544.85	572.10	600.70	630.75
Lgy Bonus 30	741.30	778.35	817.28	858.15	901.05	946.13

135

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	121,572.00	127,656.00	134,040.00	140,748.00	147,780.00	155,172.00
MONTHLY	10,131.00	10,638.00	11,170.00	11,729.00	12,315.00	12,931.00
BI-WEEKLY	4,675.85	4,909.85	5,155.38	5,413.38	5,683.85	5,968.15
HOURLY	58.4481	61.3731	64.4423	67.6673	71.0481	74.6019
Lgy Bonus 20	253.28	265.95	279.25	293.23	307.88	323.28
Lgy Bonus 25	506.55	531.90	558.50	586.45	615.75	646.55
Lgy Bonus 30	759.83	797.85	837.75	879.68	923.63	969.83

136

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	124,608.00	130,836.00	137,376.00	144,240.00	151,452.00	159,024.00
MONTHLY	10,384.00	10,903.00	11,448.00	12,020.00	12,621.00	13,252.00
BI-WEEKLY	4,792.62	5,032.15	5,283.69	5,547.69	5,825.08	6,116.31
HOURLY	59.9077	62.9019	66.0462	69.3462	72.8135	76.4538
Lgy Bonus 20	259.60	272.58	286.20	300.50	315.53	331.30
Lgy Bonus 25	519.20	545.15	572.40	601.00	631.05	662.60
Lgy Bonus 30	778.80	817.73	858.60	901.50	946.58	993.90

137

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	127,728.00	134,112.00	140,820.00	147,864.00	155,256.00	163,020.00
MONTHLY	10,644.00	11,176.00	11,735.00	12,322.00	12,938.00	13,585.00
BI-WEEKLY	4,912.62	5,158.15	5,416.15	5,687.08	5,971.38	6,270.00
HOURLY	61.4077	64.4769	67.7019	71.0885	74.6423	78.3750
Lgy Bonus 20	266.10	279.40	293.38	308.05	323.45	339.63
Lgy Bonus 25	532.20	558.80	586.75	616.10	646.90	679.25
Lgy Bonus 30	798.30	838.20	880.13	924.15	970.35	1018.88

**138 Principal Civil Engineer
138 Chief Fiscal Officer**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	130,920.00	137,472.00	144,348.00	151,560.00	159,144.00	167,100.00
MONTHLY	10,910.00	11,456.00	12,029.00	12,630.00	13,262.00	13,925.00
BI-WEEKLY	5,035.38	5,287.38	5,551.85	5,829.23	6,120.92	6,426.92
HOURLY	62.9423	66.0923	69.3981	72.8654	76.5115	80.3365
Lgy Bonus 20	272.75	286.40	300.73	315.75	331.55	348.13
Lgy Bonus 25	545.50	572.80	601.45	631.50	663.10	696.25
Lgy Bonus 30	818.25	859.20	902.18	947.25	994.65	1044.38

139

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	134,196.00	140,904.00	147,948.00	155,340.00	163,104.00	171,264.00
MONTHLY	11,183.00	11,742.00	12,329.00	12,945.00	13,592.00	14,272.00
BI-WEEKLY	5,161.38	5,419.38	5,690.31	5,974.62	6,273.23	6,587.08
HOURLY	64.5173	67.7423	71.1288	74.6827	78.4154	82.3385
Lgy Bonus 20	279.58	293.55	308.23	323.63	339.80	356.80
Lgy Bonus 25	559.15	587.10	616.45	647.25	679.60	713.60
Lgy Bonus 30	838.73	880.65	924.68	970.88	1019.40	1070.40

140

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	137,556.00	144,432.00	151,656.00	159,240.00	167,208.00	175,572.00
MONTHLY	11,463.00	12,036.00	12,638.00	13,270.00	13,934.00	14,631.00
BI-WEEKLY	5,290.62	5,555.08	5,832.92	6,124.62	6,431.08	6,752.77
HOURLY	66.1327	69.4385	72.9115	76.5577	80.3885	84.4096
Lgy Bonus 20	286.58	300.90	315.95	331.75	348.35	365.78
Lgy Bonus 25	573.15	601.80	631.90	663.50	696.70	731.55
Lgy Bonus 30	859.73	902.70	947.85	995.25	1045.05	1097.33

141

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	141,000.00	148,056.00	155,460.00	163,236.00	171,396.00	179,964.00
MONTHLY	11,750.00	12,338.00	12,955.00	13,603.00	14,283.00	14,997.00
BI-WEEKLY	5,423.08	5,694.46	5,979.23	6,278.31	6,592.15	6,921.69
HOURLY	67.7885	71.1808	74.7404	78.4788	82.4019	86.5212
Lgy Bonus 20	293.75	308.45	323.88	340.08	357.08	374.93
Lgy Bonus 25	587.50	616.90	647.75	680.15	714.15	749.85
Lgy Bonus 30	881.25	925.35	971.63	1020.23	1071.23	1124.78

142

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	144,528.00	151,752.00	159,336.00	167,304.00	175,668.00	184,452.00
MONTHLY	12,044.00	12,646.00	13,278.00	13,942.00	14,639.00	15,371.00
BI-WEEKLY	5,558.77	5,836.62	6,128.31	6,434.77	6,756.46	7,094.31
HOURLY	69.4846	72.9577	76.6038	80.4346	84.4558	88.6788
Lgy Bonus 20	301.10	316.15	331.95	348.55	365.98	384.28
Lgy Bonus 25	602.20	632.30	663.90	697.10	731.95	768.55
Lgy Bonus 30	903.30	948.45	995.85	1045.65	1097.93	1152.83

143

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	148,140.00	155,544.00	163,320.00	171,492.00	180,072.00	189,072.00
MONTHLY	12,345.00	12,962.00	13,610.00	14,291.00	15,006.00	15,756.00
BI-WEEKLY	5,697.69	5,982.46	6,281.54	6,595.85	6,925.85	7,272.00
HOURLY	71.2212	74.7808	78.5192	82.4481	86.5731	90.9000

Lgy Bonus 20	308.63	324.05	340.25	357.28	375.15	393.90
Lgy Bonus 25	617.25	648.10	680.50	714.55	750.30	787.80
Lgy Bonus 30	925.88	972.15	1020.75	1071.83	1125.45	1181.70

144

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	151,848.00	159,444.00	167,412.00	175,788.00	184,572.00	193,800.00
MONTHLY	12,654.00	13,287.00	13,951.00	14,649.00	15,381.00	16,150.00
BI-WEEKLY	5,840.31	6,132.46	6,438.92	6,761.08	7,098.92	7,453.85
HOURLY	73.0038	76.6558	80.4865	84.5135	88.7365	93.1731

Lgy Bonus 20	316.35	332.18	348.78	366.23	384.53	403.75
Lgy Bonus 25	632.70	664.35	697.55	732.45	769.05	807.50
Lgy Bonus 30	949.05	996.53	1046.33	1098.68	1153.58	1211.25

145

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	155,640.00	163,428.00	171,600.00	180,180.00	189,192.00	198,648.00
MONTHLY	12,970.00	13,619.00	14,300.00	15,015.00	15,766.00	16,554.00
BI-WEEKLY	5,986.15	6,285.69	6,600.00	6,930.00	7,276.62	7,640.31
HOURLY	74.8269	78.5712	82.5000	86.6250	90.9577	95.5038

Lgy Bonus 20	324.25	340.48	357.50	375.38	394.15	413.85
Lgy Bonus 25	648.50	680.95	715.00	750.75	788.30	827.70
Lgy Bonus 30	972.75	1021.43	1072.50	1126.13	1182.45	1241.55

146

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	159,528.00	167,508.00	175,884.00	184,680.00	193,920.00	203,616.00
MONTHLY	13,294.00	13,959.00	14,657.00	15,390.00	16,160.00	16,968.00
BI-WEEKLY	6,135.69	6,442.62	6,764.77	7,103.08	7,458.46	7,831.38
HOURLY	76.6962	80.5327	84.5596	88.7885	93.2308	97.8923

Lgy Bonus 20	332.35	348.98	366.43	384.75	404.00	424.20
Lgy Bonus 25	664.70	697.95	732.85	769.50	808.00	848.40
Lgy Bonus 30	997.05	1046.93	1099.28	1154.25	1212.00	1272.60

147

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	163,512.00	171,684.00	180,264.00	189,276.00	198,744.00	208,680.00
MONTHLY	13,626.00	14,307.00	15,022.00	15,773.00	16,562.00	17,390.00
BI-WEEKLY	6,288.92	6,603.23	6,933.23	7,279.85	7,644.00	8,026.15
HOURLY	78.6115	82.5404	86.6654	90.9981	95.5500	100.3269

Lgy Bonus 20	340.65	357.68	375.55	394.33	414.05	434.75
Lgy Bonus 25	681.30	715.35	751.10	788.65	828.10	869.50
Lgy Bonus 30	1021.95	1073.03	1126.65	1182.98	1242.15	1304.25

148

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	167,604.00	175,980.00	184,776.00	194,016.00	203,712.00	213,900.00
MONTHLY	13,967.00	14,665.00	15,398.00	16,168.00	16,976.00	17,825.00
BI-WEEKLY	6,446.31	6,768.46	7,106.77	7,462.15	7,835.08	8,226.92
HOURLY	80.5788	84.6058	88.8346	93.2769	97.9385	102.8365

Lgy Bonus 20	349.18	366.63	384.95	404.20	424.40	445.63
Lgy Bonus 25	698.35	733.25	769.90	808.40	848.80	891.25
Lgy Bonus 30	1047.53	1099.88	1154.85	1212.60	1273.20	1336.88

149

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	171,792.00	180,384.00	189,408.00	198,876.00	208,824.00	219,264.00
MONTHLY	14,316.00	15,032.00	15,784.00	16,573.00	17,402.00	18,272.00
BI-WEEKLY	6,607.38	6,937.85	7,284.92	7,649.08	8,031.69	8,433.23
HOURLY	82.5923	86.7231	91.0615	95.6135	100.3962	105.4154

Lgy Bonus 20	357.90	375.80	394.60	414.33	435.05	456.80
Lgy Bonus 25	715.80	751.60	789.20	828.65	870.10	913.60
Lgy Bonus 30	1073.70	1127.40	1183.80	1242.98	1305.15	1370.40

150 Joint Powers Authority Accountant

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	156,000.00					
MONTHLY	13,000.00					
BI-WEEKLY	6,000.00					
HOURLY	75.0000					

200 Police Trainee						
STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	74,556.00	-	-	-	-	-
MONTHLY	6,213.00	-	-	-	-	-
BI-WEEKLY	2,867.54	-	-	-	-	-
HOURLY	35.8442	-	-	-	-	-
201 Police Officer						
STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	87,708.00	92,088.00	96,696.00	101,532.00	106,608.00	111,936.00
MONTHLY	7,309.00	7,674.00	8,058.00	8,461.00	8,884.00	9,328.00
BI-WEEKLY	3,373.38	3,541.85	3,719.08	3,905.08	4,100.31	4,305.23
HOURLY	42.1673	44.2731	46.4885	48.8135	51.2538	53.8154
EDUCATIONAL INCENTIVE BONUS						
AA	1,052.37	1,052.37	1,052.37	1,052.37	1,052.37	1,052.37
BA	1,568.37	1,568.37	1,568.37	1,568.37	1,568.37	1,568.37
SPECIALIST	619.00	619.00	619.00	619.00	619.00	619.00
Lgy Bonus 7	365.00	365.00	365.00	365.00	365.00	365.00
Lgy Bonus 12	520.00	520.00	520.00	520.00	520.00	520.00
Lgy Bonus 20	885.45	903.70	922.90	943.05	964.20	986.40
Lgy Bonus 26	1,250.90	1,287.40	1,325.80	1,366.10	1,408.40	1,452.80
203 Police Sergeant						
STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	112,092.00	117,696.00	123,576.00	129,756.00	136,248.00	143,064.00
MONTHLY	9,341.00	9,808.00	10,298.00	10,813.00	11,354.00	11,922.00
BI-WEEKLY	4,311.23	4,526.77	4,752.92	4,990.62	5,240.31	5,502.46
HOURLY	53.8904	56.5846	59.4115	62.3827	65.5038	68.7808
EDUCATIONAL INCENTIVE BONUS						
AA	1,344.04	1,344.04	1,344.04	1,344.04	1,344.04	1,344.04
BA	1,962.04	1,962.04	1,962.04	1,962.04	1,962.04	1,962.04
SPECIAL DUTY PAY	420.00	420.00	420.00	420.00	420.00	420.00
Lgy Bonus 7	326.00	326.00	326.00	326.00	326.00	326.00
Lgy Bonus 12	520.00	520.00	520.00	520.00	520.00	520.00
Lgy Bonus 20	987.05	1,010.40	1,034.90	1,060.65	1,087.70	1,116.10
Lgy Bonus 26	1,454.10	1,500.80	1,549.80	1,601.30	1,655.40	1,712.20

227 Police Lieutenant

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	150,204.00	157,716.00	165,600.00	173,880.00	182,580.00	191,712.00
MONTHLY	12,517.00	13,143.00	13,800.00	14,490.00	15,215.00	15,976.00
BI-WEEKLY	5,777.08	6,066.00	6,369.23	6,687.69	7,022.31	7,373.54
HOURLY	72.2135	75.8250	79.6154	83.5962	87.7788	92.1692

EDUCATIONAL INCENTIVE BONUS

BA	1,766.44	1,837.84	1,912.84	1,991.56	2,074.24	2,161.00
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CA POST Mgmt. Cert.	625.85	657.15	690.00	724.50	760.75	798.80
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Lgy Bonus 20	625.85	657.15	690.00	724.50	760.75	798.80
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Lgy Bonus 26	1,251.70	1,314.30	1,380.00	1,449.00	1,521.50	1,597.60
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231 Police Captain

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	178,584.00	187,512.00	196,884.00	206,724.00	217,056.00	227,904.00
MONTHLY	14,882.00	15,626.00	16,407.00	17,227.00	18,088.00	18,992.00
BI-WEEKLY	6,868.62	7,212.00	7,572.46	7,950.92	8,348.31	8,765.54
HOURLY	85.8577	90.1500	94.6558	99.3865	104.3538	109.5692

EDUCATIONAL INCENTIVE BONUS

BA	2,036.08	2,120.92	2,209.96	2,303.56	2,401.84	2,505.04
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CA POST Mgmt. Cert.	744.10	781.30	820.35	861.35	904.40	949.60
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Lgy Bonus 20	744.10	781.30	820.35	861.35	904.40	949.60
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Lgy Bonus 26	1,488.20	1,562.60	1,640.70	1,722.70	1,808.80	1,899.20
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232 Deputy Police Chief

STEP	*1*
ANNUAL	227,436.00
MONTHLY	18,953.00
BI-WEEKLY	8,747.54
HOURLY	109.3442

EDUCATIONAL INCENTIVE BONUS

BA	2,474.36
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CA POST Mgmt. Cert.	947.65
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Lgy Bonus 20	947.65
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Lgy Bonus 26	1,895.30
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301 Mayor

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	11,400.00					
MONTHLY	950.00					
BI-WEEKLY	438.46					
HOURLY	5.4808					

302 Councilmember

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	7,800.00					
MONTHLY	650.00					
BI-WEEKLY	300.00					
HOURLY	3.7500					

303 City Clerk

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	12,000.00					
MONTHLY	1,000.00					
BI-WEEKLY	461.54					
HOURLY	5.7692					

304 City Treasurer

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	6,000.00					
MONTHLY	500.00					
BI-WEEKLY	230.77					
HOURLY	2.8846					

305 Youth Commissioner

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	300.00	-	-	-	-	-
MONTHLY	25.00	-	-	-	-	-
BI-WEEKLY	11.54	-	-	-	-	-
HOURLY	0.1442	-	-	-	-	-

306 Human Services Commissioner**306 Recreation Commissioner****306 Rent Mediation Board Member****306 Senior Citizens Commissioner**

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	600.00	-	-	-	-	-
MONTHLY	50.00	-	-	-	-	-
BI-WEEKLY	23.08	-	-	-	-	-
HOURLY	0.2885	-	-	-	-	-

307

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	900.00	-	-	-	-	-
MONTHLY	75.00	-	-	-	-	-
BI-WEEKLY	34.62	-	-	-	-	-
HOURLY	0.4327	-	-	-	-	-

308 Planning Commissioner

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	1,200.00	-	-	-	-	-
MONTHLY	100.00	-	-	-	-	-
BI-WEEKLY	46.15	-	-	-	-	-
HOURLY	0.5769	-	-	-	-	-

330 Department Heads

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	162,756.00	170,892.00	179,436.00	188,412.00	197,832.00	207,720.00
MONTHLY	13,563.00	14,241.00	14,953.00	15,701.00	16,486.00	17,310.00
BI-WEEKLY	6,259.85	6,572.77	6,901.38	7,246.62	7,608.92	7,989.23
HOURLY	78.2481	82.1596	86.2673	90.5827	95.1115	99.8654

Lgy Bonus 20	339.08	356.03	373.83	392.53	412.15	432.75
Lgy Bonus 25	678.15	712.05	747.65	785.05	824.30	865.50
Lgy Bonus 30	1017.23	1068.08	1121.48	1177.58	1236.45	1298.25

339 Assistant City Manager

STEP	*1*	*2*	*3*	*4*	*5*	*6*
ANNUAL	178,661.70	187,596.00	196,980.00	206,832.00	217,176.00	228,036.00
MONTHLY	14,888.48	15,633.00	16,415.00	17,236.00	18,098.00	19,003.00
BI-WEEKLY	6,871.60	7,215.23	7,576.15	7,955.08	8,352.92	8,770.62
HOURLY	85.8950	90.1904	94.7019	99.4385	104.4115	109.6327

340 Police Chief

STEP	*1*
ANNUAL	245,976.00
MONTHLY	20,498.00
BI-WEEKLY	9,460.62
HOURLY	118.2577

Edu Incentive Pay	2,659.76
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CA POST Mgmt. Cert.	1,024.90
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Lgy Bonus 26	2,049.80
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350 City Manager

STEP	*1*
ANNUAL	285,300.00
MONTHLY	23,775.00
BI-WEEKLY	10,973.08
HOURLY	137.1635



City of Gardena

Gardena City Council Meeting

AGENDA REPORT SUMMARY

Agenda Item No. 16.A
Section: DEPARTMENTAL
ITEMS - RECREATION &
HUMAN SERVICES
Meeting Date: December 14,
2021

TO: THE HONORABLE MAYOR AND MEMBERS OF THE GARDENA CITY COUNCIL

AGENDA TITLE: APPROVE MEMORANDUM OF UNDERSTANDING BETWEEN THE SOUTH BAY CITIES COUNCIL OF GOVERNMENT (SBCCOG) AND THE CITY OF GARDENA REGARDING USE OF ALLOCATED COUNTY OF LOS ANGELES INNOVATION GRANT FUNDS TO IMPLEMENT THE CITY'S HOMELESS PLAN AND OUTREACH COORDINATOR PROGRAM BEGINNING JANUARY 1, 2022 THROUGH JUNE 30, 2023.

COUNCIL ACTION REQUIRED:

Staff Recommendation: Approve the Memorandum of Understanding Agreement between the City of Gardena and South Bay Cities Council of Government to implement Innovation Grant Funds.

RECOMMENDATION AND STAFF SUMMARY:

BACKGROUND:

LA County makes an annual investment of Measure H Strategy E7 funding (\$500,000) to the Council of Governments (COG) for Regional Homelessness Coordination. Additionally, LA County invested \$9 million through the 2018 Cities Homelessness Plan Implementation Grant program and \$6 million through the 2020 COG Innovation Fund program. Building on the success of these programs, the Chief Executive Officer-Homeless Initiative recommended that a new allocation of \$15 million in Measure H Strategy E7 funds be allocated to the COGs to facilitate a regional approach in preventing and combating homelessness in Los Angeles County. The term of the new funding will be for 18 months beginning in January 2022 through June 2023.

In July 2021, the SBCCOG released a call for projects for Measure H Funding, a competitive grant process to determine the allocation of \$1,905,000 within the South Bay. The City of Gardena, along with nine other cities, applied for a combined total of 3.6 million dollars to help address homelessness within their city. As a result, the City of Gardena was awarded \$110,000 to be used for the following:

- Consulting Services (\$30,000)
 - Hire a consultant to create the City's Homeless Plan. The plan would include community meetings with stakeholders to identify problems and solutions relating

to homelessness in Gardena.

- Hire a Homeless Coordinator (\$80,000)
 - The Homeless Coordinator would assist clients with a multi-faceted approach to addressing homelessness prevention and related needs and services. The Coordinator will partner with all City Departments, LAHSA, PATH, and service groups to build relationships with organizations that provide homeless resources and materials to the individuals currently facing homelessness.

The City would also continue to be eligible to receive Client Aid Funds to provide emergency rental assistance, shelter, entrance fee for any type of mental health or substance use treatment facility, or pay for transportation to get to one of the locations. These funds are centralized and issued through the COG.

The development of a plan to address homelessness in the City of Gardena will help identify goals and strategies to reduce and prevent homelessness and increase housing placements. This will also help place the City in a position to receive additional Measure H funding to implement future programs addressing homelessness in the community.

FINANCIAL IMPACT/COST:

The creation of the plan has no impact to the General Fund. The City would receive \$110,000 from the Measure H Funding to implement the Homeless Services Programs within the City of Gardena.

ATTACHMENTS:

[Gardena_MOU__12.8.21.pdf](#)

APPROVED:

A handwritten signature in blue ink, appearing to read "Clint Osorio".

Clint Osorio, City Manager

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE SOUTH BAY CITIES COUNCIL OF GOVERNMENTS AND THE
CITY OF GARDENA REGARDING USE OF SBCCOG'S ALLOCATED COUNTY OF
LOS ANGELES INNOVATION GRANT FUNDS TO IMPLEMENT THE CITY'S
HOMELESS PLAN AND OUTREACH COORDINATOR PROGRAM**

This Memorandum of Understanding ("MOU") dated as of the 14th of December 2021, is between the South Bay Cities Council of Governments ("SBCCOG"), a joint powers authority, and the City of Gardena ("City"), a chartered municipal corporation, (collectively, the "Parties").

RECITALS

- A. On July 13, 2021, the Board of Supervisors unanimously approved the Fiscal Year (FY) 2021-22 Homeless Initiative Funding Recommendations, which included funding for COGs in Homeless Initiative Strategy E7: Strengthen the Coordinated Entry System, for (1) Regional Homelessness Coordination and (2) Innovation. The South Bay Cities COG (SBCCOG) was awarded \$1,905,000 for 18 months from January 1, 2022 through June 30, 2023.
- B. The SBCCOG released a call for projects to utilize its allocation of Innovation Grant Funds.
- C. In August 2021, City submitted a proposal to SBCCOG to obtain funding for its Homeless Plan and Outreach Coordinator.
- D. It is anticipated that in December 2021, the SBCCOG and the County of Los Angeles will enter into a contract with respect to use of the Innovation Grant Funds for 6 months only (Contract Number AO-20-600 (Exhibit 1 Statement of Work: Innovation Funds)).
- E. The SBCCOG awarded the City \$110,000 for 18 months of its Innovation Grant Funds to be used on the City's Homeless Plan and Outreach Coordinator (the "Grant Funds"). The Grant Funds will be divided into two Tranches. Tranche 1 will be for \$30,000 for the first 6 months of this MOU. Tranche 2 will be for the remaining \$80,000 for the last 12 months of this MOU. However, Tranche 2 will only be available once the SBCCOG and County of Los Angeles contract is extended, and the Parties agree to the last 12-month deliverables as an addendum to this MOU.
- F. The Parties desire to enter this MOU to set forth and memorialize the obligations of the Parties with respect to the Grant Funds.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises herein contained, the SBCCOG and the City hereto agree as follows:

I. TERM:

This MOU shall be effective as of January 1, 2022, and shall remain in full force and effect until June 30, 2023 (“Term”), unless sooner terminated or extended, in whole or in part, as provided in the Contract Number AO-20-600 (Exhibit 1 Statement of Work Task 7: Innovation Funds) as agreed to by the County of Los Angeles and the SBCCOG). The funding of \$110,000 will be divided into two Tranches. Tranche 1 will be for \$30,000 for the first 6 months of this MOU. Tranche 2 will be for the remaining \$80,000 for the last 12 months of this MOU. However, Tranche 2 will only be available once the SBCCOG and County of Los Angeles contract is extended and the Parties agree to the last 12 month deliverables as an addendum to this MOU.

II. CITY RESPONSIBILITIES:

- A. The City shall use the Grant Funds to release an RFP to hire an outside Consultant and create a contract for the consultant services as set forth in the Scope of Work, which is attached hereto as Exhibit 1.
- B. City shall use the Grant funds to develop a Partnership Report (Exhibit 2), and develop a homeless plan in accordance with Exhibit 1.
- C. The City shall seek City Council adoption of the Homeless Plan and begin executing on the Plan in accordance with Exhibit 1.
- D. The City hereby warrants, represents, and covenants that it will comply with all applicable local, state, or federal guidelines, regulations, requirements, and statutes and/or as required under the laws or regulations relating to the source of the Grant Funds to be transferred by the County to the SBCCOG to the City pursuant to this MOU, and will not use the Grant Funds for costs associated with activities in violation of any law or for any activity inconsistent with the requirements and purposes set forth in this MOU.
- E. The City shall maintain records related to the program operation and use of Grant Funds for five (5) years following the expiration of this MOU. SBCCOG shall have access to the records upon request.

III. SBCCOG RESPONSIBILITIES:

- A. The SBCCOG shall monitor the Consultant Services Contract and City Homeless Plan to ensure the timeliness of deliverables in accordance with Exhibit 1.
- B. The SBCCOG shall provide the City with a reporting template format for the submission of quarterly reports in accordance with Exhibit 1.
- C. The SBCCOG shall maintain records related to the program operation and use of Grant Funds for five (5) years following the expiration of this MOU.
- D. The SBCCOG shall not be responsible for payment to the City for Tranche 2 if the SBCCOG contract with the County is not extended.

IV. THIRD PARTY LIABILITY AND INDEMNIFICATION:

- A. The Parties agree to indemnify, defend, and hold harmless each other, including its elected and appointed officers, employees, agents, attorneys, and designated volunteers from and against any and all liability, including, but not limited to demands, claims, actions, fees, costs, and expenses (including reasonable attorney's and expert witness fees), arising from or connected with the respective acts of each entity arising from or related to this MOU. Neither entity shall indemnify the other entity for that other entity's own negligence or willful misconduct.
- B. In light of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in Government Code Section 895), each of the entities parties hereto, pursuant to the authorization contained in Government Code Sections 895.4 and 895.6, shall assume the full liability imposed upon it or any of its officers, agents, or employees, by law for injury caused by any act or omission occurring in the performance of this MOU to the same extent such liability would be imposed in the absence of Section 895.2. To achieve the above stated purpose, each entity indemnifies, defends, and holds harmless each entity for any liability, cost, or expense that may be imposed upon such other entity solely by virtue of Section 895.2. The provision of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein.

V. MISCELLANEOUS:

- A. This MOU shall be binding upon, and shall be to the benefit of the respective successors, heirs, and assigns of each entity; provided, however, neither entity may assign its respective rights or obligations under this MOU without prior written consent of the other entity.
- B. This MOU (including for the purpose of clarity, the recitals, to this MOU), contains the entire agreement between the SBCCOG and the City with respect to the matters herein, and there are no restrictions, promises, warranties, or undertakings other than those set forth herein and referred to herein.
- C. No alteration or variation of the terms of this MOU shall be valid unless made in writing and signed by the authorized representative from each entity; no oral understanding or agreement not incorporated herein shall be binding on either of the entities.
- D. The SBCCOG and the City hereby certify compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace as set forth in Exhibit 2, attached hereto and incorporated herein by reference.
- E. In the event an entity defaults in the performance of any of its obligations under this MOU or materially breaches any of the provisions of this MOU, the non-breaching entity may enforce this MOU through any available remedies.

- F. This MOU is not intended to be a third-party beneficiary contract and confers no rights on anyone other than the parties hereto.
- G. Notices or other communications, which may be required or provided under the terms of this MOU, shall be given to the individuals identified for each entity. All notices shall be in writing and deemed effective when delivered in person or deposited in the United States mail, first class, postage prepaid, and addressed as below. Any notices, correspondence, reports, and/or statement authorized or required by this MOU, addressed in any other fashion shall be deemed not given.

South Bay Cities Council of Governments:

South Bay Cities Council of Governments
2355 Crenshaw Blvd., Suite 125
Torrance, CA 90501
Attn: Jacki Bacharach

City of Gardena:

City of Gardena
1700 West 162nd Street.
Gardena, CA 90247
Attn: Stephany Santin

- H. In an action or proceeding to enforce or interpret any provision of this MOU, the entities shall bear their own attorney's fees, costs, and expenses.
- I. The laws of the State of California and applicable local and federal laws, regulations, and guidelines shall govern this MOU. In the event of any legal action to enforce or interpret this MOU, the laws of the State of California shall apply and the Venue shall be Los Angeles County.
- J. Either entity shall be excused from performing its obligations under this MOU during the time and to the extent that it is prevented from performing by an unforeseeable cause beyond its control, including but not limited to any incidence of fire or flood; acts of God; commandeering of material, products, plants, or facilities by the federal, state, or local government; national fuel shortage; or a material wrongful act or omission by the other Party; when satisfactory evidence of such cause is presented to the other entity, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the entity not performing.
- K. Each entity agrees that the insurance held by the other, whether commercial or self-insurance is sufficient for the purpose of this MOU.
- L. This MOU may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute the same agreement.
- M. Authority and Signatures: The individuals signing this MOU, and its exhibits, which are incorporated herein by reference, have the authority to commit the entity they represent to the terms of this MOU, and do so commit by signing.

(Signatures on Following Page)

SOUTH BAY CITIES COUNCIL OF GOVERNMENTS

By: _____
Drew Boyles, SBCCOG Chair

Date: _____

ATTEST:

By: _____
Jacki Bacharach, Executive Director/Board Secretary

APPROVED AS TO FORM:

By: _____
Michael Jenkins, Legal Counsel

CITY OF GARDENA

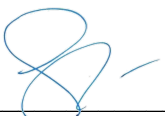
By: _____
Tasha Cerda, Mayor

Date: _____

ATTEST:

By: _____
Mina Semenza, City Clerk

APPROVED AS TO FORM:

By:  _____
Carmen Vasquez, City Attorney

APPROVED AS TO FORM:

By: _____
Risk Manager

Exhibit 1: Task 7 of the SBCCOG SOW with Los Angeles County
Deliverables and Pricing for Tranche 1. Tranche 2 Deliverables and Pricing Addendum to be added if SBCCOG contract with Los Angeles County is extended to June 30, 2023.

Task 7: Gardena Homeless Plan and Outreach Coordinator (Priority Area 2)		
<p>Program Description: Gardena is seeking funds to develop a homeless plan. The city anticipates, as a result of this plan, the need for an Outreach Coordinator to facilitate plan recommendations and increase housing placements. Currently, city staff is handling a large volume of homeless service requests. This Coordinator position will alleviate the burden on city staff and provide the attention that the requests deserve. However, the Coordinator position will be hired after the plan is put in place, which will be outside the 6-month window of this SOW.</p> <p>Potential risks and mitigation plans: Labor supply competition. Mitigation: Consider creating regional Labor Pool Funds to benchmark starting salaries to LAHSA.</p>		
	Deliverables/Performance Targets	Timeline
7.a	City to release an RFP for consultant services	January 2022
7.b	Contract in place for consultant services	February 2022
7.c	COG to Submit the City's Partnership Report to the County	March 2022
7.d	Develop Homeless Plan. Plan will include, but not be limited to: <ul style="list-style-type: none"> • Comprehensive needs assessment for Gardena's homeless population, including looking at mental health needs, substance abuse needs, income needs, restorative justice needs, other needs to the demographics of Gardena's homeless population, and homeless inflows/outflows • Tactical steps to reach functional zero in 5 years, including potential funding to address the needs assessed • Suggests sites for interim housing • Plans to increase permanent housing inventory • Prevention strategies to mitigate inflow 	April 2022
7.e	Plan adopted by City Council	May 2022
7.f	Coordinator Hired	June 2022

TASK 7: Gardena Homelessness Plan Project	
OPERATIONS COSTS	
Homeless Plan Consulting Services	\$30,000
PROGRAM OPERATIONS COSTS	\$30,000
TOTAL PROGRAM COSTS	\$30,000

CITY PLAN TO PREVENT AND COMBAT HOMELESSNESS

PARTNERSHIP REPORT – CITY OF _____

Please use this template to complete your Partnership Report, as required for the City Homelessness Planning Grant. Upon completion, please send the Report to your City's Homeless Initiative Team Lead.

Partner Engagement Plan for the City of _____ (City)

Name of Partner Organization/Entity	Brief Description of Partner's Role in the Community	Planned Engagement	Expected Contributions of Partner
			•
			•
			•
			•
		•	•
		•	•
		•	•
		•	•
		•	
			•
			•
			•

Continued →
Summary List of Planned Engagements

Type of engagement	Planned participants	Planned date(s) (If dates have not been set, please specify month and week, i.e. Week of January 15).
	•	
	•	
	•	
	•	



City of Gardena

Gardena City Council Meeting

AGENDA REPORT SUMMARY

Agenda Item No. 17.A
Section: DEPARTMENTAL
ITEMS - TRANSPORTATION
Meeting Date: December 14,
2021

TO: THE HONORABLE MAYOR AND MEMBERS OF THE GARDENA CITY COUNCIL

AGENDA TITLE: APPROVE CONTRACT WITH COMMLINE, INC. FOR PURCHASE AND INSTALLATION OF A RADIO SYSTEM FOR \$433,488

COUNCIL ACTION REQUIRED:

Staff Recommendation: Approve Contract

RECOMMENDATION AND STAFF SUMMARY:

The City of Gardena's GTrans utilizes a digital radio system for daily two-way communication amongst the GTrans Communications and Dispatch Center, Route Supervisors and Bus Operators out on the road. This radio service also provides critical communication with the Gardena Police Department in the event of emergencies, service issues and regular communication, ensuring the safety and security of GTrans employees and customers riding the bus. GTrans currently contracts with Mobile Relay Associates, Inc. for its digital radio system needs, which includes the lease of radio equipment such as radio handsets, vehicle location services, radio and telephone recording equipment and base modules.

For some time GTrans has been working to move to the more reliable, digital radio communications network currently owned by several agencies in the South Bay region - including Gardena's Police Department - called the Interoperability Network of the South Bay Joint Powers Authority (INSB). INSB was developed to enhance public safety/government agency capabilities to provide digital voice communication systems to its public safety and first responder members. INSB's system has been in used by South Bay Fire and Police agencies since 2019. Prior to system acceptance, INSB performed lengthy tests to guarantee 97 percent coverage in the South Bay area. INSB has redundant components to ensure maximum system uptime. GTrans will be the first transportation agency to join the INSB network, having been pre-approved by the INSB board. GTrans was approved with the use of separate 'talk groups', ensuring that transmissions generated by GTrans will have no impact or interference with Fire and Police services. This new network will provide a more effective and efficient response in the case of emergency, special events services, etc.

The INSB network will not only give GTrans a more reliable signal than it has with its current system, but it will also provide a clearer voice quality over the transmission. With our current radio system, there is a signal loss around our facility and throughout the City, causing challenges to the clarity of transmissions over both the radio and subsequent recordings. The

INSB system has been tested around our facility and transit service areas, showing no signal loss issues and improved clarity in communications and recordings. GTrans is in the process of deploying its GTrans Real Time Transit Information Deployment (GRID) system where communications will be critical. The Kenwood radios purchased as part of the new system will be integrated with our GRID project vendor's on-board communications system. GTrans has used the analog Kenwood radio equipment for over 10 years, and we are confident in the quality and durability of Kenwood. In addition, training and transition time should be minimal because our operators and maintenance staff are familiar with the radio layout.

GTrans wishes to purchase its new radio system through COMMLine Inc., located in the City of Gardena. COMMLine will provide the equipment, installation, configuration, and annual maintenance services, which they have provided to many other cities around the Greater Los Angeles area with positive feedback. COMMLine is most familiar with the INSB network as they have provided the infrastructure and support to South Bay Regional Public Communications Authority (SBRPCA), also referred to as the Regional Communications Center (RCC), providing police, fire, and 911 dispatch for the South Bay region. COMMLine is an authorized distributor of Kenwood equipment, and is able to provide pricing through the National Association of State Procurement Officials (NASPO), a non-profit association that provides a cooperative purchasing program.

The purchase of a radio system from COMMLine totals \$433,438, which includes the equipment, sales tax, and the first year of annual maintenance. While transitioning from a leased system to a GTrans-owned system does have a significant, upfront cost, we are able to use local capital grants to fund the purchase, resulting in a significant savings to our annual operating costs. GTrans currently pays \$136,000 annually to Mobile Relay for both service and leasing of radio equipment. In subsequent years, we anticipate an overall 83 percent savings (\$112,400) in annual operating costs attributed to our radio system, with only the annual maintenance fee and INSB fee remaining in the budget. Over the equipment lifecycle of 10 years, we expect to realize a savings of approximately \$618,000.

Therefore, it is recommended that Council authorize the purchase, installation and maintenance of a new radio system from COMMLine, Inc. in the amount of \$433,488.

FINANCIAL IMPACT/COST:

GTrans has existing local capital funds available for this project. There is no impact to the General Fund.

ATTACHMENTS:

[City_of_Gardena_and_COMMLine_Agreement COPY.pdf](#)

APPROVED:

A handwritten signature in blue ink, appearing to read "Clint Osorio", is centered within a light gray rectangular box.

Clint Osorio, City Manager

AGREEMENT BETWEEN
THE CITY OF GARDENA
AND
COMMLINE INC.

This contract, hereinafter referred to as Agreement, is entered into by and between THE CITY OF GARDENA ("City") and COMMLINE INC. ("Consultant"). Based on the mutual promises and covenants contained herein, the Parties hereto agree as follows:

1. Recitals.

- A. City is desirous of purchasing equipment, installation and maintenance service for digital radio system.
- B. Consultant is qualified by virtue of experience, training, education and expertise to provide these services.
- C. City has determined that the public interest, convenience and necessity require the execution of this Agreement.

2. Services.

- A. The services to be performed by Consultant shall consist of the scope of services outlined in Consultant's proposal, and any associated addendum, incorporated herein by reference, unless otherwise instructed by City.
- B. The Services shall be performed in accordance with the Project Schedule. Consultant shall not be liable for any failure or delay in furnishing proposed services resulting from fire, explosion, flood, storm, Act of God, governmental acts, orders or regulations, hostilities, civil disturbances, strikes, labor difficulties, difficulty in obtaining parts, supplies, or shipping facilities, inability to obtain or delays in obtaining suitable material or facilities required for performance, temporary unavailability of qualified personnel, failure by City to provide appropriate access to equipment or personnel, or other causes beyond Consultant's reasonable control.

3. Additional Services. If City determines that additional services are required to be provided by Consultant in addition to the Services set forth above, City shall authorize Consultant to perform such additional services in writing ("Additional Services"). Such Additional Services shall be specifically described and approved by City in writing prior to the performance thereof. Consultant shall be compensated for such Additional Services in accordance with the amount agreed upon in writing by the Parties. No compensation shall be paid to Consultant for Additional Services which are not specifically approved by City in writing.

4. Agreement Administrator. For purposes of this Agreement, City designates Rachel Yoo as the Agreement Administrator who shall monitor Consultant's performance under this Agreement. All notices, invoices or other documents shall be addressed to the Agreement Administrator, as well as all substantive issues relating to this contract. City reserves the right to change this designation upon written notice to Consultant.

5. Consultant's Proposal. This Agreement shall include and incorporate therein Consultant's proposal in response incorporated herein by reference. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.

6. Timing of Performance. Time is of the essence with respect to Consultant's performance of the Services required by this Agreement. Consultant shall diligently and timely pursue and complete the

performance of the Services required of it by this Agreement City, in its sole discretion, may extend the time for performance of any Service.

7. Compensation. Compensation for the Services shall be billed as set forth in Attachment A, attached hereto. The Compensation is inclusive of all costs that may be incurred by Consultant in performance of the Services, including but not limited to such items as travel, copies, delivery charges, phone charges, and facsimile charges.

8. Term of Agreement/Termination.

A. This Agreement shall be effective as of the date of execution by the City and shall remain in effect until all Services are completed or until terminated as provided for herein.

B. City may terminate this Agreement without cause by providing written notice to Consultant not less than three days prior to an effective termination date. City's only obligation in the event of termination will be payment of fees and allowed expenses incurred up to and including the effective date of termination.

C. Unless for cause, Consultant may not terminate this Agreement.

D. Upon receipt of a termination notice, Consultant shall: (1) promptly discontinue all Services, unless the notice directs otherwise; and (2) within ten (10) days, deliver to City all files, data, reports, estimates, summaries, and such other information and materials as may have been accumulated or prepared to date by Consultant in performing the Services under this Agreement, whether completed or in progress. Consultant shall provide these documents by both hard copy and in electronic format if available. In the event of termination for other than cause attributable to Consultant, Consultant shall be entitled to reasonable compensation for the services it performs up to the date of termination and shall be deemed released from liability for any work assigned but not completed as of the effective date of termination.

9. Invoices and Payments.

A. Payment shall be made upon receipt and approval of invoices for Services rendered. In order for payment to be made, Consultant's invoice must include an itemization as to the services rendered, date(s) of service, direct and/or subcontract costs, and be submitted on an official letterhead or invoice with Consultant's name, address, and telephone number referenced.

B. The Agreement Administrator shall review the invoices to determine whether services performed and documents submitted are consistent with this Agreement. Payment shall be made within forty-five (45) days following receipt of the invoice or the Agreement Administrator shall provide Consultant with a written statement objecting to the charges and stating the reasons therefore.

C. Payment by City under this Agreement shall not be deemed a waiver of defects, even if such defects were known to City at the time of payment.

10. Records/Audit.

A. Consultant shall be responsible for ensuring accuracy and propriety of all billings and shall maintain all supporting documentation for a minimum of three (3) years from the completion date of the Services under this agreement the following records:

1. All accounts and records, including personnel, property and financial, adequate to identify and account for all costs pertaining to this Agreement and assure proper accounting for all funds.

2. Records which establish that Consultant and any subconsultant who renders Services under this Agreement are in full compliance with the requirements of this Agreement and all federal, state and local laws and regulations.

3. Any additional records deemed necessary by City to assume verification of full compliance with this Agreement.

B. City shall have the right to audit Consultant's invoices and all supporting documentation for purposes of compliance with this Agreement for a period of three years following the completion of Services under this Agreement.

C. Upon reasonable notice from City or any other governmental agency, Consultant shall cooperate fully with any audit of its billings conducted by, or of, City and shall permit access to its books, records and accounts as may be necessary to conduct such audits.

11. Successors and Assignment. This Agreement covers professional services of a specific and unique nature. Except as otherwise provided herein, Consultant shall not assign or transfer its interest in this Agreement or subcontract any services to be performed without amending this Agreement. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

12. Change in Name, Ownership or Control. Consultant shall notify the Agreement Administrator, in writing, of any change in name, ownership or control of Consultant's firm or subconsultant. Change of ownership or control of Consultant's firm may require an amendment to the Agreement.

13. Key Personnel. City has relied upon the professional training and ability of Consultant to perform the services hereunder as a material inducement to enter into this Agreement. Consultant shall provide properly skilled professional and technical personnel to perform all services under this Agreement. In the event that City, in its sole discretion, at any time during the Agreement, desires the removal of any person or persons assigned by Consultant to perform Services pursuant to this Agreement, Consultant shall remove any such person immediately upon receiving notice from City.

14. Use of Materials.

A. City shall make available to Consultant such materials from its files as may be required by Consultant to perform Services under this Agreement. Such materials shall remain the property of City while in Consultant's possession. Upon termination of this Agreement and payment of outstanding invoices of Consultant, or completion of work under this Agreement, Consultant shall return to City any property of City in its possession and any calculations, notes, reports, electronic files, or other materials prepared by Consultant in the course of performance of this Agreement.

B. City may utilize any material prepared or work performed by Consultant pursuant to this Agreement, including computer software, in any manner, which City deems proper without additional compensation to Consultant. Consultant shall have no responsibility or liability for any revisions, changes, or corrections made by City, or any use or reuse pursuant to this paragraph unless Consultant accepts such responsibility in writing.

15. Confidentiality. Consultant acknowledges that some of the material and information that may come into its possession or knowledge in connection with this Agreement or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either state or federal statutes ("Confidential Information"). Confidential Information includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, law enforcement records, agency source code or object code, agency security data, or information identifiable to an individual that relates to any of these types of information. Consultant agrees to hold Confidential Information in strictest confidence and not to make use of Confidential Information for any purpose other than the performance of this Agreement, to release it only to authorized employees or Sub-consultants requiring such information for the purposes of carrying out this Agreement, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make the information

known to any other party without City's express written consent or as provided by law. Consultant agrees to release such information or material only to employees or Sub-consultants who have signed a nondisclosure agreement, the terms of which have been previously approved by City. Consultant agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to Confidential Information.

"Personal information" including, but not limited to, "Protected Health Information" (PHI) under Health Insurance Portability And Accountability Act (HIPAA), individuals' names, addresses, phone numbers, birth dates, and social security numbers collected, used, or acquired in connection with this Agreement shall be protected against unauthorized use, disclosure, modification or loss.

HIPAA establishes national minimum standards for the use and disclosure of certain health information. The Consultant must comply with all HIPAA requirements and rules when determined applicable by the City. If City determines that (1) City is a "covered entity" under HIPAA, and that (2) Consultant will perform "business associate" services and activities covered under HIPAA, then at City's request, Consultant agrees to execute City's Agreement in compliance with HIPAA.

Consultant shall ensure its directors, officers, employees, Sub-consultants or agents use personal information solely for the purposes of accomplishing the services set forth herein. Consultant and its Sub-consultants agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the City or as otherwise required by law.

Any breach of this provision may result in termination of the Agreement and demand for return of all personal information. Moreover, Consultant will indemnify and hold the City harmless from and against all losses and damages resulting from any unauthorized or improper disclosure, dissemination or use of the information as a result, in whole or in part, of Consultant's action or inaction.

16. Nonuse of Intellectual Property of Third Parties. Consultant shall not use, disclose or copy any intellectual property of any third parties in connection with work carried out under this Agreement, except for intellectual property for which Consultant has a license. Consultant shall indemnify and hold City harmless against all claims raised against City based upon allegations that Consultant has wrongfully used intellectual property of others in performing work for City, or that City has wrongfully used intellectual property developed by Consultant pursuant to this Agreement.

17. Ownership of Work Product. All documents or other information created, developed, or received by Consultant shall, for purposes of copyright law, be deemed worked made for hire for City by Consultant and shall be the sole property of City. Consultant shall provide City with copies of these items upon demand, and in any event, upon termination of this Agreement.

18. Legal Requirements.

A. Consultant shall secure and maintain all licenses or permits required by law, including a City business license, and shall comply with all ordinances, laws, orders, rules, and regulations pertaining to the work.

B. Consultant warrants it fully complies with all laws regarding employment of aliens and others, and that all of its employees performing services hereunder meet the citizenship or alien status requirements contained in federal and state statutes and regulations.

C. Consultant covenants that there shall be no discrimination based upon race, color, creed, religion, sex, marital status, age, handicap, national origin or ancestry, or any other category forbidden by law in performance of this Agreement.

19. Conflict of Interest and Reporting.

A. Consultant shall at all times avoid conflicts of interest or the appearance of a conflict of interest in the performance of this Agreement. If required, Consultant shall comply with the City's Conflict of Interest reporting requirements. Consultant understands that pursuant to Gardena Municipal Code sections 2.24.020H and 2.24.025G, it is forbidden to make any contribution to a candidate or committee of a candidate for a municipal office of the City, or to an officeholder, until the completion of services to be performed under this Agreement.

B. Consultant and its representatives shall refrain from lobbying City of Gardena officials, employees and representatives for the duration of this Agreement.

20. Guarantee and Warranty. Consultant warrants to City that the material, analysis, data, programs and SERVICES to be delivered or rendered hereunder will be of the kind and quality designated and will be performed by qualified personnel. Without waiver of City's other rights or remedies, City may require Consultant to re-perform any of said services, which were not performed in accordance with these standards. Consultant shall perform the remedial services at its sole expense.

21. Insurance.

A. Commencement of Work. Consultant shall not commence work under this Agreement until it has obtained City approved insurance. Before beginning work hereunder, during the entire period of this Agreement, for any extensions hereto, and for periods after the end of this Agreement as may be indicated below, Consultant must have and maintain in place all of the insurance coverage required in this Section. Consultant's insurance shall comply with all items specified by this Agreement. Any subcontractors shall be subject to all of the requirements of this Section and Consultant shall be responsible to obtain evidence of insurance from each subcontractor and provide it to City before the subcontractor commences work. Alternatively, Consultant's insurance may cover all subcontractors.

B. Insurance Company Requirements. All insurance policies used to satisfy the requirements imposed hereunder shall be issued by insurers admitted to do business in the State of California. Insurers shall have a current Best's rating of not less than A-: VII, unless otherwise approved by City.

C. Coverage, Limits and Policy Requirements. Consultant shall maintain the types of coverage and limits indicated below:

1. Commercial General Liability Insurance - a policy for occurrence coverage for bodily injury, personal injury and property damage, including all coverage provided by and to the extent afforded by Insurance Services Office Form CG 2010 ed. 10/93 or 11/85, with no special limitations affecting City. The limit for all coverage under this policy shall be no less than one million dollars (\$1,000,000.00) per occurrence.

2. General Auto Liability Insurance - a policy including all coverage provided by and to the extent afforded by Insurance Services Office form CA 0001, ed. 12/93, including hired and non-owned autos with no special limitations affecting City. The limit for bodily injury and property damage liability shall be no less than one million dollars (\$1,000,000.00) per accident.

3. Worker's Compensation and Employer's Liability Insurance - a policy which meets all statutory benefit requirements of the Labor Code, or other applicable law, of the State of California. The minimum coverage limits for said insurance shall be no less than one million dollars per claim. The policy shall be issued by an insurance company which is admitted to do business in the State of California and shall contain a clause that the policy may not be canceled without thirty (30) days prior written notice, return receipt requested, is mailed to City.

4. Professional Errors & Omissions - a policy with minimum limits of one million dollars

(\$1,000,000.00) per claim and aggregate. This policy shall be issued by an insurance company which is admitted to do business in the State of California and shall contain a clause that the policy may not be canceled until thirty (30) days written notice, unless cancelled for non-payment, then ten (10) calendar days notice shall be given, is mailed to City.

5. Policy Requirements. The policies set forth above shall comply with the following, as evidenced by the policies or endorsements to the policies:

a. The City, its appointed and elected officers, employees, agents and volunteers shall be added as additional insured to the policy.

b. The insurer shall agree to provide City with thirty (30) days prior written notice, of any cancellation, non-renewal or material change in coverage, unless cancelled for non-payment, then ten (10) calendar days notice shall be given.

c. For any claims with respect to the Services covered by this Agreement, Consultant's insurance coverage shall be primary insurance as respects the City, its elected and appointed officers, employees, agents and volunteers. Any insurance or self-insurance maintained by the City, its elected and appointed officers, employees, agents and volunteers shall be excess of Consultant's insurance and shall not contribute with it.

D. Additional Requirements. The procuring of such required policies of insurance shall not be construed to limit Consultant's liability hereunder or to fulfill the indemnification provisions and requirements of this Agreement. There shall be no recourse against City for payment of premiums or other amounts with respect thereto. City shall notify Consultant in writing of changes in the insurance requirements. If Consultant does not deposit copies of acceptable insurance policies or endorsements with City incorporating such changes within sixty (60) days of receipt of such notice, Consultant shall be deemed in default hereunder.

E. Deductibles. Any deductible or self-insured retention over \$25,000 per occurrence must be declared to and approved by City. Any deductible exceeding an amount acceptable to City shall be subject to the following changes: either the insurer shall eliminate or reduce such deductibles or self-insured retentions with respect to City, its officers, employees, agents and volunteers (with additional premium, if any, to be paid by Consultant); or Consultant shall provide satisfactory financial guarantee for payment of losses and related investigations, claim administration and defense expenses.

F. Verification of Compliance. Consultant shall furnish City with original policies or certificates and endorsements effecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by the insurer to bind coverage on its behalf. All endorsements are to be received and approved by City before work commences. Not less than fifteen (15) days prior to the expiration date of any policy of insurance required by this Agreement, Consultant shall deliver to City a binder or certificate of insurance with respect to each renewal policy, bearing a notation evidencing payment of the premium therefore, or accompanied by other proof of payment satisfactory to City. Consultant shall provide full copies of any requested policies to City within three (3) days of any such request by City.

G. Termination for Lack of Required Coverage. If Consultant, for any reason, fails to have in place, at all times during the term of this Agreement, including any extension hereto, all required insurance and coverage, City may immediately obtain such coverage at Consultant's expense and/or terminate this Agreement.

22. Indemnity.

A. Consultant assumes all risk of injury to its employees, agents, and contractors, including loss

or damage to property.

B. Consultant shall defend, indemnify, and hold harmless the City, including its officials, officers, employees, and agents from and against all claims, suits, or causes of action for injury to any person or damage to any property arising out of any intentional or negligent acts or errors or omissions to act by Consultant or its agents, officers, employees, subcontractors, or independent contractor, in the performance of its obligations pursuant to this Agreement. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Consultant. This indemnity shall not apply if the claim arises out of the sole negligence or willful misconduct of City, its officers, agents, employees or volunteers.

C. No official, employee, agent or volunteer of City shall be personally liable for any default or liability under this Agreement.

23. Independent Contractor. Consultant agrees to furnish consulting services in the capacity of an independent contractor and neither Consultant nor any of its employees shall be considered to be an employee or agent of City.

24. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

25. Notices. Any notice or communication given under this Agreement shall be effective when deposited, postage prepaid, with the United States Postal Service and addressed to the contracting parties. Name, address, telephone and facsimile numbers of the parties are as follows:

City of Gardena – GTrans
Attn: Rachel Yoo
13999 S. Western Avenue
Gardena, California, 90249
Email: ryoo@gardenabus.com

Commline Inc.
Attn: Jeff Fukasawa
13700 Cimarron Avenue
Gardena, California, 90249
Email: jeff.fukasawa@commlineinc.com

Either party may change the information to which notice or communication is to be sent by providing advance written notice to the other party.

26. Severability. If any provision of this Agreement shall be held illegal, invalid, or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it legal, valid, and enforceable, and the legality, validity, and enforceability of the remaining provisions shall not be affected thereby.

27. Jurisdiction and Venue. This Agreement shall be deemed a contract under the laws of the State of California and for all purposes shall be interpreted in accordance with such laws. Both parties hereby agree and consent to the exclusive jurisdiction of the courts of the State of California and that the venue of any action brought hereunder shall be Los Angeles County, California.

28. Waiver. No delay or failure by either Party to exercise or enforce at any time any right or provision of this Agreement shall be considered a waiver thereof or of such Party's right thereafter to exercise or enforce each and every right and provision of this Agreement. To be valid a waiver shall be in writing but need not be supported by consideration. No single waiver shall constitute a continuing or subsequent waiver.

29. Entire Agreement.

A. This writing contains the entire agreement of the Parties relating to the subject matter hereof; and the Parties have made no agreements, representations, or warranties either written or oral relating to the subject matter hereof which are not set forth herein. Except as provided herein, this Agreement may not be modified or altered without formal amendment thereto.

B. Notwithstanding the foregoing, and to realize the purpose of this Agreement, the Agreement Administrator may issue a written modification to the Scope of Work, if this modification will not require a change to any other term of this Agreement.

30. Joint Drafting. Each party acknowledges that it has had an adequate opportunity to review each and every provision in this Agreement and to submit the same to counsel and other consultants for review and comment and that the parties jointly drafted this Agreement. No provision of this Agreement or any Assignment shall be construed more strictly against one party than the other party by reason that one or the other party proposed, drafted or modified such provision or any other existing or proposed provision.

31. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

32. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

33. Authority to Execute. The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement.

34. Attorney's Fees. In the event that legal action is necessary to enforce the provisions of this Agreement, or to declare the rights of the parties hereunder, the parties agree that the prevailing party in the legal action shall be entitled to recover attorney's fees and court costs from the opposing party.

IN WITNESS WHEREOF, the parties have hereunto affixed their names as of the day and year written below.

CITY OF GARDENA

By _____
Tasha Cerda
Mayor

Date _____

ACCEPTED: COMMLINE INC.


By Jeffrey Fukasawa
Digitally signed by Jeffrey Fukasawa
DN: cn=Jeffrey Fukasawa, c=US,
email=jeff.fukasawa@commlineinc.com
Date: 2021.12.06 12:57:44 -0800



Date December 6, 2021

DEC 6, 2021

APPROVED AS TO FORM:


Carmen Vasquez
City Attorney

Gardena Transit Summary

<u>ID</u>	<u>Qty</u>	<u>Total</u>	<u>Ext. Total</u>	<u>Overall Total</u>
Kenwood NX5800 Console	7	\$ 2,652.40	\$ 18,566.80	\$ 30,460.00
Kenwood NX5800 Mobile	82	\$ 1,551.30	\$ 127,206.60	\$ 181,420.00
Kenwood NX5300 Portable	26	\$ 1,524.39	\$ 39,634.14	\$ 50,650.00
Avtec Dispatch Console	2		\$ 85,635.94	\$ 161,970.00
Grand Total:				\$ 424,500.00

REQUEST FOR QUOTE

DATE:	11/12/2021	SALES REP:	Ryan Narimatsu
BILL TO:		SHIP TO:	
COMPANY:	Gardena Transit	COMPANY:	Same
ATTENTION:	Ernie Crespo	ATTENTION:	
ADDRESS:		ADDRESS:	
CITY/ST/ZIP:		CITY/ST/ZIP:	
PHONE:		PHONE:	
EMAIL:	ecrespo@gardenabus.com	EMAIL:	

RE: Kenwood NX 5800 Console

QTY	MODEL/PART #	DESCRIPTION	NASPO PRICE	EXT COST
	Hardware	NASPO Contract #06913		
7	NX-5800K	UHF Mobile 450-520 MHz, P25 Phase 1 and 2 Capable, 45 Watts, includes KMC-65M, KCH-19M, KCT-23M3, KMB-33, 3 Yr Warranty	\$ 700.00	\$ 4,900.00
2	KMC-9C	Desktop Microphone	\$ 61.60	\$ 123.20
7	KPS-15	Desktop Power Supply	\$ 123.90	\$ 867.30
7	KMB-34	Control Station Mounting Case	\$ 38.50	\$ 269.50
7	KWD-5100CV	License Key for P25 Phase 1 Conventional	\$ 402.50	\$ 2,817.50
7	KWD-5101TR	License Key for P25 Phase 1 Trunking	\$ 364.00	\$ 2,548.00
7	KWD-5102TR	License Key for Phase 2 Trunking	\$ 280.00	\$ 1,960.00
7	KWD-AE30K	AES FIPS 140-2 & DES Encryption Module	\$ 606.90	\$ 4,248.30
7	L-5007	Labor Code to Install Encryption Module	\$ 75.00	\$ 525.00
		Hardware Sub-Total:		\$ 18,258.80
	Labor			
1	ANTENNA SYSTEM	(7) UHF Base Station Antennas	\$ 9,600.00	\$ 9,600.00
		Includes: Ground Bar, LMR 400 coax, connectors, mounts, polyphaser, grounding		
		6 to Server Room and 1 to Special Transit		
7	LABOR SD	Programming, configuration, testing, and integration	\$ 100.00	\$ 700.00
		Labor Sub-Total:		\$ 10,300.00

Special Notes: NASPO Contract Pricing	Sub-Total	\$ 18,258.80
	Tax (10.25%)	\$ 1,871.53
	Freight	\$ 29.67
	Labor	\$ 10,300.00
	GRAND TOTAL	\$ 30,460.00
Customer Approval Signature	PO #	Date

I agree to the terms and conditions set forth in this proposal. A 20% cancellation charge will apply to canceled orders.

REQUEST FOR QUOTE

DATE:	11/12/2021	SALES REP:	Ryan Narimatsu
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BILL TO:		SHIP TO:	
COMPANY:	Gardena Transit	COMPANY:	Same
ATTENTION:	Ernie Crespo	ATTENTION:	
ADDRESS:		ADDRESS:	
CITY/ST/ZIP:		CITY/ST/ZIP:	
PHONE:		PHONE:	
EMAIL:	ecrespo@gardenabus.com	EMAIL:	

RE: Kenwood NX 5800 series for Gardena Transit

[illegible]

Special Notes: NASPO Contract Pricing	Sub-Total	\$ 128,311.60
	Tax (10.25%)	\$ 13,151.94
	Freight	\$ 781.46
	Labor	\$ 39,175.00
	GRAND TOTAL	\$ 181,420.00
Customer Approval Signature	PO #	Date

I agree to the terms and conditions set forth in this proposal. A 20% cancellation charge will apply to canceled orders.

REQUEST FOR QUOTE			
DATE:	11/12/2021	SALES REP:	Ryan Narimatsu
BILL TO:		SHIP TO:	
COMPANY:	Gardena Transit	COMPANY:	Same
ATTENTION:	Ernie Crespo	ATTENTION:	
ADDRESS:		ADDRESS:	
CITY/ST/ZIP:		CITY/ST/ZIP:	
PHONE:		PHONE:	
EMAIL:	ecrespo@gardenabus.com	EMAIL:	

[illegible]

Special Notes: NASPO Contract Pricing	Hardware	\$ 44,475.69
	Tax (10.25%)	\$ 4,558.76
	Freight	\$ 209.44
	Software	\$ 106.11
	Labor	\$ 1,300.00
	GRAND TOTAL	\$ 50,650.00
Customer Approval Signature	PO #	Date

Page 4 of 6

REQUEST FOR QUOTE

DATE: 11/12/2021 SALES REP: Ryan Narimatsu

BILL TO:		SHIP TO:	
COMPANY:	Gardena Transit	COMPANY:	Same
ATTENTION:	Ernie Crespo	ATTENTION:	
ADDRESS:		ADDRESS:	
CITY/ST/ZIP:		CITY/ST/ZIP:	
PHONE:		PHONE:	
EMAIL:	ecrespo@gardenabus.com	EMAIL:	

RE: Avtec Dispatch Console

QTY	MODEL/PART #	DESCRIPTION	NASPO PRICE	EXT COST
	Hardware	NASPO Contract #06913		
2	SFW-SCOUT-E8-T1-SK	Scout E8 Console - Tier 1 includes a license for a Scout Enterprise Console with Software Audio Package with all features and functionality of Scout EX Console. Scout E8 enables access to maximum of 8 channels concurrently. Includes IRR, Software License version.	\$ 8,070.25	\$ 16,140.50
2	ACC-CPU-DT-WIN10	PC Small form factor, dual NICs and a solid state hard drive for Console Position or "Plus" Console Packages, MS Windows 10 Enterprise 64 bit OS. Used in a Scout System when a Standard Desktop computer is needed. For use with Scout 4.3 and above. HP Z2 G5 Mini - 4 USB ports*PC has 4 USB ports, consider ordering a 10 port USB hub with PC order*	\$ 1,733.75	\$ 3,467.50
2	ACCUSB-FSW-WIDE	USB Wide Treadle PTT Footswitch Accessory, Software Media Workstation	\$ 345.80	\$ 691.60
2	ACCUSB-HJB	Avtec USB Headset/handset jack box (single jack), Scout Software Media Workstation. Requires Scout version 4.8 and earlier running Software Media Workstation	\$ 487.35	\$ 974.70
2	ACCUSB-HUB10	10 Port USB Hub, USB3.0	\$ 71.25	\$ 142.50
2	ACCUSB-MIC	Avtec USB PTT Desk Microphone, Scout Software Media Workstation	\$ 586.15	\$ 1,172.30
4	ACCUSB-SPK-1	Avtec USB Single Speaker Kit, Scout Software Media Workstation	\$ 413.25	\$ 1,653.00
1	SFW-VPG-L0-SK	Redundant VPGate Software License for a maximum of 24 endpoints; up to 12 may be "B" Licenses. Software license version.	\$ 7,872.65	\$ 7,872.65
2	ACC-CPU-STD-2019	1 Rack Unit (1RU) Server Solid State hard drive, Windows 2019 Server OS, TPM 2.0. Requires additional package for monitor, keyboard, etc. (DISP-XXXX)	\$ 5,391.25	\$ 10,782.50
6	CBL-OUTPOSTKENWOOD-MOBILE	Replacement cable that connects an Outpost to a Kenwood NX5700 mobile radio. Requires license included with previously purchased OUTPOST-KENWOOD-MOBILE.	\$ 217.93	\$ 1,307.58
3	OUTPOST-2R	Radio Controller, VoIP, 2 Ports, 12VDC input	\$ 2,161.25	\$ 6,483.75
6	OUTPOST-RJ-CONN	Connector for OUTPOST Radio port that supports RJ45 cable for 2/4W tone keying and E&M applications.	\$ 150.16	\$ 900.96
1	PKG-INST-AUX-25	Type 66 Cabling/Punch block kit to install one auxiliary I/O package, 25' cables	\$ 757.15	\$ 757.15
1	PKG-IO-VPGATE	Input-Output Package for Scout and DSPatchNET, includes one each 24-input, one each 24-output rack mount panel and power supply. 25 pr cabling is optionally purchased, PKG-INST-AUX-XX.	\$ 3,937.75	\$ 3,937.75
1	ACC-NETWK-24P-SFP4	24 Port Gigabit Switch with 4 SFP Ports	\$ 2,357.90	\$ 2,357.90
2	OUTPOST-RACKMT-PKG	3U Rack mount shelf (holds 1-4 Outposts) plus 3U Rack mount power supply	\$ 590.90	\$ 1,181.80
4	ACCUSB-HED-6W-NC	USB Headset, Single Ear with noise canceling microphone. Includes USB Quick Disconnect Adaptor.	\$ 295.45	\$ 1,181.80
2	MISC	APC Power Supply, SMT3000RM2UNC	\$ 2,200.00	\$ 4,400.00
1	NEXLOG740	VLR-EVENTIDE, Customized Voice Logging Recorder	\$ 20,230.00	\$ 20,230.00
		Hardware Sub-Total:		\$ 85,635.94
	Scoutcare			
1	SCOUTCARE-T1	Scoutcare Year 1	Included	Included
1	SCOUTCARE-T1	Scoutcare Year 2	\$ 6,500.00	\$ 6,500.00
1	SCOUTCARE-T1	Scoutcare Year 3	\$ 6,500.00	\$ 6,500.00

		Scoutcare Sub-Total:		\$ 13,000.00
	Labor			
1	LABOR SD	Avtec Integration	\$ 50,000.00	\$ 50,000.00
1	LABOR SD	Logger Integration	\$ 3,000.00	\$ 3,000.00
		Labor Sub-Total:		\$ 53,000.00

Special Notes: NASPO Contract Pricing			Hardware	\$ 85,635.94
			Tax (10.25%)	\$ 8,777.68
			Scoutcare	\$ 13,000.00
			Freight	\$ 1,556.38
			Labor	\$ 53,000.00
			GRAND TOTAL	\$ 161,970.00
Customer Approval Signature			PO #	Date

I agree to the terms and conditions set forth in this proposal. A 20% cancellation charge will apply to canceled orders.

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F. Standard Maintenance of Equipment

Consoles

- On-Site break – fix labor coverage (hardware covered within the limits of warranty)
- Console software issue mitigation
- Console software upgrades as required
- Single point of contact for issues related to
 - Console Control station interface
 - Console manufacturer software and hardware issues
 - ICI system issue notification (advisory only)
 - Peripheral warranty processing

Subscribers

- On-Site break – fix labor coverage (hardware covered within the limits of warranty)
- radio software issue mitigation assistance (Commline can assist application interface support, but cannot guarantee compatibility with radio manufacturers software)
- Single point of contact for issues related to
 - Two-Way Radio software and hardware issues (hardware covered within the limits of warranty)
 - ICI system issue notification (advisory only)
 - Repair and warranty processing

VI. Financial Terms & Obligations

- A. Gardena Transit will provide payment of **\$749.00 (paid monthly)** to cover the listed radio equipment below.
- B. Payment is due on a NET 60-day basis.
- C. Late payment (considered 5 days after due day) is subject to the maximum interest allowable by law, plus any penalty fees caused by bad payment, such as insufficient funds.

Qty	Item/Description	Unit Price/Month	Ext Price
2	Avtec Console	\$ 100.00	\$ 200.00
82	Mobiles	\$ 5.00	\$ 410.00
7	Console Stations	\$ 5.00	\$ 35.00
26	Portables	\$ 4.00	\$ 104.00
		Per Month	\$ 749.00

Commline INSB Radio Project Scope of Work

Commline INSB Radio Project Scope of Work	1
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Portable Radio Requirements	2
Mobile Radio Requirements	2
Console Radio Requirements	2
Avtec Console Requirements	2
Recording Requirements	2
Server Room Installation Requirements	3
Emergency Alarm Functionality Requirements	3
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Vehicle Installation Requirements	3
Vehicle Type Quantities and Locations for Emergency Alarms	3

General Requirements

- Commline is to provide equipment, installation, configuration, and maintenance for all provided equipment.
- All radios shall be compatible & configured to work with the Interoperability Network of the South Bay Joint Powers Authority ("INSB") network.
- All radio equipment shall come with warranties
- Basic training for equipment shall be provided after complete installation on all equipment

Portable Radio Requirements

- Battery should last at least 9 hours without charge
- Radio should allow the addition of speaker mic with 3.5mm headphone jack
- Each portable should come with belt clip and charging station
- Radios should be configurable to any of the 6 Talk Groups.

Mobile Radio Requirements

- Mobile radios should come with standard brackets and power wire harness.
- Radios should be installed in place of current radios where vehicles are already equipped with mobiles. If there are issues with current placement, please advise GTrans on other install locations prior to installing.
- Vehicles that do not have radios should be installed in location of GTrans' choice.
- Radios should be configurable to any of the 6 Talk Groups

Console Radio Requirements

- Consoles to be configured to each of the Talk Groups
- Talk groups are to be programmed to the console radios as Maintenance, Special Transit, Special Events, Supervisors, Transit
- 1 console to be configured and used as Special Transit Dispatch console
- Special Transit Dispatch console should include a portable antenna that can cover the GTrans service area

Avtec Console Requirements

- Console shall be programmed to control the Talk Groups
- Configured to receive EA alarms from certain set of vehicles
- Commline to configure Avtec to record to recording logger
- All calls are to be grouped using the Talk Groups by Commline and will be programmed as below
 - 1) Maintenance, Special Transit, Special Events, Supervisors, Transit
 - 2) Maintenance, Supervisors, Transit
 - 3) Maintenance, Supervisors

Recording Requirements

- All radio Talk Groups will be recorded
- All portable and mobile radios shall be recorded
- Recordings should be accessible by GTrans via a minimum of 2 GTrans workstation(s) not including the Avtec workstations
- Recordings should last at a minimum of 90 days
- Logger should be able to back up to the cloud and to external or networked storage

- If 1 hard drive were to fail in the logger, other drive(s) should retain all data
- Logger system shall be configured to notify GTrans and Commline via email for any recording issues, failure of any hardware component

Server Room Installation Requirements

- Radio equipment shall be installed in racks & use power dedicated for radio equipment by City IT.
- Any wired network connection to GTrans network shall be done by City IT.
- All network and power shall be labelled on both ends of the cables. Labels should say where it is coming from and where it is going into.

Emergency Alarm Functionality Requirements

- Momentary switch in vehicle should activate an alarm after a configurable amount of time
- Momentary switch should also deactivate the alarm after a configurable amount of time
- Momentary switch should be discrete with a low profile
- Avtec console should receive an alert on the console screen and also an audible alert when momentary switch is activated
- While EA is active, radio microphone should be in an open state allowing dispatch to hear conversations from vehicle
- Open mic should be configurable and have a minimum of 5 minutes of open mic
- EA alarms should be installed in a location approved by GTrans. Please see images for locations. If there are issues with the locations, please notify GTrans.

Maintenance Requirements

- See Commline's Radio Service Agreement Document

Vehicle Installation Requirements

- Installation of radios, antennas, buttons, and wiring shall be installed in the same location for similar vehicle types
- If install location of radio or accessory suggested by GTrans is not workable, Commline is to find an installation location approved by GTrans
- Any parts removed from the vehicle should be tagged with vehicle number

Vehicle Type Quantities and Locations for Emergency Alarms

- The following vehicles below have been identified to receive emergency alarm buttons wired to the mobile radios and configured on the Avtec Console for communications by Commline
- Button Locations are circled in yellow below and may be moved with GTrans' approval.

*Vehicles without any radios currently installed

**Vehicles with remote mount configurations

(4) Ford Cutaways



(4) Dodge Vans



(2) Ford Fusion*



(1) Ford F-250 Pickup



(1) Chevrolet W550 Shop Truck



(1) Ford F-350 Facilities Truck**



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STANDARD SERVICE CONTRACT

The following service agreement is between Commline, Inc. and Gardena Transit at 13999 S Western Ave, Gardena, CA 90249.

- I. This agreement is valid from **Jan 1, 2022** to **Dec 31, 2022** annual **1-year** contract between the above-stated parties.
- II. Locations:
 - A. Headquarters 13999 S Western Ave, Gardena, CA 90249
- III. Commline will be contracted to provide general technical and sales support of Gardena Transit's two-way communications hardware and infrastructure.
 - A. Attached is a list of the model numbers and serial numbers of the radios covered by this contract.
(New System- Radio Serial Number/Model list will be amended upon installation)
- IV. Technical Support
 - A. Technical support will include general repair and maintenance of the above-mentioned equipment, identified by serial number.
 - B. General repairs will be defined as repairs of radios that include the following: intermittent or no transmit/receive; intermittent or no power; unresponsive /missing knobs and buttons; programming, tuning and aligning.
 - C. Certain technical support and repairs will be not covered under this agreement, such as, radio problems caused by excessive physical abuse/accidents or misuse; force majeure; fire; liquid damage; lack of performance due to the current repeater setup and location will also not be included.
 - D. Rates for radio bench repairs not covered by the service contract will be at \$125.00 plus parts.
 - E. Rates for on-site field work not covered by the service contract will be billed at \$175.00 per hour, with a \$75.00 trip charge, plus parts. After hours, weekend, and holiday rates will be \$350.00 per hour, plus a \$150.00 trip charge.

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V. Service Scope

- A. Service Calls: Commline will provide support within 48 hours of a call or email. Calls generated on Saturday, Sunday and bank holidays will be serviced the following business day.

Response Severity	Description	Phone Response Time	On Site Time
Critical	7x24 response to catastrophic failures that detrimentally impede operations or jeopardize safety of personnel	2 hour	Same day (after-hours T&M rates will be charged for work performed after service hours)
Impactful	Mon-Fri, 8:00 a.m.-4:00 p.m. response to failures that degrade business operations but do not impact safety of personnel	4 hours (calls taken after 12:00 p.m. will be addressed by 8:00 a.m. next business day)	Next business day
Routine	Mon-Fri, 8:00 a.m.-4:00 p.m. response to degraded communications that do not significantly impact business operations or safety of personnel	4 hours (calls taken after 12:00 p.m. will be addressed by 8:00 a.m. next business day)	48 hours

B. Radio/Avtec Console Repairs:

- Repair requests will be picked up by a Commline representative/courier service or by UPS label provided by Commline, within 48 hours of request. When sending in repair requests, please send the radio only. Please do not include antenna and battery, unless the battery is part of the repair request.
- Radio repairs, if repairable, will be completed no longer than 2 weeks from receipt of equipment. If repairs are to take longer than 2 weeks, notice will be submitted to inform of a revised return date.
- Beyond Economic Repair – Radio repair costs that exceed the market value of the radio can be deemed 'Beyond Economic Repair or BER'. Common reasons to be considered as BER include: damage to PC boards, unavailability of parts due to discontinuation of radio/parts, etc.
- Repaired radios will have a 90 day warranty.

- C. Loaner Radio Program: Commline will provide 1 complimentary loaner radios to replace radios that are sent in for repair upon request. Additional loaners can be requested if needed. Lost or damaged loaner radios will be invoiced separately at the end of the service contract or upon receipt of damaged radio, at full retail price.

- D. Preventative Maintenance Program: Commline will provide (1) annual scheduled onsite maintenance of existing infrastructure.

- E. Critical firmware updates and programming included for radios included

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VII. Extension & Termination Options

- A. Upon completion of the one (1) year contract, Gardena Transit will have the option to extend the contract with written notice. If no notice is provided, the contract will continue on a month to month basis.
- B. Gardena Transit can terminate this contract in the event Commline does not provide said services outlined in this contract to an acceptable level.
- C. If termination by Gardena Transit occurs before the natural expiration of the contract, Gardena Transit will be responsible for paying out the remaining contract amount within 30 days of termination.

VIII. Indemnity: Gardena Transit does hereby agree to indemnify and hold Commline, Inc., its agent, successors and assigns harmless from any and all liability, damage or loss, including reasonable attorney fees arising out of the ownership, selection, possession, rental, operation, use, condition (including but not limited to latent and other defects, whether or not discoverable by Gardena Transit), maintenance and return of any equipment or services. The indemnities and obligations herein provided shall continue in full force and effect notwithstanding the termination or expiration of this agreement.

Agreed and Accepted by:

X _____ Date: _____

Print Name: _____ Title: _____

Commline Inc.

X _____ Date: _____

Print Name: _____ Title: _____

Gardena Transit